

# General Purchasing Terms and Conditions

Under French Law

## Table of contents

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1. Definitions.....	2
2. Scope of Application .....	6
3. Contractual Documents.....	6
4. Purchase Order – Formation of the Contract - Releases .....	7
5. Changes To the Contractual Products and/or Contractual Services ...	7
6. Information, Advisories, Warnings.....	8
7. Accreditation - Licence - Permit & Authorisation .....	8
8. Quality Assurance .....	9
9. Statutes and Regulations .....	10
10. Supplier’s Personnel .....	12
11. Audits .....	12
12. Production Flexibility.....	13
13. Delivery .....	13
14. Acceptance of Contractual Products and/or Contractual Services..	14
15. Specific Remedies for Delay.....	16
16. Price, Invoicing and Payment Terms.....	16
17. Warranty .....	17
18. Liability .....	19
19. Participation by the Company .....	20
20. Insurance .....	20
21. Transfer of Ownership and Risk.....	20
22. Industrial and Intellectual Property Rights .....	21
23. Confidentiality .....	23
24. Personal Data protection.....	24
25. Samples, Prototypes, Tooling.....	29
26. Termination.....	29
27. Consequences of the Expiration or Termination of the Contract .....	30
28. Spare Parts.....	31
29. Force Majeure .....	31
30. Applicable Law - Jurisdiction.....	23
31. General Provisions .....	32

## 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>Affiliated Company</b>	is any legal unit controlled by Faurecia European Company or by a successor of Faurecia European Company, 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 the 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 excludes 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>	is the Affiliated Company that issues the Purchase Order.
<b>Contract</b>	is the entirety of all contractual documents that are listed in Section 3.1.
<b>Contracting Parties</b>	means collectively the 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 the 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 the subject matter of the Contract.
<b>Copyleft</b>	means any Open Source License having binding effects on subsequent downstream licenses including a contaminating/viral effect and the obligation for the licensee to disclose the source code of the related software.
<b>Customer</b>	is the automobile manufacturer, whether consumer, commercial, off-road or similar, mobility provider, non-automotive company (including, but not limited to, electronics and consumer product technology providers) or other person, company, entity or sub-contractor 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.

<b>Customer Products</b>	are the 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 have a material defect if (1) the Contractual Products and/or Contractual Services do not conform to 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, it is not suitable for 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 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 have 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 the 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 Supplier in order to perform the Contractual Products and/or Contractual Services.
<b>Faurecia Group</b>	is the group formed by Faurecia European Company's Affiliated Companies, including the Company.
<b>Faurecia Indemnified Parties, (each, a "Faurecia Indemnified Party")</b>	Is Faurecia, Faurecia S.E., the Customer and each of such party's respective Representatives, agents, invitees, Subsidiaries, Affiliates, distributors, end-user customers of the Products; and successors and assigns of such parties.
<b>Faurecia European Company</b>	is Faurecia S.E., 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.
<b>Force Majeure</b>	is an event which was not foreseeable, and not the fault of, nor caused by a Party's negligence, and which is beyond the reasonable control of the Contractual affected Party and would impair the ability of the affected Contracting Party to perform normally its contractual obligations, such as acts of God, or of a public enemy/acts of terror or Governmental action specifically restricting the performance, fires, floods, unusually severe weather, explosions riots or war . Force Majeure does not include, however, any delay caused by arising from or related to (i) Strikes of the Supplier's personnel or strikes of its Subcontractors' (ii) Supplier's financial difficulties; (iii) a change in cost or availability of materials or components based on market conditions or Supplier actions; (iv) labour shortages or absenteeism on the part of Supplier or

	Supplier's Subcontractors; or (v) any cyber-security or information system service disruption event.
<b>FOSS (Free and Open Source Software)</b>	means any software (including any update and upgrade) subject to an Open Source License.
<b>GPC</b>	are the General Purchasing Terms and Conditions, consisting of this document and any documents attached hereto or incorporated by reference.
<b>Incompatible License</b>	means any license (including any Open Source License) containing at least one term contrary to the terms of another licence (including an Open Source License) preventing the Company to comply with the terms of both of such licenses in case of use, representation, reproduction, adaptation, modification or distribution of the corresponding software(s).
<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 a 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.
<b>Letter of Nomination</b>	is the document and its appendices whereby the Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services.
<b>Liabilities</b>	include but are not limited to any claims, deductions, debits, losses, damages, demands, costs, expenses, of any kind or any nature, whether actual or threatened, including consequential, punitive and special damages, moral rights collections, personal and property damages, lost profits, production interruption costs, inspection, handling, reworking, trapped labor, legal and other professional fees, witness and expert fees, costs of defense and any other costs associated with Faurecia's internal or external time, labour, materials or similar cost; as such costs are incurred by or threatened against any Faurecia Indemnified Party, related to, arising out of, caused by or in connection with Supplier's performance of its obligations or breach of any obligation under this Contract at law, or otherwise and/or occasioned by Supplier's or Supplier's Representatives actions, omissions, negligence, gross negligence or misconduct, and including but not limited to (i) improper, unsafe or defective materials, workmanship or design of the Contractual Products and/or Contractual Services, except where strict and complete compliance by the Supplier with the Specifications prescribed by and originating

with the Company constitutes the sole basis of the claim or alleged claim, or (ii) breach of any provisions of any Purchase Order or this Contract, including but not limited to any of the representations or warranties provided herein, (iii) the Supplier's failure to comply with all applicable Laws; or (iv) breach or alleged breach of intellectual property rights of a third party.

<b>Mandated Supplier</b>	is any Supplier that the Company's Customer has directed, recommended or requested the Company to utilize, source, or otherwise engage.
<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 Releases, delivery schedules or other similar documents.
<b>Order Confirmation</b>	is a copy or separate confirmation of a Purchase Order signed by the Supplier.
<b>Open Source License</b>	means any license corresponding to the requirements defined in the "Open Source Definition" (available on the URL: <a href="http://opensource.org/osd">http://opensource.org/osd</a> ) by the Open Source Initiative, or by the "Free Software Foundation" (available on the URL : <a href="https://www.gnu.org/philosophy/free-sw.en.html">https://www.gnu.org/philosophy/free-sw.en.html</a> ), which Supplier declares to have read and understood and which comprise inter alia the following licenses or distribution models: the GNU General Public License (GPL) and GNU Lesser General Public License (LGPL), Apache License, Mozilla Public License (MPL), Berkeley Software Distribution License (BSD-License).
<b>Particular Conditions</b>	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 a 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.
<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.
<b>Price</b>	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.
<b>Proprietary Rights</b>	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.

<b>Purchase Orders</b>	are all documents, including Open Orders, by means of which the Company orders Contractual Products and/or Contractual Services.
<b>Quality Assurance Agreement (QAA)</b>	means one or more Quality Assurance Agreements provided by Company to Supplier, or as may be amended and posted by Company from time to time setting forth certain minimum quality requirements for the Contractual Products and Contractual Services, and shall be binding upon the Supplier pursuant to these GPCs.
<b>Release</b>	is a call-off for Contractual Products and/or Services in terms 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 providing the Contractual Products and/or Contractual Services and protectable, or not, by Intellectual Proprietary Rights, including by patents of invention.
<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 the Company, 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 the Company.

## 2. SCOPE OF APPLICATION

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.

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** Contract. 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, (v) one or more Quality Assurance Agreement(s) issued by the Company (the "QAA"); and (vi) 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** Entire agreement. 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** Amendment. Any request for an 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.

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

**4.1** The Purchase Order issued by the Company may be sent by letter, email, fax or any other electronic means as 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 as determined by the 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** 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.

**4.4** The terms of Section 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 agreement. 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-performance. Repetitive or continuous non-performance of Releases by the Supplier may trigger the termination of the relevant Contract as per Section 24 of the present GPC.

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

**5.1 Changes.** The Company shall be entitled to request changes to 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 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 Confirmation of change.** 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 Resolution.** 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 at its sole option:

5.3.1 reject the Supplier's offer/change and demand performance under the terms of any accepted Purchase Order or Particular Conditions;

5.3.2 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.

5.3.3 terminate the Contract in whole or in part as per the provision of Section 26.

**5.4 No change.** The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by the Company.

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

**Information Sharing.** The Supplier is a specialist in the supply of the Contractual Products and/or the performance of the Contractual Services. 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 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 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 Suspension for Non-compliance.** 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, INSPECTIONS

**8.1 Quality Management.** By commencing performance under the Contract, the Supplier accepts the Company's Quality Assurance Agreement (QAA), as may be amended by the Company from time to time and agrees to adhere to the applicable quality management system for the site(s) and region(s) in which Supplier operates. The QAA and any additional quality management requirements mandated by the Company has been provided to the Supplier. Supplier acknowledges and agrees that it has access to the QAA, and the terms of the QAA are hereby incorporated herein by reference. Supplier agrees and warrants it shall strictly comply with the terms and conditions specified therein.

The Supplier shall perform the Contractual Products and/or Contractual Services in conformity with the QAA and any 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.

**8.2 Supplier Site Inspection.** The Company may, from time to time, review and inspect the Supplier's testing, inspection, quality control and reliability procedures, as well as the data supporting the same.

If Company or any of its Representatives, subcontractors, suppliers or Customers, enter upon the premises owned or controlled by Supplier, Supplier shall: (i) release, defend, indemnify and hold such Faurecia Indemnified Party, harmless from and against all Liabilities and (ii) ensure that Supplier and its representatives are in compliance with all requirements of any labor legislation, health, safety and environmental regulations, or similar applicable laws of the jurisdictions in which the Supplier's premises are located.

**8.3 Right of Product Inspection.** As per Company's audit rights, all materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order shall be subject to inspection and testing by the Company (and the Company's Customers) to the extent practicable at all times and places, including the period and place of manufacture. If any such inspection or testing is made on the Supplier's premises or on the premises of any authorized subcontractor or agent of the Supplier, the Supplier or such authorized subcontractor or agent, as the case may be, shall provide, without additional charge, all reasonable facilities and assistance. Unless granted by the Company's authorized Representatives in writing, no inspection shall be deemed to be an approval or admission by the Company that the inspected Contractual Products or Contractual Services (or any related work-in-process or other physical inventory) fulfil the terms of any Purchase Order. Inspection and approval by the Company or the Company's authorized Representatives does not preclude rejection or other relief for any existing defects (whether latent or manifest) subsequently discovered. The Supplier shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures) acceptable to the Company covering the materials and workmanship utilized in the performance of any Purchase Order.

**8.4 No Waiver by Inspection.** In no case whatsoever shall (i) any inspection or testing by the Company (or the Customer) of the materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order, (ii) any review or inspection by the Company of the Supplier's testing, inspection, quality control or reliability procedures (or related data), or (iii) any acceptance by the Company of the Contractual Products or Contractual Services, relieve the Supplier from the strict and complete performance of all of the Supplier's obligations and warranties under any Purchase Order and the QAA. In no event shall payment be deemed to constitute acceptance by or on behalf of the Company of any nonconforming Contractual Products or Contractual Services.

## 9. STATUTES, LAWS , REGULATIONS

### 9.1 The Supplier shall:

- comply with all applicable statutes and regulations, including those in the areas of labour, health, safety, and the environment (if applicable, the provisions of the French Labour Code relating to hygiene and safety applicable to “work carried out within the premises by an external company” or “work at height”);
- 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 Article 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 **Site Health, Safety and Environmental Policies.** Supplier and its personnel performing any Services at Company or Customer's site shall at all times strictly comply with the Health, Safety and Environmental Policies for such site, as well as applicable rules for the site in which they are working as well as the posted and communicated health and safety processes for each site. Supplier shall be responsible for providing its own personal protective equipment (“PPE”) for its personnel which meets at least Company's or Customer's minimum requirements for the site for such PPE. Company reserves the right to remove any Supplier personnel who does not adhere to the applicable rules and policies, and Supplier shall replace such personnel at its own cost and expense. Suppliers and their employees agree that Faurecia shall not in any event be liable for the adequacy of the health safety or environmental measures Faurecia has taken. Faurecia cannot and does not warrant or guarantee that health, safety or environmental measures will protect individuals from injury or death and has based its actions on regulatory requirements. Faurecia reserves the right to modify or add health, safety and environmental measures at each site at any time.

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

[http://www.faurecia.com/sites/groupe/files/paradocfournisseurs/code\\_of\\_ethics\\_2017\\_eng.pdf](http://www.faurecia.com/sites/groupe/files/paradocfournisseurs/code_of_ethics_2017_eng.pdf).

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

The Supplier warrants that it shall, and shall procure that its affiliated companies, directors, officers, employees, agents, service providers, contractors and any person acting on its behalf, shall, at all times, conduct business in compliance with the Anti-Corruption Laws and trade control laws, including without limitation, not be engaged and will not be engaged in any form of commercial bribery, nor directly or indirectly give, offer to give, or authorise the giving of, anything of value, whether directly or indirectly, to any persons, in order to improperly influence actions or decisions of such persons including for the purpose of obtaining any illegal or improper advantage or to achieve other illegal objectives in connection with these GPCs.

The Supplier represents and warrants that itself, or any of its affiliated companies, has in place policies, procedures and systems designed to ensure compliance with Anti-Corruption Laws.

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

The Supplier shall not engage any subcontractors, vendors, agents or other associated third parties in connection with the performance of these GPCs without: (a) conducting reasonable anti-corruption due diligence before engaging such person and at regular intervals thereafter; and (b) engaging such person on terms which include anti-corruption obligations that are no less onerous than the terms of this Section 9.5.

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

The Supplier will indemnify and hold the Company harmless (for itself and on behalf of its affiliates, officers, directors and employees) from and against any and all losses and damages, liability, claims, demands or expenses (including, inter alia, legal or other professional fees) suffered or incurred in any jurisdiction by the Company or any of its affiliates, officers, directors or employees in relation to (i) any failure by the Supplier to comply with the Anti-Corruption Laws and export control laws; and (ii) arising from or relating to the Supplier's non-compliance with and/or breach of this Section 9.5 by the Supplier.

For the avoidance of the doubt, non-compliance with and/or breach of this Section 9.5 by the Supplier, shall constitute a material breach of these GPCs by the Supplier and the Company shall be entitled 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. Any claim by the Contracting Parties regarding liability on this section 9.5 shall be brought no later than three (3) years after the date on which the cause of action arose, unless the law applicable to the Contract or to the claim prohibits any contractual limitation or waiver to the applicable statute of limitation, and therefore the statute of limitation applicable to such a claim shall be the one provided by applicable law.

For the purpose of this Section 9.5, "Anti-Corruption Laws" refer, inter alia, to the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act, the anti-bribery laws of the PRC, the Sapin 2 Law and any other law, rule, convention, regulation or other legally binding measure with similar effect (i.e. related to the prevention of bribery, corruption, fraud or similar or related activities), in each case as amended, to which the Parties are or may be subject from time to time.

## **9.6 Anti-Corruption Documentation Measures**

At Company's request, Supplier shall furnish Company with a written record of all meetings held (or at Company's discretion, meetings anticipated in the upcoming six (6) months) among Supplier's employees, agents or designees and Government Officials in which Company's business is discussed or to be discussed; such record shall include, at a minimum: (i) the name of Supplier's representatives, (ii) the name and position of the Government Official (to the extent practicable for upcoming meetings); (iii) the Agenda, (iv) the matter(s) discussed or to be discussed; (v) any written materials shared or to be shared; (vi) any request or offer of payment or other benefit of the parties; and (vii) the detailed expense reports of the Supplier's representatives with all original supporting documentation.

For the purpose of this Section 9.6, "Government Official" is defined as any officer, employee or contractor of a government department or agency, any public international agency, or any person acting in any official capacity, or holding themselves out as a representative of the government, department, agency or public international agency.

**Supplier's Liability for Breach.** For purposes of clarity, and consistent with the general indemnity obligations set forth in this Contract the Supplier shall be fully responsible for any and all Liabilities arising from a breach of the above provisions by the Supplier or its suppliers. In addition to the remedies set forth herein, including but not limited to immediate termination for Cause by Faurecia, Supplier shall release, defend, indemnify and hold the Faurecia Indemnified Parties harmless from and against any and all Liabilities suffered or incurred in any jurisdiction by the Faurecia Indemnified Parties, caused by, arising from or related to (i) any failure by Supplier to comply with anti-corruption laws and export control laws, regulations, orders or similar mandates; and/or (ii) Supplier's non-compliance with or breach of this Section 9.

## **10. SUPPLIER'S PERSONNEL**

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 agents.

If the Contractual Products and/or Contractual Services are performed in France, the Supplier undertakes to comply with the labour law relating to concealed work (Articles L.8222-1 et seq., Articles R.8222-1 et seq., but also Article D.8222-5 (applicable to a French Supplier) and Articles D.8222-7 and D.8222-8 (applicable to a non-French Supplier) of the French Labour Code) as well as that relating to non-French workforce (Articles L.8251-1 et seq. and Articles D.8254-2 et seq. of the French Labour Code). As an essential condition to the Parties' commitment, the Supplier shall submit to the Company all documents referred to in the legal provisions mentioned in this Section 10, including French translations, as well as certify that any individual involved in the performance of the Contractual Products and/or Contractual Services is employed in accordance with Articles L.3243-1 et seq. and Articles L.4711-1 et seq. of the French Labour Code. The Supplier acknowledges that any of the duties mentioned in this Section 10 constitutes a material contractual obligation.

## **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 QAA 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 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 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. Unless otherwise expressly stated in writing, Company shall not be required to purchase any Contractual Products and/or Contractual Services exclusively from Supplier.
- 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 Contract 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 shall 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. The Supplier shall package the Contractual Products in conformity with the provisions contained in the Purchase Order, any Particular Conditions, and in the Faurecia Supplier Logistics Manual and Label Quality Procedure (which can be found at Faurecia.com).

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

13.2.3 If the Contractual Products are not shipped in strict accordance with these terms and conditions, the Company's directions and/or the instructions set out in a Purchase Order or Release, if any, then the Supplier shall pay or reimburse the Company, as the case may be, for any excess costs occasioned thereby.

### **13.3 Timing**

13.3.1 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 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 made on time. 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 **Rejection of Contractual Services.** The Company reserves the right to reject the Contractual Services if:

- i. at the completion date of the Contractual Services, the Contractual Services are not satisfactory without reservation, by reason of other than immaterial nonconformity or defect; or
- ii. the Company's reservations have not been withdrawn within the time limits established by the Parties by reason of other than immaterial nonconformity or defect; or
- iii. the Supplier has failed to comply with the Contractual Service delivery schedule or completion deadlines.

### **14.3 Defective and/or nonconforming Contractual Products or Contractual Services.**

14.3.1 If any of the Contractual Products or Contractual Services fails to meet the warranties contained in these GPC, the QAA, Particular Conditions, Purchase Orders, Specification, or Customer requirements, any applicable law or regulation or any other written agreement between the Parties, including but not limited to a Statement of Work, the Company shall have at any time, without prejudice, the right to terminate, to claim compensatory damages, and/or the option, to:

- a. have such Contractual Products repaired or replaced immediately by and at the sole expense of the Supplier, who shall have no right to raise any objections or claims regarding the production or delivery schedule or as to

Contractual Services have such Contractual Services performed again immediately by and at the sole expense of the Supplier, who shall have no right to raise any objection; or

b. have such nonconforming Contractual Services performed by a third party designated by the Company, at the sole expense of the Supplier who shall have no right to raise any objection; or

c. have the purchase price for the Contractual Products or payment for Contractual Services promptly refunded promptly upon demand of the Company; or

d. otherwise satisfactorily deal with the defective or nonconforming Contractual Products or Contractual Services (including, to the extent applicable, participation in recall, claims adjustment and other similar programs) in a manner acceptable to the Company in its sole discretion, at the Supplier's sole expense.

14.3.2 Any rejected Contractual Products must be recovered by the Supplier at its sole expense and risk within eight (8) calendar days following notice of rejection by the Company. It is expressly agreed that after such time, the Company may, without any liability whatsoever, at the Supplier's sole cost, expense and risk, either destroy the rejected Contractual Products, or return them to the Supplier.

14.3.3 Should the Supplier fail or otherwise be unable to cure any such breach or nonconformity within the time-frame or other parameters required by the Company (and whether or not such time-frame or other parameters are communicated to the Supplier), or such breach or nonconformity is of the nature that may not be cured within the timeframe required or within the other parameters required by the Company, (i) the Company may cancel in whole or part any Purchase Order as to the particular defective or nonconforming Contractual Products and Contractual Services, or (ii) the Company may, in the Company's sole discretion, (and without any obligation to do so), assume control over the correction, repair, replacement or other rectification efforts, processes and programs, in which case the Supplier shall pay or reimburse the Company for all associated costs and expenses (including third party or the Company's internal handling, sorting, segregation/holding, reworking and administrative time, labour and materials). After notice to the Supplier, all defective or nonconforming Contractual Products shall be held at the Supplier's risk. The Company may, and at the Supplier's direction, return such Contractual Products to the Supplier at the Supplier's risk, and all handling, sorting, segregation/holding, and handling charges, as well as transportation, freight and delivery charges (both to and from the original destination) and any other related expenses, shall be paid by the Supplier. Any payment made by the Company to the Supplier for such defective or nonconforming Contractual Products or Contractual Services shall be immediately refunded by the Supplier, unless and to the extent that the Supplier promptly corrects, repairs, replaces or otherwise satisfactorily corrects such nonconformity. The Supplier's warranties shall also apply to such corrected, repaired, or replaced Contractual Products and Contractual Services.

14.3.4 In the case of rejected Services, the Company may reject the Contractual Services if: (a) at the completion date, the Contractual Services are not satisfactory without reservation, by reason of other than immaterial non-conformity or defect; or (b) the Company's reservations have not been withdrawn within the time limits established by the Parties by reason of other than immaterial non-conformity or defect; or (c) the Supplier has failed to comply with the Service delivery schedule or completion.

**14.4** 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 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 Closed Order or Releases. These penalties shall not affect any of the Company's other rights to claim damages and/or terminate totally or partially the Contract and/or the relevant Purchase Order.

**15.2** 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.

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.

Notwithstanding the foregoing, the Price may be adjusted if the Purchase Order already contains a price adjustment mechanism. In all other cases, each Contracting Party may submit to the other Contracting Party a written request for adjustment of the Price supported by written evidences. Within a period of ten (10) calendar days from the receipt of the written request, the Contracting Parties shall meet to discuss in good faith the admissibility of such request, in particular in view of the financial and economic constraints existing at the date of the request (including, but not limited to, the Customer's willingness to support the Price adjustment).

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 Section 26, or to refer the matter to the competent court or institution in accordance with Section 29.



During negotiations and until the end of the notice period for termination and/or until the court or competent institution 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.

The Parties expressly exclude the benefit of Article 1195 of the French Civil Code.

## 16.2 Duties and taxes

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

## 16.3 Invoicing

All Invoices:

- must relate to a specific Purchase Order (the number of the Purchase Order has to be inserted).
- must 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 attached to documents delivered with the Contractual Products.

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

## 16.4 Payment terms and conditions

16.4.1 Subject to any legal provision in force, Price shall be due and payable and paid by the Company within sixty (60) days following the date on which the Invoice has been issued (the **Due Date**).

16.4.2 In the event of late payment, interest shall be due starting from the day immediately following the Due Date specified on the Invoice, without any reminder being necessary. Unless otherwise agreed by the Contracting Parties, the interest rate for penalties shall be equal to three (3) times the legal interest rate applicable in France. This amount shall be calculated on the overdue payments, without capitalisation, per calendar day, by application pro-rata of the above-mentioned rate. In addition, the Company is legally bound to pay to the Supplier a lump sum of forty euros (40€), as recovery charge.

16.4.3 In the event the Supplier is a Mandated Supplier, and in the event that the Customer fails to pay the Company for any Contractual Products and/or Contractual Services delivered and/or performed by the Supplier as a Mandated Supplier, then the Company shall have no obligation to pay the Supplier for such Contractual Products and/or Contractual Services until such timeframe as set forth in (ii) above, and the Mandated Supplier shall, upon Company's request, cooperate to assist Company in collecting any amounts due and owing from the Customer.

## 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

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** Supplier represents that it is a professional with expertise in the constraints of the automotive, electronics or other industry for which it is contracted hereunder, particularly in terms of quality, cost availability of materials, labour and lead times. The Supplier agrees that it is knowledgeable and capable of, and shall, in general, comply with the standards and practices of such industry(ies), as practiced by the Company and its Customers. Supplier, which acknowledges it is an expert in its field, shall have an obligation of results and strict liability for its design (if design responsibility has been allocated to the Supplier), its manufacturing process and its technical choices in the production and fitness of the Contractual Products or Contractual Services for the purpose for which they are intended. Company's acceptance or validation of drawings, processes, specifications or initial samples will in no way reduce the warranty liability of the Supplier.

**17.3** The Supplier warrants (as an "*obligation de résultat*"):

- 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 the 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 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 are free of any apparent or hidden Defect ("*vices caches*") in material and workmanship.

**17.4 Specific Warranty.** Regarding any FOSS that the Supplier has used during the performance of the Contract (included in any Result or required for the use of any Result), the Supplier warrants:

- that the software in the Results (including the FOSS) and their licenses (including the Open Source Licenses) are fit for the Results and for the project's purpose;
- the completeness, the correctness and the accuracy of the information provided in relation to the software in the Results and their licenses (including the FOSS and Open Source Licenses) and that it has acted in compliance with the Open Source Licenses;
- its compliance with the terms of any applicable license, in particular the Open Source Licenses with regard to the FOSS, including but not limited to, any requirements for the preservation of the text of the original license and of the "copyright" notices, and where applicable, for the making available to the Company of the corresponding source code in accordance with the applicable license;

- that the Open Source Licenses of the FOSS used in the Results do not allow or oblige the Company, its Customers or its distributors to disclose authentication information, cryptographic keys and/or any other information related to the coding of any vehicle control unit;
- the use of an agreeable FOSS tool (Blackduck or Palamida) for the FOSS contained in the Results to avoid the use of Open Source Licenses unauthorised by the Company and in particular Copyleft Open Source Licenses or Incompatible Licenses; and
- the compatibility between them of the various FOSS used and their compatibility with the proprietary licenses contained in the Results.

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

**17.6** In the event that the Contractual Products and/or Contractual Services does not conform to the foregoing warranties, the Supplier shall, at the request of the Company, repair or replace the Contractual Products or correct or perform again the Contractual Services as soon as possible, and without prejudice to the right of the Company's to claim for potential damages or to terminate the Contract in accordance with Sections 14 and 26. 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.

The Supplier shall also release, defend, indemnify and hold the Faurecia Indemnified Parties harmless from all Liabilities imposed upon the Faurecia Indemnified Parties related to, arising from or in connection with the acts, omissions or negligence of the Supplier in respect of the Contractual Products or Contractual Services and/or the Supplier's breach of these warranties.

## **18. LIABILITY**

**18.1** The Supplier shall be liable for any damage to the Company, direct or indirect, physical, material or immaterial, consequential or not, caused by the Supplier 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 the 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 the Company. The Supplier agrees to indemnify, defend and hold harmless the Company or any entity of Faurecia Group, for all costs related to recall campaign, corrective service action or crisis countermeasures initiated by the Company, any entity of Faurecia Group or the Customer which relate to the Contractual Products and/or Contractual Service.

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

**18.3** The acceptance by the 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 the 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.

**18.4** The 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 the 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 the Company.

## **19. PARTICIPATION BY THE COMPANY**

**19.1** As the expert in its field, the Supplier shall be fully responsible for all technical decisions.

**19.2** 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).

**19.3** 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.

## **20. INSURANCE**

**20.1** 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 the Company, the Customer or any third party under the Contract. This insurance must include coverage for bodily injury, property damage, consequential loss as well as pure financial loss.

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

**20.3** The insurance must include a coverage amount of at least Twenty Million Euros (20,000,000 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).

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

**20.5** 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.

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

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

### **21.1 Transfer of ownership**

**21.1.1** Ownership of the Contractual Product shall pass to the Company upon delivery of the Contractual Products as per the provisions of Section 13.1 above, except if otherwise agreed by the Parties in the Contract.

- 21.1.2 If the Supplier holds the Contractual Product in custody for the 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 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 uses shall not be authorised.
- 21.1.3 The Supplier shall not be entitled to reserve ownership of Contractual Products after delivery thereof to the Company without the express consent of the Company, which consent not to be unreasonably withheld.
- 21.1.4 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.

## **21.2 Transfer of risk**

- 21.2.1 Delivery of the Contractual Products shall be made FCA to the place stated in the Purchase Order (**Delivery Location**). The Supplier shall bear the risk of destruction or loss of the Contracted Products until they are delivered to the Delivery Location.
- 21.2.2 If the Contractual Product is destroyed within one (1) year after it is delivered, for reasons for which the 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 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.

## **22. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

### **22.1 Background**

- 22.1.1 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 22.1.2, only be permissible with the prior written consent of that Contracting Party.
- 22.1.2 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. 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.
- 22.1.3 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.

### **22.2 Results**

- 22.2.1 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.
- 22.2.2 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.
- 22.2.3 Unless otherwise set forth in the relevant Purchase Order, the transfer of the Results shall be compensated by the payment of the Price.

### **22.3 Intellectual and/or Industrial Property Rights of third parties**

22.3.1 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.

22.3.2 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.

22.3.3 The Supplier warrants that the use of the, Background, the Results and the Contractual Products and/or Contractual Services by the Company do not infringe or will not infringe any Intellectual and Industrial Property of any third party. The Supplier shall release, defend, indemnify and hold Faurecia Indemnified Parties harmless against any Liabilities brought by a third party on the grounds of infringement of Intellectual and Industrial Property rights.

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

22.3.4 More specifically, regarding any FOSS that the Supplier intends to use during the performance of the Contract (included in any Result or required for the use of any Result), the Supplier shall:

- disclose to the Company prior to the execution of the Contract and then, if applicable, during its performance the exhaustive, comprehensive and detailed list of the FOSS that the Supplier intends to use (included in any Result or required for the use of any Result), including in particular the name of each FOSS, the name of the Open Source License, the version or revision numbers and the indication of origin (the original download URL);
- submit to the Company, in due course, the full copy of the Open Source Licenses and any other useful information to fully understand the terms of the Open Source Licenses pertaining to the FOSS related to Results by identifying Copyleft Licenses distinctly;
- not supply to the Company and, particularly, shall not include in or with any Result (i) any FOSS for which the Company has not granted its prior written agreement for the underlying Open Source License terms and/or (ii) any software subject to an Incompatible License which may lead to incompatibility of the different FOSS used or their incompatibility with proprietary licenses contained in the Results. The Supplier shall in particular not use in or with a Result any Copyleft software unless the Supplier has obtained Company's prior written agreement;
- disclose prior to the delivery of any Result to the Company a report (i) identifying the FOSS and Open Source Licenses effectively used by the Supplier, (ii) resulting from the use of an agreeable FOSS audit tool;
- insofar as the Supplier has modified the FOSS contained in the Results, additionally provide the Company with all build scripts, in order to enable the Company to create and use an executable version of the FOSS contained in the Results.
- The Supplier acknowledges the non-confidential nature of the information communicated to the Company under the present Article 23. The Company may communicate the said information to any third party.
- During the Contract and the period defined between the Parties for the update support of the Results, the Supplier undertakes to provide to the Company the source code and the corresponding object code as well as any other element required by each applicable Open Source License, in an open format:

- at the time of delivery of the concerned Result containing FOSS;
- at the time of each update and upgrade of the Result containing FOSS;
- within a reasonable period of time upon the Company's request.

**22.3.5** 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 Group and/or the Customer with no additional cost; and
- 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 our sites that the Company is no longer able to use.

## **23. CONFIDENTIALITY**

**23.1** 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.

**23.2** 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.

**23.3** 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.

**23.4** 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 23.

## **24. PERSONAL DATA PROTECTION**

### **24.1 General provisions**

**24.1.1** 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;

**24.1.2** For the purpose of Sections 23 and 24, the Company concludes this Contract on its behalf, and in the name and on the behalf of the Affiliated Companies, as the case may be (where either of such Affiliated Company instead of the Company, would be the Personal Data Controller for the purpose of these Sections). The 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.

**24.1.3** The Company 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 its processes for its clients (as a "**Personal Data processor**").

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

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

**24.1.6** 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 the Company with all relevant information concerning formalities, internal or external records or any information necessary for the completion of their own formalities and internal documentation (if applicable: risk analysis, data protection impact assessment, etc.) or to demonstrate compliance to applicable data protection regulation.

**24.1.7** 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 the Company.

**24.1.8** 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.

**24.1.9** The Supplier undertakes to cooperate in the most efficient manner with the Company in order to protect and to allow the exercise of the rights of a person whose Personal Data it processes ("**data subject**") on behalf of the Company (or the Company's clients). The Supplier informs immediately the Company of any complaint sent to the Supplier by any data subject



- 24.1.10 The Supplier undertakes also to take into account immediately any request from the Company to allow the data subject concerned to exercise his rights. It also undertakes to provide the Company with all relevant information enabling it to justify to the data subject the implementation of his rights. The Supplier also shall provide the Company with all relevant information concerning the recipients of the Personal Data so that the latter is able to inform the data subject by the processing of said Personal Data and to respond to their requests.
- 24.1.11 If Personal Data came from the Company or from any Affiliated Company located in European Union or concerns EU citizens, the Supplier undertakes to:
- process Personal Data only inside the European Union or in third countries which do have an "adequate level" of Personal Data protection under applicable regulations; or
  - benefit from a specific decision by a Personal Data protection authority (BCR, etc.) authorizing the Supplier to transfer Personal Data to third countries.
- 24.1.12 Inform the Company at any time, at the request of the Company, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.
- 24.1.13 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 the Company to meet the requirements and requests of the data protection authorities.

## **24.2 Data Security/Cyber Security**

24.2.1 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.

24.2.2 For this purpose, the Supplier undertakes to:

- a) Ensure the security of his information systems in accordance with the commercial best standards and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
- b) 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;
- c) Comply with Faurecia's security policies, security standards and security procedures;
- d) Encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;
- e) Implement and maintain appropriate technical and organizational measures and other protections for the proper security of all information, by not loading any Company Confidential Information on any laptop computers or portable electronic devices or any portable storage media that can be removed from Supplier's premises, unless such Information has been encrypted.
- f) 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.

g) Implement protection of password theft or loss or unauthorized access or use of information, including implementation and enforcement of physical security measures at Supplier's premises with respect to access and maintenance of information that are at least equal to industry standards for such types of premises.

24.2.3 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.

24.2.4 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.

24.2.5 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.

24.2.6 In the event of a cyber security incident or data security breach (each, a "Cyber Security Event") that causes any actual or potential breach by Supplier of this Contract, GPC, Particular Conditions or any Purchase Order, including without limitation any delay in supplying the Contractual Products or performing the Contractual Services or access to information, Supplier shall inform Company by telephone call, and by text or email, of such cybersecurity incident, as soon as reasonably possible, but in any event within twenty-four (24) hours of Supplier discovering such Cyber Security Event. Supplier shall (i) Provide Company with a summary of known information about such Cyber Security Event; (ii) implement required remedial measures to remedy the effects of such Cyber Security Event; (iii) provide specific information about the Cyber Security Event and response upon request by Company; (iv) provide an investigation of root causes and vulnerabilities leading to the Cyber Security Event; (v) within seven (7) days following the completion of such investigation; provide a written report to Company, including a detailed description of the Cyber Security Event; causes leading to such event; how Supplier has mitigated against future events; a timeline of the Cyber Security Event; suspected perpetrators of the Cyber Security Event; the information or access to information may have been affected by such Cyber Security Event; and any financial impact to the Company related to such Cyber Security Event.

24.2.7 In connection with the above, Supplier shall, at its sole cost and expense, promptly investigate the Cyber Security Event and cooperate fully with Company in its investigation of the same, including by providing access and information to Company, as or when requested by Company. Supplier shall fully implement all required remedial actions identified by Supplier or by Company, to stop such Cyber Security Event from continuing, or prevent a future event, not later than thirty (30) days' following the completion of Supplier's investigation of such incident, or such sooner time as is necessary to restore the security and Supplier's performance of obligations under any

Purchase Order. Supplier shall provide Faurecia with the name and contact information of one or more primary security representatives of Supplier who may be reached by Company twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

24.2.8 In the event Company has suffered a loss as a result of any Cyber Security Event in connection with the payment for the Contractual Products or Contractual Services under this Contract, Supplier shall only be entitled to receive payment under the Purchase Order for such Contractual Products and/or Contractual Services only after, and to the extent of, and in proportion to, Company's completion of any and all investigations related thereto and subject to all indemnification obligations of Supplier, and all set-off rights of Company under this Purchase Order.

24.2.9 Supplier's information systems shall not contain any virus, malware, Trojan Horse, worm, time bomb, spyware, or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, hold hostage, or otherwise detrimentally interfere with, surreptitiously intercept or expropriate any system. Supplier shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Company's systems or Information.

24.2.10 Supplier shall release, defend, indemnify and hold Faurecia Indemnified Parties harmless from and against all Liabilities arising from or in connection with Supplier's or Supplier's Representative's business or information systems relating to any Cyber Security Event. No limitations of Faurecia Indemnified Party rights or remedies in any of Supplier's documents shall operate to reduce or exclude such indemnification.

### **24.3 Security**

24.3.1 In order to perform the Contractual Products and/or Contractual Services, the Supplier undertakes to ensure the complete security of the processing of data transmitted by the Company or which the Company give access to (Personal Data or not), and 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.

24.3.2 For this purpose, the Supplier undertakes to:

- ensure the security of its information systems in accordance with the « state of the art » and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
- provide the Company with the security policies (physical or logical) set in place and justify to the Company, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information; and

24.3.3 Encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;

- 24.3.4 Secure the exchange of Personal Data (encryption, authentication) with the Company or with the Company's clients, so that they cannot be exploited by an unauthorized third party.
- 24.3.5 The Supplier undertakes to ensure that all Contractual Products and/or Equipment supplied and/or Contractual Services provided to the Company, be exempt from all the Vulnerabilities (defined as a security breach or a design defect enabling an attack) made public on that date and which may be detrimental to the security of the Company's Personal Data or information system or the Personal Data of the Company's clients or their information systems.
- 24.3.6 The Supplier undertakes, as soon as a new Vulnerability in the Contractual Product and/or the Equipment supplied and/or Contractual Service provided has been identified by himself, their Subcontractor, any third party or via a public information, to inform immediately the Company and fill this Vulnerability or set up any other solution for this purpose that does not affect the price, the performances, the functioning of the Contractual Product and/or the Equipment and/or the Contractual Service provided, or the security of the Company's Personal Data or information system or the Personal Data of the Company's clients or their information systems. The solution must be provided by the Supplier as soon as possible considering the type of Vulnerability.
- 24.3.7 The Supplier warrants the traceability and preservation of evidence for at least one year (unless otherwise provided by law) of the actions and the management of the proof of all his obligations regarding the security and confidentiality of the Personal Data.

#### **24.4 Personal Data breach**

- 24.4.1 If the Supplier suffers from a security incident or a Personal Data breach of the Company's Personal Data (or the Personal Data of the Company's clients), the Supplier undertakes to immediately alert the Company after becoming aware of it. The Supplier undertakes to provide a 24/7 and 365 days/year contact for the management of the Personal Data breaches.
- 24.4.2 The Supplier undertakes to help the Company, at no cost, to implement any action aimed at dealing with these Personal Data breaches, including by notifying the relevant authorities and the persons concerned by those breaches. In this context, he will have to:
- assist the Company regarding any legal or regulatory formalities;
  - provide all the relevant information to the Company to assess the extent of the Personal Data breach;
  - promptly specify the procedures used for the safeguard and remediation to manage these Personal Data breach, as well as their impact on the protection of the information system and data security;
  - cooperate and synchronize its communication with the Company on these Personal Data violations to regulators, the media, the the Company's clients or the data subjects concerned.

#### **24.5 Personal Data deletion**

- 24.5.1 During the term of the Contract or upon its termination in Terms of Section 26, the Supplier must, at the request of the Company, delete and/or return without delay to the Company all or part the the Company's Personal Data or the Personal Data of the Company's clients and deletes existing copies unless, European Union or Member State law or other country law requires otherwise.
- 24.5.2 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.
- 24.5.3 The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to the Company.

#### **24.6 Subcontractors**

- 24.6.1 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 24.
- 24.6.2 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.
- 24.6.3 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.
- 24.6.4 The Supplier shall maintains a list of Subcontractors processing the Company's Personal Data or the Personal Data of the Company's clients. This list will be updated at least once a year.

## **25. SAMPLES, PROTOTYPES, TOOLING**

- 25.1** Unless otherwise stated in the Purchase Order the Supplier shall transfer the ownership, title and risks of the Equipment that the Supplier manufactures or causes to be manufactured within the framework of the Contract to the Company. The transfer of ownership, title and risks shall be determined in accordance with Section 21.
- 25.2** 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 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.
- 25.3 Non-Use.** Supplier shall be restricted in its use of any Tooling or Equipment such that Supplier may only use such Tooling or Equipment solely for purposes of performing its obligations to the Company or Company's Customer under the applicable Purchase Order. 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.
- 25.4** 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, and the words "Property of FAURECIA which may not be sold, transferred, or pledged" at the Supplier's expenses.
- 25.5** 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.

## **26. TERMINATION**

### **26.1 Ordinary termination**

- 26.1.1 The Company 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.

26.1.2 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.

## **26.2 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 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.

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

## **26.3 Termination due to Customer Termination**

26.3.1 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 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.

26.3.2 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 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.

## **26.4 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.

## **26.5 Termination in the event of "Change of Control"**

The Company shall be entitled to terminate the Contract in writing by letter with acknowledgment of receipt with a reasonable notice period, if subsequent to the effective date of the Contract, 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.

## **27. 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 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.

## **28. SPARE PARTS**

- 28.1** 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.
- 28.2** 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 28.1.
- 28.3** 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.

## **29. FORCE MAJEURE; EXCUSABLE DELAY**

- 29.1** 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.
- 29.2** 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.

Supplier, at its sole cost and expense, shall use best efforts to mitigate any adverse effects or costs to Company due to any actual or potential delay, including (i) the implementation of a production contingency plan; (ii) expedited freight and shipping; (iii) sourcing through alternative locations/jurisdictions; and (iv) upon Company's express written authorization, increasing Supplier's inventory of finished goods or Contractual Products to a level sufficient to sustain deliveries during such delay.

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.

- 29.3** 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.
- 29.4** Company may delay acceptance of delivery of the Contractual Products and/or performance of the Contractual Services by reason of an excusable delay. In such case, Supplier shall hold the Contractual Products or delay performance of the Contractual Services, at Company's direction and at no cost to Company, until the cause of the excusable delay has been removed.
- 29.5** Without limiting Supplier's obligations herein, in the event of any supply allocation, including as a result of a Force Majeure Event, Supplier shall give preference to the Company for all of the Contractual Products and dedication of persons for the delivery of the Contractual Services ordered under any Purchase Order.

## **30. COMPANY'S WEBSITE**

- 30.1** Company's internet website (or such other website as may be directed through links on Company's website, or other supplier portal provided by Company) (the "Company Website") may contain specific additional requirements for certain items covered by the Purchase Orders, including supply chain and logistics, labelling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of this Contract and apply to the Purchase Order. Company may periodically update such requirements by posting revisions on Company's Website.
- 30.2** Company may modify the Purchase Order terms, GPC, QAA, Code of Conduct, Particular Conditions or this Contract from time to time by posting revised terms to Company's Website. Such revised terms shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date of Company's posting of the modified terms and conditions. Supplier agrees that it is Supplier's obligation to review Company's Website periodically and waives notice of any updates to the Contract, or Purchase Order, other than as such updated terms may be posted on the Company's website.

## **31. APPLICABLE LAW - JURISDICTION**

French substantive 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 shall not apply to the Contract.

- 31.1** 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 bringing a complaint or initiating an arbitration proceeding.
- 31.2** The Contracting Parties agree that disputes, even in case of warranty claim or multiple defendants, not resolved amicably within sixty (60) calendar days shall be exclusively filed before the Commercial Court (*Tribunal de Commerce*) of Paris, France.

## **32. GENERAL PROVISIONS**

### **32.1 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.

### **32.2 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.

### **32.3 Set-off and retention**

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



### **32.4 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.

### **32.5 Transfer of the Contract**

The 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 the 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 the Company.

### **32.6 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.

### **32.7 Dates and Working Days**

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.

### **32.8 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.

### **32.9 Proof of origin**

The Supplier shall provide with each invoice a certificate of origin for the Contractual Product or as applicable, the Supplier has to provide by January 15th of each year his long-term-supplier's declaration for Contractual Products having preferential origin as

per Council Regulation (EU) 2015/2447 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.

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