

## General Conditions

### 1. Definitions

In this Agreement and in the Attachments to the Supply Agreement, the terms and expressions listed below, whenever started with capital letter, among other definitions inserted in the Clauses, shall have the following meanings:

**Agreement:** the Supply Agreement.

**Breach:** as the meaning set forth in Clause 19.1.

**Clause:** any paragraph/provision of this Agreement.

**Code:** the alphanumeric code given to Sodectia Group Parts.

**Confidential Information:** the information and documents referred to in Clause 17.

**Consignment Agreement:** this Agreement to supply under consignment terms as per the respective annex to this Agreement, which, after dully executed, is part of this Agreement.

**Costumer Specific Requirements (CSR):** The Sodectia's costumer specific requirements.

**Defects:** Any defects or non-conformities affecting the Parts in terms of size, appearance, safety, quality standards, rules and criteria or other considerations and specifications per the relevant documents referred to in this Agreement, in addition to the rules in the Sodectia Supplier Manual.

**Defective Parts:** Parts evidencing any Defect.

**Delay or Default:** a delay or default to comply as defined in Clause 18.1.

**Delay Penalty:** The penalty in the occurrence of any Delay as determined in Clause 18.2.

**Delivery Date:** the date for delivering Parts to SODECIA, as noted on the Releases.

**Forecasts:** a non-binding statement regarding projected quantities for the months following the month in progress.

**GC:** the General Conditions in this Agreement.

**IMDS:** International Material Data System – computer system for entering Parts' data.

**Incoterms:** the terms and sale conditions published by the International Chamber of Commerce.

**IP Penalty:** the penalty referred to in GC 16.13.

**NDA:** the Non-Disclosure Agreement executed by and between the Parties on Sodectia Supplier Portal.

**Parts:** the Parts identified in the SC and/or Releases.

**Parts Specifications:** the engineering definition, mathematical model release, dimensions and tolerance release for the Parts, detailed in the SC.

**Party or Parties:** either one of the entities in the Agreement, individually or together.

**PPAP:** Production Part Approval Process – the set of rules to which the production and delivery of Parts are subject, to be complied by the Supplier and subject to approval by SODECIA.

**Release or Releases:** the notification(s) by SODECIA to the SUPPLIER indicating the Parts, quantities to be supplied, from time to time, Delivery Dates and/or Forecasts. A Release incorporates the GC.

**Request for Quotation:** a solicitation to a supplier to provide a cost quote for certain Parts for a specific programme.

**SC:** the Special Conditions in the Agreement.

**Service Parts:** the Service Parts referred to in GC 5.4.

**Sodecia Assets:** as the meaning indicated in GC 4.1.

**Sodecia Group:** any entity that controls SODECIA, that is controlled by SODECIA or which is under common control with SODECIA, by way of possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

**Sodecia IP Rights:** the intellectual property rights described in GC 16.1.

**Sodecia's Documents:** the information and/or documents disclosed by SODECIA or which the SUPPLIER had access to under this Agreement.

**Sodecia Supplier Manual:** the set of rules SUPPLIER must comply further to the Conditions ascribed in this Agreement

**Sodecia Supplier Portal:** the electronic portal to be used by any supplier to SODECIA.

**Termination Letter:** The notice to terminate this Agreement per Breach or non-conformity.

## **2. Supplier Capacity**

- 2.1.** SUPPLIER states and warrants that (i) holds all information for the prompt and strict performance of this Agreement, in particular abiding by and complying with the IMDS (if applicable), PPAP and Sodecia Supplier Manual; (ii) it has and will maintain the industrial, organizational, economic and financial means to strictly and promptly supply the Parts in accordance with indication on the SC 7 plus 15% (fifteen per cent) flexibility.
- 2.2.** SODECIA may instruct the SUPPLIER to keep a pre-defined stock of Parts, as shall be reflected in the SC (if applicable).
- 2.3.** SUPPLIER shall render all services under this Agreement and the respective production on the premises indicated in the SC, safe with SODECIA's prior written approval to other premises.

## **3. Parts quality and documentation**

- 3.1.** SUPPLIER agrees to comply with Sodecia Supplier Manual and Customer Specific Requirements.
- 3.2.** SUPPLIER warrants that its services shall meet all Parts Specifications, designs, samples, and other elements applicable to the Supplier and that the Parts shall be in perfect condition for the purposes for which are intended, free from any Defects.
- 3.3.** Upon notice to SUPPLIER of new specifications, SODECIA may request changes to the Parts Specifications. SUPPLIER shall evaluate the changes requested within 10 (ten) working days and, upon technical and commercial mutual understanding, shall deliver to SODECIA initial samples accordingly to Sodecia Supplier Manual.
- 3.4.** Serial Production and delivery of Parts is contingent on SODECIA's acceptance of the initial samples, with the PPAP or equivalent document and the respective data entered the IMDS (if applicable).

- 3.5.** SUPPLIER shall notify SODECIA on any relevant quality change in the (a) PPAP; (b) Parts; (c) materials and/or substances used on the Parts; (d) production process; (e) production premises of the SUPPLIER or production place of the SUPPLIER's supplier(s), which are subject to SODECIA's prior written approval.
- 3.6.** SUPPLIER shall exclusively and entirely bear all costs related to any change referred to in Clause 3.3 that is made at Supplier's initiative.
- 3.7.** If SUPPLIER makes any quality changes without SODECIA's prior written approval, SODECIA has the right to cancel all and any Release(s) and/or demand a compensation for all damages and losses incurred by SODECIA, Sodecia Group, SODECIA's customers and/or third parties as a result thereof.
- 3.8.** Receipt of the Parts does not imply recognition, or confirmation of its quality by SODECIA nor represents or can be interpreted as the loss or waive of any rights by SODECIA regarding the Parts and/or its quality that cannot be evaluated in one sole moment, as Defects may show up after having the Parts in use.
- 3.9.** SODECIA shall notify the SUPPLIER on any Defects under the SODECIA Quality System Management and may, at its discretion and notwithstanding SUPPLIER's liability for delays or non-performance: (i) refuse to accept the Defective Parts, in which case the SUPPLIER shall be obliged to ,without undue delay, remove such Parts from SODECIA's premises at its own expenses; (ii) upon request by SUPPLIER approved by SODECIA, accept the Parts and reduce the price accordingly; (iii) require that the Defective Parts be replaced with all reasonable and proven costs to be borne by the SUPPLIER.
- 3.10.** SUPPLIER undertakes, without causing any stoppage to the production line, to perform, or obtain from third parties, all necessary to select, repair or replace the Defective Parts, regardless of where these are found within the supply chain and will assume full liability for the costs actually incurred, attributable to Supplier's actions/omissions.
- 3.11.** If the SUPPLIER fails to, without undue delay, comply with the provisions in Clause 3.10., SODECIA may, at its discretion, carry out the necessary actions directly or have it performed by a third party with the SUPPLIER taking full liability for the costs actually incurred, attributable to Supplier's actions/omissions.
- 3.12.** The replacement of Defective Parts is subject to prior written authorization by SODECIA.
- 3.13.** If the Supplier fails to remove completely the Defective Parts from SODECIA's premises after 10 (ten) days from Sodecia's notice, the SUPPLIER shall pay a daily fee per square meter of occupied space to be defined in the SC.
- 3.14.** Defects may give rise to consequential damages, lost profits, and non-pecuniary damages, in which case the SUPPLIER shall take full liability for all consequences actually suffered and proven by SODECIA, Sodecia Group's companies, customers or any third parties, resulting thereof.
- 4. SODECIA Assets**
- 4.1.** If SUPPLIER is holding and/or using equipment (including equipment, tools, gauges, packaging, or others) owned by SODECIA (the "SODECIA Assets"): **(i)** they are to be used for the manufacture of Parts to SODECIA only; **(ii)** shall be always labelled per SODECIA's identification rules; **(iii)** shall be use, store, kept and maintain with all due care and protection to be in order and perfect conditions for use; **(iv)** costs for maintenance and repair shall be SUPPLIER's burden during the life cycle as indicated in the SC; Costs after the life cycle shall be agreed upon the Parties; **(v)** repairs shall be made without undue delay to prevent Parts' defects of delays in supplying; **(vi)** valid insurance coverage against damages at the replacement value the SODECIA Assets, shall be keep by the SUPPLIER at its costs; **(vii)** SUPPLIER shall without undue delay inform SODECIA on any damages; **(viii)** SODECIA has the right to access and to inspect the SODECIA's Assets by giving prior notice to the SUPPLIER; and **(ix)** after termination of this

Agreement or upon SODECIA's request, SUPPLIER shall without undue delay return the SODECIA's Assets to SODECIA and cannot, in any circumstances, withhold or retain them.

**5. Supply/ Releases**

- 5.1. SUPPLIER shall supply the Parts identified in the SC under SODECIA's Release(s), which are numbered and indicate: (i) Product Code and quantities; (ii) Delivery Dates; and (iii) Forecasts for the following months.
- 5.2. For Forecasts, the SUPPLIER can produce the forecasted quantities for the following month and purchase raw materials and components for the following two months, which SODECIA shall receive or agree to compensate SUPPLIER on the corresponding expenses.
- 5.3. SODECIA accepts no liability for Parts, components or raw material that have not been placed in accordance with a Release properly issued.
- 5.4. SUPPLIER undertakes to supply to SODECIA Service Parts for at least 15 (fifteen) years or any other term to be defined in the SC, from the end of series production (end of life) and the termination of this Agreement.
- 5.5. Minimum order quantities for Service Parts shall be determined by and between the Parties.
- 5.6. For a period of 2 (two) years after the end of production, prices shall not be affected.
- 5.7. After such period, if SUPPLIER intends to suggest price adjustments, shall inform SODECIA of the price calculation formula (cost break down) of the Service Parts, providing the relevant pricing criteria when requested.

**6. Cancel of Releases**

- 6.1. SODECIA may cancel Releases in case of: (i) SUPPLIER entering into bankruptcy, creditors agreements or equivalent proceedings, (ii) application for attachment, seizure, embargo, appropriation or other precautionary measures with respect to assets or shareholdings of the SUPPLIER; (iii) reasonable doubts - as per SODECIA's determination - concerning SUPPLIER's capacity to deliver the Parts on the Delivery Date; (iv) in cases of force majeure; (v) change of the (a) PPAP, (b) Parts, (c) materials and/or substances used on the Parts, (d) production process, (e) production place of the SUPPLIER or production place of the SUPPLIER's supplier(s), by the SUPPLIER without prior written approval by SODECIA.

**7. Non-binding quantities**

- 7.1. SODECIA does not warrant to SUPPLIER, nor does it undertake to issue orders for any minimum quantities of Parts. The quantities indicated in the SC are merely indicative and not binding, other than for SUPPLIER commitment to supply the Parts per the Releases issued by SODECIA. No SC may rule differently. Any SC in violation of this Clause 7.1 shall be deemed as not written and rejected by SODECIA.

**8. Deliveries**

- 8.1. Parts shall be delivered on the Delivery Date (safe with different written approval by SODECIA) as per the Incoterm defined in the SC, according to the packaging and labelling definitions laid down by SODECIA and agreed with the SUPPLIER, with the respective documents, including number of the respective Release.
- 8.2. Notwithstanding its liability for delays or non-performance, the SUPPLIER shall notify SODECIA as soon as there is any issue or matter regarding its ability to make the full delivery on the Delivery Date. If the Supplier fails to deliver the Parts in their entirety and/or within the prescribed term, SODECIA, at its discretion, may refuse to receive the Parts, which shall be removed by SUPPLIER, or by SODECIA (or by a third-party designated by SODECIA), always at the expenses of the SUPPLIER.

8.3. If the Supplier fails to remove completely the Parts from SODECIA's premises after 10 (ten) days from SODECIA's notice, the SUPPLIER shall pay a daily fee per square meter of occupied space to be defined in the SC.

8.4. Supplier may take-over the delivered Parts from SODECIA in the event of undisputed payment overdue of the respective Price, to the extent the take-over is feasible.

**9. Price**

9.1. Price for the Parts is indicated in the SC, based on the (i) Request for Quotation; (ii) Technical drawings; (iii) Any specifications; (iv) Cost Break Down (CBD), and includes all work, services, costs, expenses, charges, manufacture, maintenance, tools, warranties, raw materials, storage, packaging, conditioning, accessories, information, documents, communications, testing, equipment, instruction, training, transport, delivery, loading, unloading, insurances, currency fluctuations, fees, taxes, obligations, licenses and import and customs duties, directly and indirectly related to the production and services necessary to comply in due time with the commitments under this Agreement.

9.2. Price is fixed and cannot, under any circumstances, be revised during the entire term of this Agreement other than expressly permitted in a Clause of this Agreement, or by mutual agreement between SODECIA and the SUPPLIER.

9.3. SUPPLIER cannot, under any circumstances, demand any other payments for additional or different works, to carry out its commitment under this Agreement.

**10. Competitiveness prices**

10.1. SUPPLIER shall, always, look for possible costs reductions to be agreed with SODECIA. The Parties shall meet regularly, at least once a year, to analyse product and process optimization (VA/VE; Kaizen) and to review competitiveness conditions, particularly with respect to design, technology, quality, delivery terms and performance analysis, in accordance with the Sodecia Supplier Manual, aimed at achieving cost reductions and improvements in production and product.

10.2. At its sole discretion and at any time, SODECIA may evaluate the Prices' competitiveness and perform market tests. Whenever requested by SODECIA, SUPPLIER shall inform its cost break down (CBD) with respective evidence, in particular: (i) prices of raw material with material overheads; (ii) prices of ancillary SUPPLIER parts with material overheads; (iii) costs of manufacturing and manufacturing overheads; (iv) development costs and amortized tooling costs; (v) sales and administration cost; and (vi) cash discounts/payment terms.

10.3. SODECIA may invite the SUPPLIER to review its prices by setting the price target the SUPPLIER shall match. The Supplier shall, then, be granted a right of first refusal to supply the Parts at the target price indicated by SODECIA.

10.4. If SUPPLIER does not match the price target, SODECIA may terminate the Agreement, by giving two months prior written notice to the SUPPLIER. Such termination grants no special rights to the SUPPLIER.

**11. Invoice and Payment**

11.1. Price shall be invoiced and paid as determined in the SC.

11.2. Any advanced payment made by SODECIA shall be at its sole discretion and the respective amount shall be deducted from the next invoice.

11.3. SODECIA shall be entitled to retain payments if SUPPLIER did not fully and timely eliminate any Defects.

**12. Consignment**

12.1. The supply may be subject to consignment if so agreed in the SC, under the Consignment Agreement terms.

**13. Right to set-off**

- 13.1.** Upon notice to the SUPPLIER, SODECIA shall be entitled to set-off or recover, in whole or in part, any undisputed amount to which it is entitled against the SUPPLIER under this Agreement or applicable Law, on any outstanding or future payment due to the SUPPLIER.
- 13.2.** The set-off by SODECIA does not entitle the SUPPLIER to stop performing any of its duties nor to suspend, delay, reduce or limit its activities under this Agreement.

**14. Representations by Supplier**

- 14.1.** Supplier hereby repeats and offers, as valid and in full force, all and any of the representations and warranties previously offered on the Sodecia Supplier Portal and in any document attached or registered thereto, representing, and warranting that, on this date, all and any of such representations remain valid and in full force and are deemed to be reproduced in this GC.
- 14.2.** SUPPLIER further represents and warrants that it has and shall always keep during the term of this Agreement the industrial, organizational, economic and financial means necessary for the promptly and complete performance of this Agreement.
- 14.3.** SODECIA may at any time review the industrial, organizational, economic, and financial condition of SUPPLIER and SUPPLIER shall fully cooperate in such review and promptly provide copies of or access to reasonable requested documents, including financial records and statements. SUPPLIER's information shall be used by SODECIA for purposes of the review only.
- 14.4.** SODECIA may carry out audits and inspections to the SUPPLIER's and/or the SUPPLIER's Assignee premises, including with the participation of SODECIA's customers, to confirm compliance with all requirements, subject to prior notice, that shall refer the relevant elements to be accessed.
- 14.5.** In the event of breach of any representation, warrant or covenant under this Clause SODECIA shall have the right to terminate this Agreement or, at its sole election and discretion, specifically enforce the terms of this Agreement.

**15. Third parties**

- 15.1.** SUPPLIER may not, without SODECIA's prior written consent, (i) assign or delegate (including without limitation by subcontract) to a third party its obligations under this Agreement, or (ii) enter or offer to enter into a transaction with a third party that includes a sale of a substantial portion of its assets, or a merger, sale or exchange with a third party of stock or other equity interests that would result in a change of control of SUPPLIER (any third party entering into an agreement per this Clause is herein designated by "Assignee"). SUPPLIER cannot assign other works or replace the Assignee without SODECIA's prior written consent.
- 15.2.** Any Assignee shall carry out its obligations under the conditions set forth hereunder (including providing information and documents requested and granting access by SODECIA to its premises for audits and inspections to premises, equipment, industrial and process control systems, warehouse systems etc.).
- 15.3.** SUPPLIER retains full responsibility for supplying, including all related warranties and claims, and shall be liable to SODECIA for Assignee's performance of all obligations under this Agreement and/or the agreement with Assignee, unless otherwise expressly agreed in writing by SODECIA. SUPPLIER is expressly forbidden to assign, in whole or in part, credits against SODECIA, without SODECIA's prior written consent.
- 15.4.** SODECIA shall have the right to assign any benefit or duty under this Agreement to any third party upon written notice to SUPPLIER with or without consent and shall thereafter be released of such duty.

**16. Intellectual property**

- 16.1. Intellectual property rights, of which SODECIA is the holder or licensee and those entrusted to SODECIA by its customers or third parties, whether registered or not registered, as well as the Sodecia' s Documents (the "Sodecia IP Rights") may only be used by SUPPLIER for the proper performance of this Agreement and cannot be used for any other purpose without SODECIA's prior written consent.
- 16.2. SUPPLIER shall take any actions to respect and protect the Sodecia IP Rights, preventing its officers, employees or third parties from affecting, impairing, or encumbering such rights.
- 16.3. SUPPLIER is a bona-fide depository of Sodecia' s Documents and is required to employ its best efforts (in the sense of having apply the same degree of care as if protecting its own documents as a normally prudent businessman would apply under the circumstances) to keep, store and safeguard Sodecia's Documents.
- 16.4. SUPPLIER must hand over to SODECIA or destroy the Sodecia's Documents upon SODECIA's request.
- 16.5. SUPPLIER may not publicly use names, marks, products, or any assets covered by Sodecia IP Rights without prior written consent by SODECIA.
- 16.6. SUPPLIER warrants that the performance of the undertakings per this Agreement does not infringe any industrial or intellectual rights, or any other rights of any third party.
- 16.7. Whenever requested by SODECIA, SUPPLIER shall authorize, to the extent possible and free of charge, to use the SUPPLIER's intellectual property rights which are necessary for the performance of this Agreement.
- 16.8. SUPPLIER shall inform SODECIA of all innovations arising within the SUPPLIER's organization in connection with the performance of this Agreement, including without limitation: inventions, suggestions for technical improvements, know-how, and any other individually identifiable intellectual property. It shall furnish all documents necessary to assess such innovations and provide SODECIA with any requested information related thereto.
- 16.9. SODECIA shall have sole and exclusive entitlement and exclusive right of use and exploitation to all new work results and products arising in this project, as well as to all materials created and other output etc. produced during the performance of this Agreement.
- 16.10. SUPPLIER shall, without undue delay, inform SODECIA, in writing, of any grievances, complaints or legal proceeding that have been filed or notified to the SUPPLIER or of which it is aware, that are directly or indirectly related to intellectual property rights that may affect the performance of this Agreement.
- 16.11. SUPPLIER acknowledges that the breach of Sodecia IP Rights may result in damages of commercial and industrial nature to SODECIA, including but not limited to actual damages, loss of profit and personal injury, such as loss of goodwill, loss of trust from clients, potential clients, suppliers and potential suppliers and loss of competitive position. Simple monetary compensation may not be sufficient to fully remedy all damages.
- 16.12. SUPPLIER shall indemnify and hold harmless SODECIA, SODECIA's Group and/or any third party for all damages and losses resulting from or in connection with any breach of Sodecia IP Rights
- 16.13. For each breach of Sodecia IP Rights SUPPLIER shall pay to SODECIA the amount indicated in the SC (the "IP Penalty"), notwithstanding the right to claim for any higher loss or damages actually suffered, including administrative, legal, court and other expenses.
17. **Confidentiality**
  - 17.1. This Agreement, the information and documents delivered by and between the Parties or that the SUPPLIER has access to in relation or in connection with this Agreement (regardless of the support or means of transmission) shall be deemed as Confidential Information subject to the terms of the NDA, which are deemed to be reproduced in these GC.

- 17.2. This Clause shall survive the termination of this Agreement for a period of 2 (two) years.
- 18. Delay or Default**
- 18.1. Failure to fulfill in a duly, complete, and proper manner any duty, obligation, agreement, covenant, representation or warranty under the terms of this Agreement, attributable to a Party, is deemed to be a Delay or Default by such Party.
- 18.2. Apart from other consequences set forth in the Agreement, a penalty is fixed in favor of SODECIA for a daily amount equivalent to 0,5% of the price of the Parts in delay (the "Delay Penalty"), notwithstanding to the right to higher compensation for damages and losses actually suffered.
- 18.3. Notwithstanding the Delay Penalty or the provisions in the preceding Clauses, in case of any Delay, SODECIA reserves the right to execute or instruct a third party to execute any actions that SODECIA deems, at its sole discretion, to reduce damages or any consequences arising from or related to such Delay.
- 18.4. The Delay Penalty is warranted even if SODECIA claims any other compensation, deems the service as being definitively unfulfilled or terminates the Agreement, in the latter case being calculated up to the date of the definitive unfulfillment or the date of this Agreement termination.
- 18.5. Delay by SODECIA to pay, in whole or in part, the Price as per the SC, more than 30 (thirty) days shall grant the SUPPLIER the right to claim for interest rate over the overdue amount.
- 18.6. SUPPLIER shall not withhold performance of its obligations, nor exercise any right of retention upon occurrence of a Delay by SODECIA.
- 19. Breach by Supplier**
- 19.1. Further to other provisions in this Agreement, failure by SUPPLIER to fulfil in a duly, complete and proper manner any duty, obligation, agreement, covenant, representation or warranty under the terms of this Agreement which is not cured within a period of 15 (fifteen) days after the due date as set forth in the respective Clause or Attachment is deemed to be a Breach.
- 19.2. Upon the occurrence of a Breach, SUPPLIER shall be liable to SODECIA for all damages, direct or indirect, including consequential damages, costs, and expenses (including in inspecting, sorting, storing, reworking, repairing or replacing, resulting from production interruptions, conducting recall campaigns, customer field service actions or other corrective service actions), lost profits and non-pecuniary damages, notwithstanding the right to terminate the Agreement.
- 20. Force majeure**
- 20.1. SODECIA can decline the provision of services by the SUPPLIER, cancel Releases and terminate this Agreement in cases of force majeure, defined as events not attributable to the Parties, including natural disasters, fires, explosions, floods, storms, wars, riots, coups, decisions made by judicial, governmental, or other authorities, labour disturbances or strikes.
- 21. Termination for Breach or non-conformity**
- 21.1.1. SODECIA is entitled to terminate the Agreement: (i) In the event of a Breach by SUPPLIER; or (ii) If SUPPLIER threatens to breach the Agreement; or (iii) In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to SUPPLIER; or (iv) In the event of application for attachment, seizure, embargo, appropriation or other precautionary measures with respect to the assets or shareholdings of the SUPPLIER; or (v) In the event SUPPLIER is, or becomes, a competitor to SODECIA or to Sodecia Group companies; or (vi) In the event of force majeure; or (vii) In the event SUPPLIER fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Parts; or (viii) In the event SUPPLIER is, or becomes, unable to match SODECIA's price target as per Clause 10



(competitiveness prices); or (ix) In any other event provided for in any specific Clause of this Agreement.

**21.1.2.** Supplier is entitled to terminate this Agreement: (i) In the event of overdue by SODECIA of the amount determined in the SC or higher, for more than 6 months; or (ii) In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to SODECIA; or (iii) In the event of application for attachment, seizure, embargo, appropriation or other precautionary measures with respect to the assets or shareholdings of the SODECIA; or (iv) In the event of force majeure; or (v) In any other event provided for in any specific Clause of this Agreement.

**21.2.** This Agreement is terminated upon receive of the written notice issued by the Party entitled to terminate describing the reasons, matter or circumstances forming the basis of its right to terminate (the "Termination Letter").

**21.3.** Upon termination for Breach or non-performance, no Party shall be relieved or released from any liabilities or damages, according to applicable law and/or the terms of this Agreement arising out of the Party's Breach or Delay.

**22. Liability and insurance**

**22.1.** SUPPLIER takes full and sole liability for (i) injuries to persons, including death, (ii) reasonable and proven damages caused by SUPPLIER to property of any kind or nature, (iii) product liability and (iv) product recall, in all cases including claims, suites, causes of action, liabilities and expenses of any kind caused by or resulting from or in connection with the Parts and shall defend, indemnify and hold SODECIA, its shareholders, directors, officers and employees, harmless.

**22.2.** SUPPLIER shall keep, and provide certificate to Sodecia upon request, a current and valid public liability insurance policy covering its liability per Clause 22.1., with a coverage amount indicated in the SC. The coverage amount does not limit SUPPLIER's liability.

**22.3.** In relation to product liability and product recall coverage, the insurance shall prevail throughout this Agreement and for a period of 3 (three) years after its termination.

**23. Miscellaneous**

**23.1. Exercise of rights**

The non-exercise or late or partial exercise of any right by a Party does not entail and cannot be construed as a waiver of such right, does not preclude its subsequent exercise nor constitutes a debt moratorium or notation of debt. A waiver of any breach of this Agreement by a Party shall not be deemed to be a waiver of any subsequent breach.

**Relationship of Parties.**

**23.2.** SODECIA and SUPPLIER are independent Parties and nothing in this Agreement will make either Party the employee, agent, or legal representative of the other for any purpose, nor grants either Party any authority to assume or to create any obligation on behalf of or in the name of the other, including its employees and agents.

**23.3.** SODECIA takes no liability for any obligation with respect to employees or agents of SUPPLIER or its suppliers or contractors, who are not entitled to employee benefits or other rights awarded to SODECIA employees.

**Personal Data**

**23.4.** The Parties and their representatives mutually authorize the collection, use, processing and treatment of any personal data disclosed under this Agreement for the purposes of its execution and the transactions herewith contemplated, including for its the internal recording and communications to third parties related thereto. By executing this Agreement, SUPPLIER represents and warrants to SODECIA to be legally empowered to grant such authorization on

- its behalf and on behalf of any individual which personal data is, or may be from time to time, disclosed and provided in this Agreement and in all related documents or communications.
- 23.5.** SUPPLIER and the holders of personal data are aware that they have the right to (i) withdraw consent; (ii) access to data; (iii) rectify any inaccuracy or incompleteness of the data; (iv) delete the data when no longer necessary, when the consent has been withdrawn, unless there is a legal basis for the data treatment, when validly opposing to the treatment, or when illicit treatment has occurred; (v) limit treatment; (vi) portability (receiving the data and transmitting it to another controller); (vii) oppose to treatment for particular reasons; (viii) not be subject to decisions exclusively made on the basis of automated processing.
- 23.6.** SUPPLIER grants to SODECIA explicit consent to transmit personal data and any other data concerning the SUPPLIER within SODECIA Group, or to a third party who should have access to it for the purposes of this Agreement, performance of any undertaking contained herein, or satisfaction of the transactions contemplated herein.
- 23.7.** SUPPLIER and SODECIA undertake to fully comply with the applicable data protection legislation, namely (i) to implement appropriate measures to protect personal data against accidental or unlawful destruction or accidental loss, theft, modification, disclosure, or unauthorized access; (ii) to process personal data only for the designated purposes; to keep the data only for the necessary period for the purposes of treatment and compliance with legal obligations.
- 23.8.** The Parties shall use subcontractors to process personal data that provide sufficient warranties of compliance with legal requirements.

#### **Communications**

- 23.9.** Any written communication in relation to this Agreement shall be sent, by electronic forms such as regular mail, registered mail, electronic mail, , to the addresses referred in the SC, or to other addresses the concerned Party previously notified the other Party with a 15 days' notice. SODECIA reserves the right to set policies and procedures for electronic communications.
- 23.10.** Communications between the Parties shall be deemed to have been made on the date on which they are received or, if outside of normal office hours, on the next following working day.

#### **Announcement**

- 23.11.** No Party shall, at any time, whether before or after completion, make or issue any announcement, circular or other publicity relating to any matter referred to in this Agreement without the prior written approval of the other Party. This does not apply to any announcement, circular or other publicity required by law or by the rules or regulations of any recognised securities exchange or of any regulatory or governmental body, in which event the Party making or sending the announcement, circular or other publicity shall, as far as practicable, consult with the other Party as to the form and content of such announcement.
- 23.12.** No Party shall, at any time, whether before or after completion, make or issue any announcement, circular or other publicity relating to any matter referred to in this Agreement without the prior written approval of the other Party. This does not apply to any announcement, circular or other publicity required by law or by the rules or regulations of any recognised securities exchange or of any regulatory or governmental body, in which event the Party making or sending the announcement, circular or other publicity shall, as far as practicable, consult with the other Party as to the form and content of such announcement.

#### **Interpretation and Integration**

- 23.13.** The SC and the GC, any other documents referred to therein, including the Attachments, form the integral agreement between the Parties. Any standards, internal rules or general conditions issued by or normally used by the SUPPLIER shall not be applicable and are expressly rejected hereby. Any terms contained on SUPPLIER's quotation, which are contrary to, or different than, SODECIA's GC or the SC contained herein are expressly rejected. SC shall prevail over GC, save when differently determined in the GC. The GC shall prevail over and supersede any other

provisions contained in the Attachments or other documents. This Agreement and all related Attachments supersedes all prior (verbal or written) agreements or negotiations between the Parties. This does not affect the validity and enforceability of any other document or agreement to which this Agreement refers.

- 23.14.** The titles of the Clauses are inserted for reasons of convenience only and must not be taken into consideration for purposes of the interpretation or integration of the Agreement.
- 23.15.** The invalidity or ineffectiveness of any Clause of this Agreement will not cause the other Clauses to be invalid or ineffective and these will remain in force and be fully binding on the Parties.
- 23.16.** Any term indicated in this Agreement shall refer to consecutive calendar days, excluding the day giving rise to such term and, if ending on a Saturday, Sunday or public holiday, the term shall expire on the immediately following business day.
- 23.17.** Interests are calculated based on 365 days per year.
- 23.18.** This Agreement may not be amended, supplemented, or changed, except by an agreement in writing signed by both Parties that specifically refers to this Agreement.