

**General Conditions****1. Definitions**

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

**Agreement:** this Supply Agreement - Parts.

**Breach:** as the meaning set forth in Clause 20.1.

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

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

**Confidential Information:** the information and documents referred to in Clause 18.

**Consignment Agreement:** the 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 Sodecia'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 Sodecia Supplier Manual.

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

**Delay or Default:** a delay or default to comply as defined in Clause 19.1.

**Delay Penalty:** The penalty in the occurrence of any Delay as determined in Clause 19.2.

**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 Clause 17.13.

**NDA:** the Non-Disclosure Agreement executed by and between the Parties on Sodecia 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 Supply Agreement.

**Service Parts:** the Service Parts referred to in GC 6.8.

**Sodecia Assets:** as the meaning indicated in GC 5.1.

**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 17.1.

**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. Previous Documentation/information**

- 2.1. Prior to this Agreement, SUPPLIER had access to the following documentation/information and/or issued and/or delivered the following documents/information: (i) Register on Sodecia Supplier Portal with related data/documents; (ii) Supplier's Initial Representations and Warranties; (iii) NDA; (iv) GC; (v) Request for Quotation (RfQ); (vi) Technical drawings; (vii) Parts Specifications; (viii) Sodecia Supplier Manual; (ix) Customer Specific Requirements (CSR).
- 2.2. SUPPLIER states and confirms having had prior access to the referred documents/information, with proper notice, and that had no objection, doubt or need for any clarification, addendum or completion of any data in order to prepare and deliver its quotation.
- 2.3. Upon submission of its quotation, SUPPLIER accepts all the referred documents that must be read as if specifically incorporated herein and constitute an integral part of this Agreement.
- 2.4. 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.

## **3. Supplier Capacity**

- 3.1. SUPPLIER states and warrants that (i) holds all the necessary information for the prompt and strict performance of this Agreement, in particular abiding by and complying with the IMDS, 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 Appendix 3.1-CG; and (iii) it has and will maintain the industrial, organizational, economic and financial means to strictly and promptly supply the Parts in accordance with Appendix 3.1-CG plus 15% (fifteen per cent) flexibility.
- 3.2. SODECIA may instruct the SUPPLIER to keep a pre-defined stock of Parts.
- 3.3. SUPPLIER shall render all services under this Agreement and the respective production on the premises indicated in the SC. Any change to such premises relies on SODECIA's prior written approval.

## **4. Parts quality and documentation**

- 4.1. SUPPLIER agrees to comply with Sodecia Supplier Manual and Customer Specific Requirements from SODECIA and its Customers.
- 4.2. SUPPLIER warrants that the Parts shall meet all the Parts Specifications, designs, samples and other applicable elements and be free from defects of any nature or origin and in accordance with approved PPAP.
- 4.3. SODECIA has the right to request changes in the Parts Specifications. Such changes will be notified to the SUPPLIER by SODECIA's delivering of new specifications. SUPPLIER will evaluate the feasibility of the change within 10 working days. After everything is clear on technical and commercial side, SUPPLIER shall execute such changes as promptly as possible and present to SODECIA, prior to series manufacture, initial samples accordingly to the regulations in the Sodecia Supplier Manual.

- 4.4. 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 into the IMDS.
- 4.5. SUPPLIER shall notify SODECIA on any 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.
- 4.6. SUPPLIER shall exclusively and entirely bear all costs related or associated with any change referred to in point 4.5.
- 4.7. If the SUPPLIER makes any of the changes referred to in point 4.5. 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.
- 4.8. SUPPLIER acknowledges that the quality of the Parts cannot be evaluated in one sole moment and that Defects may show up after having the Parts in use.
- 4.9. 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.
- 4.10. SODECIA shall notify the SUPPLIER on any Defects 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 immediately 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 costs to be borne by the SUPPLIER after notifying SUPPLIER and having an opportunity to review the root cause of the Defects.
- 4.11. 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 incurred.
- 4.12. If the SUPPLIER fails to immediately comply with the provisions in the preceding point, SODECIA may, at its discretion, perform directly the required actions or have it performed by a third party with the SUPPLIER taking full liability for the costs incurred.
- 4.13. The replacement of Defective Parts is subject to prior written authorization by SODECIA.
- 4.14. For any delay in removing the Defective Parts from SODECIA's premises, the SUPPLIER shall pay a daily fee of € 50,00/m<sup>2</sup> (fifty euros per square meter) of occupied space.
- 4.15. SUPPLIER takes full liability for all damages caused to SODECIA, Sodecia Group's companies, customers or any third parties, resulting from Defective Parts.
5. **SODECIA Assets**
- 5.1. If SUPPLIER is holding and/or using equipment (including equipment, tools, gauges, packaging, or others) owned by SODECIA (the SODECIA Assets):
- 5.1.1. SUPPLIER must keep SODECIA's Assets perfectly identified as SODECIA property, namely by labelling or plaque, so that they can easily be identified as SODECIA's property at all times;
- 5.1.2. SODECIA may decide and determine to the SUPPLIER the identification rules to be used;
- 5.1.3. SUPPLIER shall use, store, kept and maintain the SODECIA Assets with all due care and protection in order to be in proper order and condition to be used;
- 5.1.4. During the Cycle Life (as indicated in the SC) SUPPLIER is liable for the maintenance and repair of the SODECIA Assets, bearing all costs from whatever cause, including the indirect costs for any neglect. After the Cycle life, the Parties shall negotiate the following terms.
- 5.1.5. The removal of damages is to be carried out punctually, so that defects on the Parts, or exceeding delivery schedules, are always excluded;

- 5.1.6. SUPPLIER shall have valid and effective at all times an insurance policy against damages, of any kind, to the SODECIA Assets, at its replacement value, bearing the respective costs; a cover verification for the insurance is to be submitted to SODECIA on request;
- 5.1.7. The SODECIA Assets must be repaired promptly in order to avoid defects and delays on the delivery of the Parts.
- 5.1.8. SODECIA is to be informed immediately of any damages to the SODECIA Assets;
- 5.1.9. The SUPPLIER cannot use the SODECIA Assets for purposes other than those related to manufacturing the Parts, neither can it permit the use of the SODECIA Assets by any other party (person or entity);
- 5.1.10. At its sole discretion and at any time, SODECIA has the right to access and to inspect the SODECIA Assets by giving prior notice to the SUPPLIER;
- 5.1.11. After termination of this Agreement or upon SODECIA's request, SUPPLIER shall immediately return the SODECIA Assets to SODECIA and cannot, in any circumstances, withhold or retain them.

## **6. Supply/ Releases**

- 6.1. SUPPLIER shall supply the Parts identified in the SC under the Release(s) issued by SODECIA.
- 6.2. SODECIA can, at any time, issue one or more Releases, which are numbered and, namely, contain (i) Product Code and quantities; (ii) Delivery Dates; and (iii) Forecasts for the following months.
- 6.3. Regarding the Forecasts, SUPPLIER can produce the quantities for the month following the month in progress and purchase raw materials and components for the two months following the month in progress.
- 6.4. SODECIA shall receive the quantities produced and the raw materials referred to in the preceding point or will agree to compensate SUPPLIER for the corresponding expenses.
- 6.5. The SUPPLIER shall provide the quantities indicated on the Releases under the terms of this Agreement and the respective Release.
- 6.6. SODECIA accepts no liability for Parts, components or raw material that have not been placed in accordance with a properly issued Release.
- 6.7. SUPPLIER undertakes to supply to SODECIA Service Parts for at least 15 (fifteen) years from the end of series production (end of life) and the termination of this Agreement.
- 6.8. The price for the Service Parts and the minimum order quantities shall be determined by and between the Parties, provided that the maximum price of the Service Parts shall be 3 (three) times higher than the price of the Parts at the time of the end of its series production (end of life). SUPPLIER undertakes to inform SODECIA of the price calculation formula (cost break down) of the Service Parts, providing SODECIA with the relevant pricing criteria when requested. However, SUPPLIER shall keep the same prices unaffected for a period of 2 (two) years after the end of production.

## **7. Cancel of Releases**

- 7.1. SODECIA may cancel Releases in the following cases: (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.

## **8. Non-binding quantities/ Non-exclusivity**

- 8.1. 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 8.1 shall be deemed as not written and rejected by SODECIA.

- 8.2.** SUPPLIER is not granted any exclusivity to supply SODECIA the Parts and/or the Spare Parts and, therefore, SODECIA may, at any time, source the Parts from any other SUPPLIER. No SC may rule out the non-exclusivity rule nor limit or affect SODECIA's right to be supplied by a third party. Any SC in violation of this clause 8.2 shall be deemed as not written and rejected by SODECIA.

**9. Deliveries**

- 9.1.** Parts shall be delivered on the Delivery Date and as per the Incoterm defined in the SC, according to the packaging and labelling definitions laid down by SODECIA.
- 9.2.** The delivery of Parts prior to the Delivery Date requires written authorization by SODECIA.
- 9.3.** Parts shall be delivered with the respective documents, including bill of lading, or equivalent, and packing slip, indicating the Code, quantity and number of the respective Release.
- 9.4.** 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.
- 9.5.** In the event a complete and timely delivery is not made, SODECIA will notify SUPPLIER immediately and may, at its discretion and notwithstanding SUPPLIER's liability for delays or non-performance: (i) refuse to receive the Parts, in which case the SUPPLIER shall be obliged to immediately remove such Parts from SODECIA's premises at its own expense; (ii) accept the Parts and reduce the price accordingly.
- 9.6.** Notwithstanding the preceding point, SODECIA may, after notifying SUPPLIER, at its discretion, perform directly the required actions or have it performed by a third party with the SUPPLIER taking full liability for the incurred costs.
- 9.7.** For any delay in removing the Parts from SODECIA's premises, as per GC 4.14, the SUPPLIER shall pay a daily fee of € 50,00/m<sup>2</sup> (fifty euros per square meter) of occupied space.

**10. Price**

- 10.1.** Price for the Parts, including all work, performance, services and labor related to or in connection with the duly, timely and complete performance of this Agreement is indicated in the SC.
- 10.2.** Price also includes any and all costs, expenses, charges, manufacture, maintenance, tools, warranties, raw materials, storage, packaging, conditioning, accessories, information, documentation, 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 per this Agreement. SUPPLIER may not ask for any additional amount under any circumstances.
- 10.3.** Price is based on the following documents attached to this Agreement: (i) Request for Quotation; (ii) Technical drawings; (iii) Any specifications; (iv) Cost Break Down (CBD).
- 10.4.** Price is fixed and cannot, under any circumstances, be revised during the entire term of this Agreement other than expressly allowed in a Clause of this Agreement.
- 10.5.** SUPPLIER cannot, under any circumstances, demand any other payments for additional or different works, which have been carried out to the perfect, complete and timely performance of this Agreement and all obligations belonging to SUPPLIER herein.
- 10.6.** SODECIA and the SUPPLIER shall meet regularly, at least once a year, 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.
- 10.7.** To be able to offer competitive prices at all times, SUPPLIER shall look for additional chances to costs reductions through product and process optimization. SODECIA agrees to make its best efforts to support the implementation of costs reduction chances presented by the SUPPLIER. SUPPLIER shall

cooperate with SODECIA in performing, at least once a year, an analysis regarding product and process optimization (VA/VE; Kaizen) at the SUPPLIER's premises or at the SUPPLIER's supplier(s) premises.

**11. Competitiveness prices**

- 11.1.** At its sole discretion and at any time, SODECIA has the right to evaluate SUPPLIER's prices with respect to their competitiveness. To such inspection and whenever requested by SODECIA, SUPPLIER agrees to inform SODECIA of its prices calculation formula (cost break down), providing in particular the following pricing criteria: (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.
- 11.2.** SODECIA has the right to request the SUPPLIER to provide evidence of all and any criteria of its prices calculation formula (CBD).
- 11.3.** SODECIA may, at any time, perform a market test to evaluate the prices competitiveness under this Agreement. Based on such market test, 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.
- 11.4.** If SUPPLIER does not match the price target, SODECIA may terminate the Agreement, by giving 6 (six) months prior written notice to the SUPPLIER. Supplier is bound to supply until the termination date under the same terms and conditions. SODECIA shall purchase from supplier the stocks and ordered material produced in accordance with SODECIA Releases.

**12. Invoice and Payment**

- 12.1.** Price shall be invoiced and paid as determined in the SC.
- 12.2.** SUPPLIER cannot, under any circumstances, demand from SODECIA any payment in advance.
- 12.3.** If SODECIA advances any payment, in whole or in part, such advance payment shall be in the sole discretion of SODECIA and shall not establish a course of conduct for any purpose, and the respective amount shall be deducted from the next due Price instalment.
- 12.4.** Upon payment, SUPPLIER shall issue the respective receipt.
- 12.5.** SODECIA shall be entitled to retain payments provided that SUPPLIER did not fully and timely eliminated any Defects.

**13. Consignment**

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

**14. Right to set-off**

- 14.1.** SODECIA is granted the right to set-off against or to recoup from any payment or other obligation owed to SUPPLIER, in whole or in part, any amounts SODECIA is entitled to under this Agreement or applicable law.
- 14.2.** The set-off by SODECIA does not entitle the SUPPLIER to stop performing any and all of its duties nor to suspend, delay, reduce or limit its activities under this Agreement.

**15. Representations by Supplier**

- 15.1.** Supplier hereby repeats and offers all and any of the representations and warranties previously offered on the Sodecia Supplier Portal and in any document attached or registered thereto, in particular the Suppliers' Warranties offered in the Supplier's Initial Representations and Warranties, representing and warranting that, on this date, all and any of such representations and warranties remain valid and in full force and are deemed to be reproduced and copied in these GC.

- 15.2. SUPPLIER further represents and warrants that it has and shall keep at all times during the term of this Agreement the industrial, organizational, economic and financial means necessary for the promptly and complete performance of this Agreement.
- 15.3. SODECIA or a third party designated by 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 requested documents, including financial records and statements. SODECIA and any designated third party shall keep confidential any information on SUPPLIER's condition and shall use it only for purposes of the review.
- 15.4. SODECIA is allowed to conduct audits and inspections to SUPPLIER's premises and to SUPPLIER's Assignee premises, including with the participation of SODECIA's customers, in order to confirm compliance with all requirements, by giving prior notice.
- 15.5. SODECIA acceptance, inspection, or failure to inspect does not relieve SUPPLIER of any of its responsibilities or warranties, nor releases SUPPLIER from its obligation of testing, inspection and quality control.
- 15.6. In the event of breach of any representation, warrant or covenant under this Clause, SODECIA shall have the right to immediately terminate this Agreement or, at its sole election and discretion, specifically to enforce the terms of this Agreement.
- 15.7. Nothing in this Clause shall operate or be interpreted, as a waiver of any SODECIA's rights. SODECIA expressly reserves any and all other claims, causes, rights, actions, proceedings and shall have damages against the SUPPLIER as provided herein or under applicable law.
- 16. Third parties**
- 16.1. 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 used for the production and supply 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 to 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.
- 16.2. 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 factory premises, equipment, industrial and process control systems, warehouse systems, etc.).
- 16.3. SUPPLIER cannot, under any circumstances, rely on any fact attributable to a third party and in particular to any Assignee as a reason or ground for default or breach of any of the obligations per this Agreement; and
- 16.4. SUPPLIER retains all responsibility for supplying, including all related warranties and claims, and shall be liable to SODECIA for Assignee's performance of any and 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.
- 16.5. 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.
- 17. Intellectual property**
- 17.1. Intellectual property rights, of which SODECIA is the holder or licensee and those entrusted to SODECIA by its costumers 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 purposes strictly necessary to the correct performance of this Agreement and cannot be used for any other purpose without SODECIA's prior written consent.

- 17.2.** SUPPLIER agrees to take the necessary actions to respect and protect Sodecia IP Rights and prevent its officers, employees or third parties from affecting, impairing or encumbering such rights.
- 17.3.** SUPPLIER is a bona-fide depository of Sodecia's Documents and is required to employ its best efforts to keep, store and safeguard Sodecia's Documents. SUPPLIER shall be considered to have used its best efforts if it has applied the same degree of care that it applies to keep, store, safeguard and prevent disclosure of its own documents and at least as much care, as a normally prudent businessperson would apply under the circumstances.
- 17.4.** SUPPLIER must hand over to SODECIA or destroy the Sodecia's Documents upon SODECIA's request.
- 17.5.** SUPPLIER may not publicly use names, marks, products or any assets covered by Sodecia IP Rights without prior written consent by SODECIA.
- 17.6.** 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..
- 17.7.** Whenever SODECIA so requests, SUPPLIER shall authorise SODECIA, to the extent possible and free of charge, to use the intellectual property rights that SUPPLIER holds which are necessary for the performance of this Agreement.
- 17.8.** SUPPLIER shall inform SODECIA of any and 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 documentation necessary to assess such innovations and provide SODECIA with any requested information related thereto.
- 17.9.** 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 in the course of performance of this Agreement.
- 17.10.** SUPPLIER shall inform SODECIA in writing, immediately, of any grievances, complaints or legal proceedings that have been brought or notified to the SUPPLIER or of which it is aware, which relate, directly or indirectly to intellectual property rights that may affect the performance's of this Agreement.
- 17.11.** SUPPLIER acknowledge that the breach of Sodecia's 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 for the full reparation of all damages.
- 17.12.** 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
- 17.13.** 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.
- 18.** **Confidentiality**
- 18.1.** 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 is valid and binds the Parties.
- 18.2.** To all intents and purposes, the terms of the NDA are deemed to be reproduced and duplicated in these GC.
- 18.3.** This clause shall survive the termination of this Agreement for a period of 2 (two) years.
- 19.** **Delay or Default**



- 19.1. Failure to fulfil 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.
- 19.2. 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.
- 19.3. Notwithstanding the Delay Penalty, the provisions in the preceding points, 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. SODECIA must inform supplier in advance.
- 19.4. 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 the Agreement termination.
- 19.5. Delay by SODECIA to pay, in whole or in part, the Price determined in the SC, in excess of 30 (thirty) days shall grant the SUPPLIER the right to claim for interest rate over the overdue amount.
- 19.6. SUPPLIER shall not withhold performance of its obligations, nor exercise any right of retention upon occurrence of a Delay by SODECIA.
- 20. Breach by Supplier**
- 20.1. 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.
- 20.2. SUPPLIER takes full liability for all damages caused to SODECIA, Sodecia Group's companies, customers or any third parties, resulting from a Breach, notwithstanding the right to terminate the Agreement.
- 21. Force majeure**
- 21.1. SODECIA can decline the provision of services by the SUPPLIER, cancel Releases, and either Party has the right to terminate the 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.
- 22. Termination for Breach or non-conformity**
- 22.1. SODECIA is entitled to terminate this Agreement:
- 22.1.1. In the event of a Breach by SUPPLIER; or
- 22.1.2. If SUPPLIER threatens to breach this Agreement; or
- 22.1.3. In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to SUPPLIER; or
- 22.1.4. 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
- 22.1.5. In the event SUPPLIER is, or becomes, a competitor to SODECIA or to Sodecia Group companies; or
- 22.1.6. In the event of force majeure; or
- 22.1.7. In the event SUPPLIER fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Parts; or
- 22.1.8. In the event SUPPLIER is, or becomes, unable to match SODECIA's price target as per clause 11 (competitiveness prices); or
- 22.1.9. In any other event provided for in any specific Clause of this Agreement.

- 22.2.** Supplier is entitled to terminate this Agreement:
- 22.2.1.** In the event of overdue by SODECIA of the amount determined in the SC or higher, for more than 6 months;
- 22.2.2.** In the event of force majeure.
- 22.3.** 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").
- 22.4.** 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.
- 23. Liability and insurance**
- 23.1.** SUPPLIER takes full and sole liability for (i) injuries to persons, including death, (ii) damages 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 Tool(s) and Check Fixture and shall defend, indemnify and hold SODECIA, its shareholders, directors, officers and employees, harmless.
- 23.2.** SUPPLIER shall keep a current and valid public liability insurance policy covering its liability per the previous number, with a coverage amount indicated in the SC. The coverage amount does limit SUPPLIER's liability.
- 23.3.** 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.
- 23.4.** Upon request, SUPPLIER shall provide copy of the insurance policy to SODECIA.
- 24. Exercise of rights**
- 24.1.** The non-exercise or late or partial exercise of any right to which the Parties are entitled hereunder does not entail and cannot be construed as a waiver of that right nor can it preclude the subsequent exercise of that right nor does it constitute a debt moratorium or notation of debt.
- 24.2.** A waiver of any breach of this Agreement by a Party shall not be deemed to be a waiver of any subsequent breach.
- 25. Relationship of Parties.**
- 25.1.** SODECIA and SUPPLIER are independent contracting 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.
- 25.2.** SUPPLIER shall be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of this Agreement, except as expressly provided in a written agreement signed by SODECIA.
- 25.3.** All employees and agents of SUPPLIER or its respective suppliers or contractors are employees or agents solely of SUPPLIER or such suppliers or contractors, and not of SODECIA, and are not entitled to employee benefits or other rights accorded to SODECIA's employees.
- SODECIA takes no liability for any obligation with respect to employees or agents of SUPPLIER or its suppliers or contractors.
- 26. Personal Data**
- 26.1.** The Parties and their representatives shall mutually authorize the collection, use, processing and treatment of any personal data disclosed under this Agreement for the purposes of its execution and for the internal recording of the transactions herewith contemplated. 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.

- 26.2.** 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.
- 26.3.** 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.
- 26.4.** 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.
- 26.5.** The Parties shall use subcontractors to process personal data that provide sufficient guarantees of compliance with legal requirements.

**27. Communications**

- 27.1.** Any communication in relation to this Agreement shall be sent, by any of the written correspondences such as regular mail, registered mail, electronic mail, telegram, telefax, etc., to the addresses referred in the SC, which are the only recognised by the Parties for all purposes of this Agreement, its performance or breach, termination, reporting, damages for default or breach.
- 27.2.** Any change to the addresses given in the SC shall not be enforceable against the other Party, unless the concerned Party previously notifies the change with a period notice of 15 days.
- 27.3.** Communications made in accordance with the previous points shall be considered 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.
- 27.4.** Either Party may ask the other for proof of communications reception, in particular by asking an official to sign a copy of those communications, indicating the date of receipt.

SODECIA may use electronic forms. SUPPLIER shall comply with the method of electronic communication specified by SODECIA. SODECIA reserves the right to set policies and procedures for implementation or modification of SODECIA's specified method of electronic communication.

**28. Announcements**

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.

**29. Interpretation and Integration**

- 29.1.** The Special and the GC, any other documents referred to therein, including the Attachments, form the integral agreement between the Parties. These Conditions shall apply together unless they are contradictory, in which case the SC shall prevail, save differently determined in the GC.

- 29.2. The provisions of this Agreement exclusively govern the SUPPLIER's obligations. Any standards, internal rules or general conditions issued by or normally used by the SUPPLIER shall not be applicable and are expressly rejected hereby.
- 29.3. This Agreement and all related Attachments represent the entire understanding and agreement between the Parties with respect to the subject matter and prevails over and 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.
- 29.4. The clauses of this Agreement shall prevail over and supersede any other provisions contained in the Attachments or other documents.
- 29.5. 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.
- 29.6. SUPPLIER states to have no queries about the interpretation of this Agreement and its Attachments, in particular with regard to any specifications and technical elements and SUPPLIER shall be liable for all consequences of any misinterpretation that may have arisen, or which may arise.
- 29.7. 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.
- 29.8. 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.
- 29.9. Interests are calculated on the basis of 365 days per year.
- 29.10. 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.
- 30. Governing law and Jurisdiction**
- 30.1. The laws of the country where the registered office of SODECIA is shall govern this Agreement.
- 30.2. The courts with legal jurisdiction on SODECIA's registered office are to have exclusive jurisdiction to settle any conflict arising from the interpretation, integration, execution, performance or breach of this Agreement.

The Parties mutually state that this Agreement is dully sign by their respective representatives, with the adequate power to legally represent and bind each Party.

Updated 03-08-2020