

## 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 - Tools

**Assignee:** as the meaning set forth in Clause 25.1.

**Breach:** as the meaning set forth in Clause 29.1.

**Checking Fixture:** Mechanical assembly for the dimensional verification of mass-produced parts, which function is doing the same repetitive controls on parts assemblies that have been aligned in exactly the same way, independently of the person doing the measurement.

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

**Complaints:** Complaints made by SODECIA to the SUPPLIER, specifying the Defects, which are equivalent to a complaint about the corresponding defects in the Tool(s) and Checking Fixture.

**Components:** The elements, including punches and dies and other parts that make up the structure of the Tool(s), illustrated in the respective Design.

**Defects:** Any defects or non-conformities affecting the Tool(s) and Checking Fixture or the production (including Parts) using the Tool(s) and Checking Fixture 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.

**Delay or Default:** delay or default to comply as defined in Clause 28.1.

**Delay Penalty:** The penalty in the occurrence of any Delay as determined in Clause 28.2.

**Design:** The drawings, studies, documents, lists of materials used, lists of standard Components and those subject to rapid wear and tear, with an indication of how often they are replaced, costing, SUPPLIERS and references, band study and other information, including details indicated in the Stamping Die Specifications, relating to the design and construction of the Tool(s) and Checking Fixture, broken down into "preliminary design" and "design".

**Early Samples Mrd0:** Parts produced by using the Tool(s) and controlled by the Checking Fixture before their approval by SODECIA, in compliance with part engineering level definitions and tolerances definitions level, must meeting following requirements:

d1- 80% (eighty per cent) in accordance to specifications for tolerances defined for Trim Line.

d2- 80% (eighty per cent) in accordance to specifications for tolerances defined for Form.

d3- 100% (one hundred per cent) in accordance to specifications for tolerances defined for Pierce Locators, and Locators.

d4- 100% (one hundred per cent) in accordance to specifications for tolerances defined for Matching surfaces.

**Early Samples Mrd1:** Parts produced by using the Tool(s) and controlled by the Checking Fixture before their approval by SODECIA, in compliance with part engineering level definitions and tolerances definitions level, must meeting following requirements:

d1- 100% (one hundred per cent) in accordance to specifications for tolerances defined for Trim Line.

d2- 100% (one hundred per cent) in accordance to specifications for tolerances defined for Form.

d3- 100% (one hundred per cent) inside specifications for tolerances defined for Pierce Locators, and Locators.

d4- 100% (one hundred per cent) inside specifications for tolerances defined for Matching surfaces.

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

**IP Penalty:** the penalty referred to in Clause 26.14.

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

**Party and Parties:** The SUPPLIER and SODECIA individually and jointly.

**Parts:** The parts manufactured using the Tool(s) and Checking Fixture, after final approval of the Tool(s) and Checking Fixture by SODECIA, these being defined by the product prefix, product reference, product suffix, the product name, the level of product engineering and variants, where applicable.

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

**Purchase Order:** the notification by SODECIA to the SUPPLIER to start production of the Tool(s) and Checking Fixture. A Purchase Order incorporates the GC.

**Samples:** Parts produced by using the Tool(s) and controlled by the Checking Fixture before their approval by SODECIA.

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

**Serial Production Machine(s):** SODECIA's Industrial press, or equivalent equipment, in which the Tool(s) is to be set-up for the production of Parts.

**Sodecia IP Rights:** the intellectual property rights described in Clause 26.1.

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

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

**Stamping Die Specifications:** the relevant specifications for the construction of the Tool(s) and Checking Fixture better described in the SC, in particular:

- the set of drawings and technical specifications necessary for the correct definition of the Parts to be manufactured by SODECIA using the Tool(s) and Checking Fixture;
- the raw materials standards to produce the Parts;
- the measurement standard for the Parts;
- the hourly production speed of the Tool(s) and Checking Fixture;
- the capability of the Tool(s) and Checking Fixture;
- the R&R of Checking Fixtures;
- the lifetime of the Tool(s) and Checking Fixture in terms of the total number of Parts to be produced with the Tool(s) and Checking Fixture;
- the lifetime of the Checking Fixture in terms of the total number of Parts to be controlled with the Checking Fixture;
- the characteristics of the Serial Production Machine(s).

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

**Tool(s) and Checking Fixture:** Integrated set of elements, which is correctly adapted to the pre-defined Serial Production Machine and pre-defined production environment and conditions, used in the production of Parts, defined in the SC.

**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) NDC; (iv) GC; (v) Request for Quotation (RfQ) with the Cost Break Down (CbD); (vi) Technical Drawings; (vii) Stamping Die Specifications; (viii) Sodecia Supplier Manual – Tooling.

**2.2.** SUPPLIER states and confirm having had prior access to the referred documents, 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 constitutes an integral part of this Agreement.

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. Object**

**3.1.** SUPPLIER represents, warrants and covenants that holds all information (including written, drawings or any other materials) to perform all duties and obligations under this Agreement, including the Stamping Die Specifications, the Part Specifications and Sodecia's Serial Production Machine (including the respective technical and industrial characteristics), and does not request any additional, complementary or other information or clarification for the construction of the Tool(s) and Checking Fixture.

**3.2.** Subject to a Purchase Order issued by SODECIA the SUPPLIER undertakes to Design and construct the Tool(s) and Checking Fixture so that it is suitable for SODECIA's production over a long period of time and must retain suitable technical characteristics for the perfect manufacture of Parts, in accordance and in full compliance with measurements and tolerances indicated in the Stamping Die Specifications and the Part Specifications, throughout its useful life. The Design of the Tool(s) and Checking Fixture is the full and exclusive responsibility of the SUPPLIER, even if SODECIA provides any type of assistance.

**3.3.** SODECIA is not under any obligation to suggest modifications or adjustments to the Design, shall not be liable for any proposal it may, or may not, give.

**3.4.** The Tool(s) and Checking Fixture construction as well as the respective services are full and exclusive duty and liability of the Supplier, notwithstanding if Supplier receives any assistance from SODECIA or any other party or Assignee.

**3.5.** SODECIA has no obligation to suggest changes or adjustments to the Tool(s) and Checking Fixture and cannot and shall not be held liable for any suggestion it may, or may not, give.

**3.6.** SUPPLIER shall render all services under this Agreement and the respective production on the premise's location indicated in the SC. Any change to such premises is dependent on SODECIA's prior written approval.

**4. Documents**

**4.1.** SUPPLIER shall provide SODECIA all documents and information relating to the Design, construction and testing of the Tool(s) and Checking Fixture, in particular:

**4.1.1.** the drawings for the Tool(s) and Checking Fixture;

**4.1.2.** a list of standard Components, indicating the supplier and product reference;

- 4.1.3. a list of Components subject to rapid wear and tear, with an indication of how often they are replaced and costing;
- 4.1.4. the band study, corresponding to the dimension, width and other technical information relating to the metal coils to be used in the manufacture of the Parts and their tolerance;
- 4.1.5. the machining and corrosion schedules, in hard copy and magnetic medium, duly referenced to the Parts to which they relate;
- 4.1.6. anything else indicated in the Stamping Die Specifications.
- 4.2. SUPPLIER shall inform and provide SODECIA, every Friday, a duly updated schedule on the status of the works in progress on the Tool(s) and Checking Fixture. SUPPLIER shall use a template provided by SODECIA.
- 4.3. SODECIA may visit the SUPPLIER at any time, including with the presence of a client or person designated by the client. The SUPPLIER agrees to grant access, at any time, to its premises, including the factory site, equipment, industrial and process control systems, warehouse systems, etc.

## **5. Component Warranty**

- 5.1. SUPPLIER warrants to SODECIA the quality of the Components and cannot call on any flaw, non-conformity or lack of quality of such Components to restrict, preclude or exclude its liability towards SODECIA. The SUPPLIER shall request from its suppliers a component warranty and conformity document.
- 5.2. SUPPLIER's claims against its Components' supplier shall not impair, preclude, diminish or hinder the rights of SODECIA under this Agreement.

## **6. Changes**

- 6.1. SODECIA reserves the right to make changes to the Stamping Die Specifications and the Part Specifications (in this and the following Clause referred to as "Changes"), handing over the respective documentation to the SUPPLIER. Unless stipulated otherwise in the following paragraphs, SODECIA shall not be obliged to pay any compensation due to such Changes.
- 6.2. Upon receipt of a Change, SUPPLIER shall (i) immediately suspend all work in progress, (ii) hand over to SODECIA, within 5 (five) days update documentation on the present status of Design and/or construction of the Tool(s) and Checking Fixture.
- 6.3. Within 10 (ten) days from receipt of a Change SUPPLIER shall provide SODECIA with all documented information on predictable adjustment to the Design and/or construction of the Tool(s) and Checking Fixture, as well as to the contractual time periods and prices resulting therefrom (if any):
  - 6.3.1. Minor Change shall not encompass renegotiation on contractual time periods and prices.
  - 6.3.2. Major Change may encompass renegotiation on contractual time periods and prices only if having a relevant impact on the Tool(s) and Checking Fixture Design and/or construction. In such case, SODECIA and SUPPLIER shall agree upon a reasonable adjustment of the contractual time periods and prices.
- 6.4. SODECIA may decide to retain the initial Stamping Die Specifications and/or Part Specifications, to apply the Changes. SUPPLIER shall not resume construction of the Tool(s) and Checking Fixture before express consent by SODECIA.
- 6.5. If SODECIA decides to retain the initial Stamping Die Specifications and/or Part Specifications, the elapsed period from the handover of Changes (as per 6.1) to the consent to resume construction (as per 6.4) shall be added to the contractual time periods.

## **7. Disagreement over Changes**

- 7.1. In the event of disagreement over Changes, respectively on potential adjustments to Design, construction, timings or prices, SODECIA may, as an alternative to pursue with the Design or construction of the Tool(s) and Checking Fixture, terminate this Agreement.
- 7.2. If SODECIA elects to terminate the Agreement per last paragraph, the following shall apply:

- 7.2.1.** SODECIA shall only be liable for the costs SUPPLIER actually incurred with labour and Components incorporated into the Tool(s) and Checking Fixture, per reference to SUPPLIER's quotation and respective Cost Break Down, per the date of termination, excluding any other costs and loss of profit (in this Clause referred to as "Final Total Costs").

SUPPLIER shall within 5 (five) days from the termination date deliver to SODECIA its calculation of the Final Total Costs for validation and approval.

- 7.2.2.** SUPPLIER shall hand-over to SODECIA the Tool(s) and Checking Fixture as is at the date of termination with all incorporated Components and documents referred to in Clause 4, within 10 (ten) days from the termination date.

- 7.2.3.** Upon approval by SODECIA, the Final Total Costs shall be compared with the amounts actually paid by SODECIA to the SUPPLIER in accordance with Clause 21.1. In the event the aggregate of all amounts paid by SODECIA falls below the Final Total Costs SODECIA shall pay to SUPPLIER the outstanding amount. In the event the aggregate of all amounts paid by SODECIA exceeds the Final Total Costs, SUPPLIER shall reimburse SODECIA the exceeding amount.

- 7.2.4.** Any payment or reimbursement per the last paragraph shall be performed within 10 (ten) days from approval by SODECIA of the Final Total Costs. However, SODECIA reserves the right to retain payment until complete hand-over by SUPPLIER per Clause 7.2.2.

**8. Design Presentation**

- 8.1.** SUPPLIER shall present the Design in compliance with the Stamping Die Specifications and hand over to SODECIA all relevant documents indicated in GC 4 until the date designated in the SC.

- 8.2.** SUPPLIER shall recommend the supply of Components subject to rapid wear and tear to be held in reserve, including standard Components, which shall then be jointly determined by the Parties.

- 8.3.** Any delay to present the Design from the date designated in the SC is deemed to be a SUPPLIER's Default, with all consequences thereof.

- 8.4.** Any Delay to present the Design from the date designated in the SC exceeding 10 (ten) days is deemed to be a SUPPLIER's Breach, granting SODECIA the right to immediately terminate the Agreement.

- 8.5.** The Design presentation does not represent, nor can it be interpreted as, approval of the Tool(s) and Checking Fixture by SODECIA.

**9. Raw Material**

- 9.1.** SODECIA shall deliver raw material at SUPPLIER's premises 10 (ten) days before the date designated in the SC for production of Early Samples Mrd0, Early Samples Mrd1 and Samples.

- 9.2.** Delay in delivery of raw material shall only lead to a postponement to deliver the Tool(s) and Checking Fixture if and to the extent the SUPPLIER proves that late receiving of the raw material caused the delay in construction of the Tool(s) and Checking Fixture.

- 9.3.** SUPPLIER cannot terminate the Agreement on the grounds of a delay receiving the raw material (if any).

**10. Production of Early Samples Mrd0, Early Samples Mrd1 and Samples**

- 10.1.** SUPPLIER shall produce Early Samples Mrd0, Early Samples Mrd0 and Samples, in the minimum amounts indicated in the SC, with respective dimensional reports containing a breakdown of all measurements indicated in the Stamping Die Specifications. The production must run on continuous, by automatic raw material feeding, without any interruption during production.

**11. Tool(s) and Checking Fixture Presentation**

- 11.1.** Until the date indicated in the SC, SUPPLIER shall present the Tool(s) and Checking Fixture, now constructed, hand over all the documents related thereto and provide any necessary clarifications to SODECIA, at SUPPLIER's premises.

- 11.2.** Any delay to present the Tool(s) and Checking Fixture from the date designated in the SC is deemed to be a SUPPLIER's Default, with all consequences thereof.

Any Delay to present the Tool(s) and Checking Fixture from the date designated in the SC exceeding 10 (ten) days is deemed to be a SUPPLIER's Breach, granting SODECIA the right to terminate the Agreement immediately.

- 11.3. This Tool(s) and Checking Fixture presentation does not represent, nor can it be interpreted as, approval of the Tool(s) and Checking Fixture by SODECIA.

**12. Approval and Non-Approval of Samples**

- 12.1. The approval of the Samples does not represent, nor can it be interpreted as, approval of the Tool(s) and Checking Fixture by SODECIA.

- 12.2. Non-approval of the Samples at the Tool(s) and Checking Fixture Presentation date is deemed to be a SUPPLIER's Default, with all consequences thereof.

- 12.3. Non-approval of the Samples upon the expiration of the maximum grace period of 10 (ten) days from the Tool(s) and Checking Fixture Presentation date, is deemed to be a SUPPLIER's Breach, granting SODECIA the right to terminate the Agreement immediately.

**13. Transport & Delivery of the Tool(s), Checking Fixture, Samples, Early Samples Mrd0, Early Samples Mrd1**

- 13.1. SUPPLIER shall transport and deliver to SODECIA the Early Samples Mrd0 and the Early Samples Mrd1 per the dates and under the Incoterm indicated in the SC. SUPPLIER is fully responsible for transport.

- 13.2. Once the Samples have been approved, the Tool(s) and Checking Fixture and Samples shall be transported and delivered under the Incoterm and per the date indicated in the SC. The SUPPLIER is fully responsible for transport.

- 13.3. A delay in transport and delivery of the Early Samples Mrd0, Early Samples Mrd1, Samples and/or Tool(s) and Checking Fixture per the dates designated in the SC is deemed to be a SUPPLIER's Default, with all legal and contractual consequences thereof.

- 13.4. A Delay in transport and delivery of the Early Samples Mrd0, Early Samples Mrd1, Samples and/or Tool(s) and Checking Fixture per the dates designated in the SC exceeding 5 (five) days is deemed to be a SUPPLIER's Breach, granting SODECIA the right to terminate the Agreement immediately.

**14. Setting-up of Tool(s) and Checking Fixture**

- 14.1. The Tool(s) and Checking Fixture shall be assembled in SODECIA's Serial Production Machines at Sodecia's premises by and under the sole liability of the SUPPLIER. Assistance by SODECIA's staff or use of SODECIA's equipment (if any) shall not limit, diminish or impair SUPPLIER's liability.

- 14.2. Setting-up must be completed within a maximum period of ten days as from the date of delivery of the Tool(s) and Checking Fixtures, or as from another date indicated by SODECIA.

- 14.3. SUPPLIER bears the full liability for any defect in the setting-up of the Tool(s) and Checking Fixture and for any Defects resulting therefrom.

- 14.4. SUPPLIER shall issue and hand-over to SODECIA a document stating the Tool(s) and Checking Fixture have been set-up in proper conditions.

- 14.5. Any delay in completing setting-up is deemed to be a SUPPLIER's Default, with all consequences thereof.

- 14.6. A Delay in completing setting-up in excess of 10 (ten) days is deemed to be a SUPPLIER's Breach, granting SODECIA the right to terminate the Agreement immediately.

**15. Testing of Tool(s) and Checking Fixture**

- 15.1. Upon receipt of the document referred to in point 14.4, SODECIA shall, within ten working days, carry out tests on the Tool(s) and Checking Fixture in the presence of the SUPPLIER.

- 15.2. Tests consist on the following:

- 15.2.1. production of a minimum quantity of new Samples as deemed necessary by SODECIA, on continuous run production with automatic raw material feeding, in accordance with the Stamping Die Specifications;
- 15.2.2. drawing-up of dimensional reports containing a breakdown of all the measurements indicated in the Stamping Die Specifications;
- 15.2.3. drawing-up of capability studies on the dimensions defined in the Stamping Die Specifications;
- 15.2.4. "Check list" for the Tool(s) and Checking Fixture in accordance with Sodecia Supplier Manual - Tooling.
- 15.3. SODECIA shall hand over to the SUPPLIER the documents referred to in 4.1. and 14.4.
- 15.4. The new Samples shall be approved by SODECIA once it has been cumulatively confirmed that:
  - 15.4.1. the dimensional reports show all the measurements in accordance with the Stamping Die Specifications;
  - 15.4.2. the capability studies show a capability in accordance with the Stamping Die Specifications.
- 15.5. SODECIA shall inform the SUPPLIER on other Defects, either on the Tool(s) and Checking Fixture or on the Parts.
- 16. **Non-Approval of New Samples**
  - 16.1. Non-approval of new Samples or the notification of other Defects is deemed to be a SUPPLIER's Default, with all consequences thereof.
  - 16.2. Non-approval of the new Samples by SODECIA, upon the expiration of the maximum grace period of 10 days after receiving the document indicated in Clause 14.4, is deemed to be a SUPPLIER's Breach, granting SODECIA the right to terminate the Agreement immediately.
- 17. **Approval of Tool(s) and Checking Fixture**
  - 17.1. Tool(s) and Checking Fixture shall be approved by SODECIA when the new Samples and the Tool(s) and Checking Fixture are in full compliance with the Stamping Die Specifications and the Parts Specifications.
- 18. **Complaints**
  - 18.1. Non-approval of the Samples or the notification of other Defects embodies the complaint on the corresponding defects in the Tool(s) and Checking Fixture. In such case, the SUPPLIER shall immediately produce all changes and corrections to the Tool(s) and Checking Fixture, which are necessary in order to eliminate the Defects.
  - 18.2. Once the changes or corrections to the Tool(s) and Checking Fixture have been made, the SUPPLIER shall inform in writing SODECIA that new tests can be carried over and repeated until the Samples are finally approved.
- 19. **Subsequent Complaints**
  - 19.1. The approval of the Tool(s) and Checking Fixture does not prevent SODECIA from subsequently reporting any Defect that was unknown at the time of approval or which only comes to light afterwards, this being equivalent to a complaint about the corresponding Defect in the Tool(s) and Checking Fixture.
  - 19.2. In consideration of the period of useful life of the Tool(s) and Checking Fixture, SODECIA'S may report new Defects per previous paragraph within two years of the approval of the Tool(s) and Checking Fixture only. However, in the event SUPPLIER knew or ought to know about the existence of such Defect, SODECIA shall not be subject to the aforementioned time limit.
  - 19.3. SUPPLIER shall immediately produce any changes or corrections to the Tool(s) and Checking Fixture, which are necessary in order to eliminate the Defects.
  - 19.4. If Defects are not eliminated within a maximum period of five days of the Defects being reported, SODECIA shall have the right to carry out any necessary changes or corrections to the Tool(s) and Checking Fixture either on its own or by using external parties.

19.5. In either case, SUPPLIER shall always be liable to SODECIA for all actual loss, financial and non-financial, and for the loss of profit caused, including the costs necessary to repair the Tool(s) and Checking Fixture.

**20. Bank Guarantee**

20.1. SUPPLIER shall deliver to SODECIA, within 10 (ten) days of the Date of Agreement, a Bank Guarantee, enforceable on first demand, by a AAA rating Bank, in the maximum amount indicated in the SC, to guarantee the complete, and prompt performance by and compliance with all of SUPPLIER's duties, obligations, deliveries, and liabilities under this Agreement.

20.2. SUPPLIER undertakes to assure the Bank Guarantee's validity and enforceability in accordance with the previous Clause.

20.3. SUPPLIER shall bear the cost of the Bank Guarantee.

20.4. Delivery of the Bank Guarantee is a condition to this Agreement and, therefore, the breach, in whole or in part, of the terms and conditions ascribed in this Clause shall be a Default by SUPPLIER and SODECIA shall have the right to immediately terminate this Agreement by notifying the SUPPLIER in writing with immediate effect and notwithstanding SUPPLIER's liability for any damages.

**21. Price**

21.1. Price for the Tool(s) and Checking Fixture, including all work, performance, services and labour related to or in connection with the duly, timely and complete performance of this Agreement is indicated in the SC.

21.2. 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.

21.3. Price is based on the following documents attached to this Agreement: (i) Supplier's quotation that includes the Request for Quotation; (ii) Technical drawings; (iii) Any specifications.

21.4. 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.

21.5. SUPPLIER cannot, under any circumstances, demand any other payment for additional or different works, which have been carried out to the perfect, complete and timely performance of this Agreement and all obligations pertaining to SUPPLIER herein.

**22. Invoice and Payment**

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

22.2. SUPPLIER cannot, under any circumstances, demand from SODECIA any payment in advance.

22.3. 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.

22.4. Upon payment, SUPPLIER shall issue the respective receipt.

22.5. SODECIA shall be entitled to retain payments provided that SUPPLIER did not fully and timely eliminated any Defects.

**23. Right to set-off**

23.1. 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.

23.2. 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.



**24. Representations by Supplier**

- 24.1.** 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 remains valid and in full force and are deemed to be reproduced and copied in these GC.
- 24.2.** 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.
- 24.3.** 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 confidential information about SUPPLIER's information and shall use it only for purposes of the review.
- 24.4.** 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.
- 24.5.** 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.
- 24.6.** 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 enforce the terms of this Agreement.
- 24.7.** 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.

**25. Third parties**

- 25.1.** 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.
- 25.2.** 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).
- 25.3.** 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 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.
- 25.4.** 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.

**26. Intellectual property**

- 26.1. 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.
- 26.2. 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.
- 26.3. 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 businessman would apply under the circumstances.
- 26.4. SUPPLIER must hand over to SODECIA or destroy SODECIA's Documents upon SODECIA's request.
- 26.5. SUPPLIER may not publicly use names, marks, products or any assets covered by SODECIA's IP Rights without prior written consent by SODECIA.
- 26.6. 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.
- 26.7. 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.
- 26.8. 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.
- 26.9. 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.
- 26.10. All documents that make up the design belong to the SUPPLIER but shall be transferred to SODECIA, free of charge, upon approval of the Tool(s) and Checking Fixture or SODECIA's termination of the Agreement.
- 26.11. SUPPLIER shall immediately inform SODECIA in writing, 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 of this Agreement.
- 26.12. SUPPLIER acknowledge 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 for the full reparation of all damages.
- 26.13. 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
- 26.14. 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.
27. **Confidentiality**
- 27.1. 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.

**27.2.** To all intents and purposes, the terms of the NDA are deemed to be reproduced and duplicated in these GC.

**27.3.** This clause shall survive the termination of this Agreement for a period of 2 (two) years.

**28. Delay or Default**

**28.1.** 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.

**28.2.** Apart from other consequences set forth in the Agreement, a penalty is fixed in favor of SODECIA for a business daily amount equivalent to 0,1% (zero comma one per cent) of the Tool's and Checking Fixture price SC (the "Delay Penalty"), notwithstanding to the right to higher compensation for damages and losses actually suffered.

**28.3.** Notwithstanding the Delay Penalty and the provisions in the preceding points, in case of any SUPPLIER's 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.

**28.4.** 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.

**28.5.** Delay by SODECIA to pay, in whole or in part, the Price as per the SC, in excess of 30 (thirty) days shall grant the SUPPLIER the right to claim for interest rate over the overdue amount.

**28.6.** SUPPLIER shall not withhold performance of its obligations, nor exercise any right of retention upon occurrence of a Delay by SODECIA.

**29. Breach by Supplier**

**29.1.** 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.

**29.2.** 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.

**30. Force majeure**

**30.1.** SODECIA can decline the provision of services by the SUPPLIER, cancel Purchase Orders, 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.

**31. Termination for Breach or non-conformity**

**31.1.** SODECIA is entitled to terminate this Agreement:

**31.1.1.** In the event of a Breach by SUPPLIER; or

**31.1.2.** If SUPPLIER threatens to breach this Agreement; or

**31.1.3.** In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to SUPPLIER; or

**31.1.4.** 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

**31.1.5.** In the event SUPPLIER is, or becomes, a competitor to SODECIA or to Sodecia Group companies; or

- 31.1.6.** In the event of force majeure; or
- 31.1.7.** In any other event provided for in any specific Clause of this Agreement.
- 31.2.** Supplier is entitled to terminate this Agreement:
- 31.2.1.** In the event of overdue by SODECIA of the amount determined in the SC or higher, for more than 6 months;
- 31.2.2.** In the event of force majeure.
- 31.3.** 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").
- 31.4.** Upon termination 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.
- 31.5.** Further to any other rights under this Agreement, in the event of termination SODECIA shall be entitled to:
- 31.5.1.** request SUPPLIER to return everything received from SODECIA, including any documents, raw materials and the repayment of instalments which have been paid (SUPPLIER shall be obliged to the immediate return at its own cost); and, after receiving all such things from SUPPLIER, returning the Tool(s) and Checking Fixture, which it has already received, to SUPPLIER (the respective costs to be bear by SUPPLIER); or, alternatively;
- 31.5.2.** keeping the Tool(s) and Checking Fixture for the price already paid, being SUPPLIER entitled to keep the instalments already received.
- 31.6.** Should SODECIA opt to keep the Tool(s) and Checking Fixture, SUPPLIER shall not be entitled to request any additional sum apart from the instalments already received.
- 31.7.** Should SODECIA opt not to keep the Tool(s) and Checking Fixture, SODECIA has the right of retention over the Tool(s) and Checking Fixture for as long as everything handed over to the SUPPLIER has not been returned and all damages and penalties have not been fully paid.
- 32. Liability and insurance**
- 32.1.** 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 Checking Fixture and shall defend, indemnify and hold SODECIA, its shareholders, directors, officers and employees, harmless.
- 32.2.** SUPPLIER shall keep a current and valid public liability insurance policy covering its liability per the previous paragraph, with a coverage amount indicated in the SC. The coverage amount does limit SUPPLIER's liability.
- 32.3.** 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.
- 32.4.** Upon request, SUPPLIER shall provide copy of the insurance policy to SODECIA.
- 33. Exercise of Rights**
- 33.1.** 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 represent a debt moratorium or notation of debt.
- 33.2.** A waiver of any breach of this Agreement by a Party shall not be deemed to be a waiver of any subsequent breach.
- 34. Relationship of Parties.**

- 34.1.** 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.
- 34.2.** 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.
- 34.3.** 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.

**35. Personal Data**

- 35.1.** 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.
- 35.2.** 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.
- 35.3.** 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.
- 35.4.** 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.
- 35.5.** The Parties shall use subcontractors to process personal data that provide sufficient guarantees of compliance with legal requirements.

**36. Communications**

- 36.1.** 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 only ones recognised by the Parties for all purposes of this Agreement, its performance or breach, termination, reporting, damages for default or breach
- 36.2.** 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.
- 36.3.** 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.
- 36.4.** 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.

**36.5.** 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.

**37. Announcements**

**37.1.** 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.

**38. Interpretation and Integration**

**38.1.** 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

**38.2.** 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.

**38.3.** 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.

**38.4.** The clauses of this Agreement shall prevail over and supersede any other provisions contained in the Attachments or other documents.

**38.5.** 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.

**38.6.** 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.

**38.7.** 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.

**38.8.** 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.

**38.9.** Interests are calculated on the basis of 365 days per year.

**38.10.** 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.

**39. Governing law and Jurisdiction**

**39.1.** The laws of the country where the registered office of SODECIA is shall govern this Agreement.

**39.2.** 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 duly sign by their respective representatives, with the adequate power to legally represent and bind each Party.

Updated 21-07-2020