

General Conditions – GC

1. **Definitions**

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

- 1.1 **Agreement:** the Supply Agreement – Tools.
- 1.2 **Assignee:** The third party to whom the TOOL MAKER assigns the rights and obligations under this Agreement, as the meaning set forth in Clause 25.1.
- 1.3 **Breach:** The TOOL MAKER's failure to perform its obligations properly and completely in accordance with this Agreement and the Appendix, as the meaning set forth in Clause 29.1.
- 1.4 **BUY-OFF:** The activity carried by SODECIA, at TOOL MAKER premises, with the scope of check conformity and approval of Tool(s) and/or Fixture(s).
- 1.5 **Change Adjustments:** as the meaning set forth in Clause 6.4.
- 1.6 **Clause:** any paragraph/provision of this Agreement.
- 1.7 **Complaints:** Complaints made by SODECIA to the TOOL MAKER, specifying the Defects, which are equivalent to a complaint about the corresponding defects in the Tool(s) and Checking Fixture.
- 1.8 **Components:** The elements, including punches and dies and other parts that make up the structure of the Tool(s) or Fixture(s), illustrated in the respective Design.
- 1.9 **Defects:** Any defects or non-conformities affecting the Tool(s) and/or Fixture(s) or the production (including Parts) using the Tool(s) and/or Fixture(s) 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.
- 1.10 **Delay or Default:** delay or default to comply as defined in Clause 28.1.
- 1.11 **Delay Penalty:** The penalty in the occurrence of any Delay as determined in Clause 28.2.
- 1.12 **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, TOOL MAKERS and references, band study and other information, including details indicated in the Tool(s) Specifications, relating to the design and construction of the Tool(s) and Fixture(s), broken down into “preliminary design” and “design”.
- 1.13 **Engineering Change Request:** as the meaning set forth in Clause 6.1.
- 1.14 **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.
- 1.15 **HLTO:** Home Line Try Out is the activity carried by TOOL MAKER, with support of SODECIA, at Serial Production Location, with the scope of setting, check conformity and approval of Tool(s) and/or Fixture(s).
- 1.16 **Hourly Production Speed:** is the parameter to check the performance of the Tool(s) or Fixture(s) in the Serial Production Machine at the Serial Production Location, with final material, in dynamic operative condition.
- 1.17 **Early Samples MRD0:** Parts produced by using the Tool(s) and/or Fixture(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.

- 1.18 Early Samples MRD1:** Parts produced by using the Tool(s) and/or Fixture(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.
- 1.19 Final Customer:** The SODECIA's customer to whom the Parts are to be sourced.
- 1.20 Final Customer Project:** The project of the Final Customer for which the Parts to be produced and supplied are intended.
- 1.21 Fixture(s):** Mechanical assembly element, needed to perform production, assembly operation or measurement.
- 1.22 FOT:** First Off Tool, represent the samples produced after the first assembly of the Tool(s) and/or Fixture(s) at TOOL MAKER's premises.
- 1.23 GC:** The General Conditions in this Agreement.
- 1.24 IP Penalty:** the penalty referred to in Clause 26.13.
- 1.25 NDA:** The Non-Disclosure Agreement executed by and between the Parties on SODECIA Supplier Portal.
- 1.26 Party and Parties:** The TOOL MAKER and SODECIA individually and jointly.
- 1.27 Parts:** The parts manufactured using the Tool(s) and/or Fixture(s), 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.
- 1.28 Parts Specifications:** the engineering definition, mathematical model release, dimensions and tolerance release for the Parts, detailed in the SC.
- 1.29 PPAP:** Milestone related to Pre-Production of the parts related to Final Customer Project.
- 1.30 Project:** the entire project for the production and delivery of the Tool(s) and/or Fixture
- 1.31 Project Milestones:** the milestones for the Project identified in the SC.
- 1.32 Purchase Order:** the notification by SODECIA to the TOOL MAKER to start production of the Toll(s) and/or Fixture. A Purchase Order incorporates the GC.
- 1.33 Samples:** Parts produced by using the Tool(s) and/or Fixture(s) and controlled by the Checking Fixture before their approval by SODECIA.
- 1.34 SC:** The Special Conditions in the Supply Agreement.
- 1.35 Serial Production Location:** The SODECIA premises to produce the Parts to source the Final Customer.
- 1.36 Serial Production Machine(s):** SODECIA's Industrial press, or equivalent equipment, in which the Tool(s) and/or Fixture(s) is to be set-up for the production of Parts.
- 1.37 SODECIA IP Rights:** the intellectual property rights described in Clause 26.1.
- 1.38 SODECIA's Documents:** The information and/or documents disclosed by SODECIA or which the TOOL MAKER had access to under this Agreement.
- 1.39 SODECIA Supplier Portal:** the electronic portal to be used by any supplier to Sodecia.
- 1.40 SOP:** Milestone related to Start Of Production of the parts in the Final Customer Project
- 1.41 Spare part:** is a duplicate part of the main Tool(s) or Fixture(s) that can be replaced in case of Tool(s) or Fixture(s) deterioration or damage.
- 1.42 Tool(s) and Fixture(s) Definition:** Basic information for the Tool(s) or Fixture(s) identification.
- 1.43 Tool(s) and Fixture(s) Specifications:** the relevant specifications for the construction of the Tool(s) and Fixture(s) 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 Fixture(s);
- the raw materials standards to produce the Parts;
- the measurement standard for the Parts;
- the hourly production speed of the Tool(s) and Fixture(s);
- the capability of the Tool(s) and Fixture(s);
- the R&R of Fixtures(s);
- the lifetime of the Tool(s) and Fixture(s) in terms of the total number of Parts to be produced with the Tool(s) and Fixture(s);
- the characteristics of the Serial Production Machine(s).

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

1.45 Tool(s) and Fixture(s) Material Order: the purchasing by TOOL MAKER of the material and Standard Component needed for the Tool(s) and Fixture(s) construction.

1.46 Worn Element: Part of the Tool(s) or Fixture(s) that during normal production usage, change the original dimensions up to the point of generate wrong parts or lost production efficiency.

2. Previous Documentation/Information

2.1. TOOL MAKER has had timely and due access to and/or issued the documents/information indicated in the SC.

2.2. Any terms contained on TOOL MAKER's quotation, which are contrary to, or different than the GC or the SC contained herein are expressly rejected.

2.3. In case of any discrepancy between the information content stipulated in Article 2.1 and this Agreement, annexes to this Agreement, purchase Order, etc., this Agreement, Annexes to this Agreement, Purchase Order and other special provisions shall prevail.

3. Object

3.1. TOOL MAKER 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 Tool(s) 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 Fixture(s).

3.2. Subject to a Purchase Order issued by SODECIA, the TOOL MAKER undertakes to Design and construct the Tool(s) and Fixture(s) under its sole liability (regardless of any assistance by SODECIA or other parties) 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 Tool(s) Specifications and the Part Specifications, throughout its useful life.

3.3. SODECIA is not under any obligation to suggest modifications, changes or adjustments to the Design or to the Tool(s) and Fixture(s) and shall not be liable for any suggestion it may, or may not, give.

3.4. TOOL MAKER shall render all services under this Agreement on the premises indicated in the SC or in other premises approved by SODECIA.

4. Documents

4.1. TOOL MAKER shall provide SODECIA all documents and information relating to the Design, construction and testing of the Tool(s), Fixture(s) and Checking Fixture, in particular: (i) the drawings for the Tool(s), Fixture(s), Checking Fixture; (ii) a list of standard Components, indicating the TOOL MAKER and product reference; (iii) a list of Components subject to rapid wear and tear, with an indication of how often they are replaced and costing; (iv) 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; (v) the machining and corrosion schedules, in hard copy and magnetic medium, duly referenced to the Parts to which they relate; (vi) Anything else indicated in the Tool(s) Specifications.

4.2. TOOL MAKER 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; TOOL MAKER shall use a template provided by SODECIA.

4.3. SODECIA may visit the TOOL MAKER at any time, including with the presence of a customer or person designated by the customer. The TOOL MAKER 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. TOOL MAKER shall be solely responsible and liable for the Components' quality and guarantee of the Components and shall be liable to SODECIA for any flaw, non-conformity or lack of quality of such Components, regardless of whether the TOOL MAKER intends to claim from its supplier any right it may have against the latter.

5.2. The Tool Maker may not refuse compensation for any of the circumstances set out in the preceding paragraph on the grounds of his supplier's breach of contract; The Supplier must first compensate SODECIA and may then claim his rights against his suppliers.

6. Engineering Changes

6.1. SODECIA may request changes to the Tool(s) and Fixture(s) Specifications and the Part Specifications by issuing an Engineering Change Request and delivering the relevant documentation to the TOOL MAKER.

6.2. Upon receipt of an Engineering Change Request, TOOL MAKER shall (i) immediately suspend all work in progress if SODECIA so determines, (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 Fixture(s).

6.3. An Engineering Change Request do not entail modifications in the time periods or prices, unless the Supplier can objectively demonstrate that the requested changes have a significant impact on the Design or construction of the Tool(s) and/or Fixture(s) that cannot be realized without an increase above 10% (ten per cent) to the time periods or the prices.

6.4. Within 10 (ten) days from an Engineering Change Request, TOOL MAKER shall provide SODECIA with all documented information on predictable adjustment to the Design and/or construction of the Tool(s) and Fixture(s), as well as to the contractual time periods and prices resulting therefrom, if any (the "Change Adjustments").

6.5. Being the Change Adjustments approved by SODECIA, the TOOL MAKER shall resume work.

7. Disagreement over Change Adjustments

7.1. If SODECIA does not agree with the Change Adjustments, it may choose between:

- a) maintain the initial specifications of the Tool(s) and/or Fixture(s) and/or Part Specifications and not apply the changes, notifying the TOOL MAKER to resume work if work was suspended according to Clause 6.2, in which case the period elapsed since the Engineering Change Request will be added to the contractual timings; or
- b) Request an external technical assessment of the Change Adjustments to be carried out by a third party nominated by SODECIA, which costs shall be borne by SODECIA and SUPPLIER in equal parts.

7.2. This third party will assess all the technical, time and economic aspects of the Change Adjustments, its decision will be binding on both Parties, and the TOOL MAKER must carry out the work in accordance with the assessment, in which case the period elapsed since the Engineering Change Request will be added to the contractual timings if work was suspended according to Clause 6.2.

8. Design Presentation

- 8.1.** TOOL MAKER shall present the Design in compliance with the Tool(s) and/or Fixture(s) Specifications and hand over to SODECIA all relevant documents indicated in GC 4 until the date designated in the SC.
- 8.2.** TOOL MAKER 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 TOOL MAKER's Default, with all consequences thereof; and upon the expiration of the maximum grace period of 10 (ten) days is deemed to be a TOOL MAKER's Breach, granting SODECIA the right to immediately terminate this Agreement.
- 8.4.** SODECIA does not judge the feasibility and rationality of the design report. SODECIA's acceptance of a design report shall not be deemed an endorsement of the report by SODECIA.
The Tool Maker shall bear the final and complete legal responsibility for the feasibility, scientific and rationality of the design report.
- 8.5.** If the design report is not feasible and the TOOL MAKER is unable to deliver to SODECIA Parts conforming to the Agreement, the TOOL MAKER shall, in addition to returning the full amount paid by SODECIA, be liable to SODECIA for breach of contract at 30% of the total price.
- 8.6.** TOOL MAKER shall evaluate and agree with SODECIA all definition and specification items, included but not limited to the Hourly Production Speed, considering that the the Hourly Production Speed test, and all other parameters will be tested at the Serial Production Location, with Serial Production Machine(s) and with final raw material, during HLTO phase.
SODECIA, upon request from TOOL MAKER, shall provide all information's on the Serial Production Machine(s) and the related working conditions.
Non-compliance with one or more items of the definition and specification, including but not limited to the Hourly Production Speed, grants SODECIA the right to claim the cost generated by such non-conformity.

9. Raw Material

- 9.1.** SODECIA shall deliver the imported raw material to TOOL MAKER's premises 10 (ten) days before the date designated in the Tool(s) and Fixture(s) Project Milestones table in the quantity required.
- 9.2.** The TOOL MAKER must make the local raw material available at the TOOL MAKER's premises 10 (ten) days before the date designated in the Tool(s) and Fixture(s) Project Milestones table, and in the quantity required.
- 9.3.** TOOL MAKER assumes full responsibility for maintaining the quality of the raw materials and for accounting for the quantity, including scrap. TOOL MAKER cannot terminate this Agreement due to a delay in receiving the raw materials (if applicable).
- 9.4.** Delay in delivery of raw material shall only lead to a postponement to deliver the Tool(s) and/or Fixture(s) if and to the extent the TOOL MAKER proves that late receiving of the raw material caused the delay in construction of the Tool(s) and Checking Fixture
- 9.5.** If SODECIA provides raw materials, both Parties shall check the quantity and quality of raw materials and confirm in writing when the TOOL MAKER receives the raw materials. After SODECIA has delivered the raw materials to the TOOL MAKER, the TOOL MAKER shall be responsible for keeping the raw materials; The risk of damage and loss of raw materials is also borne by the TOOL MAKER.
- 9.6.** TOOL MAKER shall scrap the remaining raw materials after the Tool(s) and Fixture(s) has reached BUY-OFF Approval and after having received written confirmation by SODECIA.

10. Production of Early Samples MRD0, Early Samples MRD1 and Samples

10.1. TOOL MAKER shall produce Early Samples MRD0, Early Samples MRD1 and Samples, in the minimum amounts indicated in the SC, with respective dimensional reports containing a breakdown of all measurements indicated in the Tool(s) and/or Fixture(s) 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, TOOL MAKER shall present the Tool(s) and/or Fixture(s), now constructed, hand over all the documents related thereto and provide any necessary clarifications to SODECIA, at TOOL MAKER's premises.

11.2. Any delay to present the Tool(s) and/or Fixture(s) from the date designated in the SC is deemed to be a TOOL MAKER's Default, with all consequences thereof, and upon the expiration of the maximum grace period of 10 (ten) days is deemed to be a TOOL MAKER's Breach, granting SODECIA the right to terminate this Agreement immediately.

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

12.2. Non-approval of the Samples at the Tool(s) and/or Fixture(s) Presentation date is deemed to be a TOOL MAKER's Default, with all consequences thereof; and upon the expiration of the maximum grace period of 10 (ten) days from the Tool(s) and/or Fixture(s) Presentation date, is deemed to be a TOOL MAKER's Breach, granting SODECIA the right to terminate this Agreement immediately.

13. Transport & Delivery of the Tool(s), Fixture(s), Samples, Early Samples MRD0, Early Samples MRD1

13.1. TOOL MAKER shall transport and deliver to SODECIA the Early Samples MRD0 and the Early Samples MRD1 per the dates and under the Incoterm and to the delivery location indicated in the SC. TOOL MAKER is fully responsible for transport.

13.2. Once the Samples have been approved, the Tool(s) and/or Fixture(s) and Samples shall be transported and delivered under the Incoterm, the responsibility and per the date indicated in the SC.

13.3. Packing: the TOOL MAKER shall provide outer packing, for Samples, Tool(s), Fixture(s) suitable for long-distance transportation; If unnecessary losses are caused by unqualified packaging, the TOOL MAKER shall be liable for compensation.

13.4. A delay in transport and delivery of the Early Samples MRD0, Early Samples MRD1, Samples and/or Tool(s) and/or Fixture(s) per the dates designated in the SC is deemed to be a TOOL MAKER's Default, with all legal and contractual consequences thereof; and upon the expiration of the maximum grace period of 5 (five) days is deemed to be a TOOL MAKER's Breach, granting SODECIA the right to terminate this Agreement immediately.

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

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

14.2. The TOOL MAKER must be present at the Serial Production Location to perform all relevant activities including for HLTO.

14.3. Notwithstanding the provisions of Clauses 14.4 to 14.7 if the TOOL MAKER is not present at the Serial Production Location, it shall assume full responsibility for all direct and indirect costs

of its absence, including, but not limited to, the total cost of another entity appointed by SODECIA to carry out all relevant activities, including for the HLTO.

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

14.5. TOOL MAKER bears the full liability for any defect in the setting-up of the Tool(s) and Fixture(s) and for any Defects resulting therefrom.

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

14.7. Any delay in completing setting-up is deemed to be a TOOL MAKER's Default, with all consequences thereof; and upon expiration of the maximum grace period of 10 (ten) days is deemed to be a TOOL MAKER's Breach, granting SODECIA the right to terminate this Agreement immediately.

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

15.1. Upon receipt of the document referred to in point 14.6, SODECIA shall, within 10 (ten) working days, carry out tests on the Tool(s) and Fixture(s) in the presence of the TOOL MAKER.

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 Tool(s) Specifications Hourly Production Rate;

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 Tool(s) and/or Fixture(s) Specifications;

15.2.4. "Check list" for the Tool(s) and Fixture(s) in accordance with SODECIA Supplier Manual - Tooling.

15.3. The new Samples shall be approved by SODECIA once it has been cumulatively confirmed that:

15.3.1. the dimensional reports show all the measurements in accordance with the Tool(s) and/or Fixture(s) Specifications;

15.3.2. the capability studies show a capability in accordance with the Tool(s) and/or Fixture(s) Specifications.

15.4. SODECIA shall hand over to the TOOL MAKER the documents referred to in 15.3.1. and 15.3.2.

15.5. SODECIA shall inform the TOOL MAKER on other Defects, either on the Tool(s) and Fixture(s) 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 TOOL MAKER's Default, with all consequences thereof; and 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 TOOL MAKER's Breach, granting SODECIA the right to terminate this Agreement immediately.

17. Approval of Tool(s) and Fixture(s)

17.1. Tool(s) and Fixture(s) shall be approved by SODECIA when the new Samples and the Tool(s) and Fixture(s) are in full compliance with the Tool(s) and/or Fixture(s) Specifications and the Parts Specifications.

17.2. Tooling warranty period: 2 years starting from SOP of the Final Customer Project.

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 Fixture(s). In such case, the TOOL MAKER shall immediately produce all changes and corrections to the Tool(s) and Fixture(s), to eliminate such Defects.

18.2. Once the changes or corrections to the Tool(s) and Fixture(s) have been made, the TOOL MAKER 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 Fixture(s) 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 Fixture(s).

19.2. In consideration of the period of useful life of the Tool(s) and Fixture(s), SODECIA'S may report new Defects per previous paragraph within two years of the approval of the Tool(s) and Fixture(s) only. However, in the event TOOL MAKER knew or ought to know about the existence of such Defect, SODECIA shall not be subject to the aforementioned time limit.

19.3. TOOL MAKER shall immediately produce any changes or corrections to the Tool(s) and Fixture(s), to eliminate such Defects.

19.4. If Defects are not solved 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 Fixture(s) either on its own or by using external parties.

19.5. In either case, TOOL MAKER 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 Fixture(s).

20. Bank Guarantee

20.1. TOOL MAKER 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 TOOL MAKER'S duties, obligations, deliveries, and liabilities under this Agreement at TOOL MAKER'S costs and expenses.

20.2. 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 TOOL MAKER and SODECIA shall have the right to immediately terminate this Agreement by notifying the TOOL MAKER in writing with immediate effect and notwithstanding TOOL MAKER'S liability for any damages.

21. Price

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

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

21.3. TOOL MAKER cannot, under any circumstances, demand any other payment for additional or different works, to carry out its commitment under this Agreement.

22. Invoice and Payment

- 22.1. SODECIA initiates the payment procedure upon receipt of the Tool Maker's invoice. The Tool Maker shall provide SODECIA with a valid and correct VAT special invoice.
- 22.2. Any advanced payment made by SODECIA shall be at its sole discretion and the respective amount shall be deducted from the next invoice. The payment shall be made according to the milestones defined in this Agreement or the annexes or supplementary agreements hereto.
- 22.3. SODECIA shall be entitled to retain payments if the TOOL MAKER did not fully and timely eliminate any Defects.
- 22.4. The TOOL MAKER shall promptly notify SODECIA in writing of any change in the collection account; Any loss caused by the TOOL MAKER's failure to notify SODECIA in time shall be borne by the TOOL MAKER.
- 22.5. In case SODECIA rejects an invoice from the TOOL MAKER, the TOOL MAKER shall issue a new and corrected invoice. The time period for payment shall start from the receiving date of the new invoice.
- 22.6. If the parties cannot reach an agreement on the amount of payment, the TOOL MAKER shall first issue an invoice in accordance with SODECIA's proposal; Any difference dispute between SODECIA and the TOOL MAKER may be settled by both Parties through negotiation.

23. Right to set-off

- 23.1. Upon notice to the TOOL MAKER, SODECIA shall be entitled to set-off or recover, in whole or in part, any amount to which it is entitled against the TOOL MAKER under this Agreement or applicable law on any outstanding or future payment due to the TOOL MAKER.
- 23.2. The set-off by SODECIA does not entitle the TOOL MAKER to stop performing any and all of its duties nor to suspend, delay, reduce or limit its activities under this Agreement.

24. Representations by TOOL MAKER

- 24.1. TOOL MAKER hereby repeats and offers, as valid and in full force, all and any of the representations and warranties previously offered on the SODECIA Supplier Portal and in any document attached or registered thereto, representing and warranting that there is no falsification, expansion or cover-up of facts.

The TOOL MAKER's documents and declarations mentioned in the preceding paragraph shall be deemed to be an integral part of this Agreement and shall be binding on the TOOL MAKER.

- 24.2. TOOL MAKER further represents and warrants that it has and shall always keep during the term of this Agreement the industrial, organizational, economic, and financial means necessary for the promptly and complete performance of this Agreement.
- 24.3. SODECIA may at any time review the industrial, organizational, economic and financial condition of TOOL MAKER and TOOL MAKER shall fully cooperate in such review and promptly provide copies of or access to reasonable requested documents, including financial records and statements. TOOL MAKER's information shall be used by SODECIA for purposes of the review only.
- 24.4. SODECIA may carry out audits and inspections to the TOOL MAKER's and/or the TOOL MAKER's Assignee premises, including with the participation of SODECIA's customers to confirm compliance with all requirements, subject to prior notice, that shall refer the relevant elements to be accessed.
- 24.5. In the event of breach of any representation, warrant or covenant under this Clause SODECIA shall have the right to terminate this Agreement or, at its sole election and discretion, specifically enforce the terms of this Agreement.

25. Third parties

- 25.1. TOOL MAKER may not, without SODECIA's prior written consent, (i) assign or delegate (including without limitation by subcontract) to a third party its obligations under this Agreement, or (ii) enter or offer to enter into a transaction with a third party that includes a sale of a substantial portion of its assets or a merger, sale or exchange with a third party of stock or

other equity interests that would result in a change of control of TOOL MAKER (any third party entering to an agreement per this Clause is herein designated by “Assignee”). TOOL MAKER 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 premises, equipment, industrial and process control systems, warehouse systems etc.).
- 25.3.** TOOL MAKER retains full responsibility for supplying, including all related warranties and claims, and shall be liable to SODECIA for Assignee’s performance of all obligations under this Agreement and/or the agreement with Assignee, unless otherwise agreed in writing by SODECIA. TOOL MAKER is expressly forbidden to assign, in whole or in part, credits against SODECIA, without SODECIA’s prior written consent.
- 25.4.** TOOL MAKER agrees that SODECIA transfers any of its rights or obligations under this Agreement to any third party without objection. Where SODECIA transfers its rights and obligations under this Agreement, it shall send a notice of the transfer to the TOOL MAKER. The transfer becomes legally effective on the date when SODECIA's notice of transfer is delivered to the TOOL MAKER. After accepting the transfer of SODECIA, the transferee shall also perform its obligations in accordance with this Agreement and be bound by this Agreement.

If SODECIA transfers all of its rights and obligations under this Agreement to a Third party, this Agreement shall cease to be binding on SODECIA after the transfer becomes effective.

26. Intellectual property

- 26.1.** Intellectual property rights, of which SODECIA is the holder or licensee and those entrusted to SODECIA by its customers or third parties, whether registered or not registered, as well as the Sodecia’s Documents (the “SODECIA IP Rights”) may only be used by TOOL MAKER for the proper performance of this Agreement and cannot be used for any other purpose without SODECIA’s prior written consent. TOOL MAKER shall take any actions to respect and protect the SODECIA IP Rights, preventing its officers, employees or third parties from affecting, impairing or encumbering such rights.
- 26.2.** TOOL MAKER is a bona-fide depository of SODECIA’s Documents and is required to employ its best efforts (in the sense of having apply the same degree of care as if protecting its own documents as a normally prudent businessman would apply under the circumstances) to keep, store and safeguard SODECIA’s Documents.
- 26.3.** TOOL MAKER must hand over to SODECIA or destroy SODECIA’s Documents upon SODECIA’s request.
- 26.4.** TOOL MAKER may not publicly use names, marks, products, or any assets covered by SODECIA’s IP Rights without prior written consent by SODECIA.
- 26.5.** TOOL MAKER 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.
- 26.6.** Whenever requested by SODECIA, TOOL MAKER shall authorize, to the extent possible and free of charge, to use the TOOL MAKER’s intellectual property rights which are necessary for the performance of this Agreement.
- 26.7.** TOOL MAKER shall inform SODECIA of all innovations arising within the TOOL MAKER’s organization in connection with the performance of this Agreement, including without limitation inventions, suggestions for technical improvements, know-how, and any other individually identifiable intellectual property. It shall furnish all documents necessary to assess such innovations and provide SODECIA with any requested information related thereto.
- 26.8.** SODECIA shall have sole and exclusive entitlement and exclusive right of use and exploitation to all new work results and products arising in this Project, as well as to all materials created and other output etc. produced during the performance of this Agreement.

- 26.9.** All documents that make up the design belong to the TOOL MAKER but shall be transferred to SODECIA, free of charge, upon approval of the Tool(s) and Checking Fixture or SODECIA's termination of this Agreement.
- 26.10.** TOOL MAKER shall, without undue delay, inform SODECIA in writing, of any grievances, complaints or legal proceedings that have been filed or notified to the TOOL MAKER or of which it is aware, that are directly or indirectly related to intellectual property rights that may affect the performance of this Agreement.
- 26.11.** TOOL MAKER 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.
- 26.12.** For each breach of SODECIA IP Rights TOOL MAKER 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 TOOL MAKER has access to in relation or in connection with this Agreement (regardless of the support or means of transmission) shall be deemed as Confidential Information subject to the terms of the NDA, which are deemed to be reproduced in these GC.
- 27.2.** This clause shall survive the termination of this Agreement for a period of 2 (two) years.

28. Delay or Default

- 28.1.** Failure to fulfill in a duly, complete and proper manner any duty, obligation, agreement, covenant, representation or warranty under the terms of this Agreement, attributable to a Party, is deemed to be a Delay or Default by such Party.
- 28.2.** Apart from other consequences set forth in this 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 Fixture(s) price indicated in SC (the "Delay Penalty"), notwithstanding to the right to higher compensation for damages and losses actually suffered.
- 28.3.** Notwithstanding the Delay Penalty or the provisions in the preceding Clauses, in case of any TOOL MAKER'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.
- 28.4.** The Delay Penalty is warranted even if SODECIA claims any other compensation, deems the service as being definitively unfulfilled or terminates this Agreement, in the latter case being calculated up to the date of the definitive unfulfillment or the date of this 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 TOOL MAKER the right to claim for interest rate over the overdue amount.
- 28.6.** TOOL MAKER shall not withhold performance of its obligations, nor exercise any right of retention upon occurrence of a Delay by SODECIA.

29. Breach by TOOL MAKER

- 29.1.** Further to other provisions in this Agreement, failure by TOOL MAKER 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.** Upon the occurrence of a Breach, TOOL MAKER shall be liable to SODECIA for all damages, direct or indirect, including consequential damages, costs and expenses (including in inspecting, sorting, storing, reworking, repairing or replacing, resulting from production interruptions, conducting recall campaigns, customer field service actions or other corrective service actions), lost profits and non-pecuniary damages, notwithstanding the right to terminate this Agreement.

- 29.3.** If the quality and performance of the Tool(s) and Fixture(s) and Parts do not conform to the provisions of this Agreement, attachments and purchase orders, SODECIA has the right to ask the TOOL MAKER to return and replace them within a limited period; If the TOOL MAKER does not return or exchange within the limited period, SODECIA shall have the right to terminate this Agreement and demand the TOOL MAKER to return the entire contract price paid.
- 30. Force majeure**
- 30.1.** SODECIA can decline the provision of services by the TOOL MAKER, cancel Purchase Order and terminate this Agreement in cases of force majeure, defined as events not attributable to the Parties, including natural disasters, fires, explosions, floods, storms, wars, riots, coups, decisions made by judicial, governmental or other authorities, labour disturbances or strikes, relating to SODECIA, SODECIA Group or its customers.
- 31. Termination for Breach or non-conformity**
- 31.1.** SODECIA is entitled to terminate this Agreement: (i) In the event of a Breach by TOOL MAKER; or (ii) If TOOL MAKER threatens to breach this Agreement; or (iii) In the event of opening a bankruptcy, liquidation, insolvency, creditor protection or equivalent proceedings in relation to TOOL MAKER; or (iv) In the event of application for attachment, seizure, embargo, appropriation or other precautionary measures with respect to the assets or shareholdings of the TOOL MAKER; or (v) In the event TOOL MAKER is, or becomes, a competitor to SODECIA or to SODECIA Group companies; or (vi) In the event SUPPLIER is, or becomes, a competitor to SODECIA or to Sodecia Group companies; or (vii) In the event of force majeure; or (viii) In any other event provided for in any specific Clause of this Agreement.
- 31.2.** TOOL MAKER is entitled to terminate this Agreement: (i) In the event of overdue by SODECIA of the amount determined in the SC or higher, for more than 6 months; (ii) 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, alternatively per its free decision:
- (a) to return the Tool(s) and Fixture(s) to the TOOL MAKER, upon return by TOOL MAKER's costs, of everything received from SODECIA (including any documents, raw materials and the refund of instalments that have been paid); or
 - (b) to keeping the Tool(s) and Fixture(s) for the price already paid, plus paying the open invoices accepted by SODECIA, which shall not unreasonably withhold; and the TOOL MAKER to keep the instalments received.
- 31.6.** Should SODECIA opt to return the Tool(s) and/or Fixture(s), SODECIA has the right of retention over the Tool(s) and/or Fixture(s) for as long as everything handed over to the TOOL MAKER has not been returned and all damages and penalties have not been fully paid.
- 32. Termination related to Final Customer Project**
- If the Final Customer suspend, interrupt, cancel or terminate the Final Customer Project, SODECIA shall notify the SUPPLIER accordingly and shall have the right to audit the costs of the SUPPLIER who shall provide it with all the information requested for this purpose. In this case, SODECIA will only be responsible for paying the SUPPLIER the costs it has actually incurred, without any additional margin, profit, value or mark-up.
- 33. TOOL MAKER Liability and insurance**

- 33.1.** TOOL MAKER takes full and sole liability for (i) injuries to persons, including death, (ii) reasonable and proven damages caused by TOOL MAKER 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 Fixture(s) and shall defend, indemnify and hold SODECIA, its shareholders, directors, officers and employees, harmless.
- 33.2.** TOOL MAKER shall keep, and provide copy to SODECIA upon request, a current and valid public liability insurance policy covering its liability per Clause 32.1., with a coverage amount indicated in the SC. The coverage amount does not limit TOOL MAKER's liability.
- 33.3.** 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.

34. Miscellaneous

Exercise of Rights

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

Termination of contract

- 34.2.** Termination herein refers to the situation where both Parties to this Agreement have performed their obligations as agreed herein, and the validity of this Agreement is terminated due to expiration or completion of performance by both Parties.
- 34.3.** Upon termination of this Agreement, TOOL MAKER shall return to SODECIA the corresponding means of production, including but not limited to: production site or workshop (if any), machinery and equipment (if any), raw materials, processing and design documents or data, and all other property or documents provided to TOOL MAKER by SODECIA for the performance of this Agreement.

If the property provided by SODECIA to the TOOL MAKER is damaged due to improper use or unfavorable care by the TOOL MAKER, the TOOL MAKER shall repair it; If it cannot be repaired, compensation shall be made according to the market price.

- 34.4.** Upon termination of this Agreement, both Parties shall keep strictly confidential the trade secrets of the other Party (including but not limited to drawings, design documents, intellectual property rights, customer information, sales and procurement channels, etc.) which they come to know as a result of the cooperation relationship, and shall not disclose them to any Third Party without permission of the other Party. The term of the confidentiality obligation shall be 10 years.

Relationship of Parties

- 34.5.** SODECIA and TOOL MAKER are independent parties and nothing in this Agreement will make either party an employee, agent or legal representative of the other Party for any purpose, nor will it grant either party any power to assume or create any obligation on behalf of or on behalf of the other Party, including its employees and agents.

SODECIA assumes no obligation with respect to employees or agents of TOOL MAKER or their suppliers or contractors, who are not entitled to employee benefits or other rights enjoyed by SODECIA employees.

Personal Data

- 34.6.** The Parties and their representatives mutually authorizes the collection, use, processing and treatment of any personal data disclosed under this Agreement for the purposes of its execution and the transactions herewith contemplated, including for its the internal recording and communications to third parties related thereto. By executing this Agreement, TOOL MAKER 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.

- 34.7.** TOOL MAKER 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.
- 34.8.** TOOL MAKER grants to SODECIA explicit consent to transmit personal data and any other data concerning the TOOL MAKER 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.
- 34.9.** TOOL MAKER 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.
- 34.10.** The Parties shall use subcontractors to process personal data that provide sufficient guarantees of compliance with legal requirements.

Delivery

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

Announcement

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

Interpretation and Integration

- 34.14.** The SC and the GC, any other documents referred to therein, including the Attachments, form the integral agreement between the Parties. Any standards, internal rules or general conditions issued by or normally used by the TOOL MAKER shall not be applicable and are expressly rejected hereby. SC shall prevail over GC, save when differently determined in the GC. The GC shall prevail over and supersede any other provisions contained in the Attachments or other documents. This Agreement and all related Attachments supersedes all prior (verbal or written) agreements or negotiations between the Parties. This does not affect the validity and enforceability of any other document or agreement to which this Agreement refers.
- 34.15.** 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 this Agreement. ◦
- 34.16.** 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.
- 34.17.** 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.
- 34.18.** Interests are calculated on the basis of 365 days per year.

34.19. 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.