

1. OBJECT

The Purchaser is understood as the company affiliated to the KARTESIS group with which the Supplier has entered into a Contract. "Contract" means all of the documents that are issued or otherwise agreed to in writing by the Purchaser relating to the Supplies, including, but not limited to any purchase order, purchase contract, nomination letter. "Supplier" means any natural or legal person who agrees to supply the Purchaser with the Supplies and who is identified as such in the Contract. The Contract is subject exclusively to these General Purchasing Conditions, hereinafter referred to as "Terms". **Deviations to the Conditions shall require a written consent by the Purchaser and/or shall appear in the Contract.** Unless any additions, deletions or modifications made to the Terms by the Supplier (as contained in the Order Acknowledgement or any other document issued by the Supplier) are signed by the Purchaser, in principle such additions, deletions or modifications are expressly rejected by the Purchaser and will not form part of the Contract. The term "Supplies" covers all goods, materials, components, parts, material works, etc., and provision of services provided by the Supplier to the Purchaser.

2. ORDER VALIDITY

- 2.1. All verbal orders must be confirmed in writing.
- 2.2. Acceptance of the order shall be presumed upon commencement of its execution by the Supplier.

3. CONFORMITY - QUALITY

3.1. The Supplier undertakes to deliver the Supplies in accordance with the terms of the Contract, as well as with the drawings, specifications and schedules of works accepted by the Purchaser and the Supplier and with the initial samples accepted by the Purchaser. The Supplies shall comply with applicable regulatory and legal standards (such as, for example, the REACH regulations applicable in the EU).

3.2. Any technical and/or delivery time modification shall be subject to Purchaser's prior written authorization.

3.3. The Supplier undertakes to comply with Purchaser's Supplier Quality Assurance Manual, including the agreed logistics arrangements, and undertakes to comply with all provisions thereof, including those amended or modified by Purchaser, if any. The Supplier also undertakes to provide the Safety Data Sheet (SDS) with each supply delivery concerned. If the Supplies do not conform, Purchaser shall notify Supplier, orally or in writing, of the non-conformity within a reasonable time after Purchaser has discovered it. Therefore, payment for nonconforming Supplies will not constitute an acceptance of them, limit or impair Purchaser's right to assert any legal or equitable remedy, or relieve Supplier's responsibility for hidden defects. The Supplier shall comply (and shall cause its subcontractors and suppliers to comply) with Purchaser's

quality requirements.

3.4. At the Purchaser's first request, the Supplier undertakes to provide all information on the Supplies to certify their origin and composition.

4. PACKAGING - LABELLING - MARKING - SHIPPING

4.1. The Supplier undertakes to deliver the Supplies packaged in accordance with the norms and standards in force in the European Union, the United States of America, and/or any other country where the Supplies may be delivered, but also in accordance with the requirements of the Purchaser (packaging, marking, labelling, and shipping). The Supplier shall be responsible for any deterioration of the Supply resulting from improper packaging. In the absence of Purchaser's specification related to packaging in the Contract, the Supplier is responsible for the choice of packaging in accordance with aforementioned standards.

4.2. The Supplier shall also attach a delivery slip to each delivery, containing all information relating to the packaging list, the type of packing and the references listed on the Contract, and for a provision of service a slip which details the service performed.

5. DELIVERY

5.1. The Supplier undertakes to respect the delivery date, place and terms indicated in the Contract. The Supplier is prohibited from making a delivery before the scheduled date.

5.2. The Purchaser reserves the right to unilaterally change the quantities and/or the planned delivery date.

5.3. The Supplier undertakes to inform the Purchaser immediately of any event that may cause a delay in delivery. In the event of a delay, the Purchaser reserves the right to :

- require prompt service delivery at the supplier's expense;
- cancel all or part of the unfulfilled order without compensation;
- purchase the Supplies from another supplier, in which case the costs resulting from this transfer shall be borne entirely by the Supplier;
- apply late payment penalties of an amount corresponding to one percent (1%) of the total value of the order, per day of delay, up to a maximum of ten percent (10%). These penalties may be offset against the amount of the sums still owed to the Supplier.

In addition to the payment of late penalties, the Supplier shall indemnify the Purchaser for all costs and expenses relating to claims and/or chain breaks caused by this delay suffered by both the Purchaser and its customers, without prejudice to an action for damages. The compensation paid by the Supplier to the Purchaser shall not limit or impair, in any way, the Purchaser's right to claim damages in legal proceedings.

6. INSPECTION - ACCEPTANCE

6.1. The Purchaser, possibly accompanied by its customer, reserves the right to inspect at any time the quality of the manufacture of the Supplies on the Supplier's premises or those of its subcontractors in accordance with the provisions referred to in Article 16 of these Conditions.

6.2. The participation of the Purchaser in the acceptance operations of the Supplies shall in no way relieve the Supplier of its responsibility.

6.3. Upon receipt of the Supplies, the Purchaser shall check the packaging, identity and quantity of the Supplies received. The Supplier waives any right to oppose a late claim of the Purchaser. The absence of any dispute and/or reservations by the Purchaser upon delivery of the Supplies and/or the payment of the Supplies shall not be considered as tacit acceptance of the conformity of the Supplies delivered.

7. PERSONAL DATA PROTECTION

7.1. All provisions relating to the protection of personal data used under this Contract shall comply with applicable regulations, by way of example and if applicable Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, including the Guidelines of the European Data Protection Board (EDPS) shall be strictly observed.

7.2. For this purpose, the Supplier shall fulfil its individual obligations as the person responsible for processing its own data in the context of personal data protection.

7.3. As part of the execution of the Contract, if the Supplier has to carry out personal data processing operations on behalf of the Purchaser, a specific agreement on the subcontracting of personal data processing shall be concluded prior to any processing operation.

8. PRICE – INVOICING – PAYMENT TERMS – CLEARING PROCEDURE

8.1. Prices are firm and non-revisable. They are understood as “paid duty” DAP (country / city) - ICC INCOTERMS Edition 2020, place of delivery indicated in the Contract, unless otherwise specified in the said Contract.

8.2. The selling price of the spare parts shall be identical to the standard price of the Supplies, except for costs justified by differences in packaging or logistics. In this case, the prices shall be negotiated and accepted by the Purchaser before any implementation.

8.3. The invoices must recall all the particulars appearing in the Contract for the purposes of identification and control of the supplies, as well as all the statutory particulars (exact name of the supply, quantity, unit price, place of delivery, mode of transport).

8.4. The invoice shall be paid within sixty (60) days from the date of its issue, unless otherwise provided for in the Contract. The Purchaser may reject any invoice that is

inaccurate or does not comply with the requirements of the Contract and/or applicable laws, and the Supplier shall promptly reissue any rejected invoice.

8.5. The Purchaser may, without limiting any other rights or remedies permitted by law, set off any amounts due by the Supplier against amounts due by the Purchaser to the Supplier under the Contract to the extent permitted by applicable law.

9. PRODUCTIVITY AND PRICE COMPETITIVENESS

9.1 BASIC PRICE

Unless otherwise specified, the purchase price: (i) is firm for the entire term of the Contract and shall not be subject to increase for any reason, such as increase in the cost of raw materials, labour or manufacture of the Supplies, development cost, or in the event of a change in volumes or project duration from what was originally planned or expected (ii) any taxes (whether federal, state, provincial or otherwise) and duties included in Purchaser's purchase of the Supplies are agreed to; (iii) includes any storage, handling, packaging, or other costs incurred by Supplier.

9.2 MAINTAINING A COMPETITIVE PRICE

The Supplier shall at all times be competitive in price, quality, performance and fulfilment of its commitments. If it is established that the Supplier is not sufficiently competitive, particularly in terms of price, the Purchaser reserves the right to source all or part of the Supplies from a more competitive supplier without incurring any liability and without this being considered a breach of the Contract.

10. WARRANTY - LIABILITY

10.1. The Supplier acknowledges that it is aware of the Purchaser's intended use of the Supplies covered by the Contract and warrants that such Supplies have been selected, designed, manufactured, or assembled by the Supplier in accordance with the Purchaser's intended use and will be suitable and sufficient for the particular purpose intended by the Purchaser.

10.2. The Supplier shall have full responsibility for the design and manufacture of the Supplies in accordance with the documents, standards and samples referred to in Article 3.1 of the Conditions. The Supplier shall be responsible for the technical choices irrespective of the Purchaser's assistance during the development, even if the Supply has been accepted during the initial sample review procedure.

10.3. The Supplier guarantees the Purchaser for (i) three (3) years from the date of registration of the vehicle on which the Supplies are mounted; or, (ii) for one hundred thousand (100,000) kilometres travelled. The achievement of one of above cases extinguished the contractual warranty against any defect or operating problem related to design or manufacturing process.

10.4. The Purchaser shall be entitled to reject the Supplies if in any way they do not conform to those agreed. The Supplies shall be returned by the Purchaser to the Supplier at the latter's expense.

10.5 Once the contractual warranty expires, the Supplier shall remain liable for any applicable statutory warranties (for example legal warranty for hidden defects), for any consequences, direct or indirect, on said Supplies. Any provision aimed at excluding the application of legal guarantees shall be deemed null and void.

10.6 If the customer of the Purchaser decides to recall a product incorporating the Supplies, the Supplier shall compensate the Purchaser to the extent of its liability for all direct and indirect damage caused to the Purchaser.

10.7. In any event, the Supplier shall indemnify the Purchaser for all direct or indirect damage suffered by the Purchaser as a result of the non-conformity of the Supplies.

11. REMEDIES - COMPENSATION

11.1. The rights and remedies reserved to Purchaser in the Contract are cumulative with, and additional to, all other rights and remedies of Purchaser under applicable law or in equity.

11.2. Without limiting the foregoing, in the event that any Supplies fail to conform to the warranties set forth in the Contract or the product specifications incorporated in the Contract, or if Supplier otherwise breaches any of its obligations under the Contract, the latter shall release the Purchaser (including its successors and/or affiliated companies of the KARTESIS group) and its clients from any liability.

11.3. The Supplier shall also indemnify the Purchaser (including its successors and/or affiliates of the KARTESIS group) and its customers, for all damages, direct or indirect, consequential or non-consecutive immaterial, including without limitation litigation costs (damages, losses, loss of use, claims, expenses, fees of lawyers, experts, consultants, settlement fees and judgments), costs, expenses or losses which may be caused by, result from or result from: (A) any consultation, sorting, testing and/or repair of any defect or alleged defect in the supplies provided by Supplier; (b) any production interruption; (c) any recall campaign or corrective action; (d) any third-party claim for personal injury, property damage, or death.

12. SPARE parts Regarding after-market obligations existing in the automotive market, and independently of the end of the Contract binding the Purchaser and the Supplier, the latter shall maintain the supply of the Supplies for fifteen (15) years after the end of the serial life of the Purchaser's products in which the Supplies are incorporated.

13. TRANSFER OF OWNERSHIP – TRANSFER OF RISK

13.1. The Purchaser becomes owner of the ordered Supplies and of specific tools and equipment as they are manufactured, unless otherwise specified in the Contract. The Purchaser does not recognize any ownership restrictions and any such restrictions are hereby rejected.

13.2. The transfer of risks is made upon the delivery of the Supplies according to the applicable Incoterm.

14. TOOLS DEDICATED TO THE MANUFACTURE OF SUPPLIES

14.1. The tools and specific equipment supplied by the Purchaser and/or especially manufactured for the execution of the Contract for the manufacture of the Supplies are exclusively owned by the Purchaser. The tools and specific equipment can neither be the object of any right of retention of the Supplier, nor of any attachment of the Supplier's creditors. At first request, the tools and specific equipment must be returned to the Purchaser at the Supplier's expenses.

14.2. A contract on loan for the use of the tools and specific equipment may be signed between the Purchaser and the Supplier. Even in the absence of such contract, Supplier is deemed to be the keeper of the contracted tools and specific equipment which are stored at the Supplier's plant.

14.3. The tools and specific equipment shall solely be used by the Supplier for the fulfilment of the Contract.

14.4. The Supplier shall take all necessary measures to ensure the individualization of the specific tools and equipment, by affixing metal identification plates or cold stamped with a label indicating that they are the Purchaser's property and that they are not transferable or distrainable. The supplier guarantees the maintenance and operation of specific tools and equipment at its own expense.

14.5. Unless otherwise mentioned within the Contract, the specific tools and equipment shall be warranted for the duration of the production of the Supplies.

15. INTELLECTUAL & INDUSTRIAL PROPERTY

15.1. The Supplier grants the Purchaser a non-exclusive irrevocable, worldwide, and royalty-free license of use of any intellectual and/or industrial property rights for the duration of validity of said rights and for any countries, aiming at a direct and/or indirect use by the Purchaser, with right to sublicense.

15.2. Supplies manufactured based on Purchaser's drawings, designs, and/or specifications as well as any software code or models provided by Purchaser may not be used for Supplier's own use or sold to third parties without Purchaser's express written authorization.

15.3. No provisions in the Contract shall constitute recognition by the Purchaser of any intellectual property rights claimed by the Supplier, or even of any need for a license to manufacture the Supplies or perform any related services.

15.4. The Supplier will claim and acquire all rights and waivers

of Supplier's personnel required to enable Supplier to grant Purchaser the rights and licenses in the Contract. The Supplier assumes full and sole responsibility for compensating Supplier's personnel for such rights and waivers, including the remuneration of employees.

15.5. The Supplier, on its behalf and on behalf of the Purchaser (including its successors and/or affiliates of the KARTESIS group) and its customers, warrants that it has the rights to use the software necessary for the design and/or manufacture of the Supplies.

15.6. The Supplier will investigate, defend, hold harmless and indemnify the Purchaser (including its successors and/or affiliated companies of the KARTESIS group) and its customers against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright, design patent, or other proprietary right, misuse, or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the Supplies contracted (collectively "IP claims").

15.7. The Supplier undertakes not to invoke compliance to Purchaser's specifications or guidelines (including its successors and/or affiliated companies of the KARTESIS group) or of its customers to exonerate itself of any liability for IP Claims.

16. CONFIDENTIALITY/NO ADVERTISING

16.1. All documents, information, studies, plans, samples, of any kind (technical, commercial, etc.) and in any form whatsoever (email, oral and written disclosure, etc.) which have been made available to the Supplier, either before or during the execution of the Contract, remain the property of the Purchaser. They must be kept strictly confidential and must not be disclosed to any third party and/or be used by the Supplier for its own needs without the prior written agreement of the Purchaser. The Purchaser may demand their return at any time.

16.2. Confidentiality obligations will remain valid until five (5) years after the termination of the execution of the Contract.

16.3. The Supplier is not authorized, without the prior written consent of the Purchaser, in any manner whatsoever, to (a) promote or publish the fact that the Supplier is contractually bound to provide the Purchaser with the Supplies; (b) to use Purchaser's trademarks, trade name or confidential information in its own advertising or promotional materials; or (c) to use Purchaser's trademarks, trade name or confidential information in any electronic medium whatsoever, such as a website, blogs, or any other type of publication.

17. INSURANCE

17.1. The Supplier shall take out an insurance policy covering all the risks related to its activities notably professional,

operating and product/post-delivery liabilities, for an amount at least equal to five (5) million Euros, per year and per damage (including but not limited to pure financial losses, removal and replacement costs, recall costs, loss of use, etc.) incurred by the Purchaser or by third parties. In the absence of here above-mentioned insurance coverage, the Supplier shall purchase additional insurance.

17.2. The Supplier shall take out an insurance guaranteeing the replacement value as new of the tools and specific equipment; covering the risks of loss, theft, destruction, and all damages they could undergo and/or cause. The insurance will contain a renunciation for any claim against the Purchaser and its insurance company.

17.3. At Purchaser's first request and at the latest within ten (10) days, the Supplier will provide all the necessary certificates of insurance and relevant documents. The insurance policies taken out by the Supplier shall not alter the nature, content, or extent of its obligations and responsibilities applicable under this Contract.

18. RIGHT TO AUDIT AND INSPECT THE SUPPLIER'S PREMISES

18.1. The Supplier grants the Purchaser access to Supplier's premises, books and records at any time solely for the purpose of auditing the Supplier's compliance with the terms of the Contract, or inspecting or conducting an inventory of work-in-process and finished Supplies, raw materials necessary for their manufacture, any of Purchaser's tools and specific equipment supplied by the Purchaser and located at the Supplier's premises.

18.2. The Supplier shall cooperate with the Purchaser in such a way as to facilitate the audit thereof, and in particular by making precisely available to the Purchaser the registers necessary for the audit, and generally by allowing the Purchaser to have access to registers and other documents.

18.3. The Supplier shall keep all relevant records under the Contract, including those relating to the establishment and evaluation of the Supplier's performance.

18.4. The conduct of an audit or inspection by the Purchaser, or any of its representatives, shall in no way constitute an acceptance of the Supplies by the Purchaser (whether in process or finished), nor shall it relieve the Supplier of its liability under the Contract, nor shall it prejudice any other right or remedy which the Purchaser may have.

19. TERMINATION

19.1. Termination FOR FAULT In the event that the Supplier fails to fulfil any of its contractual obligations, states its intention not to perform or otherwise rejects and/or fails to perform its obligations under the Contract, or fails to make progress in performance so as to endanger timely and proper completion of delivery of Supplies under the Contract, the

Purchaser may terminate all or any part of the Contract by a notification of termination effective thirty (30) days following the date on which such notice was sent by recorded delivery letter without effect during this period, without prejudice to any damages to which the Purchaser may claim.

19.2. Termination FOR CONVENIENCE The Purchaser may terminate the Contract, in whole or in part, at any time and for any or no reason, upon written notice to the Supplier. Upon termination under this Section, Purchaser shall indemnify Supplier only for:

- (a) unpaid Supplies previously delivered and accepted and in compliance with the requirements of the Contract;
- (b) Any balance due to the Supplier for specific tools and equipment supplied by the Purchaser in accordance with the requirements of the Order;
- (c) Completed undelivered supplies that: (1) comply with the requirements of the Contract; (2) have been produced in accordance with the delivery schedules or programmes approved by the Purchaser and pending at the date on which the termination became effective; and (3) are transferred to the Purchaser in accordance with Clause 13 of the Contract;
- (d) the actual costs incurred in respect of work-in-progress and raw materials which : (1) are not damaged or destroyed; (2) have not been purchased by a third party with the prior written consent of the Purchaser; (3) may not be used by the Supplier to produce goods for itself or other customers; and (4) are transferred to the Purchaser in accordance with Clause 13 of the Contract;
- (e) the Supplier's actual costs incurred in protecting the Purchaser's goods pending their delivery or return; and (f) any other costs or compensation that Purchaser reserves to pay in its sole discretion.

19.3. Unless prohibited by applicable law, the Purchaser reserves the right to terminate the Contract immediately without incurring liability to the Supplier in the event of the Supplier's insolvency.

19.4. On termination of the Contract, regardless of reason, the Purchaser shall be entitled in its sole discretion to require a phase out period of up to 18 months after such a termination has become effective. This option must be asserted by written declaration to the Supplier within three (3) months after receipt of the termination notice.

19.5. During this transitional period, the Supplier shall supply the Supplies to the Purchaser in accordance with these Conditions and the provisions referred to in the Contract. At the beginning of the transitional phase, the Purchaser shall inform the Supplier of the duration of this period, unless otherwise agreed between the Purchaser and the Supplier.

20. COMPLIANCE WITH EXPORT RULES AND SANCTIONS

20.1. The Supplier agrees to comply with all applicable export control and sanctions regulations of the Member States of the European Union, the United States of America, and any other

relevant country (hereinafter referred to as "Export Control Regulations"). The Supplier shall not violate, and shall not incriminate, the Purchaser by forcing him to violate any of the Export Control Rules (i.e. by sourcing or delivering the Supplies to sanctioned countries). Licenses or other authorizations required for the export of the Supplies shall be the responsibility of the Supplier, unless otherwise agreed in the Contract. In such a case, the Supplier will provide such information as may be requested by the Purchaser to enable the Purchaser to obtain such licenses or authorizations.

20.1.2. The Supplier undertakes to comply with European legislation and/or any other applicable legislation on ore (such as tin, tantalum, tungsten, gold) coming from conflict-affected areas. To this end, the Supplier must already exercise its duty of due diligence and ensure that all its importations, which are concerned by the said legislation, come exclusively from responsible sources and not from conflicts. Thereby, as of January 1st, 2021, Supplier must fulfil with "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas" requirements and follow the five established steps.

21.1. FORCE MAJEURE The events of force majeure or unforeseen circumstances cases as defined into the force majeure clause (exemption) of the International Chamber of Commerce (Publication No. 421), which is an integral part of these Conditions, shall suspend the obligations to be due by the Purchaser within the framework of the Contract. At the time the relevant event occurs, the Supplier undertakes to inform the Purchaser immediately and shall endeavour to take any reasonable possible measures in a view to pursue the execution of said Contract. The Supplier shall make a report of the situation in which shall be notably explained the actions taken or to be taken to contain the consequences of the force majeure event. However, if the event of force majeure or unforeseen circumstances continues for more than one (1) month, the Purchaser reserves the right to request from the Supplier a written undertaking that the event of force majeure or unforeseen circumstances will not exceed one (1) month. In case that the Supplier does not provide such commitment, the Purchaser can terminate the Contract as of right and without compensation.

21.2. ENTIRE AGREEMENT & NON-WAIVER Voidance of one of the clauses of these Conditions shall not void the remaining clauses. The void clause shall be replaced by a clause designed to produce an equivalent financial and legal effect as the original clause. The failure by one of the parties to assert any right available under the Conditions, will not be construed, whatever is the duration, the importance, or the frequency of such situation, as a waiver of such right or the right to later

enforce each and every clause of the Conditions.

21.3. SIGNIFICANT CHANGE IN CIRCUMSTANCES/ UNPREDICTION Without prejudice to the other stipulations of these General Conditions of Purchase, all applicable legal or conventional rules allowing renegotiation or resolution based on a significant change in unforeseeable circumstances are expressly excluded.

21.4. CHANGE IN THE SITUATION OF THE SUPPLIER / NON-CESSIBILITY

21.4.1. In the event of a change in the management, ownership, transfer of control, merger or absorption of the Supplier, the latter shall immediately inform the Purchaser who may terminate the Contract without notice and without compensation to the Supplier.

21.4.2. Furthermore, the Supplier shall not transfer, assign, or delegate all or any of its rights and obligations under the Contract (including, without limitation, payment rights), either directly or indirectly, by way of merger, acquisition, or participation in a joint venture, without the prior written consent of the Purchaser.

21.5. LEGAL NATURE OF THE RELATIONSHIP

The Purchaser and the Supplier are independent contractors and nothing in the Contract shall make either party the agent or legal representative of the other for any purpose, nor shall it give either party any authority to assume or create any obligation on behalf of the other.

21.6. GOVERNING LAW & DISPUTE RESOLUTION

21.6.1. Any dispute arising from the commercial relationship with the Supplier, or in connection with it, will be subject to the jurisdiction of the Court of jurisdiction of the registered office of the Buyer. The applicable law will be French law, as well as all international standards, rules and/or publications specifically referred to in the Contract, excluding its conflict of law rules and the United Nations Convention on International Sales Contracts. of goods (Vienna, 1980) (CISG).

21.6.2 The provisions referred to in this article apply even in the event of incidental claim, multiple defendants or warranty claim, and regardless of the mode and terms of payment.