

## 1 -General

These General Terms and Conditions of Sale ("GT&C") shall apply to products and related services (hereafter jointly the "Products") supplied and/or provided by LISI AUTOMOTIVE, LLC (hereinafter the Supplier), and shall govern any purchase order (Order) of Products by the client (the Buyer), and quote made by the Supplier. The Buyer and the Supplier are hereinafter referred to as the Parties.

The placement of an Order in writing by the Buyer shall be deemed the Buyer's unconditional and irrevocable agreement to these GT&C and the waiver of the Buyer's own purchase terms and conditions or any other similar document.

No preprinted or form language contained in the Order shall be part of the contract ("the Contract"). Supplier will not be deemed to have waived these GT&C if it fails to object to provisions contained in Customer's Order or other forms

## 2 – Contract formation

An Order may be open (under the form of an indefinite duration purchase agreement, in particular the volumes estimated are confirmed on an agreed and regular basis by calls for delivery) or closed, and concerns a catalogue Product or a new Product. In all these cases, the Contract is subject to the express acceptance of the Order by the Supplier

Any Order placed by the Buyer is presumed to take into account of its own needs, of its process and standards of use, of its specifications, as well as of any warnings, instructions and precautions for use detailed in the Offer and in the available technical file.

The Supplier is specialized in the conception and manufacture of its Products, and of the new parts or products, the design and specifications of which are drafted by the Buyer. The Supplier's Research and Development division does not act as design office to validate the own components or products of the Buyer in which the Products are assembled. The specifications and drawings provided for by the Buyer are the contractual elements of reference.

All Orders are subject to minimum quantities per batch deliveries and specific conditions such as commercial and delivery policies are determined by Supplier from time to time. Pricing is subject to change by Supplier without notice unless otherwise agreed.

## 3 - Scope of the Contract

The following shall form an integral part of the Contract and in order of priority in the event of any contradiction between documents or difficulty in their interpretation:

- the initial samples file presented by the Supplier and accepted by the Buyer
- the Supplier's Offer namely the technical file including, in particular: the drawing, quotations, specifications and technical documents meeting the Buyer's specifications,
- the Buyer's Order accepted by the Supplier by any means, in particular by acknowledgment of receipt or Order confirmation,
- the particular conditions accepted by the Parties
- these GT&C,
- the Supplier's documents completing these GT&C and Logistics Conditions, and Quality convention,
- the invoice, the delivery note

The Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the Parties.

Any material error or omission in any of the documents making up the Offer, or other documents or information will be rectified by the Supplier without it being possible to hold the latter liable for any such error or omission.

## 4 Hardship

Should a substantial modification of the legal economic or tax scope of the Contract occurred, such as, in particular: customs duties, changes in legislation, currency raw material... which would become detrimental to the Supplier, the Parties agree to negotiate the modification of the Contract in good faith.

## 5 - Modification of Orders, of Contract - effect on the stocks

Any modification of the Contract which is requested by the Buyer must be expressly approved by the Supplier.

The best and common practices in the industry are to build up stocks (of e.g: raw materials, tools, finished Products), and the lean manufacturing management of the production covers several weeks

of production (work in progress, half-finished Products. The stocks, work in progress and the production are based on the Buyer's stated requirements (open or closed Orders) in the Buyer's interest, in order to provide a fluidity, and sustainable service on the one hand and on the other hand, to meet with the volume flexibility requested in the Orders.

As a result, in case of any modification of the Contract by the Buyer which does not enable the Supplier to deliver or to sell off the above-mentioned stocks gives rise to an immediate renegotiation of the initial economic terms and technical conditions of the Contract so as to adjust the Offer accordingly.

The Buyer may not assign the Contract to a third party without the prior written agreement of the Supplier. The Contract may be assigned by Supplier at any time and following such assignment Supplier shall have no further obligations hereunder.

## 6 – Cancellation of Orders

The Buyer cannot cancel the Order unless the Supplier has expressly consented to this beforehand in writing. In case of cancellation or non-performance or suspension of the Contract by the Buyer, it shall result in a commitment for the Buyer to compensate the losses incurred and to compensate the Supplier for the stocks (i,) for any costs and losses which the latter incurred in this regard such as operational costs: raw material, tooling, specific staff, specific equipment, design costs, and supplies (ii) and loss of revenue, overheads costs...(iii), and for all the related consequences which might result therefrom whether direct or not. (iv)

Moreover any down-payments which have already been made over shall accrue fully to the Supplier.

An Order may no longer be cancelled if its performance has begun or if the materials have been specially procured.

## 7. – Work preparatory, tools, and accessory to the Orders

All plans, descriptions, technical documents or quotes disclosed to Buyer shall be communicated as loaned material, for the sole purpose of evaluating and discussing the sale of goods by Supplier to Buyer. Right to ownership of or title to material of all loaned documents and prototypes shall remain Supplier's exclusive property. These items must be returned to Supplier upon request and shall not be communicated to any third party without the prior written consent of Supplier. Expenses incurred by Supplier for designing and creating any tools and for perfecting manufacturing may be subject to a financial participation by Buyer. Tools designed by Supplier and/or adapted to its methods and equipment shall remain Supplier's exclusive property, unless otherwise agreed by Supplier and Buyer in writing, and shall stay in its workshops. No license or conveyance of any rights under any discoveries, inventions, patents, trade secrets, copyrights or other form of intellectual property is granted or implied to Buyer nor confer or grant to Buyer in any manner whatsoever any right or interest of any kind in the event of Buyer's participation in designing and creating any tools. Supplier is entitled to destroy the tools in the event that they should remain more than two (2) years without receipt of a new Order of satisfactory quantity

## 8.- Characteristics and status of the Products Ordered

The Products which are delivered shall comply with the applicable technical regulations and with the technical standards which the Supplier expressly stated that the Products are designed to meet.

The Buyer shall be responsible for using the Products under normal and foreseeable conditions of use and in accordance with all rules and regulations governing health and safety and the working environment that must prevail at the place of use as well as the best practices in its profession.

## 9 – Information and Intellectual property rights

A. Where Products are manufactured in accordance with information, drawings, designs or specifications supplied by the Buyer, or where Products of the Supplier are altered by Buyer or in accordance with the Buyer's instructions, then: (i) no warranty is given by the Supplier as to the suitability or fitness for purpose of the Products, and (ii) the Buyer shall indemnify the Supplier against all liabilities in relation to:

1) Such Products infringing any intellectual property right, including without limitation, patents, registered designs and copyright ("IPR");

2) Any defect in the Products due to faults or omissions in such information, drawings, designs, specifications or instructions.

B. All IPR, designs, samples, tooling, drawings, models and similar items used by the Supplier in relation to the Products are and shall remain the property of the Supplier, and such materials shall be

returned by the Buyer on demand, be treated as confidential, and not be used, copied, or disclosed to any third party without the Supplier's prior written consent.

No right or license is granted to the Buyer under any IPR except the right to use or re-sell the Products in the ordinary course of the Buyer's business.

### **10 – Confidentiality**

In the course of their negotiations, the Parties may exchange information or Documentation as disclosing party or receiving party. Confidential Information included in the Documentation or information shall mean any information of whatever nature supplied by the Disclosing Party to the advantage of the Receiving Party pursuant to the Offer or the Order whether such information is delivered in writing or orally and whether such information is specifically disclosed in the form of data, specifications, documents, drawings, samples or model or any other form which, if disclosed in a tangible form, is conspicuously marked "confidential" by the Disclosing Party, or when disclosed in a non-tangible form, has been identified as confidential at the time of disclosure.

The Parties agree respectively and reciprocally to keep in strict confidence the Confidential information

The Supplier may restrict the Buyer's or its substitutes' access to its premises and to those of its suppliers, even in case of an audit.

### **11– Delivery, Transportation, customs, Incoterm.**

Unless the Parties agree otherwise, the Buyer shall be in charge of transporting, insuring, clearing through customs, handling and conveying the Products to its site at its own expense and risk. It is up to the Buyer to check any consignments of Products on arrival and to raise any claims against the carrier.

Buyer bears all risk and costs starting when he picks up the products at the seller's location until the products are delivered to his location, in accordance with the standard Incoterm 2010 EXW

### **12. – Checking and acceptance of the Products**

The Buyer will make adequate inspection of the Products conformity promptly after receipt and in no event later than eight (8) calendar days from the date of delivery. Any rejection of Products shall specify the reasons for the rejection. Buyer's failure to properly claim within eight (8) calendar days from the date of delivery of such Products shall constitute Customer's waiver of any nonconformity or defect..

The best practices of the industry recommends that the Buyer carries out inspection / checking of the Products delivered and their packaging/labelling in particular before they are made available for use on assembly lines.

### **13 – Claims**

In case Buyer claims, the rejected parts must be returned to Supplier for analysis upon prior written authorization, and when possible will be reworked. Further processing or assembly of parts, material, etc., by Buyer or any third party shall constitute a waiver of any liability on Supplier's Products.

The responsibility of the Buyer is to provide all relevant evidence of the defects or non-conformities alleged. The Buyer must give the Supplier the opportunity to control and verify the claim for taking remedial actions and for presenting an action plan as the case may be. Any action or proposed action by the Buyer, including return of Products must be reasonable, justified and agreed in writing by the Supplier.

### **14 – Prices**

All prices are established net of tax Incoterm EXW and shall be invoiced pursuant to the conditions of the contract.

The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, or otherwise.

The Supplier may adjust the price stated to take account of any changes, including but not limited to: any changes in specification made at the request of the Buyer and agreed by the Buyer; any delay caused by the Buyer; any increase in raw materials or economic costs; any changes in volumes; any other changes in assumptions from the quoted levels.

### **15 – Payment – Invoicing Payment – No setting off**

Unless otherwise expressly stated in writing:

A. Payments are due to the Supplier 30 days from the date of Supplier's invoice, and payable at such place and in such currency as may be designated in the Contract, without set-off or counterclaim,

with funds immediately available in Supplier's account; no discount will be accepted for advance payments

B. On the Buyer failing to make full payment when due, the Supplier shall be entitled to:

(i) modify payment terms and require future payments in advance of delivery: and/or

(ii) Terminate, cancel and/or rescind the Contract or any release, and/or any other contracts with the Buyer; and/ or suspend any deliveries to be made under the Contract or any release and/or any other contracts with the Buyer; and/ or

(iii) revoke any authority to sell, use or consume any delivered Products ("Relevant Products") and require the Buyer to return to the Supplier any Relevant Products and, if the Buyer fails to do so, the Buyer shall reimburse the Supplier for all costs to obtain re-possession of Relevant Products and costs to re-sell any Relevant Products without giving notice

(iv) refuse to make delivery of any Products or services without incurring any liability to the Buyer;

(v) charge (without prejudice to any other rights of the Buyer) interest on the amount due at the lower of: (a) 4% per annum above the base rate from time to time of the central bank of the country where the Contract was signed, calculated from the date due for payment, and, or (vi) set-off any amount owing by any affiliate of the Supplier to Buyer or to any Buyer affiliate.

### **16–title, risk and right of Re-possession**

A. Risk of loss to Products shall pass to the Buyer in accordance with the Incoterms 2010 EXW. Title to Products shall pass to the Buyer upon completion of delivery of the Products (delivery being as specified in the Incoterms. Until the purchase price of the Products has been paid in full, the Buyer, or any agent of Buyer or any third party: (i) will hold the Products subject to a security interest or lien in favor of the Supplier allowing for the right of re-possession by the Buyer to the extent permitted under local law, (ii) will not obliterate any identifying mark on the Products or their packaging, and (iii) will keep the Products separate from any other Products.

### **17 – Liability**

The Supplier's liability shall be strictly limited to respecting the Contract and its documents such as listed in article 3.

The Supplier shall be responsible for performing the Contract pursuant to the standards of the profession and its common practices.

The Supplier shall not be liable for

-defects arising from materials supplied by the Buyer,  
-faults or defects caused by a design created by the Buyer,  
-defects arising wholly or partially from normal wear and tear of any Products, or from damage or accidents caused by the Buyer or by third Parties, changes in the utilisation process of the Products compared to the Buyer's or the Supplier's specifications, any abnormal or unusual use of the Products, or any use of same which does not comply with the stated purpose of the Products with common practice, with the Supplier's guidelines or recommendations, or with the subsequent storage, transport or repackaging conditions.

-any loss of traceability on the Products in the Buyer's own process. The Supplier may at his discretion terminate for cause should any of the following occur:

The Buyer fails to pay the price when due or otherwise breaches the Contract or any other contract with the Supplier; or the Supplier reasonably believes that any of the foregoing is about to occur, then: in addition to any statutory rights of Supplier to terminate the Contract for cause, the Supplier may (without prejudice to its other rights hereunder or otherwise) at any time by 24 hours prior notice to the Buyer, and without opportunity to cure (unless mandated or required by local law), require the Buyer to reimburse the Supplier for costs related to any purported cancellation or failure to take delivery, including without limitation the cost of any material, labor, plant, tools and any overheads used, or intended to be used, for the Buyer's order(s).

### **18 –Warranty - limitations and exclusion of the Supplier's liability**

If, during the Warranty Period (defined below), any Products manufactured by the Supplier are found upon inspection by the Supplier to have proved defective in material or workmanship under normal use the Supplier, at its sole discretion, and subject to the terms and conditions provided for in the section 17, will provide replacement Products or refund the purchase price paid by Buyer to Supplier for the Products, provided the Supplier is notified in writing of the defect immediately after discovery thereof during the agreed Warranty Period if any and, should the Supplier so require, the Products are returned freight prepaid. Any cost or expense incurred

by any persons removing or refitting Products shall be borne by the Buyer. The warranty, the duration of which to be agreed in the Contract, contained in this clause shall not apply in respect of Products: (i) supplied by the Supplier which are samples or prototypes of Products for test or evaluation purposes (and in these circumstances the Supplier's only obligation shall be to endeavor to supply Products in accordance with any specification, performance criteria or drawings agreed with the Buyer); (ii) where the information supplied by the Buyer is inaccurate; (iii) where all or part of the Products are supplied to the Supplier by a third party nominated by the Buyer; or (iv) that have been subject to any unauthorized repair or replacement, modification or alteration.

#### **18.1 Limitation and Exclusion of Liability**

-A. The Supplier's obligations and liabilities to the Buyer in respect of the Products shall be limited to those expressly set out in the Contract terms.

-B. EXCEPT AS OTHERWISE PROVIDED IN 8A ABOVE, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS AND ALL LIABILITIES AND OBLIGATIONS WHATSOEVER AND HOWSOEVER ARISING, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED.

-C. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE SUPPLIER SHALL NOT BE LIABLE TO THE BUYER FOR LOST PROFITS NOR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS WHETHER SUPPLIED OR NOT.

-D. The Supplier does not exclude or limit its liability (if any) to the Buyer for any matter for which it would be illegal for the Supplier to exclude or to attempt to exclude its liability

To the maximum extent permitted by applicable law, the Supplier shall not be, in any case whatsoever, liable to the Buyer, its officers, agents, employees, successors and/or assignees for, any special, indirect, consequential, incidental or pure economic loss, costs, damages, charges or expenses of whatsoever kind or nature arising out or in connection with the Contract; or any loss, cost, damage, incurred or suffered by the Buyer or any third party resulting from a defect, infringement or alleged non-conformity of the Product .

The Supplier total liability in contract, harm, fault, including negligence or breach of statutory duty), misrepresentation, or otherwise, arising in connection with the performance or contemplated performance of the Contract shall not exceed a sum of money amounting to the sale price of the batch of which the defective Products formed a part.

This compensation shall be deemed to constitute full and final compensation to the exclusion of any other remedy or compensation. The Buyer hereby waives any right of claim for any other compensation in excess of that above-mentioned, and guarantees the Supplier that any third party in the supply chain, or that the Insurers, shall waive their direct right to claim, if any, against the Supplier in excess of the above-mentioned compensation.

#### **19- Termination**

In the event Buyer breaches any of its obligations or fails to make payments in a timely manner as required by the terms of the Order and the Contract, and Buyer does not provide security for future payments to the satisfaction of Supplier, or in the event of a change of control of Buyer, or if Supplier is subject to bankruptcy or similar action or becomes insolvent, Supplier may terminate any and all of its obligations under the Order and the Contract.

#### **20- Force majeure**

Supplier will not be liable for any delays or failure to perform any obligations under any Order and the Contract , if the performance of the same is partly or wholly delayed, prevented or hindered by an event of force majeure such as but not limited to accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts or terrorism or war, acts or omissions of Buyer, restrictions imposed by law or any rules or regulations thereunder, priorities required, requested or granted for the benefit of the government or any other matter beyond Supplier's control.

#### **21- Compliance with Laws**

In the performance of the Contract, the Buyer will fully comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, and will, among other things, comply with all applicable anti-bribery laws including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, as such acts may be amended from time to time.

#### **22 -Remedies**

The rights and remedies provided herein shall provide the exclusive remedies for the Buyer for any misrepresentation, breach of warranty, covenant or other agreement, and for any other claims, rights, remedies or matters resulting from, arising out of or relating to the Contract.

#### **23 -Severability**

If one or more provisions of the Contract should be or become invalid or unenforceable, the balance of the Contract shall remain in full force and effect. In this event, the parties shall substitute the invalid or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid or unenforceable provision.

#### **24 No implied waiver**

The failure of either party at any time to require performance by the other party of any provision of the Contract will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Contract constitute a waiver of any later breach of the same or other provision of the Contract.

#### **25- Governing law - Jurisdiction**

The validity and performance of the Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which the Supplier 's facility issuing the Contract is located.

In case of any dispute, controversy or claim arising out of or in connection with the performance or interpretation of the Contract the parties will use good faith and best efforts to resolve it through friendly consultations between them. Unless otherwise mutually extended by the parties, if no settlement is reached within a maximum of thirty (30) days from the date one party notifies the other in writing of its intention to submit the dispute, controversy or claim to the competent courts in which such Supplier's facility is located.

July 1rst 2015.