

GENERAL TERMS OF PURCHASE OF SERVICES

The present General Terms of Purchase of Services do not apply for purchases of materials, components, or equipment, tools, molds, etc., which enter or which are necessary to manufacture our products (for that, see the General Terms of Purchase or General Terms of Purchase for Equipment).

1. PURPOSE

The purpose of this General Terms of Purchase of Services (hereinafter referred to as the "Terms") is to set out the terms applicable to all purchases of services (hereinafter referred to as the "Service") made formal by purchase orders between the Buyer and the Service Provider.

The Buyer is defined as the EFI AUTOMOTIVE group's affiliate identified in any Contract. "Contract" means all of the documents that are issued or otherwise agreed to in writing by the Buyer relating to the Service, including, but not limited to any order, this Terms and/or purchase contract if any. "Service Provider" shall mean and refer to the individual or entity which agrees to execute the Service identified in the Contract. The Contract is exclusively governed by these Terms. **Deviations to the Terms shall require a written consent by the Buyer and/or shall appear in the Contract.** Unless new, additional or different terms from those found in the Terms (whether contained in Service Provider's acceptance documents or otherwise proposed by Service Provider) be signed by the Buyer, such new, additional or different terms are expressly rejected by the Buyer and shall not become a part of the Contract.

These Terms, as well as the contractual documents mentioned in article 2 below, should in no event be construed as an order or a commitment to order.

2. CONTRACTUAL DOCUMENTS

The Contract is formed and governed solely, and in decreasing order of priority, by:

- Special conditions mentioned in the order,
- Requirements specification particular to the Service,
- The purchase contract (if any),
- The present Terms,
- The technical and commercial offer issued by the Service Provider.

Notwithstanding the foregoing, it must be noted that any verbal order must be confirmed in writing.

The acceptance of the order occurs as soon as the Service Provider starts to perform this order.

3. PERFORMANCE OF THE CONTRACT

The Service Provider undertakes:

3.1. to execute the Service in compliance with the terms and conditions contained within the requirements specification particular to each Service, the Contract and also with any legal, regulatory, administrative provisions which may apply to the Service, as a part of its performance bond.

The Service Provider shall vouch for the respect of this performance bond by its employees and its potential subcontractors.

Any change to the terms of requirements specification or of the Contract will be implemented only with the Buyer's prior written agreement;

3.2. to guarantee to the Buyer a constant quality of Service. The Service Provider undertakes to implement the required methods for executing said Service and to adapt its methods, resources and know-how regarding the activity in which it is led to evolve in a view to always provide to the Buyer the Service the most compliant with its needs and with the state of art.

The Service Provider guarantees to the Buyer to be in possession of any authorization and/or certification up to date required by the regulations in effect at the time of executing the Service and necessary regarding the nature of the Service to be executed.

3.3. to provide to the Buyer any useful information and necessary advices to execute the Service in compliance with the provisions mentioned into the order;

3.4. to maintain during the whole duration of the Contract an adequate expertise level of its employees assigned to execute the Service to guarantee the perfect execution of said Service.

4. EMPLOYEE'S SITUATION ASSIGNED TO THE SERVICE

4.1. The Service Provider is the employer of the employees assigned to the execution of the Service even if said Service is executed in part or totally into Buyer's facilities.

The Service Provider guarantees that its employees are regularly employed regarding legal, regulatory and administrative provisions in effect.

The Service Provider's employees executing the Service are under the administrative control and under the sole hierarchical and disciplinary authority of the Service Provider as employer whatever the localization of the Service execution.

As a result, the Service Provider's employees assigned for the execution of the Service shall receive instructions solely from the manager appointed by the Service Provider.

The Service Provider shall remind to its employees that they are in no case allowed to interfere into the social life of Buyer's company.

The Service Provider's employees shall in no case, and whatever the duration of the Service, be legally identified as Buyer's employees or as provided temporary workers.

4.2. The Service Provider recruits, pays, employs, trains and manages under its sole responsibility the employees competent and necessary for executing the Service. It makes its own the hours and staff issues for the observance of the relevant working laws such as weekly rest, annual leave, etc. It also makes its own the journey and working accidents which may occur to its employees because of or during the execution of the Contract.

Furthermore, the Service Provider, as employer, disposes of its employees as it is required by the relevant working laws (such as medical visit for instance). The same applies when the normal achievement of the working contract requires the presence of Service Provider's employees into its facilities (for training, taking part in the social life of their company).

5. COMPLIANCE WITH REGULATIONS INTENDED TO TACKLE ILLEGAL EMPLOYMENT

5.1. The Buyer may be subject to criminal and/or civil liability in the event of irregularity or fraud, attributable to the Service Provider, toward the laws and/or regulations intended to tackle illegal employment.

From that perspective, the Service Provider undertakes to comply with such applicable laws and/or regulations, whether the provisions intended to tackle the concealed work; or the provisions intended to fight against the hiring of foreign born citizens who are not legally entitled to stay on the territory where the Service is deemed to be provided, and thus to respect all applicable provisions to be followed for declaration, entry in the pertaining registers, etc., and to provide all the relevant and necessary certifications, if need be, to the Buyer.

5.2. More precisely, in cases the French legal provisions would apply, the Service Provider undertakes to submit to the Buyer the following documents at the contracting stage and then every six (6) month during the performance of the Contract, even in notice period, until the final termination of the Contract:

- French commercial registry (K-bis) form or an evidence of a request to register in a French commercial register;
- All the contractual documents such as technical and commercial offer(s), invoice(s) mentioning the Service Provider's legal notices;
- If the Service Provider has its registered office outside French territory: tax identification

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referencies and a document certifying that the Service provider complies with European social rules or any International Treaty concerning social security;

- Certificate of vigilance (« Attestation de vigilance URSSAF») obtainable through the French Social Security and Family Allowance Contribution Collection Office (URSAFF);
- As the case may be, nominative list of every foreign citizens employees throughout the Service Provider's workforce (with date of employment, citizenship, type and number of work permit for every foreign citizen employee).

5.3. Notwithstanding the foregoing, the Service Provider undertakes to respect without delay any injunction from the Buyer aimed at preventing infringements and non-compliance toward the regulations intended to tackle illegal employment.

5.4. In case of breach of any of this obligations, the Service Provider will have to compensate the Customer in respect of direct or indirect damages caused by this/these breach(es).

6. SUBCONTRACTING OF PROCESSING OF PERSONAL DATA

Within the framework of the performance of the Service, if the Service Provider has to perform operations of processing of personal data in the name and on behalf of the Buyer, the Buyer and the Service Provider agree that a specific agreement on processing of personal data must be concluded prior to operating such processing.

This agreement must be compliant with the regulations applicable for processing of personal data. As an example, if the Service involves a natural person who is a national of a Member State of the European Union or if the Service Provider is established in the European Union, the Service Provider has to comply with the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, including the G29 Guidelines, which entered into force from May 25, 2018.

7. SAFETY – SECURITY – HYGIENE

7.1. If the Service has to be executed in part into Buyer's facilities, the Service Provider undertakes to respect the provisions related to the security and hygiene as well as the Internal Rules in effect into Buyer's facilities, as communicated by the Buyer, and commits to make respect such provisions and rules by its employees and/or its potential subcontractors to which it shall give all useful instructions for this purpose.

7.2. For security reasons inherent to the Buyer, the Service Provider shall obtain to the Buyer's security service (or equivalent), and prior to execute the Service, the approval of its employees (or subcontractors) assigned to work in Buyer's facilities. Any new employee (or subcontractor) has to be notified to the Buyer and has to be approved before the intervention.

7.3. The Service Provider's employee (or subcontractor) has to be equipped with a professional identifying pass supplied by the Buyer mentioning the Service Provider's name as well as the identity of the concerned person. This pass shall be systematically worn in an apparent manner inside Buyer's facilities.

At the end of the Service, whatever the reason may be, the Service Provider's employees (or subcontractors) which have worked into Buyer's facilities shall give back to the security service (or equivalent) the access pass which has been borrowed, and in a general manner, shall have to return to the Buyer any information, document, equipment, etc., provided to the Service Provider for executing the Service.

8. SUBCONTRACTING

8.1. The Service Provider undertakes not to subcontract to a third people the execution, in whole or in part, of the Service subject to the Contract, except express written consent given by the Buyer.

8.2. The subcontractor(s) approved by the Buyer shall remain, within any circumstances, under the authority and responsibility of the Service Provider which shall ensure that the subcontracted Service shall be executed in total compliance with the Contract, all the contractual, legal, regulatory, and/or administrative provisions and in respect with the highest professional standards.

As a result, the Service Provider undertakes to make everything and notably to conclude any particular agreement with its subcontractors(s) in order to make them respect all the provisions contained into the Contract.

In any case, the Service Provider undertakes to assume sole and personally any prejudicial consequences which may result from the inobservance by its subcontractor(s) of any provisions contained into the Contract.

9. SERVICE QUALITY FOLLOW-UP

9.1. Follow-up meetings may be planned between the appointed managers of the Service Provider on one side and the Buyer on other side, and may be assisted by any person considered as useful at dates agreed by common consent. The Service Provider, as the Buyer, may plan a meeting with an agenda of its choice to the extent that a prior notice is mutually agreed.

9.2. Whatever the circumstances may be, the Service Provider undertakes to fulfil to the Buyer an uninterrupted and high quality Service, and to take any necessary measures to maintain during the Service all the resources required to be well executed.

9.3. In case of leave (such as sick leave) affecting its employees and/or its potential subcontractors usually assigned to execute the Service, the Service Provider shall ensure that the Service shall be fulfilled in compliance with the provisions mentioned into the Contract.

9.4. The Service Provider shall besides inform the Buyer in case of employees' vacancy as well as the duration of such a vacancy as soon as the Service Provider shall get the relevant information, to the extent that such a vacancy may have an impact on the continuity of the Service.

However, the Buyer accepts the Service Provider's employees' vacancy executing the Service in the following cases:

- Event of force majeure as defined under article 19 of the Terms,
- Cases usually foreseen by applicable working regulations and/or working laws.

The Buyer accepts the vacancy for leave and training of Service Provider's employees to the extent that it is informed as quickly as possible. In such a case, the Service Provider shall ensure an uninterrupted Service; the vacancy shall in no case disturb the continuity of the Service.

9.5. In case of replacement of its employees and/or subcontractors by the Service Provider, whatever the reason may be, the training days necessary for the adaptation of the replacement to the technical context of the Buyer shall not be charged to the latter neither the training days necessary to up to date the technical knowledge of this replacement.

10. PAYMENT AND SET-OFF PROCEDURE TERMS

10.1. The invoices are issued in compliance with the provisions mentioned into the orders.

10.2. Unless otherwise specified into the Contract, the payment shall be made within sixty (60) days from the date of issue of the invoice.

10.3. The Buyer may, without limiting any other rights or remedies legally permitted, set off any amounts owed to it by the Service Provider against any amounts payable by it to the Service Provider under the Contract to the extent permitted by the applicable law.

(carried out by the Service Provider or by the Buyer) will be at the Service Provider's expense.

11. WARRANTIES AND LIABILITY

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11.1. In compliance with the general law, the Service Provider is liable for any contractual breach it may commit in the framework of the execution of the Contract.

11.2. Furthermore, the Service Provider is liable for any damages such as bodily, consequential or indirect damages, which may be caused by itself or by its employees (and/or subcontractors), to Buyer's property and/or Buyer's employees as well as to third people.

11.3. If the Service includes, on an ancillary basis, the purchase of a good (such as any product, equipment, etc.) by the Buyer to the Service Provider, this good shall be covered by a warranty period which shall not be less than two (2) years from the date of the end of execution of the Service.

11.4. The Service Provider warrants that the good that has been delivered shall conform to all the requirements specification, and that it shall be of good quality, free of any defect and of any anomaly of design, manufacture and/or materials and that the Buyer will have quiet enjoyment of such a good.

11.5. The foregoing provisions do not exclude the application of the statutory warranty recognized by the applicable law.

12. CONFIDENTIALITY

12.1. All the technical, industrial and/or commercial information communicated to the Service Provider by the Buyer must be kept strictly confidential. Such information will be used by the Service Provider only for the strict application of the Contract. Likewise, no publicity may be made with respect to the Contract without the Buyer's prior written agreement.

12.2. The information disclosed to the Service Provider by the Buyer or to which the Service Provider has access in connection with the performance of the Contract shall be kept strictly confidential for the entire duration of the Contract and during five (5) years after its termination for any reason whatsoever.

13. INSURANCE

The Service Provider shall take out adequate insurance policies to cover its liability vis-à-vis both the Buyer and third parties in connection with the performance of the Contract, and agrees to provide an insurance certificate thereof when requested by the Buyer, which certificate shall specify the amounts for which the Service Provider is insured.

14. AUDIT RIGHTS AND INSPECTION OF SERVICE PROVIDER'S PREMISES

14.1. The Service Provider grants the Buyer access to Service Provider's premises, books and records at any time solely for the purpose of auditing the Service Provider's compliance with the terms of the Contract.

14.2. The Service Provider will cooperate with the Buyer so as to facilitate the Buyer's audit, including, without limitation, by segregating and promptly producing such records as the Buyer may reasonably request, and otherwise making records and other materials accessible to the Buyer.

14.3. The Service Provider will preserve all records pertinent to the Contract, and to the Service Provider's performance under the Contract.

14.4. In the event that the audit report would mention dysfunctions linked to the scope and/or to the execution of the Service, the Service Provider will have fifteen (15) days to reply from the date the audit report has been communicated.

If these dysfunctions are due in all or in part to the Service Provider, the latter will suggest an action plan for dysfunctions for which it is liable for, and for which the Service Provider and the Buyer will mutually define the pertaining timetable, depending on the degree of urgency, and terms and conditions to be implemented.

14.5. Any such audit or inspection conducted by the Buyer or its representative will not relieve the Service Provider of

any liability under the Contract or prejudice any rights or remedies available to the Buyer.

15. INTELLECTUAL PROPERTY

15.1. The Buyer is the sole owner of any results developed and realized within the framework of the execution of the Service (notably documents, studies, projects, etc.) and is the holder of any pertaining intellectual property rights.

15.2. The Service Provider remains the owner of any means, process and know-how which were in its possession prior to the placing of the order by the Customer and which are used for executing the Service. The Service Provider agrees to grant a non-exclusive right to use such means, process and know-how to the Buyer.

15.3. The Service Provider guarantees to the Buyer that to its knowledge the results obtained within the framework of the execution of the Service do not infringe any intellectual property rights held by third people.

15.4. Furthermore, the Service Provider undertakes not to use the results developed and realized within the framework of the execution of the Service for its own needs or for third people's needs, neither to commercialize them. As a result, the Service Provider formally undertakes to hand over to the Buyer, at the end of the Service, all the documents whatever their nature as well as any copies pertaining to these results.

16. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

The Service Provider agrees to comply with all applicable export control and sanctions laws and regulations of the member States of the European Union, of the United States of America, and of any other relevant country (hereinafter referred to as the "Export Control Laws"). The Service Provider will not violate, and will not cause the Buyer to violate any Export Control Laws.

17. SIGNIFICANT CHANGE OF ECONOMIC CIRCUMSTANCES (HARDSHIP CLAUSE)

Within the framework of the contractual relations between the Service Provider and the Buyer, any legal or conventional mechanism of revision of the contract in case of significant change of the economic circumstances is hereby expressly excluded. No clause of hardship is applicable.

18. CHANGE OF SERVICE PROVIDER'S SITUATION/NON-ASSIGNMENT

18.1. The Service Provider shall immediately inform the Buyer of any change of the management body or shareholder, transfer of control (or sale of majority stakes), merger or takeover of the Service Provider. The Buyer may terminate the Contract without notice.

18.2. Moreover, under no circumstances may the Service Provider transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including without limitation any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without the Buyer's prior written consent.

19. TERMINATION CLAUSE AND FORCE MAJEURE

19.1. In the event that the Service Provider fails to perform any contractual provision, unveils its intention not to respect, reject or fail to fulfil its obligations related to the Contract, or fails to improve its performance so as to jeopardize the execution of the Service according to the provisions of the Contract, the Buyer may automatically terminate in all or in part the Contract by registered letter with acknowledgement of receipt or by e-mail with immediate effect, after a formal notice to correct such a non-performance, but remaining unfruitful for thirty (30) days, has been sent to the Service Provider by registered letter with acknowledgement of receipt.

Termination by the suffering party shall not prejudice any other rights or claims to damages which the latter could claim.

19.2. In case of termination of the Contract, the Service Provider shall return to the Buyer within ten (10) days following the termination or expiration date of the Contract

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any information for which it is submitted to the secrecy obligation as mentioned within said Contract, including any copies of such information.

More specifically the Service Provider shall return to the Buyer all the documentation and elements in its possession linked to the execution of the Service.

19.3. The Buyer and the Service Provider shall proceed without delay to the accounts' clearance and payment of the Contract.

In case of a Service termination, the Service Provider shall invoice the Buyer for Service's works realized until the termination date and the Buyer undertakes to proceed to their payment within the contractual terms as mentioned under article 10 above.

19.4. 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 Terms, shall suspend the obligations to be due by the Buyer within the framework of the Contract. At the time the relevant event occurs, the Service Provider undertakes to inform the Buyer immediately and shall endeavour to take any reasonable possible measures in a view to pursue the execution of said Contract.

The Service Provider shall make a report of the situation in which shall be notably explained the actions taken to contain the consequences of the force majeure event.

However, if the force majeure event or unforeseen circumstances case continues during more than one (1) month, the Buyer reserves the right to terminate the Contract as of right and without compensation.

20. ENTIRE AGREEMENT & NON WAIVER

20.1. Voidance of one of the clause of these Terms 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.

20.2. The failure of the Buyer to assert any right available under the Terms, 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 Terms.

21. LEGAL NATURE OF THE RELATIONSHIP

The Buyer and the Service Provider are independent contracting parties and nothing in the Contract will make one or the other the agent or legal representative of the other one for any purpose whatsoever, nor does it grant one or the other any authority to assume or to create any obligation on behalf of or in the name of the other one.

22. MISCELLANEOUS

22.1. Any modification of the Contract shall be subject of a written amendment duly signed between the Service Provider and the Buyer.

22.2. The Service Provider is not allowed to mention Buyer's name/logo as reference with regard to third people such as its customers, suppliers, prospects, media, and general public for instance, except if such a mention is expressly accepted by the Buyer.

23. ATTRIBUTION OF JURISDICTION

23.1. Any dispute arising out of or related to the business relationship with the Buyer concerning **ELECTRICFIL AUTOMOTIVE** (BEYNOST - FRANCE), **ELECTRICFIL SERVICE** (JOINVILLE - FRANCE) or **EFI LIGHTING** (BEYNOST - FRANCE) shall be settled by the Commercial Court in LYONS (FRANCE), unless the Service Provider and the Buyer decide to try to resolve the litigation through an amicable settlement. The applicable laws shall be the French law as well as all the international standards, regulations and/or publications specifically mentioned within the Contract, to the exclusion of its conflict rules laws and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

23.2. Any dispute arising out of or related to the business relationship with the Buyer concerning **ELECTRICFIL**

ENGINE COMPONENTS (Wuhan) Co. Ltd (HUBEI - CHINA) shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration which shall be conducted in accordance with its Arbitration rules in effect at the time of applying for arbitration, unless the Service Provider and the Buyer decide to try to resolve the litigation through an amicable settlement. The arbitration place will be SHANGHAI (CHINA). The arbitration proceedings will be led by one arbitrator. The law governing arbitration will be the laws of P.R. China as well as all the international standards, regulations and/or publications specifically mentioned within the Contract, to the exclusion of its conflict rules laws and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). The language of the arbitration proceedings will be English and/or Chinese. The arbitral award will be final and binding.

23.3. Any dispute arising out of or related to the business relationship with the Buyer concerning **ELECTRICFIL UNIFIL OTOMOTIV** (ISTANBUL - TURKEY) shall be submitted to the International Chamber of Commerce (ICC) for arbitration which shall be conducted in accordance with its Arbitration rules in effect at the time of applying for arbitration, unless the Service Provider and the Buyer decide to try to resolve the litigation through an amicable settlement. The arbitration place will be LYONS (FRANCE). The arbitration proceedings will be led by one arbitrator. The law governing arbitration will be the French law as well as all the international standards, regulations and/or publications specifically mentioned within the Contract, to the exclusion of its conflict rules laws and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). The language of the arbitration proceedings will be English. The arbitral award will be final and binding.

23.4. Any dispute arising out of or related to the business relationship with the Buyer concerning **ELECTRICFIL CORPORATION** (Production facility: ELKMONT - ALABAMA) shall be submitted to the American Arbitration Association (AAA) for arbitration which shall be conducted in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect at the time of applying for arbitration, unless the Service Provider and the Buyer decide to try to resolve the litigation through an amicable settlement. The arbitration place will be ELKMONT (ALABAMA). The arbitration proceedings will be led by one arbitrator. The law governing arbitration will be the laws of the State of Alabama as well as all the international standards, regulations and/or publications specifically mentioned within the Contract, to the exclusion of its conflict rules laws and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). The language of the arbitration proceedings will be English. The arbitral award will be final and binding.

23.5. Any dispute arising out of or related to the business relationship with the Buyer concerning **ELECTRICFIL DE MÉXICO, S.A. DE C.V.** (GUADALAJARA - JALISCO - MEXICO) shall be submitted to the Arbitration Center of Mexico (CAM) for arbitration which shall be conducted in accordance with its Arbitration Rules in effect at the time of applying for arbitration, unless the Service Provider and the Buyer decide to try to resolve the litigation through an amicable settlement. The arbitration place will be GUADALAJARA (JALISCO - MEXICO). The arbitration proceedings will be led by one arbitrator. The law governing arbitration will be the laws of Jalisco as well as all the international standards, regulations and/or publications specifically mentioned within the Contract, to the exclusion of its conflict rules laws and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). The language of the arbitration proceedings will be English and/or Spanish. The arbitral award will be final and binding.



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23.6. The provisions mentioned within this article shall apply even in the event of incidental request, plurality of

defendants or appeal with guarantees, and whatever the means of payment may be.