

## GENERAL TERMS OF PURCHASE

*The present General Terms of Purchase do not apply for purchases of equipment, molds and/or tooling and/or services (for that, see the General Terms of Purchase for Equipment and/or General Terms of Purchase of Services).*

### 1. OBJECT

The Buyer is defined as the EFI AUTOMOTIVE group's affiliate identified in any Contract. "Contract" means all the documents that are issued or otherwise agreed to in writing by the Buyer relating to the Supplies, including, but not limited to any purchase order, purchase contract, nomination letter. "Supplier" shall mean and refer to the individual or entity which agrees to supply the Supplies identified in the Contract. The Contract is exclusively governed by these General Terms of Purchase, hereinafter defined as "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 Supplier's acceptance documents or otherwise proposed by Supplier) 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. The term "Supplies" covers all goods, materials, components, parts, material works, etc., and provision of services provided by the Supplier to the Buyer.

### 2. VALIDITY OF THE PURCHASE ORDER

**2.1.** Any verbal purchase order must be confirmed in writing.

**2.2.** The acceptance of the purchase order occurs as soon as the Supplier starts to perform this purchase order.

### 3. CONFORMITY - QUALITY

**3.1.** The Supplier shall supply the Supplies in conformity with the terms of the Contract, the drawings, the specifications and any other contractual standards, and the initial samples accepted by the Buyer. The Supplies shall comply with all the relevant applicable legal regulations (such as REACH regulation for instance in the UE).

**3.2.** Any technical changes and/or delivery dates changes must be approved in advance by the Buyer in writing.

**3.3.** The Supplier agrees to comply with the Supplier Quality Assurance Manual of the Buyer, with any logistics agreement, and with any amendments or modifications as may be implemented by the Buyer from time to time. The Supplier shall also provide Safety Data Sheets (SDS) with each concerned delivery of Supplies. If the Supplies do not conform, the Buyer will inform the Supplier, orally or in writing, about the nonconformity as soon as reasonably practicable, after the Buyer has discovered it. Therefore, payment for nonconforming Supplies will not constitute an acceptance of them, limit or impair Buyer'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 Buyer's quality requirements.

**3.4.** At the Buyer's first request, the Supplier shall supply all information relating to the Supplies in order to certificate their origin and composition.

### 4. PACKAGING, LABELLING, MARKING, SHIPPING

**4.1.** The Supplier shall deliver the Supplies packed in compliance with the standards in force in the European Union, in the United States of America and/or in any other relevant country where the Supplies have to be delivered, but also with Buyer's requirements (such as packing, marking, labelling and shipping). The Supplier is liable for any damage and/or deterioration of the Supplies due to an inappropriate packing. In the absence of Buyer'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 shall comply with the delivery date, the place and the conditions stipulated on the Contract. It is forbidden to perform a delivery before the forecasted date.

**5.2.** The Buyer unilaterally reserves the right to change the forecasted quantities and/or the delivery date.

**5.3.** The Supplier shall immediately warn the Buyer about any event likely to cause a delay in delivery. In the event of a delay in delivery, the Buyer shall be entitled to:

- demand an express delivery of the Supplies at the expense of the Supplier;

- terminate, without compensation to the Supplier, all or part of the purchase order not executed;

- purchase the Supplies from another supplier, in which event any extra costs incurred by the Buyer for such Supplies shall be paid by the Supplier;

- apply late delivery fees from the Supplier in an amount corresponding to one percent (1%) of the total amount of the purchase order, per day of delay, in the limit of ten percent (10%). These fees can be deducted from any amounts still due to the Supplier.

Notwithstanding the payment of late delivery fees, the Supplier will compensate the Buyer for all costs, claims and/or damages incurred due notably to customer claims, line stoppage, or any other damages caused by any delay in delivery. Payment by the Supplier shall not prejudice or limit in any manner the Buyer's right to seek damages in any subsequent legal action.

### 6. CONTROL - RECEIPT

**6.1.** The Buyer, possibly accompanied by its customer, reserves the right to check at any time the manufacturing quality of the Supplies at the Supplier's premises or at those of its subcontractors in accordance with the provisions mentioned under article 16 of the present Terms.

**6.2.** The participation of the Buyer in the receipt of the Supplies does not release the Supplier from any liability.

**6.3.** At the time of the receipt of the Supplies, the Buyer will check the packing, the identity and the quantity of the Supplies.

The Supplier waives any right to oppose a late claim of the Buyer.

Any payment by the Buyer for the Supplies and/or any absence of claim by the Buyer and/or lack of reservation of rights by the Buyer upon delivery of the Supplies shall not be a tacit assent to the conformity of the Supplies delivered.

### 7. PROTECTION OF PERSONAL DATA

**7.1.** All terms relating to the protection of personal data used in the framework of the Contract shall be compliant with the applicable regulations, for example and if applicable, the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, including the Guidelines of the European Data Protection Board shall be strictly respected).

**7.2.** To that end, the Customer shall comply with the obligation incumbent on it individually as personal data controller.

**7.3.** Within the framework of the performance of the Contract, if the Supplier has to perform operations of processing of personal data in the name and on behalf of the Buyer, a specific agreement on processing of personal data must be concluded prior to operating such processing.

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### 8. PRICE – INVOICING – TERMS OF PAYMENT – SET OFF PROCEDURE

**8.1.** The prices are firm and definitive. They are delivered with all charges and duties paid, DAP (Country / City) - INCOTERMS CCI Edition 2020, to the place of delivery indicated on the Contract, unless otherwise specified within said Contract.

**8.2.** The spare part unit price shall be identical to the price of the Supplies in the serial life, except in case of extra costs justified by any differences in the packing and/or logistical conditions. In that hypothesis, all the prices shall be negotiated and accepted by the Buyer before any application.

**8.3.** Invoices shall include all details shown on the Contract, to enable identification and control of the Supplies and shall comply with the relevant legal regulations (accurate supplies' denomination, quantity, unit price, location of delivery, modes of transport).

**8.4.** Invoices shall be paid sixty (60) days from the date of issue of the invoice unless otherwise specified in the Contract. The Buyer may reject any invoice that is inaccurate or does not conform with the Contract and/or applicable law requirements, and the Supplier will promptly reissue any such rejected invoice.

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

### 9. PRODUCTIVITY AND PRICE COMPETITIVENESS

#### 9.1. Base Price.

Unless otherwise stated, the purchase price: (i) is a firm fixed price for the duration of the Contract and not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state, provincial, and local taxes and any duties applicable to provision of the Supplies; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of Supplier.

#### 9.2. Maintaining Price Competitiveness.

The Supplier shall be, at all times, competitive in price, quality, performance and fulfillment of obligations. If the Supplier is determined by the Buyer not to be competitive, especially on pricing, the Buyer shall be entitled to re-source any or all parts to a more competitive source without breaching any Contract or otherwise incurring any liability.

### 10. WARRANTY - LIABILITY

**10.1.** The Supplier acknowledges to know of Buyer's intended use of the Supplies covered by the Contract and warrants and guarantees that such Supplies have been selected, designed, manufactured or assembled by the Supplier based upon Buyer's intended use and will be fit and sufficient for the particular purposes intended by the Buyer.

**10.2.** The Supplier is wholly responsible for designing and manufacturing the Supplies in accordance with the documents, relevant legal regulations and samples mentioned in here above Article 3.1 of these Terms. The Supplier is responsible for the technical choices regardless of any assistance provided by the Buyer during the development process, even if the Supplies were accepted when initial samples were examined.

**10.3.** The Supplier warrants the Supplies for (i) three (3) years from the date of the registration of the vehicle on which the Supplies are mounted; or (ii) for one hundred thousand (100 000) kilometers covered. 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 Buyer may refuse the Supplies if they are not compliant in any manner. The Supplies may be returned by the Buyer to the Supplier at Supplier's own expenses and risks.

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

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

**10.7.** In any case, the Supplier shall compensate the Buyer for all direct and indirect damage suffered by the Buyer due to the non-compliance of the Supplies.

### 11. REMEDIES – INDEMNITY

**11.1.** The rights and remedies reserved to Buyer in the Contract are cumulative with, and additional to, all other rights and remedies of Buyer 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 Buyer (including its successors and/or affiliated companies of the EFI AUTOMOTIVE group) and its clients from any liability.

**11.3.** Supplier will indemnify, defend and hold harmless the Buyer (including its successors and/or affiliated companies of the EFI AUTOMOTIVE group) and its clients from any and all damages, direct or indirect, consequential or not, pure financial losses including, without limitation, litigation costs (damages, losses, loss of use, claims, expenses, fees of attorneys, experts, consultants, settlement costs and judgments), costs, expenses or losses that may be occasioned by, result from or arise out of :

- (a) inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries;
- (b) production interruptions;
- (c) any recall campaigns or other corrective service actions;
- or
- (d) personal injury, including death, or property damage.

### 12. AFTER-MARKET PART

Regarding after-market obligations existing in the automotive market, and independently of the end of the Contract binding the Buyer 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 Buyer's products in which the Supplies are incorporated.

### 13. TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

**13.1.** The Buyer becomes owner of the Supplies and of specific tools and equipment as they are manufactured, unless otherwise specified in the Contract.

**The Buyer 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 SUPPLIES' MANUFACTURE

**14.1.** The tools and specific equipment supplied by the Buyer and/or especially manufactured for the execution of

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the Contract for the manufacture of the Supplies are exclusively owned by the Buyer.

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 Buyer 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 Buyer and the Supplier. Even in the absence of such contract, Supplier is deemed to be the keeper of the 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 Buyer's property and that they are not transferable or distrainable. The Supplier guarantees the maintenance and their functioning at its own costs.

**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 Buyer 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 Buyer, with right to sublicense.

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

**15.3.** No terms in the Contract shall constitute recognition by the Buyer 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 Buyer 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 behalf of itself and the Buyer (including its successors and/or affiliated companies of the EFI AUTOMOTIVE group) and its customers warrants that he 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 Buyer (including its successors and/or affiliated companies of the EFI AUTOMOTIVE 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 Buyer's specifications or guidelines (including its successors and/or affiliated companies of the EFI AUTOMOTIVE group) or of its customers to exonerate itself of any liability for IP Claims.

### 16. CONFIDENTIALITY/NO-ADVERTISING

**16.1.** All documents, information, research, drawings, samples, of any kind (technical, business, etc.) and under whatever form (email, oral and written disclosure, etc.) made available to the Supplier before or during the execution of the Contract, remain the Buyer's property. 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 Buyer. The Buyer reserves the right to require their restitution 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 will not, without first obtaining the written consent of the Buyer, in any manner (a) advertise or publish the fact that the Supplier has contracted to supply the Supplies to the Buyer; (b) use the Buyer's trademarks, trade names or confidential information in the Supplier's advertising or promotional materials; or (c) use the Buyer's trademarks, trade names or confidential information in any form of electronic communication such as web sites, blogs or other types of postings.

### 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.) engaged by the Buyer or by third parties. In the absence of here above-mentioned insurance coverage, the Supplier shall take out a complementary 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 Buyer and its insurance company.

**17.3.** At Buyer'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 subscribed insurance policies by the Supplier will not change the nature, the content or the scope of its obligations and liabilities applicable under the Contract.

### 18. AUDIT RIGHTS AND INSPECTION OF SUPPLIER'S PREMISES

**18.1.** The Supplier grants the Buyer 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 Buyer's tools and specific equipment supplied by the Buyer and located at the Supplier's premises.

**18.2.** The Supplier 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.

**18.3.** The Supplier will preserve all records pertinent to the Contract, and to the Supplier's performance under the Contract.

**18.4.** Any such audit or inspection conducted by the Buyer or its representative will not constitute acceptance of any Supplies (whether in progress or finished), relieve the

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

### 19. TERMINATION

#### 19.1. TERMINATION FOR CAUSE

In the event that the Supplier fails to fulfill 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 Buyer 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. Termination by the Buyer shall not prejudice any other rights or claims to damages which the Buyer could claim.

#### 19.2. TERMINATION FOR CONVENIENCE

The Buyer may terminate the Contract, in whole or in part, at any time and for any or no reason, upon written notice to the Supplier. In the event of a termination under the present section, the Buyer will pay the Supplier only for:

- (a) Unpaid Supplies previously delivered and accepted which fully conform to the requirements of the Contract;
- (b) Any outstanding balance owed to the Supplier for tools and specific equipment supplied by the Buyer that fully conforms to the requirements of the order;
- (c) Undelivered finished Supplies that: (1) fully conform to the specifications of the Contract; (2) were produced in accordance with delivery or schedules approved by the Buyer and outstanding as of the date the termination was effective; and (3) are transferred to the Buyer in accordance with the article 13 of the Contract;
- (d) actual costs incurred for work-in-process and raw materials that: (1) are not damaged or destroyed; (2) were not purchased by a third party with the Buyer's prior authorization in a written notice; (3) cannot be used by the Supplier to produce goods for itself or other customers; and (4) are transferred to the Buyer in accordance with the article 13 of the Contract;
- (e) Actual costs incurred by the Supplier in protecting the Buyer's property pending their delivery or their return; and
- (f) Any other costs or allowances that the Buyer, in its sole discretion, reserves the right to pay.

**19.3.** Unless the applicable law forbids it, Buyer reserves the right to terminate immediately the Contract without liability to Supplier in case of insolvency of Supplier.

**19.4.** On termination of the Contract, regardless of reason, the Buyer 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 the phase out period, the Supplier shall supply the Supplies in accordance with the Terms and the provisions mentioned within the Contract. At the start of the phase out period, the Buyer shall declare the length of the phase out time unless the Buyer and the Supplier agree otherwise.

### 20. EXPORT AND/OR IMPORT CONTROLS & SANCTIONS COMPLIANCE

**20.1.** The Supplier 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 Supplier will not violate and will not cause the Buyer to violate any Export Control Laws (e.g. by transshipping Supplies through, or supplying Supplies from, sanctioned countries). Licenses or other authorizations required for the export of Supplies will

be the responsibility of the Supplier unless otherwise indicated in the Contract, in which event the Supplier will provide such information as may be requested by the Buyer to enable the Buyer to obtain such licenses or authorizations.

**20.2.** 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 fulfill 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. GENERAL PROVISIONS

#### 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 Terms.

The events of force majeure shall suspend the obligations to be due by the Buyer within the framework of the Contract. At the time the relevant event occurs, the Supplier 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 Supplier 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 request the Supplier to provide a written commitment that the force majeure event or unforeseen circumstances will not exceed one (1) month. In case that the Supplier does not provide such commitment, the Buyer can terminate the Contract as of right and without compensation.

#### 21.2. ENTIRE AGREEMENT & NON-WAIVER

Voidance of one of the clauses 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.

The failure by one of the parties 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.

#### 21.3. SIGNIFICANT CHANGE OF ECONOMIC CIRCUMSTANCES / HARDSHIP

Within the framework of the contractual relations between the Supplier 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.

#### 21.4. CHANGE OF SUPPLIER'S SITUATION/NON-ASSIGNMENT

**21.4.1.** The Supplier 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 Supplier. The Buyer may terminate the Contract without notice and without compensation to the Supplier.

**21.4.2.** Moreover, under no circumstances may the Supplier transfer, assign or delegate, in whole or in part, any of its



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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.

### 21.5. LEGAL NATURE OF THE RELATIONSHIP

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

### 21.6. APPLICABLE LAW & SETTLEMENT OF DISPUTES

**21.6.1.** Any dispute arising out of or related to the business relationship with the Supplier concerning **ELECTRICFIL AUTOMOTIVE** (BEYNOST - FRANCE), **ELECTRICFIL SERVICE** (JOINVILLE - FRANCE) or **EFI LIGHTING** (BEYNOST - FRANCE) shall be settled by the Judicial Court of LYONS (FRANCE), unless the Supplier 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).

**21.6.2.** Any dispute arising out of or related to the business relationship with the Supplier 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 Supplier 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.

**21.6.3.** Any dispute arising out of or related to the business relationship with the Supplier 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 Supplier 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.

**21.6.4.** Any dispute arising out of or related to the business relationship with the Supplier 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 Supplier 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.

**21.6.5.** Any dispute arising out of or related to the business relationship with the Supplier 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 Supplier 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.

**21.6.6.** 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.

**21.6.7.** It is stated that all the provisions arising from article 21.6 of these Conditions are stipulated in the exclusive interest of the Buyer.