

GLOBAL BUSINESS TERMS

1. OBJECT

The Supplier is defined as the EFI AUTOMOTIVE group's affiliate with which the Customer has concluded a Contract. These Global Business Terms hereinafter called "the Terms" govern the business relationship between the Supplier and the Customer (called "the Parties"). The acceptance and/or the execution of an order by the Supplier does not involve its tacit acceptance of the Customer's general terms of purchase. **Deviations to the Terms shall require the signature of a document by a duly authorized representative at the Supplier's and/or shall appear in the Supplier's offer.** Unless otherwise expressly agreed between the Supplier and the Customer in a jointly signed agreement, these Terms, the Supplier's offer, the specific conditions shown in the Customer's order which do not conflict with the two first ones, the Supplier's invoice shall form the Contract. Unless signed by a duly authorized representative at the Supplier's, the Supplier objects to any additional or different terms in Customer's subsequent documents even if the Supplier fills in such documents in pursuance of the Customer's purchasing process.

2. OFFER - ORDER

The Supplier's offer is not divisible. The offer is only valid for a maximum of sixty (60) calendar days. In its order, the Customer shall accurately insert the number of the offer issued by the Supplier, failing which the Supplier reserves the right to refuse such order. The Customer shall also take into account the data and conditions specified in the Supplier's offer in order to establish its order.

If the Customer requires an extension of the duration of the supply of the products, the Parties agree to renegotiate in good faith the product's price and any planning adjustment.

3. PRICES

3.1. The prices of the products are those in force at the time of delivery or those specified in the last valid offer remitted by the Supplier sales departments.

3.2. Unless otherwise agreed, prices are exclusive of VAT and FCA (Incoterms ICC Edition 2020). Consequently, any taxes, dues or other fees to be paid according to an exporting country or those of an importing country or country of transit are paid by the Customer.

3.3. In the event the Customer would not pay the aggregate Specific Investment related to the product (moulds, tools, R&D and engineering costs of the design of the product) before the start of production of the product in the serial life, the balance will be paid off on the product's piece price in the serial life. In the event the balance of the Specific Investment is not paid off for whatever reasons, the Customer shall pay for it within 60 days of the end of the program.

3.4. In the event a modification of the product is required by the Customer, such request shall be remitted in writing to the Supplier which will reply in writing to such request within a reasonable period of time. Once this modification is accepted by the

Supplier, the Customer shall acquire the stock of the not yet modified products with the corresponding stock of unusable components.

3.5. Prices are given for a product and for a cumulated forecasted volume. Every price reduction mentioned in the Contract is subject to the purchase by the Customer from the Supplier of the corresponding cumulated volumes of products. The years mentioned in the Contract are given for information purposes only.

3.6. If, over one (1) calendar year, the actual yearly production volumes decrease by more than 15 percent (%) compared to the annual forecasted volumes, which have been the basis for the calculation of the product price, the Parties undertake to negotiate in good faith an increase of the product price, to be applicable on January 1st of the forthcoming year.

3.7. If the Customer requires product's technical modifications from the Supplier, the Parties agree to renegotiate in good faith in order to determine the relevant price adjustment to provide considering these technical modifications.

3.8. In case of an increase equal to or higher than five (5) percent (%) of the cost of the raw materials making up the product, the Parties agree that the Supplier may decide an increase of the product price, which shall be proportional to the increase of the cost of these raw materials. The cost of the raw materials making up the product is the stock exchange market price applicable to all of these raw materials on the day of the offer.

3.9. The applicable exchange rate is the average exchange rate of the latest quarter prior to the date of the offer. The Parties agree that the price can be subject to an adjustment if the average exchange rate of the last six (6) months exceeds by five (5) percent (%) the initial rate mentioned in the offer.

4. SAMPLES

The manufactured products comply with the production initial sample approved by the Customer. Production will not be launched until the Supplier receives from the Customer a written approval of this sample.

5. TOOLS

5.1. Tools and specific equipment related to the product will be paid in part or in whole by the Customer. The Customer shall issue an order when at least part of their price is due before the production in the serial life is launched.

5.2. Tools and specific equipment related to the product ordered from the Supplier by the Customer remain the property of the Supplier, unless the Customer pays the totality of their effective costs before the production in the serial life is launched. When the price is paid off in part or in whole on the product's piece price in the serial life, the Supplier will remain the owner of the tools and the specific equipment related to the product.

5.3. In the event the Customer owns the tools and the specific equipment and requests their restitution,

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the Customer shall bear the risks and the expenses related to their transportation from the Supplier's premises.

5.4. When the ownership of the tools and the specific equipment is transferred to the Customer, the renewal or the repair of such tools and equipment is charged to the Customer, except when the Supplier is liable for the defects encountered.

5.5. When the specific tools and equipment are owned by the Supplier, the renewal or the repair of such tools and equipment is charged to the Customer.

5.6. Unless otherwise agreed, the specific tools and equipment are meant to manufacture an overall quantity of products to the exclusion of any other warranty terms.

6. DELIVERY

6.1. Unless otherwise agreed, the deliveries are made FCA (Incoterms ICC Edition 2020).

6.2. The deliveries are made according to the schedule accepted by the Supplier. In a general manner, Customer's logistics requirements shall be expressly accepted by the Supplier to be binding (such as packing, marking, labeling and shipping). Unless otherwise expressly agreed, in no case shall the Supplier be bound to deliver quantities of products exceeding its installed production capacities. The Supplier is released from its obligations in the event of force majeure, as defined in these Terms. In any case, the delivery within the contractual deadlines can only be made if the Customer has respected its obligations towards the Supplier.

7. AFTER-MARKET PART

Before the end of the serial life of the product, the Customer shall renegotiate with the Supplier the volumes and the spare part unit price that the Supplier would undertake to continue to deliver, and also the potential duration of such commitment, taking its own constraints into account.

8. PACKAGING, MARKING, LABELLING

8.1. Packaging is not included in the prices unless otherwise stipulated. Special packaging, labelling, marking requirements shall be expressly accepted by the Supplier. Unless otherwise provided in the Contract, any charges or costs related to handling, packaging, labelling, marking, storage or transportation of products are borne by the Customer.

8.2. The Customer, as its expense, shall provide all reusable packaging in adequate quantity and be notably responsible for the management of the logistical flows, the care and the cleaning of such packaging.

9. PROTECTION OF PERSONAL DATA

9.1. All terms related to the protection of personal data used in the framework of the Contract shall be compliant with the applicable regulations (as an 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).

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

9.3. Within the framework of the performance of the Contract, if the Customer has to perform operations of processing of personal data in the name and on behalf of the Supplier, the Parties agree that a specific agreement on processing of personal data must be concluded prior to operating such processing.

10. PAYMENT

10.1. The invoice is issued at the time of the delivery and addressed to the Customer.

10.2. Unless otherwise agreed in the Contract, payment shall be made within thirty (30) days following the date of issuance of the invoice.

10.3. For any late payment, the Supplier reserves the right to suspend the execution of all pending orders and take any appropriate measures including legal actions. Any late payment involves the application of legal interest from the due date of the payment. Concerning France, late penalties will amount to a sum equal to three times the French legal interest rate, in addition to the basic allowance for collection charges equal to 40€.

10.4. In the event of non-payment after having sent a formal demand to pay, the Supplier reserves the right to cancel the sale and require, by summary procedure, the restitution of the products, without prejudice to claim damages.

10.5. The Customer forbids itself to set off without consultation any sum of the invoice related to penalties or discounts for late deliveries, the nonconformity of a product or in any case, when the debt is not certain, liquid and payable, before the Supplier can control the ground for complaint and approve the reality of it. A debit note will be considered as an overdue and involve the implementation of the clauses of the Terms concerning late payments.

11. WARRANTY - LIABILITY

11.1. The products delivered by the Supplier comply with the applicable standards and specifications duly accepted by the Supplier. The warranty covers material and/or manufacturing defects of the products over a twenty-four (24) month period from the date of their manufacture (see product data code). Interventions within the warranty period do not extend it. The Customer warrants that the applicable standards and agreed specifications comply with the intended use of the products.

11.2. For any defective product already inserted or not yet inserted into a system or already mounted or not yet mounted on a vehicle, the Supplier, at its option, undertakes to replace or to reimburse this product exclusive of any other expenses.

11.3. To sue the warranty, the Customer must immediately notify the Supplier after the defect is

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found. The notification must describe in details the nonconformity of the product. The Customer loses its right to replacement of the product if it does not notify the Supplier about the defect in accordance to the conditions specified in this clause. The Customer shall return the defective product within ten (10) days for a plant return and two (2) months for a field return. The Supplier shall examine the Customer's claim.

11.4. Warranty does not cover defects caused by incorrect assembly, defective maintenance, abnormal use, abnormal storage, normal wear or assemblies in environments which do not comply with the constraints described in the contractual specifications. The Supplier cannot accept liability for assembly operations that do not comply with recommendations for fitment and use.

11.5. The Supplier declines any liability for the products not supplied by itself and used by the Customer to be integrated into a subassembly. The Supplier cannot be liable if the failure of its product is caused by such products linked by the Customer to the Supplier's product.

11.6. The Supplier is not responsible toward the Customer for any loss of production, loss of profit, loss of use, loss of an opportunity to sell and/or for any other consequential, economic or indirect damage.

11.7. So long as it is permitted by the applicable laws, the legal liability for hidden defects or any other kind of legal liability and/or implied warranties is expressly excluded from the business relationship.

11.8. In the event of a recall or service campaign, the Supplier and the Customer shall consult each other and agree on the solutions to be implemented, prior to their launch.

12. REMEDIES – INDEMNITY

12.1. In case of suspected contractual breach committed by the Supplier, Customer shall prove Supplier's liability on written documentary evidence. Furthermore, Customer shall also prove the harm suffered due to said suspected breach as well as the direct casual link between the harm suffered and Supplier's liability.

12.2. Once Supplier's liability proved by the Customer on written documentary evidence, and confirmed by the Supplier, the Parties shall gather in order to conduct good faith negotiations so as to determine the amount of indemnification to be allowed by the Supplier to the Customer.

12.3. It is expressly agreed between the Parties that any form of liability is limited to a maximum of five percent (5%) of the turnover (excluding any tax) generated by the Supplier on an annual basis and on the reference of the product concerned.

12.4. The Supplier is not responsible toward the Customer for any loss of production, loss of profit, loss of use, loss of an opportunity to sell and/or for any other consequential (or not), economic and/or indirect damage.

12.5. Any right of the Customer to set off and/or withhold any payment due to the Supplier under this

Contract is hereby expressly excluded except for set offs duly and expressly authorized by the Supplier.

13. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

13.1. The Supplier is the only and sole owner of any result emanating from the design and/or the manufacture of the product. These results notably include any and all intellectual and industrial property rights.

13.2. The Supplier grants to Customer a license of use limited to the integration of the product within the system and/or vehicle, to the dismantling and remounting of the product from the system and/or the vehicle and for product testing purposes. The Supplier does not grant to the Customer any other kind of license of use, exploitation, manufacture, nor any assignment of any result. Any license granted to the Customer or any assignment of any result shall be agreed upon by the Supplier in a separate signed agreement.

13.3. In the cases when the products are manufactured according to plans, drawings and specifications provided by the Customer, the latter will indemnify and hold Supplier, including all EFI AUTOMOTIVE group's affiliated companies, employees and successors, harmless against all litigation costs (such as damages, losses, claims and expenses, actual fees for attorneys, experts, consultants, settlement costs and judgments), occasioned by, resulting from, or arising out of any claim by a third party owning infringed intellectual property rights.

14. RESERVE OF OWNERSHIP - TRANSFER OF RISKS

14.1. The transfer of ownership of the samples, specific tools, equipment and/or the products shall be effective only after entire payment of their prices. Nevertheless, there is an immediate transfer of risks of loss or deterioration of property upon the date of their delivery.

14.2. In the cases of late dispatch, shipping, start of performance of the assembly of the products or reception of the products by the Customer for reasons for which it is entirely responsible, or in the cases when the Customer has failed to accept the deviations expressed by the Supplier, the risks shall be transferred to the Customer.

14.3. The Customer shall inform the Supplier of any attachment of property or any other third party's intervention upon the products so that the Supplier can oppose and preserve its rights.

15. NON-SOLICITATION OF EMPLOYEES

The Customer undertakes not to hire, nor to attempt to do so, any employee of the Supplier, with whom the Customer would have been in contact in the business relationship up to twelve (12) months following the date of the termination of the contract for whatever reason.

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16. CONFIDENTIALITY

16.1. All documents, information, research, drawings, samples, of any kind (technical, business, etc.) and under whatever form (email, oral and written disclosure) made available to the Customer before or during the business relationship remain the Supplier's property. They must be kept strictly confidential, and in any case, they must not be disclosed to a third party and/or be used by the Customer for its own needs without the prior written agreement of the Supplier. The Supplier reserves the right to require their restitution at any time.

16.2. Obligations concerning the confidentiality will remain valid until five (5) years after the termination of the business relationship.

17. TERMINATION

17.1. In the event that one of the parties to the Contract fails to fulfill a contractual obligation, the other party may order to correct such non-performance by formal notice delivered by recorded delivery letter. If the obligation in question is not performed or no written agreement is reached between the parties within sixty (60) days following the date on which such notice was sent, the injured party may terminate the Contract, by sending a notification of termination by recorded delivery letter.

17.2. The Contract may also be terminated before its expiration date and without notice in the event of force majeure lasting more than ninety (90) days by recorded delivery letter.

17.3. In the event the Supplier's liability is not proved, the Customer shall reimburse the Supplier for all the not yet paid off costs related to the Contract concerned such as Specific Investment but also components procured for the execution of the Contract, semi-finished products, finished products as well as all the financial consequences due to the termination, be the termination at the initiative of the Customer and/or the Supplier.

17.4. Notwithstanding the foregoing, in case of contractual breach by the Customer, the latter shall compensate the Supplier for any harm or damage suffered by the Supplier itself and/or by its own subcontractors.

17.5. Any case of termination for convenience is expressly excluded.

18. FORCE MAJEURE

A case of *force majeure* is defined as an event beyond the control of the debtor, which could not have been reasonably anticipated at the time this Contract was entered into, and which the effects, because they could not have been avoided by appropriate measures, prevent the execution of the Contract by the debtor.

The Supplier is released from its contractual obligations in the event the fulfilment of such obligations is prevented or becomes unreasonably costly due to strikes and, but not limited to, any of the following circumstances: war (declared or not), insurrection, requisitions, the state of crisis, embargo, epidemic and pandemic, natural disaster,

power cuts and defaults or delays in the delivery of products from subcontractors and suppliers resulting from the circumstances enumerated in this clause. The Supplier undertakes to inform the Customer of such circumstances as soon as possible. The Customer undertakes not to purchase goods or services from other sources and/or reduce the delivery schedules to Supplier until the Contract is completely terminated.

19. EXPORT CONTROLS & SANCTIONS COMPLIANCE

19.1. Customer 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"). Customer will not violate and will not cause the Supplier to violate any Export Control Laws (e.g. by transshipping systems and/or vehicles incorporating the products through, and/or supplying products to sanctioned countries).

19.2. If import and export taxes or any other kind of taxes are introduced by any and all authorities concerning the products or components shipped from or to countries, and if such taxes become applicable to the products and components covered by the Contract, the Supplier reserves the right to increase the prices in due proportion.

20. GENERAL PROVISIONS

20.1. 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.

In the event that one of the parties does not assert its right by virtue of the Terms, it will not be construed, whatever is the duration, the importance or the frequency of such situation, as a waiver of its right to request the enforcement later on of each clause of the Terms.

20.2. CHANGE OF CUSTOMER'S SITUATION/ NON-ASSIGNMENT

20.2.1. Customer shall immediately inform the Supplier of any change of the management body or shareholder, transfer of control (or sale of majority stakes), merger or takeover of the Customer. The Supplier may terminate the Contract without notice and without compensation to the Customer.

20.2.2. Moreover, under no circumstances may the Customer 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 Supplier's prior written consent.

20.3. SIGNIFICANT CHANGE OF ECONOMIC CIRCUMSTANCES / HARDSHIP

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If, due to a change of circumstances which could not have been foreseen upon conclusion of the Contract, performance becomes excessively costly for the Supplier, then the Supplier and the Customer will renegotiate the Contract.

20.4. APPLICABLE LAW & SETTLEMENT OF DISPUTES

20.4.1. Any dispute arising out of or related to the business relationship with the Customer 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 Customer 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).

20.4.2. Any dispute arising out of or related to the business relationship with the Customer 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 Customer 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.

20.4.3. Any dispute arising out of or related to the business relationship with the Customer 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 Customer decide to try to resolve the litigation through an amicable settlement. The arbitration place will be LYON (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.

20.4.4. Any dispute arising out of or related to the business relationship with the Customer 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 Customer 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.

20.4.5. Any dispute arising out of or related to the business relationship with the Customer 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 Customer 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.

20.4.6. 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.

20.4.7. It is stated that all the provisions arising from article 20.4 of these Conditions are stipulated in the exclusive interest of the Supplier.