

Article 1 – DEFINITIONS

The following terms, used with a capital letter and indifferently in the singular or plural, will have the following respective meanings:

Delivery call: indicates any document(s) by which the customer orders definitive quantities of the Supply/Service and sets delivery dates or deadlines, in fulfillment of an Open Order.

Purchase Order or Order: paper or electronic document by which the Customer orders the Supply/Service from the Supplier. Orders are either closed or open. A closed order is any order other than an open order. An open order is an order for a Supply/Service which specifies the essential characteristics, in particular the specifications and price, but not the quantities or delivery deadlines.

Customer: any entity mentioned in the Contract belonging to the HUTCHINSON Group within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG).

Contract : All contractual documents, including any amendments, governing the relationship between the Supplier and the Customer for the purpose of the Supply and/or the Service. The Contract includes, in decreasing order of priority:

- 1) Call orders (if existing)
- 2) the Purchase Orders or Orders
- 3) if existing, special conditions and/or letter of appointment,
- 4) these GPC, the Fundamental Principles of Purchase, the Logistics Manual and the Supplier Manual applicable to the Supply/Service.

Supplier: the legal entity/entities or natural person(s) selected by the Customer to perform the Contract and which are obligated under said Contract to provide the Service/Supply.

Supply: any good, product or material, including any associated documentation and additional service for installation, as defined in the Contract.

OEM: refers to the customer's client.

Parties: the Customer and/or the Supplier.

Service: any work and/or service to be performed by the Supplier and any item (especially delivery, equipment, materials and associated documents) to be delivered by the Supplier as described in the Contract.

Subcontractor: the legal entity/entities or natural person(s) to whom the Supplier commissions the performance of all or part of the Supply.

Article 2 - SCOPE OF APPLICATION

These general conditions of purchase (GPC) shall apply exclusively; contrary or deviating terms and conditions of the Supplier shall not become part of the Contract, unless HUTCHINSON has expressly accepted their validity in writing. These GPC shall also apply without restriction if HUTCHINSON accepts the service without reservation in the knowledge of any contrary or deviating conditions of the Supplier. They also apply to all future business relationships, even if they are not expressly agreed upon again. Amendments and deviations from these GPC shall only be valid if agreed in writing, and shall only apply to the order in question.

Article 3 - EFFECTIVE DATE AND TERM

The Contract comes into force on the date indicated therein. The Supplier undertakes to sign the Purchase Order within forty-eight (48) hours of receipt. Failing this, the Customer has seven (7) calendar days to notify the Supplier of its decision to cancel the Contract. However, it is understood between the Parties that any commencement of execution of an Order shall constitute acceptance of the Contract by the Supplier.

Acceptance of the Contract does not imply any exclusivity in favour of the Supplier.

The forecasted need for Supply that may be communicated to the supplier are not contractually binding.

In the event of an initial order, the Supplier will be required to provide, if existent, initial samples from series production which comply with the contractual requirements relating to raw materials and quality control.

Article 4 - PRODUCTION CAPACITY AND FLEXIBILITY

Any quantities indicated in the Contract are for guidance only and do not constitute a commitment on the part of the Customer. The actual quantities will be specified in the so-called binding part of the Delivery Calls.

Should the OEM impose an increase in production for which Supplies are required, the Supplier undertakes, up to a flexibility limit of 20%, to satisfy all the Customer's additional Supply requirements in accordance with the terms of the Contract, at the Price agreed for the Order and without additional cost. Beyond the 20% flexibility limit, the consequences, particularly in terms of additional costs and delivery dates, will have to be mutually agreed, taking due account of the interests of both parties.

In the event that the OEM imposes a reduction or stoppage of production with effect on the Supplies, HUTCHINSON may, without liability of any kind:

- In the event of a reduction in production, reduce the quantities ordered from the Supplier accordingly, even if they are binding, with a flexibility limit of 15% for binding orders; and
- in the event of a termination of production, cancel the Contract in accordance with the terms of article 19.3 "Termination due to cancellation by the OEM".

The Supplier undertakes, within reasonable limits, to organize its production in such a way as to be able to cope with the situations referred to in this Article. Each Party shall bear its own costs arising from such situations.

Article 5 - MODIFICATIONS TO THE SUPPLY/SERVICE

The Customer reserves the right to request modifications to the Service/Product ordered at a later date.

The Supplier undertakes to send the Customer, as quickly as possible and no later than seven (7) calendar days from the Customer's request, a technical and commercial offer meeting the Customer's modified requirements, accompanied by the corresponding documentation. Any modifications agreed between the Parties shall be recorded by an amendment to the Order for the purpose of proof.

Failing agreement between the Parties, the Customer reserves the right:

- to have the modification carried out by a third party. In this case, the Supplier undertakes to provide the Customer with all drawings, technical specifications and any other documents required to carry out the modifications
- or to terminate all or part of the Contract in accordance with the article "Termination for convenience in the case of long-term contracts".

Under no circumstances may the Supplier modify the Supply/Service without the Customer's prior written consent.

Article 6 - DELIVERY

6.1 - Terms of delivery

All deliveries are made in accordance with the Logistics Protocol. Unless otherwise specified in the Contract, deliveries shall be free of costs for shipment, freight, package and insurance ("delivered duty paid" "DDP", in accordance with *Incoterms* in their current version, at the agreed place during normal working days and hours. The place of delivery is the place indicated on the Purchase Order. Any pre- or partial delivery is subject to the Customer's prior written agreement. In the event of non-compliance with the delivery date or deadlines stipulated in the Contract (pre- or late delivery), and in the absence of written acceptance by the Customer of the new delivery date or deadline, the Customer is entitled either to return the Supply to the Supplier at the latter's expense, or to store it pending its return by the Supplier, all at the latter's risk, peril and expense.

Any additional expenses resulting from this delay - except in cases of force majeure shall be borne by the Supplier.

6.2 - Packaging - Labeling - Marking

The Supplier is responsible for the packaging, which must be appropriate for the means of transport used and the Supply being transported, in accordance with the applicable standards, applicable legislation and the state of the art as well as, more generally, with the conditions specified in the Contract.

In all cases, the packaging must be such as to prevent any damage likely to affect the Supply during transport, handling and storage at the destination site. The Supply must be duly labeled and packaged, and the packages must be marked by the Supplier in accordance with applicable legislation and the conditions specified in the Contract.

6.3 - Security plan

The Supplier undertakes to draw up, maintain, test and develop a security plan within the meaning of article 6.1.2.3 of IATF 16949 to ensure continuity of supply in the event of supply being compromised for any reason whatsoever, including cyber-attacks. This security plan will be documented and presented to the Customer at the latest on receipt of the initial samples, then at the time of each change, and in any event at the Customer's first request. The Customer reserves the right to audit the security plan at any time, to ask any questions and to request modifications if the plan does not appear to sufficiently ensure continuity of supply.

Article 7 - PENALTIES

Compliance with deadlines, delivery dates and all the Customer's requirements is imperative and constitutes an essential element of the Contract. The Supplier undertakes to respect them regardless of the existence of any dispute with the Customer, even if it concerns applicable prices. When non-compliance with a delivery date or deadline is foreseeable, the Supplier must immediately inform the Customer, in writing, of the extent of and reasons for the non-compliance.

If the Contract makes it possible to determine the day on which delivery must take place at the latest, the Supplier is in default on the expiry of this day, without the need for a formal notice from the Customer to this effect.

In the event of default, the Customer is entitled to unrestricted legal rights, with the Customer only being able to exercise a right of cancellation or assert claims for damages in lieu of performance after the fruitless expiry of a reasonable grace period. A grace period of two weeks is considered reasonable. The customer is free to set a different deadline, taking into account all individual circumstances.

In addition to any other legal rights, the Customer is entitled, in the event of delay, to demand payment of a contractual penalty amounting to 0.25% of the value of the Order concerned for each commenced calendar day of late delivery, up to a maximum of 5% of the value of the Order. The contractual penalty is to be deducted from the damages caused by the delay which the Supplier must compensate.

Payment of penalties of any kind does not release the Supplier from its contractual obligations.

As termination and the right to claim damages in lieu of the Service/Delivery are only possible after formal notice has been given, penalties are applied until the day on which the deadline for performance set by the formal notice expires.

Article 8 - REGISTRATIONS, APPROVALS, AUTHORIZATIONS

The Supplier guarantees that it, its personnel and any Subcontractors and their personnel have all the legal registrations, approvals and authorizations required to perform the Contract, such as, in particular, authorizations and registrations with the administrative authorities, authorizations or certifications with professional associations. These are provided to the Customer prior to the start of performance of the Contract.

In the event that all or part of these registrations, approvals and authorizations are withdrawn from the Supplier or any of its Subcontractors, or are not renewed, the Supplier must immediately inform the Customer. The Customer then has the right to terminate all or part of the Contract in accordance with Article "Termination".

Article 9 - COMPLIANCE WITH REGULATIONS

The Supplier declares that it is aware of and undertakes to comply with, and to ensure that its subcontractors comply with, all applicable laws, regulations and practices, including all provisions relating to the fight against corruption and bribery, provisions relating to health, safety and the environment (in particular European regulations no. 1907/2006 (REACH) and 1272/2008 (CLP)), the fight against undeclared work (in accordance with the Schwarzarbeitsbekämpfungsgesetz (German law against undeclared work) as well as applicable regulations on personal data protection (in particular Regulation no. 2016/679 (RGPD, respectively DSGVO, as well as the Federal Data Protection Act (Bundesdatenschutzgesetz)).

Article 10 - AWARENESS OF DEFECTS / ACCEPTANCE OF SUPPLY

The Customer is not obliged to examine the goods or to inquire about possible defects at the time of conclusion of the Contract. In partial derogation of § 442 paragraph 1 sentence 2 of the German Civil Code (BGB), the Customer is therefore entitled to unrestricted recourse for defects, even if the Customer was unaware of the defect at the time the Contract was concluded due to gross negligence.

The statutory provisions (sections 377, 381 of the German Commercial Code (HGB)) apply to the commercial obligation of examination and notification of defects, with the following clarification: the Customer's obligation of examination is limited to defects which are openly apparent during the incoming goods inspection under external inspection, including delivery documents (e.g. transport damage, incorrect or insufficient delivery) or which are recognizable during the Customer's quality control by sampling. If subsequent acceptance has been agreed, there is no obligation of examination. In other respects, it is a matter of determining to what extent an examination is feasible in the normal course of business, taking into account the circumstances of the particular case. The obligation of the Customer of notification of defects discovered at a later date remains unaffected. Without prejudice to the Customer's obligation of examination, the Customer's notification of defects is considered to be immediate and punctual if it is sent within five (5) working days of discovery or, in the case of obvious defects, of delivery. If the Supply is expressly rejected, it is held at the Supplier's disposal at the place of delivery, under the Supplier's responsibility and at the Supplier's expense.

Article 11 - TRANSFER OF OWNERSHIP AND RISKS

Transfer of ownership of the Supply/Service to the Customer shall be unconditional and irrespective of payment of the Price. However, if the Customer accepts in a particular case an offer of transfer of ownership from the Supplier conditional upon payment of the Price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price of the Supply/Order. The Customer remains authorized to resell the goods in the ordinary course of business, even before payment of the Price, by assigning the resulting claim in advance (alternatively validity of the simple retention of title and the extended retention of title („verlängerter Eigentumsvorbehalt“) to resale). All other forms of retention of title clauses are hereby excluded, in particular extended retention of title („erweiterter Eigentumsvorbehalt“), transferred retention of title and extended retention of title on processing. Unless otherwise stipulated in the Contract, the transfer of risk occurs upon delivery of the Supply, in accordance with the Incoterm indicated in the article 6 ("Delivery"), except in the event of refusal of the latter as provided for in article 10 ("Acceptance of Supply").

It is specified that the Customer is the owner of all samples, models, prototypes and gauges produced by the Supplier for the performance of the Contract. The transfer of their ownership and risks takes place according to the conditions stipulated above.

In the event that the Customer lends to the Supplier, for the performance of the Contract, tooling or equipment owned or held by the Customer or belonging to an OEM, the Supplier undertakes to comply with the stipulations of the lending agreement to be agreed between the Parties. In the absence of a lending agreement, said tools or equipment are recognized by the Supplier as belonging to the Customer, and the Supplier undertakes to exercise the care to be reasonably expected.

Article 12 - PRICE - INVOICING - PAYMENT TERMS - AWARDS

12.1 Price

Unless otherwise specified in the Contract, the prices indicated in the Contract are fixed, at a flat-rate, final, not subject to change, and include in particular all charges and taxes. VAT is applicable in accordance with current regulations. The Supplier is responsible for establishing its price and acknowledges and accepts that the rates and prices indicated in the Order include all risks and are fair prices. Consequently, the Supplier may therefore not unilaterally assert price increases.

12.2 Billing

Invoices are drawn up by the Supplier in accordance with the legal and contractual provisions, in the Customer's name and sent to the address indicated on the Purchase Order, mentioning the Contract and Purchase Order references. They are drawn up in the currency stipulated in the Contract.

12.3 Terms of payment

The agreed price is payable within thirty (30) calendar days of complete Supply and Service (including any agreed subsequent acceptance) and receipt of a valid invoice. If the Customer makes payment within fourteen (14) calendar days, the Supplier will grant the Customer a 3% discount on the net invoice amount. Payment is deemed to have been made on receipt of the transfer order by the Customer's bank.

In the event of late payment, the legal provisions apply.

12.4 Compensation

The Customer may offset any sums owed by the Supplier for any reason against any sums owed by the Customer to the Supplier for the purchase of the Supply.

Article 13 - LEGAL AND CONTRACTUAL GUARANTEES

13.1 - Purpose

The Supplier is liable for material and legal defects in the sense of a warranty pursuant to Section 443 of the German Civil Code and without prejudice to legal provisions. In particular, he warrants that he has the unrestricted right to sell the supplied goods or to provide the service covered by the contract. He further warrants that all Supplies/Services, including ancillary services, comply with the state of the art, the applicable legal provisions and the regulations and directives of the authorities, professional associations and specialist associations, in particular also with regard to work protection, accident prevention and technical working aids, and that they are provided with the necessary protective devices and instructions for use.

The Supplier is obliged to inform, advise and warn the Customer, irrespective of its skills or level of knowledge.

It also warrants that the Supply/Service conforms to the intended use, specifications and samples mentioned in the Contract, as well as to advertising statements relating to the Supply/Service. The Supplier shall not be entitled to invoke any alleged deficiencies in the accuracy of the information contained in the documents accompanying the Contract. The Supplier shall comply with all laws, regulations and codes of conduct applicable to the Supply/Service, in particular with respect to production, manufacturing, repairing, pricing and delivery, in order to ensure that the good supplied may be properly purchased, sold and transported.

13.2 - Duration and scope

Unless otherwise stipulated in the Contract, the duration of the legal warranty as well as the contractual warranty is thirty-six (36) months from the date of delivery of the Supply/Service by the Customer to the OEM. However, it expires at the latest forty-eight (48) months after delivery by the Supplier to the Customer.

For building materials and components within the meaning of Section 438 paragraph 1 number 2 of the German Civil Code, the statutory and contractual warranty period is sixty (60) months from the date of delivery by the Customer to the OEM. However, it expires at the latest seventy-two (72) months after delivery by the Supplier to the Customer.

In the event of a defective Supply/Service, the Customer shall be entitled vis-à-vis the Supplier, at the Customer's option, to elimination of the defects or delivery of a non-defective good, both at the Supplier's expense within seven (7) calendar days from receipt of notification of the defect. In the absence of an express declaration of the Customer, the Supplier must make the delivery of a non-defective good within seven (7) calendar days of receiving notification of the defect. All costs necessary for the elimination or exchange of the defective Supply/Service as well as inspection costs shall be borne by the Supplier, including in particular transport, insurance, taxes, removal and re-installation of the defective Supply/Service, associated inspections, expert work, modifications to the definition and/or production of the defective Supply/Service, costs of qualifying the modifications and additional costs.

If the Supplier has not eliminated the defect or made a new delivery within seven (7) calendar days of receiving notification of the defect, the Customer may also carry out the elimination/replacement himself or have it carried out by a third party and claim the costs from the Supplier. In this case, the Supplier must provide the third party with all the documents and elements required to carry out the requested Supply/Service. The Supplier shall compensate the Customer for any loss suffered as a result of the defect, as well as for the full consequences of its failure. Any replacement or elimination of the Supply under warranty shall give rise to a new warranty of a duration equivalent to that of the initial warranty, as from the acceptance by the Customer of the replaced or repaired Supply.

It is specified that the Supplier remains liable for all warranties provided by Law and Regulations.

Acceptance by the Customer of the design, drawings, materials, the process or specifications does not release the Supplier from the above legal and contractual warranties.

13.3 - Spare parts availability

The Supplier guarantees the prompt supply of all spare parts required for the correct operation of the Supply for a period of fifteen (15) years from the date of acceptance, unless otherwise stipulated in the Contract. To this end, the Supplier undertakes to maintain in good working order the specific tooling and equipment, as well as the corresponding manufacturing drawings and ranges, until the end of the period stipulated above. The price applicable to these spare parts beyond the contractual or legal warranty period is agreed between the Parties.

13.4 - End of life

Should the Supplier decide to cease manufacturing all or part of the Supply, the Supplier must inform the Customer at least six (6) months before the effective end of life of the Supply, so that the Customer can place additional orders and/or seek a substitute supplier or substitute products. In this respect, the Supplier shall assist the Customer in its search for a substitute supplier or substitute products.

Article 14 - HYGIENE, SAFETY AND ENVIRONMENT

When delivering to the premises designated by the Customer, the Supplier shall comply with the rules on hygiene, safety, working conditions and environment applicable there as well as with the applicable legislation and regulations and ensure that its personnel, representatives or any Subcontractors also comply with them. In the event of a non-compliance with these rules, the supplier and/or any of its Subcontractors may be denied access to or remain at the place of delivery. All consequences of a non-compliance with these regulations, including the denial of access to or remaining at the place of delivery, shall be borne by the supplier.

Article 15 - AUDIT

The Customer or a third-party commissioned by the Customer, shall be entitled to conduct audits at the premises or facilities of the Supplier or its Subcontractors at any time during the term of contract and upon seven (7) calendar days' notice.

It is understood between the Parties that in the event of an infringement of the protection of personal data, a security or cybersecurity incident or a quality or delivery problem, the notice period will be forty-eight (48) hours.

Audits may cover compliance with any of the Supplier's obligations, whether contractual, regulatory, legal or industry best practice.

In the event that the audit reveals non-compliance with obligations, the Supplier undertakes to immediately take all measures to remedy the non-compliance.

Such audits carried out by the Customer shall in no way diminish the Supplier's contractual responsibility, in particular with regard to the scope of its own controls and shall not affect the Customer's right to reject all or part of the Supply upon delivery. The Supplier will cooperate fully with the Customer (or the third party commissioned by the Customer to carry out the audit), in particular by providing access to all its premises and installations as well as to any documentation or information.

Depending on the non-compliance found, and without prejudice to the rights of the Customer or the measure taken by the Customer, the Customer reserves the right to claim from the Supplier all or part of the costs incurred in carrying out these audits/inspections.

Article 16 - LIABILITY AND INSURANCE

16.1 - Responsibility

Each Party is liable for any damage that it, its personnel, representatives and/or subcontractors cause to the other Party or to third parties as a result of the Supply and/or performance of the Contract. It shall hold the other Party and its insurers harmless against any damage and/or liability that the other Party may incur in this respect.

The Supplier is liable for any damage, direct or indirect, bodily, material or immaterial, consequential or otherwise, which it or one of its sub-contractors causes to the Customer or to any third party as a result of the Supply or the Service or the performance or non-performance of the Contract.

The Supplier undertakes to indemnify the Customer in respect of all damages, losses, costs and expenses incurred by the Customer, to defend the Customer against third party claims and to hold the Customer harmless from third party claims, including but not limited to amounts charged to the Customer by its customers, costs associated with any interruption of production at the Customer's or its customers' production facilities or costs incurred in the context of recall actions.

16.2- Insurance

The Supplier is obligated to conclude, at its own expense and to maintain during the term of the Contract, an insurance policy necessary to adequately cover its liability under the Contract, and in particular the following insurances:

- insurance covering its liability for operating and delivery damage, for material, immaterial and bodily damage combined, for an amount of at least five million five hundred thousand euros (5,500.000 euros) per claim (unless a different amount is agreed between the Parties),
- Motor Third-Party Liability insurance for automobiles and motorized equipment used in the performance of the Contract,
- insurance covering damage to personnel of the supplier if the supplier is located in a country where there is no statutory social security system.

This insurance shall include a component to cover the costs of recall actions.

Before commencing performance of the Contract, and at any time thereafter at the Customer's first request, the Supplier undertakes to send the Customer an insurance certificate certifying the existence of the concluded insurance policies, the sums insured, the cover, the duration and renewal of the policy(ies) in accordance with the sample certificate appended to the Contract. The Supplier undertakes to notify the Customer without delay in the event of cancellation or modification of the insurance policy, for any reason. The insurance amounts indicated above do not constitute a limitation of the Supplier's liability.

Article 17- FORCE MAJEURE

Neither Party shall be deemed to have failed to perform its contractual obligations or to have defaulted if it fails to perform all or part of its contractual obligations due to an event of force majeure.

A force majeure event is any event

- which is unpredictable and
- is beyond the reasonable control of the Party concerned and
- which could not reasonably have been avoided, prevented or remedied by the Party concerned, and
- which prevents the party concerned from fulfilling its contractual obligations or which delays the fulfilment of these obligations or which makes the fulfilment of the contractual obligations unreasonable or extremely difficult.

If a Party is prevented from performing its obligations due to an event of force majeure, it shall inform the other Party by written notice within five (5) working days from the date of occurrence of its effects, producing all appropriate evidence, and indicating the impact on the Order in progress as well as the measures taken to limit the effect thereof.

Performance of the part of the Order directly affected by the force majeure event is suspended. It shall resume as soon as its effects cease. Each Party shall bear its own consequences of the force majeure event.

In the event of delay or impossibility of performance due to force majeure affecting the Supplier, the Customer reserves the right to take all necessary measures to secure the delivery or performance of the Supplies and/or Services.

Under no circumstances shall changes in costs or availability of materials, components or services due to market conditions exonerate the Supplier from liability for breach of the Contract, such situations being excluded from force majeure.

In the event that the event giving rise to the case of force majeure continues for more than fourteen (14) consecutive calendar days (unless a different period has been agreed between the Parties), the Party against whom the case of force majeure is asserted may immediately and by law terminate the Contract without compensation. The Supplier will reimburse the Customer for any sums already paid in advance under the Contract and not corresponding to Supplies already delivered on the date of occurrence of the force majeure event.

Article 18 - ASSIGNMENT / SUBCONTRACTING

18.1 - Assignment and change of control

The Supplier has been selected by the Client on the basis of its quality and experience, as well as in consideration of its person (shareholders and executives).

Accordingly, the Supplier is not entitled to transfer or assign the Contract, even partially, to third parties without the prior written consent of the Client.

The Customer may assign all or part of the Contract to a company in its group, as referred to in Article 1.

In the event of a contribution to a company not controlled by the Supplier, of a merger with a company not controlled by the same company as the one controlling the Supplier, or in the event of a change of control, the Supplier must inform the Customer immediately.

Control is understood to mean the holding of the majority of the voting shares or the right to appoint the majority of the members of the management or supervisory body of another company.

In the event of such a change of control, the Customer may terminate the Contract in whole or in part if its interests are unreasonably affected (e.g. takeover by a competitor), by notifying its decision in writing, without any liability on its part and without such termination giving rise to of any claim for compensation. Termination will take effect on the date indicated in the above-mentioned letter.

Unless expressly agreed otherwise, the Supplier shall remain jointly and severally liable to the Customer for the full performance of the Contract even in the event of a permitted assignment.

18.2 - Subcontracting

The Supplier may not subcontract, in whole or in part, the performance of the Contract without the prior written consent of the Customer. In any event, the Supplier remains jointly and severally liable to the Customer for the proper performance of the Contract.

Article 19 - TERMINATION

19.1- Termination for fault

The Customer may terminate all or part of the Contract in the event of non-performance or poor performance by the Supplier of an obligation incumbent upon it, after formal notice has remained unsuccessful for a period of fourteen (14) calendar days.

The fourteen (14) day period set out in the previous paragraph is reduced to seven (7) calendar days in cases where the Customer terminates the contract for repeated failure or poor performance by the Supplier.

The Supplier shall be liable to the Customer for all damages resulting from the non-performance or poor performance, irrespective of the legal ground.

19.2 - Termination for convenience in the case of long-term contracts and/or contracts with successive performance obligations (hereinafter "Dauerschuldverhältnis")

In the event of *Dauerschuldverhältnis*, the Customer may terminate the Contract in whole or in part at any time by giving six (6) months' written notice to the Supplier (unless a different notice period has been agreed between the Parties). Upon receipt of such notice, the Supplier undertakes to carry out only the terminated part of the Contract still in progress.

The Customer shall pay to the Supplier a balance of all accounts equal to the agreed price of the Supplies/Services performed or in course of performance and unpaid for on the date of termination. Such supplies/services and stock shall become the property of the Customer on the date of their payment by the Customer, less any amounts owed by the Supplier to the Customer, in particular under penalties, and provided that the sum paid to the Supplier in this context shall not exceed the maximum price payable under the Contract.

The Supplier shall not be entitled to payment of any other amounts, on whatever legal grounds.

19.3 – Termination by the OEM

In the event of termination by the OEM, the Customer may terminate the contract with the Supplier with a notice period corresponding to the one of the Customer in relation to the OEM, reduced by fourteen (14) calendar days. However, the notice period shall be at least fourteen (14) calendar days.

The Supplier shall then carry out an inventory of its stocks of raw materials and components for the performance of the contract, finished parts and work in progress, which it shall send to the Customer within fourteen (14) calendar days at the latest.

19.4 Effects of termination or expiry of the Contract

On termination or expiry of the Contract, for whatever legal grounds, the following applies:

- Stipulations which, by their nature, are intended to continue to have effect after termination or expiry of the Contract, will remain in full force and continue to have effect.
- The Supplier undertakes to return to the Customer the property placed at the Customer's disposal and, if the Customer requests so, to return to the Customer without delay the stocks of raw materials and parts, the work in progress and/or the finished or semi-finished supplies on the contractual terms of the Contract or, if this is not specified, on the basis of the proven actual costs.

19.5 Continuation

On termination or expiry of the Contract, for whatever reason, the Supplier shall take all necessary or appropriate measures and actions to enable the Customer or any third party appointed by the Customer to continue, without interruption, the supply or performance of the Subject Matter of the Supply/Service under the best possible conditions after the termination or expiry of the Contract. The Supplier shall take all necessary measures throughout the term of the Contract to ensure continuity in accordance with the above conditions.

Article 20 - INTELLECTUAL PROPERTY/INFRINGEMENT

20.1 - Previous knowledge

Each of the Parties retains, subject to the rights of third parties, the intellectual property rights relating to its prior knowledge generated or acquired independently and/or prior to the date of signature of the Order (hereinafter referred to as "Prior Knowledge").

The Supplier grants the Customer, for the entire duration of their legal protection, throughout the world, for all types of exploitation and in all fields of application, in consideration of the payments due and as the Contract is executed, the non-exclusive rights to use, reproduce, represent, adapt, modify, translate, manufacture by any means and on any medium, its Prior Knowledge necessary for the exploitation of the Results, as defined hereinafter, as well as a right to sub-license and/or assign these rights to third parties.

20.2- Results

The term "Result" refers, without limitation, to the results of work and Services, information, knowledge, inventions, know-how, software, databases, plans, documents, photographs, videos, drawings, models, names, domain names, signs, logos, colors, graphics or other signs, models, prototypes, Supplies, processes and methods, irrespective of their nature and/or medium, whether or not protected by a title or intellectual property right, resulting from the Supplier's performance of the Contract.

The Customer acquires full and complete ownership of the Results. In this context, in return for the payments due and in the course of the development of the Results, even if they have not yet been transferred by the Supplier to the Customer, the Supplier shall exclusively transfer to the Customer all worldwide rights to the Results for the entire duration of their legal protection. In this context, the Customer acquires the rights to use, reproduce, display, adapt, modify, translate, produce, distribute and commercially exploit all or part of the Results by all means and on all existing or future medium for all types of use and in all fields of application without limitation.

20.3 - Infringement

The Supplier declares that it is either the owner of all intellectual property rights relating to the Supply, or that it has obtained the necessary authorizations from the third parties holding these rights so that the Customer may freely use or transfer the Supply, it being understood that the cost of these authorizations is included in the Contract price.

Consequently, the Supplier shall indemnify the Customer against any claims or actions brought by third parties for infringement, abusive conduct or unfair competition in relation to the results. At the Customer's request, the Supplier undertakes to intervene in any action brought by a third party against the Customer and to bear all the consequences, particularly financial, which may result.

Without prejudice to the Customer's rights and/or the actions that it must or could bring in the event of a prohibition of use or exploitation, the Supplier shall endeavor, at its option, at its expense and within time limits compatible with the Customer's reasonable interests, either obtain for the Customer the right to continue the use and exploitation of the disputed element, or replace it with an equivalent element which is not the subject of such a complaint, or modify it so as to avoid such complaint, without prejudice to the Customer's rights and actions. This warranty shall survive the term of the contract for the duration of the statutory protection of the assigned or granted rights to which it relates.

Article 21- PRIVACY

The Supplier shall not, without the prior written consent of the Customer, directly or indirectly disclose to any third party any information of any kind relating to or contained in the Contract and communicated to it by the Customer in any form (in writing, orally or by any other means, including but not limited to the transmission of samples, models, video, computer or photographic material) or resulting from the performance of the Contract, hereinafter referred to as "Confidential Information".

The Supplier guarantees that the Confidential Information will be used solely for the purposes of performance of the Contract. It undertakes (i) to protect the Confidential Information and keep it strictly confidential, (ii) not to copy, reproduce or duplicate it, in whole or in part, (iii) not to disclose it internally except to those members of its personnel who need to know it, informing them of its confidential nature and of the obligations attached to it. In this respect, the Supplier shall ensure that these obligations are accepted and applied by its personnel.

The obligations arising from the present article remain in force for five (5) years after the end of the performance or termination of the Contract. On the date of termination of the Contract, the Supplier must return the Confidential Information to the Customer or destroy it, without delay, without being able to invoke any right of retention against the Customer.

Article 22 - REFERENCE TO CUSTOMER'S TRADEMARKS AND NAMES

The Supplier shall not use or refer to the corporate names, brands or logos of the Customer's group without the Customer's prior written authorization.

Article 23 - APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

The Contract is governed by French law. The Parties expressly exclude the application of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods.

The Parties will make every effort to first resolve their dispute amicably within sixty (60) calendar days.

The place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship is Mannheim. However, any party is also entitled to sue the other party at its registered office as stated in the Commercial Register.

24 – EXPORT CONTROL / INTERNATIONAL SANCTIONS

Each Party shall comply with all laws, regulations and rules applicable to the disclosure of information, including without limitation, European Union ("EU") and United States of America ("USA") regulations and controls relating to the export and re-export of goods, software and technology, as well as with regard to any countries subject to embargo under USA laws and regulations or any decision, directive or regulation issued by the EU Commission or Council.

Neither Party shall be obliged to perform any obligation under the Agreement if such performance does not comply with, is inconsistent with or violates or exposes any Party (hereinafter the "Affected Party") to punitive measures under any laws or regulations applicable to the Parties relating to export control and/or international economic sanctions. If so, then the Affected Party shall promptly notify the other Party in writing of its inability to perform the Agreement.

Once such notice has been given, the Affected Party may either (i) suspend performance of its affected contractual obligations until the Affected Party is able to lawfully perform its affected contractual obligations or (ii) terminate this Agreement where the Affected Party is unable to lawfully perform its obligations under the Agreement.

Article 25 - MISCELLANEOUS PROVISIONS**25.1 - Independence of the parties**

The Contract is concluded between independent parties. None of its provisions may be interpreted as giving any of the Parties the power or mandate to act on behalf of the other Party or as constituting any association or partnership between the Parties.

25.2 - Partial nullity

Should any provision of the Contract be null and void by virtue of any law, regulation or judicial decision, it shall be deemed unwritten. However, the other provisions of the Contract shall remain in force.

25.3 - Non-waiver

The fact that one of the Parties does not require performance of a stipulation of the Contract shall not be interpreted as a waiver of such stipulation.