

## 1 – Definitions

When starting with an upper-case letter, the following terms, whether in the singular or plural, are defined as follows:

**Delivery Schedule:** means any (all) document(s) by which Customer orders definitive quantities of Supplies/Services and sets the delivery dates or deadlines, in application of an open Order.

**Purchase Order** or **Order:** paper or electronic document by which Customer orders the Supplies/Services from Supplier. Orders can either be closed or open. A closed order refers to any order other than an open order. An open order means the Supply/Service order which specifies the essential characteristics, in particular, the specifications and price, but not the delivery quantities or schedule

**Customer:** any entity mentioned in the Agreement belonging to the Hutchinson Group.

**Agreement:** All contractual documents, including any amendments thereto, which govern the relationship between Supplier and Customer relating to the Supplies and/or the Service. The Agreement is comprised of the following, in descending order of priority:

- 1) the Delivery Schedules (if applicable)
- 2) the Purchase Order
- 3) where applicable, the special terms and conditions and/or the letter of appointment
- 4) these General Terms and Conditions of Purchase (T&Cs), the Fundamental Purchasing Principles, the Logistics Manual, and also the Supplier Manual applicable to the Supplies/Service

**Socialist Republic of Vietnam** or **Vietnam:** means the Socialist Republic of Vietnam

**Supplier:** the legal entity(ies) or natural person(s) retained by Customer to perform the Agreement, bound under the said Agreement by an absolute obligation.

**Supplies:** any property, product or material including, where applicable, the associated documents and the ancillary installation services related thereto, as defined in the Agreement.

**OEM:** means Customer's customer

**Parties** or **Party:** Customer and/or Supplier.

**Service:** any work and/or service to be performed by Supplier and any element (in particular, supplies, equipment, materials and associated documents) to be delivered by Supplier as described in the Agreement.

**Subcontractor:** the legal entity(ies) or natural person(s) to whom Supplier entrusts the provision of all or part of the Supplies.

## 2 – SCOPE

These General Terms and Conditions of Purchase (T&Cs) and the Agreement more generally are the result of contractual negotiations between the Parties. They apply to any Order placed by Customer with Supplier. Any conflicting or additional terms and conditions of Supplier are rejected. They will apply only if Customer expressly agrees to them or parts of them in writing. These General Terms and Conditions of Purchase (T&Cs) will also apply if Customer, having knowledge of conflicting or deviating terms and conditions of Supplier, accepts Supplies or Services provided by Supplier without reservation or if payment was made.

The Agreement constitutes the entire agreement between the Parties and prevails over any previous agreement or undertaking, written or oral, relating to the same subject matter. It may be modified only via an amendment signed by the Parties.

## 3 – ENTRY INTO FORCE AND TERM

The Agreement comes into force on the date as set out herein. Supplier shall sign the Purchase Order within forty-eight (48) hours of its receipt. If the Supplier does not send back the signed Order within the above stated period, Customer may cancel the Order (and, if applicable, the Agreement) without liability upon immediately providing a notification of seven (7) calendar days to the Supplier to that effect. It is understood that the following shall be deemed to be an acceptance of the Order and conclusion of the Agreement by the Supplier: the start of the fulfilment of an Order by Supplier or Supplier's failure to sign the Order within the forty-eight (48) hour period, provided that the Customer chooses not to exercise its right to cancel the Purchase Order (and, if applicable, the Agreement) in accordance with the above stated terms.

The acceptance of the Order and conclusion of the Agreement does not imply any exclusivity in favour of Supplier.

The forecast delivery requirements for Supplies potentially communicated by Customer to Supplier have no binding effect and, thus, no contractual value.

For a first Order, Supplier will be required to provide, where applicable, initial samples from the production series complying with the contractual requirements relating to raw materials and quality controls.

## 4 - PRODUCTION CAPACITY AND FLEXIBILITY

Any quantities indicated in the Agreement are for information only and do not constitute a commitment on the part of Customer. The actual binding quantities will be specified by Delivery Schedules in their so-called fixed part. Should the OEM impose an increase in production for which the Supplies are necessary, Supplier undertakes to meet, according to the terms of the Agreement, all of Customer's additional needs for Supplies, at the agreed Order price and without additional cost. Should the OEM impose a reduction in or stoppage of production integrating the Supplies, Customer may, without liability of any kind whatsoever take the following actions:

- In the event of a reduction in production, impose such reductions on to the Supplier without any impact on the prices initially agreed between the Parties and
- In the event of production stoppage, terminate the Agreement, including the cancellation of Orders, in accordance with the terms of clause 19.3 "Termination by OEM", while such a termination and/or cancellation shall not give rise to any liability whatsoever of Customer.

Supplier undertakes to organise its production in such a way as to be able to deal with the situations referred to in this clause. Each Party will bear its own costs resulting from such situations.

## 5 – MODIFICATIONS OF THE SUPPLIES/SERVICES

Customer reserves the right to modify the Agreement (including the technical specifications for the Supplies or the scope of the Services) at any time. Supplier agrees to promptly execute and implement such changes.

Supplier undertakes to send as soon as possible and at the latest within seven (7) calendar days following Customer's request, a technical and commercial offer responding to Customer's request, accompanied by the corresponding supporting documents. The modifications agreed between the Parties are formalised by an amendment to the Order. In the absence of agreement between the Parties, Customer reserves the right:

- either to have the modification carried out by a third party; in this case, Supplier undertakes to provide Customer with all plans, technical specifications and any other documents necessary for the implementation of the modifications.
- or to terminate all or part of the Agreement, including the cancellation of Orders, in accordance with the clause "Termination", while such a termination and/or cancellation shall not give rise to any liability whatsoever of Customer.

Supplier may not modify the Supplies/Services other than with Customer's express prior written consent.

## **6 – DELIVERY**

### **6.1 - Terms and conditions of delivery**

All deliveries are made in accordance with the Logistics Protocol. Unless otherwise indicated in the Agreement, deliveries are to be made "Delivered Duty Paid – Place of Destination" (DDP), in accordance with the most recent edition of the Incoterms, at the place agreed, on working days and during ordinary working hours. The place of destination is that indicated in the Purchase Order. Any advance or partial delivery must be agreed to in writing and in advance by Customer. In the event of non-compliance with the delivery date or deadlines provided for in the Agreement (early or late), and in the absence of written acceptance by Customer of the new delivery date or deadline, Customer is entitled either to return the Supplies to Supplier at the latter's expense or to store them pending recovery by Supplier, all at the latter's risk and cost.

Any additional expenses resulting from an early or late delivery will be borne solely by Supplier, except in cases of force majeure.

### **6.2 - Packaging - Labelling - Marking**

Supplier is responsible for the packaging which must be appropriate for the means of transport used and the Supplies transported, in accordance with current standards, applicable legislation and best practices and the conditions specified in the Agreement.

In all cases, the packaging must prevent any damage likely to affect the Supplies during its transport, handling and storage at the destination site. Supplies must be duly labelled and packaged, and the packages must be marked by Supplier in accordance with applicable legislation and the conditions specified in the Agreement.

### **6.3 – Security plan**

Supplier agrees to draw up, maintain, test and develop an emergency plan within the meaning of clause 6.1.2.3 of the IATF Standard 16949 to ensure continuity of supply should this be compromised for any reason whatsoever, including as a result of cyber-attacks. This emergency plan will be documented and presented to Customer by receipt of the initial samples (IS) at the latest and then during each change and, in any event, upon initial request from Customer. Customer reserves the right to audit the emergency plan at any time, to ask any questions and to request changes if the plan does not appear to sufficiently ensure continuity of supply.

## **7 – DELAYED PENALTY AND DAMAGES COMPENSATION**

Compliance with the deadlines, the delivery date and all the requirements of Customer are mandatory and constitute essential elements of the Agreement. Supplier undertakes to comply therewith regardless of the existence of a possible dispute with Customer, even on the applicable prices. When non-compliance with the delivery date or deadlines is foreseeable, Supplier must immediately inform Customer, in writing, of the importance of and reasons for such non-compliance. Where not otherwise stipulated in the Agreement, delayed penalty to be paid from Supplier to Customer are equal to 0.65% of the amount of the Agreement or the Order, per calendar day of delay, while the aggregate maximum amount of the delayed penalty shall be capped at 8% of the amount of the Agreement or the Order delayed in delivery. The payment of any delayed penalty whatsoever will not release Supplier from its obligation to perform the obligation in question. The invoicing and payment of delayed penalty does not affect Customer's right to claim from Supplier compensation for the entire amount of the direct, indirect and consequential damage caused as a result of the delay or breach and/or to terminate all or part of the Agreement and/or cancel any Orders, in accordance with the provisions of the clause "Termination". Further, Supplier shall indemnify and hold harmless Customer from and against all claims raised against Customer by Customer's customers, including OEMs, for reason that, due to Supplier's delay or breach, Customer failed to timely comply with its delivery obligations to its customers, including OEMs.

As termination is declared after formal notice only, liquidated damages are applied up to and including the date on which the final performance deadline set by this formal notice expires.

## **8 - REGISTRATIONS, APPROVALS, AUTHORISATIONS**

Supplier warrants that it, its staff and any Subcontractors and their staff validly hold all legal registrations, permits, approvals and authorisations required for the performance of the Agreement such as, in particular, authorisations and registrations with administrative authorities and registrations or certifications with professional bodies. Supplier shall submit these to Customer prior to the start of performance of the Agreement.

Should all or part of these registrations, approvals and authorisations be withdrawn from Supplier or any of its actual or potential Subcontractors or should they not be renewed, Supplier must inform Customer immediately. Customer then has the right to terminate all or part of the Agreement and/or cancel any Orders in accordance with the clause "Termination".

## **9 – REGULATORY COMPLIANCE**

Supplier declares that it is aware of and undertakes to comply and to ensure compliance by its Subcontractors with all applicable laws, regulations and practices, including all provisions relating to the fight against corruption and influence peddling, provisions relating to health, safety, the environment (in particular, EU regulations 1907/2006 (REACH) and 1272/2008 (CLP) as well as any respective laws and regulations of Vietnam, such as but not limited to the Anti-Corruption Law No. 36/2018/QH14, the Law on Occupational Safety and Hygiene No. 84/2015/QH13, the Law on Environmental Protection No. 70/2020/QH14), the fight against undeclared work (in particular, the Labour Code No. 45/2019/QH14 as well as any respective laws and regulations of Vietnam) as well as the application regulations

relating to data privacy (in particular, the Decree 13/2023/ND-CP on personal data protection as well as any other applicable laws, regulations and standards relating to personal information and data protection as well as data security).

## **10 – ACCEPTANCE OF THE SUPPLIES**

Customer will inspect the Supplies/Services in due time upon receipt for any discrepancies in quantity, incorrect deliveries, and externally visible damage. The inspection for compliance with the quantity and identity of the delivered goods is carried out at least on the basis of the delivery documents. Defects that cannot be detected within the scope of this inspection are deemed hidden defects. Save for the defects covered by the product quality warranty as provided for in clause 13, the notification of obvious defects will be deemed filed in a timely manner if it is sent to the Supplier within ten (10) calendar days of receipt of the Supplies/Services. Save for the defects covered by the product quality warranty as provided for in clause 13, the notification in the case of hidden defects will be deemed filed in a timely manner if it is sent to the Supplier within ten (10) calendar days of their discovery, latest however, unless otherwise provided for in the Agreement, within the contractual warranty period of thirty-six (36) months from the date of delivery by Customer to the OEM of the Supplies/Services.

For larger quantities, the inspection of the Supplies/Services by Customer is limited to representative random reviews. Defects which are not detected in these representative random reviews will be deemed hidden.

The absence of rejection or stipulation of reservations during delivery of and/or on payment for the Supplies/Service by Customer does not constitute acceptance. If the Supplies are expressly rejected, these are held available to Supplier at the place of delivery, at its liability and expense. In the event of rejection, and unless Customer decides otherwise in writing, the Supplies are, at the choice of Customer and at the expense and risk of Supplier, to be repaired or replaced by Supplier within no more than seven (7) calendar days following the rejection by Customer.

Notwithstanding anything to the contrary herein, in case of any non-conformity, defects, discrepancies or irregularities as stipulated and notified above, Supplier shall indemnify and hold harmless Customer from and against all direct, indirect and consequential losses incurred by Customer and, at Supplier's costs and at the choice of Customer, either promptly replace the defective Supplies/Services or make up the Supplies/Services in short, repair the defective products or reduce the purchase price accordingly. Customer will return all non-conforming Supplies/Services to Supplier if requested, at Supplier's risk and expense. For the avoidance of doubt, clause 13 remains unaffected.

## **11 - TRANSFER OF OWNERSHIP AND RISK**

The transfer of ownership of the Supplies/Services takes place as and when they are manufactured. Supplier undertakes to identify on behalf of Customer the Supplies/Services deliverable in performance of the Agreement as and when they are manufactured, so as not to combine these with its own stocks or other supplies deliverable to other customers. Supplier undertakes to require its Subcontractors to do the same.

Unless otherwise provided for in the Agreement, the transfer of risk occurs upon delivery of the Supplies, in accordance with the Incoterm indicated in the clause "Delivery", except in the event of refusal to accept delivery thereof as provided for in clause 10.

It is specified that Customer is the owner of all samples, models, prototypes and calibrations produced or carried out by Supplier for the performance of the Agreement. The transfer of their ownership and risk takes place according to the conditions stipulated above.

Should Customer lend to Supplier, for the performance of the Agreement, any tools or equipment which Customer owns or holds, or which belongs to an OEM, Supplier undertakes to comply with the provisions of the loan agreement for tool use which must be agreed between the Parties prior to the delivery of said tools or equipment to Supplier. If no agreement on lending for use has been signed, said tools or equipment are acknowledged by Supplier as belonging to Customer and Supplier undertakes to use the standard of care expected of a custodian.

## **12 - PRICE AND INVOICING - PAYMENT AND OFFSETTING CONDITIONS**

### **12.1 Price**

Unless otherwise stated in the Agreement, the prices stated in the Agreement are firm, fixed, final and not subject to revision and include, in particular, all fees and taxes. VAT applies in accordance with the regulations in force. Supplier is responsible for the establishment of its price and acknowledges and accepts that the rates and prices indicated in the Order are fair and include all risks. Supplier will therefore not subsequently claim any unilateral price increase for any reason whatsoever, regardless of the circumstances.

Despite the above, in the case where Customer imports goods from Supplier under the customs system of Vietnam, Customer shall be responsible for the customs clearance and pay the relevant import taxes.

### **12.2 Invoicing**

In case Supplier is incorporated in Vietnam, proper tax invoices (i.e., "GTGT/VAT") are drawn up by Supplier in accordance with the provisions of law and those set out in the Agreement and sent to the address indicated in the Purchase Order, separately for each Purchase Order. A list that shows the invoice numbers of the issued tax invoices (in the following referred to as "Invoice List") shall be sent together with the issued tax invoices. Reference numbers of the Agreement and the Purchase Order must be indicated for each tax invoice in the Invoice List. Tax invoices are issued in VND.

In case Supplier is incorporated outside of Vietnam, proper commercial invoices are drawn up by Supplier in accordance with the provisions of law and those set out in the Agreement and sent to the address indicated in the Purchase Order, stipulating the reference numbers of the Agreement and the Purchase Order. Invoices are issued in the currency stipulated in the Agreement.

### **12.3 Terms and conditions of payment**

Unless otherwise stipulated in the Agreement, invoices are payable sixty (60) days after the date of issuance of the invoice.

In the event of payment default, a payment default penalty will be payable by Customer from the first day of default. The rate of the payment default penalty will be equal to 0.05% of the outstanding amount per day, while the aggregate maximum amount of the payment default penalty shall be capped at 2%8% of the outstanding amount. The payment default penalty provides a fixed-rate compensation for Supplier and therefore Supplier may not claim any other amount from Customer on the basis of the payment default.

### **12.4 Offsetting**

Customer may offset any amounts owed by Supplier on any basis whatsoever against any amounts owed by Customer to Supplier in respect of the purchase of the Supplies.

## 13 – WARRANTY

### **13.1 - Purpose**

Supplier undertakes to inform, advise and warn Customer, regardless of its skills or knowledge, and to inform Customer of the nature and composition of the Supplies. Supplier will warn Customer about the risks related to the Supplies, in particular with regard to hygiene, safety and any other risk of danger.

Supplier warrants, on the basis of an absolute obligation, that it is entitled to dispose fully of the Supplies and that they are free of any liens, are new (except as expressly otherwise provided in the Order), and compliant with the description, specifications and initial samples mentioned in the Agreement. Supplier also warrants that the Supplies meet the objectives indicated by Customer and that they are free from any defects, including but not limited to any defects due to faulty materials or manufacturing.

Supplier undertakes to deliver Supplies in accordance with best practices, in such a way that the Supplies can be legally purchased, sold, used, transported or exported.

### **13.2 - Term and scope**

Unless otherwise provided for in the Agreement, the term of the contractual warranty is thirty-six (36) months from the date of delivery by Customer to the OEM of the Supplies/Service, whether or not integrated into a set or sub-set of components or parts made by Customer.

In addition, Supplier guarantees the Supplies and Services for the period indicated above, regardless of the place in which they are located, against any design, material or manufacturing defects and therefore undertakes to remedy any such defect, at its expense, within seven (7) calendar days of receipt of a request from Customer. The Supplier shall either repair or replace the defective Supplies/Service, at Customer's choice. All costs necessary for the repair or exchange of the defective Supplies/Service as well as the inspection costs will be borne by Supplier, including in particular, transport costs, insurance, tax, the removal and reinstallation of the defective Supplies/Services, associated checks, expert appraisal work, changes to the definition and/or implementation of the defective Supplies/Service, costs of qualification of the changes and cost supplements. In the event of a breach of this clause, Customer may substitute a third party for Supplier to remedy the reported defects, anomalies, or non-conformities at Supplier's expense and risk. In this event, Supplier must make available to the selected third party all documents and elements necessary for the performance of the Supplies/Service requested. Further, Supplier will indemnify and hold harmless Customer from and against any direct, indirect and consequential damage as well as from and against all claims of customers, including OEMs, and/or other third parties against Customer, by reason of defects, as well as for the full consequences of its failure.

Any replacement or repair of the Supplies under warranty gives rise to a new warranty of a duration equivalent to that of the initial warranty, starting from acceptance by Customer of the replaced or repaired Supplies.

It is specified that Supplier remains liable for all warranties and rights of Customer provided for in accordance with the applicable law and regulations.

Acceptance by Customer of the design, drawings, material, process or specifications does not release Supplier from the above-stated warranties.

### **13.3 - Availability of spare parts**

Supplier guarantees the prompt supply of all spare parts necessary for the proper functioning of the Supplies for a period of fifteen (15) years from the date of acceptance of the Supplies by Customer, unless otherwise stipulated in the Agreement. To this end, Supplier undertakes to keep the specific tools and equipment in good working order, as well as the corresponding manufacturing plans and ranges, until the end of the period stipulated above. The price applicable for these spare parts after the expiry of the contractual or legal warranty period is agreed between the Parties.

### **13.4 - End of life**

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

## 14 - HYGIENE, SAFETY AND THE ENVIRONMENT

When delivering the Supplies to the locations designated by Customer, Supplier must comply and ensure compliance by its employees, representatives or any Subcontractors with the rules in force on the site designated by Customer in terms of health, safety, working conditions and the environment as well as the applicable legislation and regulations in this field.

In the event of a breach of any of these rules, Supplier and/or its potential Subcontractors may be refused access to or asked to leave the place of delivery. The Supplier shall be liable for all consequences resulting from a violation of these rules, including the refusal of access to or removal from the place of delivery.

## 15 – AUDIT

At any time during the performance of the Agreement, subject to providing a seven (7) calendar day advance notice, Customer or its representative will have the right to carry out audits within the facilities of Supplier or its Subcontractors. It is understood between the Parties that in the event of a suspicion of personal data breach, security or cybersecurity incident or quality or delivery problem, the notice period will be forty-eight (48) hours.

These audits will cover compliance with all of Supplier's obligations, whether contractual, regulatory, normative or applicable to industry best practice.

Should the audit reveal non-compliance with the obligations set out in the Agreement, Supplier undertakes to put in place with immediate effect all corrective measures aimed at remedying this non-compliance.

These audits carried out by Customer do not in any way reduce Supplier's contractual liability, in particular with regard to the extent of its own controls, and do not affect Customer's right to reject all or part of the Supplies upon delivery. Supplier will fully cooperate with Customer (or the third party mandated by Customer for the performance of the audit), in particular, by granting access to all of its premises and facilities as well as any documentation or information.

Depending on the breaches noted and without prejudice regarding the rights of Customer or the actions it may take, Customer reserves the right to claim from Supplier all or part of the costs it has incurred for carrying out these audits/inspections.

## 16 - LIABILITY AND INSURANCE

### **16.1 - Liability**

Each Party is liable for any damage caused by itself, its employees, its representatives and/or its subcontractors to the other Party or to third parties as a result of the Supplies/Services and/or performance of the Agreement. It will guarantee the other Party and its insurers against any damage and/or liability that the other Party may come to bear in this respect.

Supplier is liable for any damage, direct, indirect or consequential, bodily, material or immaterial, consecutive or not, that Supplier itself or one of its Subcontractors may cause to Customer or to any third party as a result of the Supplies or the Services or the performance or non-performance of the Agreement.

Supplier undertakes to indemnify, defend and guarantee Customer against any direct, indirect or consequential damages, losses, costs and expenses incurred by Customer, in particular (but without limitation), the amounts invoiced by Customer's customers, including OEMs, to the Customer, the costs related to an interruption of production at the production sites of Customer or of Customer's customers, including OEMs, or the costs incurred as a result of any recall campaign or field action.

**Notwithstanding anything to the contrary set out herein, Customer shall, in any event, only be liable for damages and losses arising out of or in connection with the Agreement to the extent as caused by Customer's intentional or grossly negligent misconduct and to such reasonable amount actually incurred and proven by Supplier.**

**The above limitation shall not apply in case of personal injuries caused by Customer.**

#### 16.2 – Insurance

Supplier undertakes to take out, at its own expense, and maintain during the performance of the Agreement an insurance policy designed to adequately cover its liability under the Agreement and in particular the following insurance:

- insurance covering their third party "operations" and "post-delivery" liability, for material, immaterial and bodily damage, for an amount of at least VND 145 billion (VND 145,000,000,000) per claim (unless otherwise agreed between the Parties in writing).
- Automobile Third Party Liability insurance for the automobiles and self-propelled equipment used for the performance of the Agreement,
- insurance covering harm caused to its staff, when Supplier is located in a country where there is no legal system of social security coverage.

This insurance must include a component relating to the costs of a recall campaign or field action.

Before starting the performance of the Agreement, and then at any time at Customer's first request, Supplier undertakes to send Customer an insurance certificate certifying the existence of the insurance taken out, the capital insured, the guarantees, term and renewal of the policy(ies), in accordance with the standard certificate attached as an appendix to the Agreement. Supplier undertakes to notify Customer without delay in the event of the cancellation or modification of the insurance policy for any reason whatsoever.

The insurance figures indicated above do not constitute a limitation of liability for Supplier.

#### 17 - FORCE MAJEURE

If a Party is prevented from performing its obligations due to an event of force majeure, it must notify the other Party in writing within five (5) working days from the date of occurrence of its effects, providing all appropriate evidence, and indicating the impact on the current Order and the Agreement as well as the measures taken to limit the effect.

Force majeure shall mean any of the following events provided that their occurrence is objective, unforeseeable, unavoidable and irremediable despite the Parties having taken all necessary measures within their capabilities to prevent or mitigate the event: earthquake, storm, flood, fire or other acts of nature, war, riot, acts of terrorism, public disturbance, government actions or other events beyond the reasonable control of the Parties. For reasons of clarification, the Parties agree that a Party's economic loss or downturn as well as epidemics, pandemics, strikes and lockouts do not constitute and shall not be deemed to constitute an event of force majeure. The Parties further agree that a Party's delay or non-performance caused by the currently ongoing Coronavirus SARS-CoV-2 (COVID-19) epidemic/pandemic, or by its aftermath, does not constitute and shall not be deemed to constitute an event of force majeure.

The performance of that part of the Order directly affected by the event of force majeure is suspended. Performance resumes once the effects thereof have come to an end. Each Party must, as far as it is concerned, bear the consequences of the event of force majeure.

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

Under no circumstances will the variation in cost or in the availability of materials, components or services due to market conditions exempt Supplier from its liability in the event of breach of the Agreement, such situations being excluded from force majeure.

Should the event giving rise to the case of force majeure continue for more than fifteen (15) consecutive calendar days (or other time period as agreed in writing by the Parties), the Party against which the event of force majeure will be opposed may terminate the Agreement and/or cancel any Orders immediately and without liability or compensation due to such termination and/or cancellation. Supplier will however repay to Customer any amounts already paid in advance under the Agreement and/or Orders and not corresponding to Supplies already delivered on the date of the occurrence of the event of force majeure.

#### 18 - ASSIGNMENT / SUBCONTRACTING

##### 18.1 – Assignment and change of control

The Agreement has been entered into on an *intuitu personae* basis with regard to Supplier which has been selected in view of its quality and experience, and in consideration of its identity (shareholders and managers). Consequently, Supplier is not entitled to assign the Agreement to third parties, even partially, other than with the prior written consent of Customer. Customer may, at its discretion and without Supplier's consent, assign all or part of the Agreement to a company within its group, as referred to in clause 1.

In the event of a contribution to a company not controlled by Supplier, a merger with a company not controlled by the same company as the one holding control of Supplier or in the event of a change of control, Supplier must inform Customer immediately. Control means holding a majority of the shares conferring the right to vote or the right to appoint a majority of the members of the board of directors of another company. In the event of such a change of control, Customer may terminate the Agreement in whole or in part and/or cancel any Orders, by notifying its in writing, without being held liable due to such termination and/or cancellation and without such termination and/or cancellation being able to trigger payment of any compensation. The termination will be effective on the date indicated in the aforementioned termination notice.

Unless otherwise expressly stipulated, Supplier remains jointly and severally liable to Customer for the full performance of the Agreement.

##### 18.2 - Subcontracting

Supplier must not subcontract all or part of the performance of the Agreement other than with the prior written consent of Customer. Supplier in any event remains entirely liable to the Customer of the proper performance of the Agreement.

## **19 – TERMINATION**

### **19.1 - Termination for cause**

Customer may terminate all or part of the Agreement and/or cancel any Orders in the event of non-performance or poor performance by Supplier of any of the obligations incumbent thereupon, after formal notice having had no effect after a period of fifteen (15) calendar days from the date of receipt of the notification. The period of fifteen (15) days set out in the preceding paragraph is reduced to seven (7) calendar days in cases where Customer declares termination for repeated breaches or repeated inadequate performance by Supplier of one of its obligations. Supplier is liable to Customer for any harmful consequences due to such breaches.

Further, Customer may terminate all or part of the Agreement at any time by notice in writing without prior notice period if Supplier (i) ceases or announces its intention to cease to carry on its business; or (ii) enters into liquidation or is declared insolvent or bankrupt or is deemed to be insolvent or unable to pay its debts; or (iii) engages in any illegal or criminal conduct as defined under the applicable law.

### **19.2 - Termination for convenience**

Customer may at any time, by giving three (3) months' prior notice (unless otherwise agreed in good faith between the Parties) sent by notice in writing to Supplier, terminate all or part of the Agreement. Upon receipt of the notice, Supplier undertakes to carry out liquidation operations only on the terminated part of the Agreement in progress. Customer shall make a final payment to Supplier equal to the contractual value of the Supplies/Services performed or in progress and not paid on the day of termination. Such Supplies/Services and any remaining stock shall become the property of Customer on the day of Supplier's receipt of full payment therefor, minus any amounts potentially due to Customer by Supplier, in particular in respect of penalties or liquidated damages, and it being understood that the amount paid to Supplier in this respect may not exceed the amount of the Agreement. Supplier may not claim payment of any other amount on any basis whatsoever.

**19.3 – Termination by OEM** As stipulated in clause 4 or in the event of termination by an OEM, Customer may terminate the Agreement with Supplier by notice in writing with a notice period that will be equal to that from which Customer benefits in its relationship with the OEM minus fifteen (15) days. Supplier will then inventory its stock of raw materials and components dedicated to the performance of the Agreement, finished parts and work in progress which it will send to Customer within a maximum of fifteen (15) days. Customer will make its best efforts to obtain from the OEM total or partial payment for the same. If the OEM agrees to pay a specific amount, Customer will pay this to Supplier upon receipt of the funds from the OEM. Supplier may not claim payment of any other amount on any basis whatsoever.

### **19.4 Effects of the termination or expiry of the Agreement**

On the termination or expiry of the Agreement, for any reason whatsoever:

- Provisions which, by their nature, are intended to remain in force after the termination or expiry of the Agreement will remain in full force and effect.
- Supplier undertakes to return to Customer all goods belonging to the latter and/or made available to Supplier by Customer and, if Customer so requests, to transfer to Customer without delay the stocks of raw materials and parts, the work in progress and/or the finished or semi-finished Supplies in accordance with the contractual terms and conditions of the Agreement, or, if not specified, on the basis of justified actual costs.
- The termination or expiry of the Agreement shall be without prejudice to the accrued rights and obligations of the Parties, including but not limited to (i) the obligation to make payment of all amounts then or thereafter due and payable and (ii) claims of damages directly caused by the failure of a Party to fulfil its obligations under the Agreement.

### **19.5 Reversibility**

On expiry or in the event of the termination of all or part of the Agreement for any reason whatsoever, Supplier will complete the operations and actions necessary or useful in order to allow Customer, or any third party designated by Customer, to continue, after the termination or expiry of the Agreement, without interruption, with the delivery or performance of the Supplies/Services under optimal conditions. Supplier must, throughout the validity period of the Agreement, take all necessary measures to ensure reversibility according to the conditions stipulated above.

## **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 the "Prior Knowledge").

Supplier grants Customer, for the entire duration of their legal protection, worldwide, for all kinds of operation and in any field of application, in consideration of the payments due and as and when the Agreement is performed, the non-exclusive rights relating to the use, reproduction, representation, adaptation, modification, translation, manufacture by any means and on any medium of its Prior Knowledge necessary for the application of the Results, as defined below, as well as a right to sub-license and/or assign these rights to third parties.

### **20.2- Results**

The term "Result" means, without limitation, the results of work and Services, information, knowledge, inventions, know-how, software, databases, bundles, plans, documents, photographs, videos, designs, models, names, domain names, signs, logos, colours, graphics or other signs, models, prototypes, Supplies, processes and methods, regardless of the nature and/or medium, whether or not these can be protected by title or intellectual property rights, resulting from the performance of the Agreement by Supplier.

Supplier transfers to Customer, on an exclusive basis, in exchange for the payments due and as and when they are designed, full ownership of the Results including all intellectual property rights associated thereto, on a worldwide basis, even if they have not yet been communicated by Supplier to Customer, for the entire term of their legal protection. As such, Customer acquires without limitation for all kinds of operation and in any field of application, the rights relating to the use, reproduction, representation, adaptation, modification, translation, manufacture, distribution and commercial exploitation of all or part of the Results, via any existing or future means or medium.

### 20.3 – Infringement

Supplier declares that it is either the holder of all intellectual property rights relating to the Supplies or that it has obtained the necessary authorisations from the third parties holding these rights so that Customer can freely use or assign the Supplies, it being understood that the cost of these authorisations is included in the price of the Agreement.

Consequently, Supplier holds Customer harmless against any claim or action brought by third parties for infringement, parasitic action or unfair competition involving the Supplies and/or the Results. At the request of Customer, Supplier undertakes to become a party to any action that may be taken by a third party against Customer and to bear all the consequences, in particular financial consequences, that may result therefrom. Without prejudice to the rights of Customer and/or the actions that it would or could bring in the event of prohibition of use or exploitation, Supplier will endeavour, at its choice, at its own expense and within a timeframe compatible with the constraints of Customer, either to obtain for Customer the right to continue the use of the element subject to dispute, or to replace it with an equivalent element not subject to such a dispute, or to modify the same so as to avoid a dispute and without prejudice to the rights of and actions available to Customer. This guarantee survives completion, expiration or termination of the Agreement, for the duration of protection afforded by law to the assigned or granted rights to which it relates.

### 20.3 – Restriction on registration

Supplier shall neither in Vietnam nor abroad, directly or indirectly, apply for any patent or registration of any other intellectual property rights concerning any intellectual property rights of the Customer, including but not limited to any of the Customer's Prior Knowledge and any Results, neither in its own name nor in the name of any third party. Supplier shall, neither in Vietnam nor abroad, directly or indirectly, apply for registration of any trademarks, trade names or any other intellectual property rights which are the same as or similar to those of Customer.

## 21 - CONFIDENTIALITY

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Supplier is prohibited, other than with prior written consent of Customer, from communicating to third parties, directly or indirectly, any information of any nature whatsoever relating to or appearing in the Agreement which could be disclosed by Customer via any means whatsoever (in writing, orally or by any other method, in particular, via the provision of samples, models, by video, computer and photographic files) or which could have arisen from the performance of the Agreement, hereinafter, "Confidential Information".

Supplier warrants that Confidential Information is used for the sole purpose of performing the Agreement. Supplier undertakes (i) to protect the Confidential Information from any unauthorized disclosure, (ii) not to copy, reproduce or duplicate the Confidential Information either in whole or in part, (iii) to disclose the Confidential Information internally solely to those members of its staff who have a genuine need to know, informing them of the confidential nature thereof and of the corresponding obligations. As such, Supplier must ensure that these obligations are accepted and applied by its staff.

The obligations arising from this clause will remain in force for five (5) years after the end of the performance or the termination of the Agreement. On the date of completion or termination of the Agreement, Supplier must destroy or return the Confidential Information to Customer, without delay, without being able to claim any right of retention against Customer.

## 22 - REFERENCE TO CUSTOMER'S TRADEMARKS AND NAMES

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Supplier must not use or make reference to the corporate names, trademarks or logos of Customer's group without the prior written consent of the latter.

## 23 – GOVERNING LAW / DISPUTE RESOLUTION

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### 23.1 – Governing Law

This Agreement is governed by the laws of Vietnam. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

### 23.2 – Dispute Resolution

Any dispute arising out of or in connection with the Agreement or over its validity shall be resolved through friendly consultation. If no agreement can be reached within sixty (60) calendar days after the dispute has arisen, the dispute can only be submitted for arbitration to the competent court of Vietnam.

## 24 – EXPORT CONTROL / INTERNATIONAL SANCTIONS

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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.

## 25 – GENERAL PROVISIONS

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### 25.1 - Independence of the Parties

The Agreement is signed and concluded by and between independent parties. None of its provisions may be interpreted as granting any Party power or mandate to act in the name of the other Party or as forming any kind of association, joint venture or company between the Parties.

### 25.2 - Severability

The Agreement shall to the greatest extent possible be interpreted in such a manner as to comply with the applicable laws. However, if any provision hereof is, notwithstanding such interpretation, determined to be or to become invalid or unenforceable, or if there is an omission, the remaining provisions of the Agreement shall remain to be binding upon the Parties. The Parties agree to replace any such invalid or unenforceable provision by a valid and enforceable one which comes as close as possible to the original purpose and intention of the invalid or unenforceable provision. In the event of an omission, a provision which corresponds with

the purpose and intention of what would have been agreed between the Parties, if the matter had been considered at the outset, shall be deemed to have been agreed.

**25.3 - Waiver**

The failure by one of the Parties to require the performance of a provision of the Agreement cannot be interpreted as a waiver of such provision.

**25.4 - Language**

These General Terms and Conditions of Purchase (T&Cs) are in both English and Vietnamese languages. Both language versions shall be equally authentic. In case of discrepancies between the two language versions, the English language version shall prevail.