

## 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/Service from Supplier. Orders can either be closed or open. 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. A closed order refers to any order other than an open order.

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

**Contract:** All contractual documents, including any amendments thereto, which govern the relationship between Supplier and Customer relating to the Supplies and/or the Service. The Contract 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) the foregoing T&Cs of Purchase, the Fundamental Purchasing Principles, the Logistics Manual, and also the Supplier Manual applicable to the Supplies/Service

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

**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 and the agreed Contract are the result of contractual negotiations between the Parties. They apply to any Order placed by Customer with Supplier.

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 in writing, signed by the Parties.

## 3 – ENTRY INTO FORCE AND TERM

The Agreement comes into force on the date indicated herein. Supplier shall sign the Purchase Order within forty-eight (48) hours of its receipt. If the Supplier does not return the signed Order within the above-mentioned period, the Customer reserves the right to cancel the Contract without any liability whatsoever being attributed to him by sending to the Supplier a notification to this effect within 7 (seven) days following the aforementioned cancellation. It is understood that the following shall be deemed to be an acceptance 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 48 (forty-eight) hour period provided that the Customer chooses not to exercise its right to cancel the Purchase Order in accordance with the above stated terms.

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

The forecast delivery requirements for Supplies potentially communicated to Supplier have 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, pass on such reductions to the Supplier without any impact on the prices initially agreed between the Parties, and
- In the event of production stoppage, terminate the Agreement in accordance with the terms of clause 19.3 "Termination due to termination by the OEM"

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 cover its own costs resulting from the referred 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 7 (seven) consecutive days following Customer's request, a technical and commercial offer responding to Customer's request, accompanied by the corresponding supporting documents, including technical specifications. 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 in accordance with the clause "Termination".  
Supplier may not modify the Supplies/Service other than with Customer's 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 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 delivery 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 this delay are the sole responsibility of the 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 standards in force, applicable legislation and best practice and, more generally, 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, but not limited to, 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 is not sufficient to ensure continuity of supply.

## **7 – LIQUIDATED DAMAGES**

Compliance with the deadlines, the delivery date and all the requirements of Customer are mandatory and constitute fundamental and 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 anticipated, Supplier must immediately inform Customer, in writing, of the importance of and reasons for such non-compliance. Where not otherwise stipulated in the Contract, liquidated damages resulting for the Customer shall be equal to 0.65% of the amount of the Contract or Order for each calendar day of delay, up to a limit of 10% of the amount of the Contract or Order. The payment of any liquidated damages whatsoever will not release Supplier from its obligation to perform the obligation in question. The invoicing and payment of liquidated damages does not affect Customer's right to claim from Supplier compensation for the entire amount of the damage caused as a result of the delay or breach and/or to terminate automatically and without formal notice all or part of the Agreement, in accordance with the provisions of the clause "Termination".

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 benefit from all legal registrations, approvals and authorisations required for the execution of the Contract such as, in particular, authorisations and registrations with administrative authorities and registrations, licences or certifications with professional bodies. Supplier undertakes to submit this documentation to Customer prior to the commencement of the execution of the Contract, as well as all documentation that Customer deems necessary for the execution of the Contract and/or Order.

Should all or part of these registrations, approvals and authorisations be withdrawn, for any reason, from Supplier or any of its potential Subcontractors or should they not be renewed, Supplier must inform Customer immediately. The Customer then has the right to terminate all or part of the Contract automatically, without formal notice in accordance with the clause "Termination".

## **9 – REGULATORY COMPLIANCE**

The Supplier declares that they are aware of, and undertake to comply with and ensure the compliance of its subcontractors with, all applicable laws, regulations and practices, including, but not limited to, all provisions relating to anti-corruption and trading in influence, provisions relating to health, safety, the environment (in particular, EU Regulations (EC) No 1907/2006 (REACH) and No 1272/2008 (CLP)), as well as all the rules of the Labour Code, as well as the regulations relating to data privacy, in particular, to Regulation (EU) No 2016/679 (GDPR), on the protection of individuals with regard to the treatment of personal data and free movement.

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

Customer shall make its best efforts to report to Supplier any apparent defects in the Supplies/Services as soon as possible from when their detection is possible according to the usual course of operations.

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 of the supply. If the Supplies are expressly rejected by the Customer, these are held available to Supplier at the place of delivery, at its total 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, repaired or replaced by Supplier within no more than seven (7) concurrent days following the rejection by Customer.

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

The transfer of ownership of the Supplies/Service takes place during the manufacturing process. Supplier undertakes to identify on behalf of Customer the Supplies/Service deliverable in fulfilment 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 or conclusion of the service, 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 further agreed that Customer is the owner of all samples, models, prototypes and calibrations produced or carried out by Supplier for the fulfilment of the Contract. The transfer of their ownership and risk occurs 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 all 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/or Supplier undertaking 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 tax. VAT applies in accordance with the legislation 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 costs and risks. Supplier will not therefore claim any unilateral price increase subsequently for any reason whatsoever, regardless of the circumstances.

### **12.2 Invoicing**

Invoices are drawn up by Supplier in accordance with the applicable legal provisions and those set out in the Agreement, on behalf of Customer, and sent to the address indicated in the Purchase Order, quoting the Contract and Purchase Order numbers. Invoices are issued in the currency stipulated in the Agreement.

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

Unless otherwise stipulated in the Agreement, invoices shall be paid 60 (sixty) days after the date of issue of the invoice.

In the event of payment default, a payment default penalty will be payable by Customer from the first day of default, as well as a fixed compensation for recovery costs set at 40 Euros. The payment default penalty will be equal to 3 (three) times the statutory interest rate in force on the first day of payment default, which will be applied on the amount of the payment default. The increased statutory interest 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 is obliged to warn Customer about the risks related to the Supplies, in particular with regard to hygiene, safety and any other risk and/or 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 provided in the order), and compliant with the description, specifications and initial samples mentioned in the Contract. Supplier also warrants that the Supplies meet the objectives indicated by Customer and that they are free from any defects.

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 36 (thirty-six) 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 7 (seven) consecutive 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 costs of inspection and all those which are within the scope of rectifying the defect shall be borne by the Supplier, including in particular, but not limited to, 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, qualification costs of amendments and cost supplements. In the event of a breach of this clause, Customer may substitute the Supplier with a third party 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. The Supplier will have to indemnify the Customer for any damage suffered as a result of the defect, as well as for any and all consequences resulting from the 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 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 15 (fifteen) years from the date of acceptance, 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, in writing, 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 6 (six) 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 commits to assist Customer in its search for a substitute supplier or substitute products. If the Supplier fails to do so it will be in breach of the Contract, assuming all the legal consequences of the breach, including any damages that the Customer may claim.

## **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, hygiene 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 be asked to leave, the delivery site, without the Supplier or any of its representatives being able to oppose it. The Supplier shall be liable for all consequences resulting from a violation of these rules, including, but not limited to, 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 7 (seven) concurrent days' 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 48 (forty-eight) 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 at their own expense.

These audits carried out by Customer do not in any way reduce or omit 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 commits to 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 they may take, Customer reserves the right to claim from Supplier all or part of the costs incurred for carrying out these audits/inspections, with no opposition from the Supplier.

## **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 and/or performance of the Agreement. Each of the Parties and their respective insurers undertake to guarantee any damage and/or liability that the other Party may sustain within the scope of the contractual relationship.

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

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

### **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 5,500,000 Euros (five million, five hundred thousand Euros) per claim, in writing (unless otherwise agreed between the Parties).
- 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 the recall campaign.

Before commencement of the Contract, 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, by immediately delivering the new insurance certificate that will have to respect the above mentioned.

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 5 (five) working days from the date of occurrence of its effects, providing all appropriate evidence, and indicating the impact on the current Order as well as the measures taken to limit the effect.

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 variation in the cost or availability of materials, components or services due to market conditions or any other market related issues/matters relieve the Supplier of its liability in the event of a breach of the Contract, such situations and any others that are not considered by applicable law as "Force Majeure" are excluded from Force Majeure.

Should the event giving rise to the case of force majeure continue for more than 15 (fifteen) 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 Contract immediately and by operation of law without any kind of liability or compensation. Supplier will however repay to Customer any amounts already paid in advance under the Agreement 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 assign all or part of the Contract to a company within its group, as referred to in clause 1

In the event of a contribution by 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 Contract in whole or in part, by notifying its decision via registered letter with acknowledgement of receipt, without being held liable and without the Supplier being able to claim any type of liability from the Customer for such termination, and such termination shall not trigger the payment of compensation. The termination will be effective on the date indicated in the aforementioned letter.

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 for the proper performance of the Agreement.

## **19 - TERMINATION**

### **19.1 - Termination for fault**

The Customer may terminate the Contract, in whole or in part, in the event of total or partial non-performance or defective performance by the Supplier of any of its obligations, after 15 (fifteen) calendar days from the date of receipt of the formal notice sent by the Customer to the Supplier.

The period of 15 fifteen days set out in the preceding paragraph is reduced to 7 (seven) consecutive days in cases where Customer declares termination for repeated breaches or repeated inadequate performance by Supplier of any one of its obligations.

Supplier is liable to Customer for any harmful consequences originating in or arising from such breaches.

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

Customer may at any time, by giving 3 (three) months' notice (unless otherwise agreed, in writing and in good faith between the Parties) sent by recorded delivery letter with acknowledgement of receipt 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 receipt by Supplier of full payment by the same, minus any amounts potentially due to Customer by Supplier, in particular in respect of penalties, 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/or on any terms whatsoever.

**19.3 – Termination by the OEM** In the event of termination by the OEM, Customer will terminate the Agreement with Supplier with a notice period that will be equal to that from which Customer benefits in its relationship with the OEM minus 15 days. Supplier will then conduct an inventory of its stock of raw materials and components dedicated to the execution of the Contract, finished parts and work in progress which it will send to Customer within a maximum of 15 (fifteen) 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/or on any terms whatsoever.

### **19.3 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 duly justified actual costs in writing.

### **19.4 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 considered useful by the Customer in order to allow Customer, or any third party designated thereby, 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 agreed that the cost of these authorisations is included in the price of the Contract and no additional amount will be due for the same.

Consequently, Supplier considers Customer free of blame against any claim or action brought by third parties for infringement, "parasitic" action or unfair competition involving the Results. At the request of the Customer, the Supplier undertakes to become a party to any action, legal or otherwise, that may be taken by a third party against the Customer and to bear all consequences, in particular financial consequences, that may arise therefrom, including any and all costs of the procedure/action/litigation. 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 termination of this Agreement, for the duration of protection afforded by law to the assigned or granted rights to which it relates.

## **21 - CONFIDENTIALITY**

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 Contract which could be communicated, disclosed, transmitted 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 execution of the Contract, 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 5 (five) years after the end of completion or termination of the Contract. On the date of completion or termination of the Contract, Supplier must destroy or return the Confidential Information to Customer, without delay, without the power to claim any right of retention whatsoever against Customer.

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

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 / JURISDICTION**

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

The Parties will make every effort in good faith to resolve the dispute through negotiations before resorting to litigation.

If no negotiated agreement can be reached within 60 (sixty) concurrent days of the opening of the negotiations, any dispute relating to the formation, interpretation, performance or non-performance of this Agreement will be submitted to the competent Court, to which the Parties grant exclusive jurisdiction even in the event of third-party proceedings or multiple defendants, except for urgent proceedings involving a claim for interim relief, summary proceedings.

## **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.

## **25 – GENERAL PROVISIONS**

### **25.1 - Independence of the Parties**

The Agreement is signed 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 or company between the Parties.

### **25.2 - Severability**

Any provision of the Agreement which becomes void pursuant to any law, regulation or court order will be deemed unwritten. However, the other provisions of the Agreement will remain in force.

### **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.