



**ARTIFEX INTERIOR SYSTEMS LIMITED
PURCHASE ORDER TERMS AND CONDITIONS**

November 2024 Version

1. Formation; Offer; Acceptance; Exclusive Terms.

A. Each purchase order, together with these Terms and Conditions (“Order”) is an offer by Artifex Interior Systems Limited, a company registered in England and Wales with company number 05611434 and registered address Building 2 Elmdon Trading Estate, Bickenhill Lane, Solihull, West Midlands, England, B37 7HE (“Purchaser”) to the party to whom such Order is addressed and such party’s applicable affiliates and subsidiaries (“Seller”) to enter into the agreement it describes and it shall be the complete and exclusive statement of such offer and agreement. An Order does not constitute an acceptance by Purchaser of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order.

B. A contract is formed when Seller accepts the offer of Purchaser. Each Order shall be deemed accepted by Seller on the earlier of: (i) shipment of goods, performance of services or commencement of work on goods; (ii) written acknowledgement to the Purchaser; or (iii) any other conduct of Seller consistent with Seller’s intention to contract pertaining to the subject matter hereof.

C. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Order to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No purported acceptance of any Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Purchaser and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller’s proffered terms or conditions are accepted in a physically signed writing (a “Signed Writing”) by a Purchaser’s Procurement Director or their expressly authorized designee identified as such (collectively "Purchaser’s Authorized Representative"), notwithstanding Purchaser’s acceptance of or payment for any shipment of goods or similar act of Purchaser. The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Seller that is inconsistent with these Terms and Conditions.

D. In the event of a conflict between the Order and any prior or contemporaneous agreement or document exchanged between Purchaser and Seller, the Order governs.

E. All Orders, contracts and other documents provided under or in connection with an Order or contract shall be drafted in the English language. If any Order, contract or other document is translated into any other language than English, the English language text shall prevail. The Purchaser shall not be bound by any statement or representation made in any language other than English to the maximum extent permitted by law. This Section 1.E shall not apply to any translation of any terms prepared by the Purchaser which shall apply provided that the English language version of such terms shall prevail.

2. Applicability of Terms and Conditions.

A. These terms and conditions, as may be amended from time to time (the “Terms and Conditions”), are incorporated in and a part of each Order. These Terms and Conditions apply to the purchase by Purchaser of all goods (“Goods”) and/or services (“Services”), as applicable, from Seller as described on the face of each Order and accepted by Seller either expressly writing or tacitly as described in Section 1B above (collectively, “Deliverables”) or on any document expressly referenced on the face of such Order describing such Deliverables. The term “Goods” throughout these Terms and Conditions includes, without limitation, raw materials, components, intermediate assemblies, tooling, molds, equipment and end products and the term “Services” throughout these Terms and Conditions includes, without limitation, all services, whether or not performed in connection with any of the foregoing items. Certain of the Terms and Conditions apply only to particular types of Goods or Services, but only where expressly limited to those types of Goods and/or Services.

B. These Terms and Conditions apply to all Sellers under an Order, including, without limitation, any Seller that is a Directed Supplier. A “Directed Supplier” is any Seller from which Purchaser has been requested or

recommended to procure Deliverables at the direction or suggestion of Purchaser's customer and/or the ultimate Original Equipment Manufacturer ("OEM") customer, if different (collectively, the "Customer") (including through co-sourcing arrangements), or when, due to a Customer's product description, specification or other limitation, Purchaser is limited to such Seller for the Deliverables required. Each Seller that is a Directed Supplier acknowledges the applicability of these Terms and Conditions and agrees to be bound by these Terms and Conditions, including, without limitation, the World Class Supplier requirements under Section 7 and the payment terms under Section 34.

C. Each Order also incorporates by reference Purchaser's Supplier Requirements Manual, Tooling Guidelines, EDI Specifications, Logistic Requirements, Customs Requirements, Packaging Guidelines, Code of Conduct, Global Information Security Practices Policy, and all other manuals, guidelines, policies, specifications, terms, conditions and requirements available from time to time under the heading "Web Guides" accessible through supplier links at Purchaser's web site at www.artifexinteriorsystems.com or any successor website (together, the "Web Guides"). All Web Guides will be construed, to the extent possible, as consistent and cumulative with these Terms and Conditions; provided, however, that if such construction is unreasonable, then these Terms and Conditions shall govern in the event of any conflict. Purchaser may modify any Web Guides or add additional Web Guides, at any time, by posting notice of such modified or new Web Guides through supplier links at Purchaser's web site at www.artifexinteriorsystems.com or any successor website at least ten (10) days prior to any modified or new Web Guides becoming effective. Seller shall review Purchaser's website and the Web Guides periodically. Seller's continued performance under the Order without providing written notice to Purchaser in accordance with Section 50 detailing Seller's objection to any modified or new Web Guide prior to the effective date of such modified or new Web Guide will be subject to and will constitute Seller's acceptance of such modified or new Web Guide.

D. The Terms and Conditions that are applicable to each Order are the Terms and Conditions that are in effect on the issue date shown on the later of the Order or any Order amendment applicable to such Order, in which case the Terms and Conditions will apply to each such Order, as amended, in its entirety. The Web Guides that are applicable to each Order are the Web Guides most recently published at Purchaser's website at www.artifexinteriorsystems.com.

E. No exception to, deviation from, or waiver of these Terms and Conditions shall be valid or binding on Purchaser unless specified on the face of an Order or Order amendment or made in a Signed Writing by a Purchaser's Authorized Representative.

3. Documents used in Purchasing. The following documents may be used by Purchaser as a part of Purchaser's sourcing and purchasing process. Except as otherwise (i) expressly provided in one of the following documents enumerated in subsections A through J that has been signed by a Purchaser's Authorized Representative or (ii) expressly provided on the face of the Order, the Order supersedes all such documents in their entirety.

A. Long Term Agreement ("LTA"). This is an agreement relating to price reductions that also is used, in some cases, as an indicator for eligibility to quote on certain business.

B. Supply Agreement ("SA" or "ISA"). This is an agreement that provides relationship terms between Seller and Purchaser including agreed upon price changes and that also is used, in some cases, as an indicator for eligibility to quote on certain business. Where a Supply Agreement expressly provides that it is not superseded by an Order, as described above, these Terms and Conditions (including, without limitation, Seller's World Class Supplier provisions and Purchaser's termination rights) will govern all purchases of Deliverables by Purchaser from Seller under Supply Agreement except as otherwise expressly provided therein.

C. Joint Development Agreement ("JDA"). This is an agreement between Purchaser and another party to develop jointly a specific product or technology.

D. Letter of Intent ("LOI"). This is an agreement by which Purchaser agrees to be liable for certain expenses associated with the acquisition by a third party of long lead time items, normally tooling or equipment. Such an agreement is binding on Purchaser only if it (1) expressly states that it is binding and (2) contains a stated maximum liability and a limited duration.

E. Request for Quotation ("RFQ"). This is an introductory step in potentially generating an offer from Purchaser to Seller contained in an Order. It may include Volume and Duration Projections (See Section 6) and specifications for the Deliverables being quoted.

F. Engineering Change Notice (“ECN”). This is an alternative introductory step in potentially generating an offer from Purchaser to Seller contained in an Order. It may include Volume and Duration Projections (See Section 6) and specifications for the Deliverables being quoted.

G. Quotation. Following the RFQ or ECN, this is generally the next step in generating the offer from Purchaser to Seller contained in the Order. It also may include Volume and Duration Projections (See Section 6) and may reference projected prices.

H. Order. The Order describes the Deliverables being purchased, specifies the name and address of the Purchaser and Seller and incorporates these Terms and Conditions. In accordance with Section 1, each Order constitutes Purchaser’s offer to Seller to enter into the agreement it describes and is the complete and exclusive statement of such offer and agreement. Each Order is either a Spot-buy Order, a Blanket Order or a requirements contract Order depending on the quantity and duration specified on the face of the Order. A “Spot-buy Order” is a one-time Order for a specific quantity of Deliverables. A “Blanket Order” is an Order for Deliverables in accordance with the firm quantities and delivery schedules specified in Schedules issued by Purchaser pursuant to the Order. A requirements contract Order is an Order for all or a designated portion of Purchaser’s requirements for Deliverables for a specified period of time in accordance with the firm quantities and delivery schedules specified in Schedules issued by Purchaser pursuant to the Order. All references to an “Order” shall mean the initial Order, as amended by any Order amendments issued by Purchaser.

I. Schedule. This is a schedule by which Purchaser (i) specifies the firm quantity of Deliverables that Seller is to deliver to Purchaser on at least a weekly basis, (ii) authorizes material fabrication, and/or (iii) authorizes the purchase of raw materials/components, each for the period specified therein. The Schedule indicates the firm quantity of Deliverables and/or the firm quantity of raw materials/components, as applicable, for which Purchaser is liable to Seller and that Seller is obligated to provide to Purchaser for the period specified therein. For the avoidance of doubt, and notwithstanding any statement to the contrary whether included in a Schedule or otherwise, the Purchaser’s liability to purchase from the Seller in respect of the Schedule, and therefore the Purchaser’s “firm” purchase commitment shall be limited to: (i) the purchase of, and payment of the price in respect of, the quantity of Deliverables stated in the Schedule to be delivered within the next three (3) weeks of the Schedule; and (ii) the Seller’s reasonable actual cost of the raw materials/components purchased by the Seller in contemplation of manufacture or production of the stated quantity of Deliverables to be delivered in the subsequent six (6) weeks. The Schedule may also provide a forecast of the quantity of Deliverables that will be ordered beyond the firm quantity amount but any such forecast is not binding on Purchaser or Seller.

J. Order amendment. This is an amendment to the Order issued by Purchaser on Purchaser’s purchase order form through Purchaser’s standard purchasing protocol to reflect an amendment or modification to the Order.

4. Duration. Except where a different end date is specified on the face of the Order or any Order amendment, and subject to Purchaser’s termination rights, the duration of the Order is the period commencing on the issue date shown on the face of the Order or Order amendment and continuing for the length of the production life of the applicable OEM vehicle program(s) for which the Deliverables covered by such Order are supplied (including model refreshes or program extensions) as determined by the applicable OEM customer. Seller’s obligations under these Terms and Conditions with respect to service and replacement parts will survive the termination or expiration of the Order or any Order amendment.

5. Quantity.

A. The quantity applicable to each Order and its duration are specified on the face of the Order. The quantity specified may be for up to one hundred percent (100%) of Purchaser’s requirements for the Deliverables. For all Blanket Orders and requirements contract Orders, Purchaser shall issue a Schedule (see Section 3.I) to specify the quantities needed, delivery locations, and dates. Seller acknowledges and agrees that, notwithstanding anything in any Order to the contrary, Seller is obligated to provide Deliverables to Purchaser in at least the quantity and for at least the period specified in any Schedule. A Schedule will specify a firm quantity of Deliverables and/or a firm quantity of raw materials/components that Purchaser will be responsible for in the event of termination (see Section 18.B). Schedules may include Volume and Duration Projections (see Section 6), but Schedules are only binding upon Purchaser for, and Purchaser will have no obligation or liability beyond, the quantity specified as firm in the Schedule. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm Schedule amounts provided by Purchaser and accepted by Seller either expressly in writing or tacitly as described in Section 1B above.

B. Unless the Order specifically provides that Seller shall be exclusively appointed to produce one hundred percent (100%) of Purchaser's requirements for the Deliverables, Purchaser shall have the right to obtain the same or similar Deliverables from another third-party source or from Purchaser's internal sources at any time and at Purchaser's discretion.

6. Volume and Duration Projections. From time to time and in connection with quotations, requisitions and Orders, Purchaser may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Deliverables and/or the term of a program ("Volume and Duration Projections"). Volume and Duration Projections, unlike a Schedule for a firm quantity, are not binding on Purchaser. They also are not evidence of a requirements contract. Seller acknowledges that the Volume and Duration Projections, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or later. Purchaser makes no representation, warranty, guarantee or commitment of any kind or nature, express or implied, regarding any Volume and Duration Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Volume and Duration Projections may not be accurate, and that actual volume or duration could be less than or greater than the projections. Seller acknowledges that this risk, and possible reward, is an aspect of the automotive industry.

7. World Class Supplier Requirements. Seller must provide world-class competitive Deliverables in terms of *cost* (see Section 8), *quality* (see Section 9), *delivery* (see Section 10), *technology* (see Section 11) and *customer support* (see Section 12) (the "World Class Supplier" requirements). Each reference to World Class Supplier in these Terms and Conditions and in any other document or agreement between Purchaser and Seller incorporates by reference each of the foregoing elements (cost, quality, delivery, technology and customer support) and all of the conditions, provisions and requirements pertaining to such elements in these Terms and Conditions. Seller's failure to meet the requirements of a World Class Supplier is a basis for Purchaser's immediate termination of the Order under Section 18.A.

8. Cost.

A. Prices charged for Deliverables listed on the Order are not subject to increase, including specifically any increase based upon changes in raw material or component pricing, labor or overhead or fluctuations in foreign exchange rates, unless specifically agreed to by Purchaser on the face of an Order amendment or in a Signed Writing by Purchaser's Authorized Representative.

B. Seller represents that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller agrees that any price reduction implemented by Seller for any Deliverables or related charges will apply to all shipments of such Deliverables under the Order or any Order amendment from and after Seller's implementation of the price reduction.

C. Seller shall ensure that the price charged to Purchaser for Deliverables remains competitive with the price for similar goods or services available to Purchaser from other sellers.

D. All taxes, tariffs, duties or other assessments of any kind levied by any federal, state, municipal, foreign, or other governmental authority that Seller is required to collect or pay with respect to the production, sale, purchase, delivery, storage, processing, use, consumption, shipment, import or export of any Deliverables or any materials or components used by Seller in connection with its performance under the Order shall be the responsibility of Seller. Seller agrees to pay all such taxes, tariffs, duties or other assessments and further agrees to reimburse Purchaser for any such payments made by Purchaser.

E. Seller agrees to participate in Purchaser's cost savings and productivity programs and initiatives and to implement Seller's own cost savings and productivity programs and initiatives to reduce Seller's costs.

9. Quality.

A. Seller will promote continuous quality improvement in the manufacture, production and distribution of the Deliverables. Seller shall meet all quality requirements of Purchaser and all quality requirements of Purchaser's Customer, including, but not limited to, the applicable plans relating to ISO9001:2015, IATF16949, TS 16949, ISO 14001, VDA standards (or their current equivalents), and the various OEM End of Life Vehicle ("ELV") reporting and other requirements, in each case as amended or updated from time to time.

B. Seller agrees to participate in Purchaser's quality and development program(s) and to comply with all quality requirements and procedures specified by Purchaser as revised from time to time. Based on Purchaser's assessment of responsibility, Seller may be held responsible for any and all costs associated with quality issue investigation, containment and Remedial Actions on account of Deliverables provided by Seller to Purchaser (including third party activities identified and initiated by Purchaser). Seller is obligated to provide any and all reasonable support requested by Purchaser to address immediately and correct concerns regarding the quality of Deliverables provided. Seller shall provide additional resources, as necessary and as identified by Purchaser, to support product development, process development, validation (including without limitation, AIAG standards, Level 3 (or its current equivalent) PPAP, VDA standards), production launch, or any issue that may jeopardize the success of the manufacture or assembly of any Deliverables or of the program.

C. Seller must ensure overall equipment (shared and specific) and plant capacity are adequate to meet Purchaser's needs. Ongoing capacity analysis must account for at least: scrap variation, downtime, maintenance, and other Customer requirements. Each production process must successfully complete a Run-at-Rate. The Run-at-Rate must demonstrate that Seller's production process can produce in less than 24 hours at least one day's quantity of acceptable quality Deliverables to satisfy Seller's Capacity Planning Volume ("CPV"). Purchaser is not obligated to pay Seller any incremental costs as long as the Schedule quantities do not exceed Seller's CPV. The requirement for capacity and the CPV is not a volume, program or other commitment by Purchaser.

D. Seller is responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, and ongoing supervision to assure all Deliverables provided to Purchaser conform to all specifications, standards, drawings, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Order.

E. For all Deliverables, in addition to any other applicable warranties, Seller shall provide the warranties specified in Section 13.

10. Delivery.

A. Deliveries shall be made both in quantities and at times specified on the Order or on Schedules furnished by Purchaser. Time and quantity of delivery are of the essence of each Order. Seller shall adhere to shipping directions specified on the Order or Schedules. Purchaser shall not be required to make payment for Deliverables delivered to Purchaser that are in excess of firm quantities and delivery schedules specified in Purchaser's Schedules. Purchaser may change the rate and/or quantity of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of Deliverables covered by any Order. With each delivery, Seller shall be deemed to have made the representations, warranties and covenants with respect to its financial and operating condition provided in Section 15.

B. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in an Order (including where specified in a Schedule) shall be Seller's sole responsibility, unless the delay or expense was solely the result of Purchaser's negligence and Seller provides Purchaser with notice of any claim against Purchaser within ten (10) days after the occurrence of the alleged negligent action of Purchaser giving rise to such claim.

C. Notwithstanding and delivery terms, Incoterms or similar language on the face of the Order or any agreement concerning payment of freight expenses or delivery location for purposes of determining transfer of title and risk of loss with respect to any Deliverables, delivery shall not have occurred and title and risk of loss shall not have passed to Purchaser until the Deliverables have been delivered to Purchaser's "Ship To" location identified on the face of the Order and have been accepted at that facility.

11. Technology.

A. If Purchaser furnishes or supplies Seller with any designs, drawings, specifications, blueprints or other materials that contain Purchaser's Intellectual Property Rights or other proprietary information, Seller shall not disclose or use for the benefit of Seller or others such designs, drawings, specifications, blueprints or other material including any copies thereof, except as approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by Purchaser's Authorized Representative.

B. Each of Purchaser and Seller and/or its Affiliates shall retain its rights in its Background IPR.

C. Seller shall grant and hereby grants Purchaser an irrevocable, non-exclusive, royalty-free, worldwide licence to use or otherwise freely exploit its Background IPR and to grant sub-licences to any third parties to the extent that such Background IPR may hinder or prevent: (i) the supply of the Goods or otherwise limit Buyer's freedom to use the Goods as it sees fit or; (ii) the performance of the Services or otherwise limit Purchaser's freedom to exploit the results of the Services.

D. Purchaser shall grant and hereby grants Seller a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit its Background IPR, including the right to make or use products or services incorporating the Background IPR, for the sole purpose of performing the Services and supplying the Goods. Any licence so granted shall not include the right to sell products or services incorporating the Background IPR to any third parties, nor to sub-license the Background IPR to any third parties, except as strictly required to enable any sub-contractors to supply Goods and/or provide Services, or with the express prior written consent of Purchaser.

E. In the event that Foreground IPR (including without limitation Deliverables, inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable) arises or is created during the term of the Order and in connection with the Deliverables or as a result thereof whether by Purchaser or Seller individually or jointly by Purchaser and Seller, it is hereby acknowledged and agreed that all such Foreground IPR, the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country, and all Intellectual Property Rights and other rights arising therefrom, shall be the sole and absolute property, in equity and law, of Purchaser.

F. Purchaser shall grant and hereby grants Seller a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit the Foreground IPR, including the right to make or use products or services incorporating the Foreground IPR, for the sole purpose of performing the Services and supplying the Goods. Any licence so granted shall not include the right to sell products or services incorporating the Foreground IPR to any third party nor to sub-license the Foreground IPR to any third parties except with the express prior written consent of Purchaser.

G. Seller shall promptly notify Purchaser of the creation of any and all Foreground IPR promptly following its coming into existence and shall provide full details of same to Purchaser. Such details shall include all information including know-how necessary to adequately protect the Foreground IPR. Seller shall provide such assistance, and undertake such acts, as reasonably requested by Purchaser in order to ensure that full title to all Foreground IPR vests in Purchaser.

H. Notwithstanding anything in Section 11(F) above, on termination of the Order for any reason whatsoever, Seller shall at its expense do and execute and shall procure that its employees and any subcontractor and its employees engaged in the provision of the Deliverables execute any further thing or document as may be required by Purchaser to give effect to Section 11.

I. Purchaser shall bear full and sole responsibility (including costs) for the filing, prosecution and maintenance of applications for the protection of the Foreground IPR.

J. In relation to Intellectual Property Rights Seller warrants that:

- (1) it does not hold any rights under any Intellectual Property Rights (other than its Background IPR) which may directly or indirectly hinder or prevent the performance of the Services or provision of the Goods or otherwise limit Purchaser's or Customer's freedom to exploit the results of the Services or use of the Goods;
- (2) all Intellectual Property Rights in the Deliverables are original to Seller and do not incorporate any Intellectual Property Rights of any third party;
- (3) there are no Intellectual Property Rights (other than its Background IPR) which would be infringed or misused by the performance of the Services or the exercise or exploitation of the results of the Services or use of the Goods; and
- (4) it is able to provide the Services and supply the Goods for use by Purchaser without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Services and provide the Goods without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking.

K. For the avoidance of doubt, it is hereby acknowledged and agreed that the charges set out in each Order include any and all costs as may be incurred in procuring the right to use or otherwise exploit the Intellectual Property Rights of any third party to the extent that such third party rights are used or included in the provision of the Goods and Services or the results of the Goods and Services and which may directly or indirectly hinder or prevent (i) the performance of the Services, or the exercise or exploitation of the results of the Services; or (ii) the supply of the Goods or otherwise limit Purchaser's and its Affiliates and Customer's freedom to use the Goods.

L. All Deliverables shall be owned by Purchaser, and shall be considered work made by Seller as agent for Purchaser. Purchaser shall have all right, title and interest, including but not limited to all right to obtain copyright, patents or other protections, in and to such Deliverables and any works used as a basis for creating such Deliverables. Neither Seller, its Affiliates or its sub-contractors or any other party who has copyright to any works comprising any Deliverables, shall object to modification and/or translation of the Deliverables by Purchaser.

M. Allocation of ownership to the right to file the applications referred to in Section 11(H), and any Intellectual Property Rights arising therefrom if granted and any other intangibles referred to in Section 11(H) among Purchaser and its Affiliates shall be in accordance with the terms of the Order (including these terms and conditions).

N. Nothing in these terms and conditions shall be construed as conferring upon Purchaser or Seller a right to use in the course of trade or apply any trade mark, trade name or design of the other, whether now existing or created subsequently to the Order unless written permission is given by the other. Any user rights so granted must be subject to a separate licence agreement upon the terms to be agreed between Purchaser and Seller.

O. Seller shall defend, indemnify, keep indemnified and hold harmless Purchaser and its Affiliates, their respective officers, directors and employees and Customers, in full against all losses, liability, damages, costs and all expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgements on a full indemnity basis) arising out of or in connection with any claims, demands, actions or legal proceedings, alleging infringement of any Intellectual Property Rights in connection with the Goods and Services, including infringement arising out of compliance with specifications or instructions provided by Purchaser except where such infringement arises solely as a result of Purchaser's design or specification (where Purchaser is solely responsible for such design or specification) subject to the following conditions:

- (1) Purchaser shall promptly notify Seller in writing of any such claim or alleged claim of which it has notice and shall not make any admissions without the prior written consent of Seller;
- (2) Purchaser, at the expense of Seller, shall allow Seller to conduct and settle all negotiations and litigation resulting from any such claim provided that such settlement is not likely to have a negative impact on Purchaser's reputation;
- (3) at all times in relation to the claim Purchaser shall, at Seller's cost, act in accordance with the reasonable instructions of Seller and at the request of Seller afford all reasonable assistance with all negotiations and litigation; and
- (4) any legal costs awarded to Purchaser as a result of any litigation in relation to the claim are to be for the account of Seller and if paid to Purchaser shall to the extent incurred by Seller be paid without deduction by Purchaser to Seller promptly after receipt by Purchaser.

P. Seller waives any claim or other right or action against Purchaser and its Affiliates, their respective officers, directors and employees and Customers, whether known or unknown, contingent or latent, in any way related to a claim or action asserted against Seller or Purchaser for infringement of any Intellectual Property Rights, including any claim or action arising out of compliance with any specification furnished by Purchaser except to the extent such infringement arises solely as a result of Purchaser's design or specification (where Purchaser is solely responsible for such design or specification).

Q. In the event that Seller is involved in a claim or alleged claim of which it has notice with a third party in connection with Intellectual Property Rights relating to the Deliverables, Seller shall promptly notify Purchaser in writing, providing full details of the claim or alleged claim.

R. In these Terms and Conditions:

- (1) “Background IPR” means any Intellectual Property Rights of either Purchaser or Seller which are in existence as at the date of the relevant Order or which are developed independently of the Deliverables.
- (2) “Foreground IPR” means means any Intellectual Property Rights, including without limitation inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable, which arise or are created by Purchaser and/or Seller (and/or Seller’s subcontractors) during the term of the Order and in connection with the Deliverables as a result thereof;
- (3) “Intellectual Property Rights” means any patent, utility model, registered design, unregistered design right, copyright (including any right in computer software), database right or topography right and any trade secret, trade mark, service mark, trade or business name, goodwill and rights in confidential information and know-how and any associated or similar rights (whether or not any of these are registered and in all cases including applications for registration of any such thing).

12. Customer Support.

A. Seller shall support all supplier initiatives of Purchaser and support Purchaser in meeting the initiatives of its Customers, including by providing such information or disclosure, complying with such requirements, standards, policies or laws, certifying such compliance and doing all other things as Purchaser deems necessary or desirable and within Seller’s control to enable Purchaser to meet Purchaser’s obligations under the terms, conditions and requirements of Purchaser’s Customers (“Customer Terms”). Seller acknowledges that it is familiar with the automotive industry and applicable Customer Terms. Upon Seller’s written request, Purchaser shall cooperate with Seller to explain to Seller any applicable Customer Terms.

B. Seller acknowledges that Purchaser may incorporate the Deliverables into goods or services that Purchaser sells to its Customer. Seller agrees, as part of the consideration hereunder, that it is bound, in favor of Purchaser, by the applicable Customer Terms. If there is any conflict between the Customer Terms and any provisions of the Order, Purchaser shall have the right to have the provisions of the Customer Terms prevail to the extent necessary or desirable to resolve such conflict. Seller will defend, indemnify, keep indemnified and hold harmless Purchaser and its affiliates in full from any and all claims, demands, losses, suits, damages, costs, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgements on a full indemnity basis) asserted by or alleged by Purchaser’s Customer relating to or caused by Seller’s failure to meet the Customer Terms, including any Customer Terms that exceed the requirements of or conflict with the terms of the Order.

13. Warranty.

A. Seller represents and warrants that all Deliverables covered by each Order will conform to all specifications, standards, drawings, samples or descriptions furnished to or by Purchaser, and all industry standards, laws and regulations in force in countries where Deliverables are to be used or sold (including any country where vehicles equipped with the Goods or benefitting from Services may be sold or used) and that all Deliverables will be merchantable, of good quality, material and workmanship, produced with reasonable skill and care and free from defects (including defects in design, material and workmanship). In addition, Seller acknowledges that Seller knows of Purchaser’s intended use and expressly warrants that all Deliverables covered by each Order will be fit and sufficient for the particular purpose intended by Purchaser, including specified performance in any component, system, subsystem or vehicle location specified by the Purchaser and the environment in which the Deliverables are or reasonably may be expected to perform.

B. Seller represents and warrants that, for all Deliverables under the Order, Seller shall convey good title to Purchaser, free and clear of all liens, claims or other encumbrances. To the extent that lien is implied under law, Seller hereby waives any and all rights to enforce any such lien on or over the Deliverables (or any part thereof).

C. All warranties for Deliverables installed or used in a vehicle by Purchaser or Purchaser’s Customer will be effective for the longer of (i) the period provided by applicable law, or (ii) the warranty period provided by Purchaser to its Customer provided, however, in the event that Purchaser or its Customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods, or any parts, components or systems incorporating the Goods, are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service

action (a “Remedial Action”), the warranty shall continue for such time period as may be dictated by Purchaser's Customer or the federal, state, local or foreign government where the Goods are used or provided and Seller shall fully comply with the requirements under this Section 13.

D. The warranty period for Deliverables to be used as service or replacement parts in vehicles manufactured by Purchaser or Purchaser’s Customer or for any Deliverables which are installed, used or sold as accessories for used vehicles, shall begin on the date of delivery of the Deliverables and will be effective until the later of: (i) the date on which the period of any warranty provided by the Purchaser to the Customer for such Deliverables ends; (ii) the date on which any vehicle or parts warranty given by the Customer ends; or (iii) the period provided by applicable law.

E. Unless otherwise specified in writing or in an Order, the warranty period for any Deliverables not covered by Section 13.C or Section 13.D shall be the longer of one (1) year after final acceptance by Purchaser or the period stated in Seller's sales materials.

F. All warranties are intended to provide Purchaser with protection from any and all warranty claims brought against Purchaser by its Customer. This includes, but is not limited to, meeting any warranties required or specified by any Customer relating to the Deliverables in question or products or vehicles into which the Deliverables are incorporated. All such Customer-required warranties are incorporated by reference and shall be deemed warranties given by Seller under these Terms and Conditions. Where the Customer makes any change to the warranty applicable to any product or vehicle into which the Deliverables are incorporated, Purchaser will promptly notify Seller of the change as part of a Signed Writing.

G. Seller represents and warrants that it will provide the Services with the experience, diligence, due skill and care expected of an experienced and best practice company in the provision of the type of Services as are within the scope of the Order, and shall carry out all responsibilities in accordance with recognised professional standards.

H. Seller represents and warrants that the Deliverables will comply with all applicable laws and regulations in force in the countries where the Deliverables are to be supplied and/or used by Purchaser including but not limited to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

I. Seller warrants that it shall observe, comply with and embody in the supply of the Deliverables all relevant legislation (including statutory requirements) and undertake compliance with all relevant codes of practice and conduct, including British, European and Purchaser notified standards in the supply of the Deliverables.

J. Seller warrants that it will use its best efforts to ensure that its systems, equipment and any other item necessary to perform its obligations under the Order will not be affected by any error, interruption or other adversity (save in the event of any error, interruption or other adversity directly arising due to Purchaser's wilful misconduct), and that should any such event occur Seller can demonstrate that proper contingency actions are in place to ensure that the Deliverables can be delivered within the terms of the timescales and deadlines for the delivery of the Deliverables.

K. Seller’s warranty and any rights of Purchaser to make a claim under it will be effective even if Purchaser has accepted all or a portion of the Deliverables.

L. The following communications shall each constitute notice of breach of warranty under the Order: (i) any communication specifying a defect, default, claim of defect or other problem or quality issue with Deliverables sold under the Order; (ii) any communication to Seller claiming that Seller's Deliverables are in breach of any warranty or that Seller is in default under the Order; and (iii) a termination notice from Purchaser under Section 18.A. Any such claim of breach by Purchaser may only be rescinded in writing by an authorized member of Purchaser's Legal Department.

M. To mitigate its damages, Purchaser may fully defend any claim from any Customer that any Goods supplied by Seller are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements because such Customer may attempt to hold Purchaser responsible for problems caused in whole or in part by Seller. Seller and Purchaser agree that this defense is in the interest of both Seller and Purchaser. Seller hereby waives any argument that Purchaser taking any such action in any way limits Purchaser’s right to assert a claim against

Seller for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the Customer's claim of defect, breach of warranty or otherwise.

N. In the event that Seller wishes to participate in any of the negotiations with Purchaser's Customer regarding any of the foregoing or any related litigation or defense of any such claim, then in each case that Seller receives notice of default or claim of breach, Seller shall give Purchaser prompt notice of its request to participate in accordance with Section 43, which notice shall describe with particularity the details of the alleged default or breach.

O. Notwithstanding the expiration of the warranty period set forth in Section 13.J, Seller shall nonetheless be liable for costs and damages associated with the conduct of any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the Deliverables fail to conform to the warranties set forth in the Order. Where applicable, Seller shall pay all reasonable expenses associated with determining whether a Remedial Action is necessary. Purchaser and Seller agree that any Remedial Action involving Deliverables for Purchaser shall be treated separately and distinctly from similar Remedial Actions of other goods of Seller; provided that such separate and distinct treatment is lawful and Seller shall in no event fail to provide at least the same protection to Purchaser on such Deliverables as Seller provides to its other customers in connection with such similar Remedial Actions.

14. Changes.

A. Purchaser reserves the right at any time to direct changes, or cause Seller to make changes, to the Deliverables under any Order or Order amendment, including, but not limited to, changes in the design (including drawings and specifications), materials, processing, methods of packing and shipping and the date or place of delivery of the Deliverables covered by the Order or to otherwise change the scope of the work covered by the Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Order unless (i) Seller provides Purchaser with written notice in accordance with Section 43 of a claim for adjustment to time for performance or cost within ten (10) days after Purchaser's notice to Seller of the change and (ii) after auditing such claim, Purchaser determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under an Order must be solely and directly the result of the change directed by Purchaser and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Purchaser to verify such claim. Purchaser shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Seller shall consider and advise Purchaser of the impact of a design change on the system in which the Deliverables covered by the Order are used. Nothing in this Section 14 shall excuse Seller from proceeding with the Order as changed.

B. Without the prior approval of Purchaser on the face of an Order amendment or in a Signed Writing by Purchaser's Authorized Representative, Seller shall not make any changes to any Order or the Deliverables covered by the Order, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Order, (ii) the facility from which Seller or such supplier operates, (iii) the location from which any of the Deliverables covered by the Order are shipped, (iv) the price of any of the Deliverables covered by the Order, (v) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Order; (vi) the fit, form, function, appearance, performance of any Deliverables covered by the Order; or (vii) the production method, or any process or software used in the production or provision of any Deliverables under the Order. Any changes by Seller to any Order or the Deliverables covered by the Order without the prior approval by Purchaser on the face of an Order amendment or in a Signed Writing by Purchaser's Authorized Representative shall constitute a breach of the Order.

15. Financial and Operational Condition of Seller.

A. Seller represents and warrants to Purchaser as of the date of each Order (which representations and warranties shall be deemed repeated as of the date of Seller's acceptance of each Schedule under the Order and at the time of each delivery under the Order) that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Seller to Purchaser concerning Seller is true and accurate; that such financial information fairly represents Seller's financial condition; and that all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

B. Seller shall permit Purchaser and its representatives to review Seller's books and records concerning compliance with each Order and Seller's overall financial condition and agrees to provide Purchaser with full and complete access to all such books and records for such purpose upon Purchaser's request. Seller further agrees to allow Purchaser to audit Seller's then-current security policies, architectures, standards, rules and procedures that relate to any Order and/or any Deliverables. Seller agrees that, if Seller experiences any quality, delivery or operational problems under any Order, Purchaser may, but is not required to designate a representative to be present in Seller's facilities to observe Seller's operations. Seller agrees that, if Purchaser provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under any Order, Seller shall reimburse Purchaser for all costs, including attorneys' and other professionals' fees, incurred by Purchaser in connection with such accommodation and shall grant a right of access to Purchaser to use Seller's premises, machinery, equipment and other property necessary for the production of Deliverables covered by such Order (and a lien to secure the access right) under an access and security agreement.

16. Seller Insolvency. Purchaser may immediately terminate all or any part of each Order without any liability of Purchaser to Seller upon the occurrence of any of the following or any other similar or comparable, event (each, a "Seller Insolvency"): (i) insolvency of Seller; (ii) Seller's inability to promptly provide Purchaser with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under any Order; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver or trustee for Seller; or (vi) execution of an assignment for the benefit of creditors of Seller; or (vii) any accommodation by Purchaser (financial or other) that is necessary for Seller to fulfill its obligations under any Order.

17. Remedies for Breach by Seller.

A. The rights and remedies reserved to Purchaser in each Order, including, without limitation, the rights of entry, reclamation and inspection under Section 23, shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the generality of the foregoing, should any Deliverables fail to conform to the warranties set forth herein or fail to meet any of the conditions of a World Class Supplier under Section 7, Purchaser shall notify Seller and Seller shall, if requested by Purchaser, reimburse Purchaser for any costs, expenses, damages or losses suffered or incurred by Purchaser, including, but not limited to, special, incidental and consequential damages caused by such breach of warranty or nonconforming Deliverables, including, but not limited to, costs, expenses and losses incurred by Purchaser (a) in inspecting, sorting, testing, repairing or replacing such nonconforming Deliverables or any system or component that incorporates such nonconforming Deliverables; (b) resulting from production interruptions, (c) in conducting Remedial Actions, and (d) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Deliverables. If requested by Purchaser, Seller shall, without charge to Purchaser, administer and process warranty charge-backs for nonconforming Deliverables in accordance with Purchaser's directions. Seller acknowledges and agrees that money damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of any Order by Seller with respect to its delivery of Deliverables to Purchaser and that, in addition to all other rights and remedies which Purchaser may have, Purchaser shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

B. In addition, notwithstanding the foregoing, Seller acknowledges that shutting down Purchaser's or Customer's plant creates issues for which money damages are not a sufficient remedy. While the cost of a plant shutdown may easily generate substantial costs, the damages to Purchaser's relationship with Purchaser's Customer through potential loss of goodwill or business, and other damages which are equally difficult to calculate, are far worse. Because of these risks, in the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller (including without limitation, any commitment related to being a World Class Supplier), Purchaser may, without notice to Seller, re-source the production of Deliverables from Seller to another supplier or dual source any of the Deliverables covered hereby (i.e., have another supplier produce or be prepared to produce Deliverables being produced by Seller), to protect Purchaser and its Customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Purchaser's Customer, Purchaser is justified in initiating and transferring business without notice to Seller.

C. Seller understands that the re-sourcing of business during a program, while not desirable, is a part of the automotive business and is an acknowledged risk to Seller in the industry. Purchase may make a decision to re-source or dual-source at any time in Purchaser's sole discretion, and Seller acknowledges that even the risk of Seller's financial or operational uncertainty, in light of the huge risks to Purchaser and Purchaser's Customer, is an example of

a justified reason to move production, without notice, and that any incidental or related activity by Purchaser is understandable and reasonable.

D. Notwithstanding anything to the contrary contained in any Order, Purchaser does not release any claim against Seller that is based in whole or in part on any fraud or duress in connection with the Order or any breach or anticipatory breach of the Order or any other Order between Purchaser and Seller (even if that Order relates to other products).

18. Termination.

A. **Purchaser's Right to Terminate for Breach.** Purchaser reserves the right to terminate immediately all or any part of each Order, without any liability of Purchaser to Seller if Seller: (i) repudiates, breaches or threatens to breach any of the terms of the Order including, without limitation, Seller's warranties and World Class Supplier provisions; (ii) fails to perform or deliver Deliverables as specified by Purchaser ; or (iii) fails to provide Purchaser with adequate and reasonable assurance of Seller's ability to perform in a timely fashion any of Seller's obligations under any Order, including, without limitation, delivery of Deliverables; or (iv) if Purchaser terminates for breach any other Order issued by Purchaser to Seller in accordance with the terms of such other Order (whether or not such other Order is related to the Order). Termination under Section 18.A.(ii) or (iii) shall take effect if Seller does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Purchaser specifying the failure or breach

B. **Purchaser's Right to Terminate for Convenience.**

(1) In addition to any other rights of Purchaser to terminate each Order, Purchaser may at its option, immediately terminate all or any part of the Order at any time and for any reason by giving at least thirty (30) days' written notice to Seller.

(2) Upon receipt of notice of termination pursuant to this Section 18.B, Seller, unless otherwise directed in writing by Purchaser, shall (i) terminate immediately all work under the Order; (ii) transfer title and deliver to Purchaser the usable and merchantable finished Deliverables, work in process, and raw materials/components that Seller produced or acquired in accordance with firm Schedule amounts under the Order and which Seller cannot use in producing goods or services for itself or for others; (iii) settle all claims by subcontractors approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by a Purchaser's Authorized Representative, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (iv) take actions reasonably necessary to protect property in Seller's possession in which Purchaser has an interest and (v) upon Purchaser's request, cooperate with Purchaser in effecting the re-sourcing of the Deliverables covered by the Order to an alternative supplier designated by Purchaser.

(3) Upon termination of any Order by Purchaser under this Section 18.B, Purchaser shall pay to Seller the following amounts without duplication: (i) the Order price for all finished and completed Goods or performed Services that conform to the requirements of the Order and which have not previously been paid for; (ii) Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components transferred to Purchaser in accordance with subsection 18.B(2)(ii) hereof; (iii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by a Purchaser's Authorized Representative in the absence of termination, and (iv) Seller's reasonable actual cost of carrying out its obligations under subsections 18.B(2)(iv) and 18.B(2)(v). Purchaser shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges resulting from termination of the Order or otherwise. Notwithstanding anything to the contrary, Purchaser's obligation to Seller upon termination under this Section 18.B shall not exceed the obligation Purchaser would have had to Seller in the absence of termination.

(4) Within twenty (20) days after the effective date of termination under this Section 18.B, Seller shall furnish to Purchaser its termination claim, together with all supporting data which shall consist exclusively of the items of Purchaser's obligation to Seller that are listed in subsection

B(3). Purchaser may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

C. No Termination Right by Seller. Because Purchaser's commitments to its Customers are made in reliance on Seller's commitments under each Order, Seller has no right to terminate or otherwise suspend performance under all or any part of any Order for any reason, including without limitation Seller's insecurity regarding Purchaser's performance except where expressly agreed in a Signed Writing by Purchaser and subject to such conditions and notice period as Purchaser may specify. In the event of any dispute between Seller and Purchaser arising out of, or in connection with, any Order, Purchaser and Seller will work to resolve the dispute in good faith; provided, however, that no such dispute shall excuse Seller's obligation to provide Purchaser with a continuous, uninterrupted supply of Deliverables in accordance with the terms of the Order.

D. Transition of Supply. Upon the expiration or earlier termination of any Order for whatever reason, Seller agrees to take such action as may be reasonably required by Purchaser to accomplish the transition from Seller to an alternative seller, including, without limitation the actions set forth below. The term "alternative seller" expressly includes, but is not limited to, a facility owned or operated by Purchaser or its Affiliates.

(1) Seller shall provide all notices necessary or desirable for Purchaser to resource the Order to an alternative seller.

(2) Seller shall continue the uninterrupted production and delivery of Deliverables covered by the Order, at the prices, quantities and on the other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Purchaser to complete the transition to any alternative seller chosen by Purchaser, including by providing a sufficient bank of Deliverables, as determined by Purchaser, to ensure that the transition to any alternative seller chosen by Purchaser will proceed smoothly.

(3) Seller shall return to Purchaser all Bailed Property and any other property furnished by or belonging to Purchaser or any of Purchaser's Customers in as good as condition as when received by Seller, reasonable wear and tear excepted.

(4) Seller shall, at Purchaser's option, (i) assign to Purchaser any or all supply contracts or orders for raw material or components relating to the Order, (ii) sell to Purchaser, at Seller's cost, any or all inventory and work in process relating to the Order and (iii) sell to Purchaser, at the unamortized portion of the cost of such items, less any amounts Purchaser previously has paid to Seller for the cost of such items, any or all Seller's Property relating to the Order (see Section 22).

E. Upon the expiration or earlier termination of any Order, Seller, unless otherwise directed by Purchaser at Purchaser's sole option, will:

(1) terminate promptly all work under an Order;

(2) transfer title and deliver to Purchaser the finished Deliverables, the work in process, unfinished Goods, finished and/or draft Deliverables, and the materials which Seller produced or acquired in accordance with an Order, and which Purchaser agrees to acquire;

(3) verify/settle all claims by sub-contractors for actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Seller's possession or control is ensured;

(4) take actions reasonably necessary to protect property in Seller's possession or control in which Purchaser has an interest until disposal instruction from Purchaser has been received; and/or

(5) upon Purchaser's reasonable request, cooperate with Purchaser in effecting orderly resourcing of the Deliverables (as applicable) to a different supplier whilst minimising any disruption to Purchaser's business.

F. Termination of the Order, however arising, shall not affect Purchaser's or Seller's rights, remedies, obligations or liabilities that have accrued up to termination.

19. Limitation of Damages.

A. In no event shall Purchaser be liable to Seller for: (i) loss of profits; (ii) loss of revenue or business; (iii) loss of use or corruption of software, data or information; (iv) loss of or damage to goodwill; or (v) special, incidental or consequential damages. This limitation of liability provision applies notwithstanding the type of the Order (including, without limitation, Spot-buy Orders, Blanket Orders or requirements contract Orders). Purchaser's total aggregate liability under each Order for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from such Order or the Deliverables under that Order is the lower of: (i) the Reasonable Obsolescence, if any, created by the event giving rise to the claim; or (ii) an amount equal to 100% of the price actually paid by Purchaser to Seller for the Deliverables under the Order. Purchaser and Seller agree that "Reasonable Obsolescence" means the following amounts without duplication: (i) the Order price for all finished and completed Deliverables that conform to the requirements of the Order and not previously paid for; (ii) Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components which would be transferred to Purchaser in accordance with Section 18 and that are covered by outstanding firm Schedules from Purchaser; and (iii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved in a Signed Writing by a Purchaser's Authorized Representative in the absence of termination limited to the amount of the firm quantities of Deliverables and raw materials/components specified in Schedules issued by Purchaser that are currently outstanding.

B. Purchaser shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, recoupment of investment, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges resulting from termination of the Order or otherwise.

C. Notwithstanding anything to the contrary and subject to the limitations in Section 3.I, Purchaser's obligation to Seller upon termination of any Order shall not exceed the obligation Purchaser would have had to Seller in the absence of termination of such Order. Any claim in respect of or in relation to termination of an Order must be submitted within 90 days of the date of termination. In no circumstances save where expressly agreed by Purchaser will the Purchaser have any liability to Seller in respect of termination for or in respect of: (i) lost profits; (ii) unabsorbed overhead; (iii) capital investment; (iv) interest expense; (v) product development and engineering costs; (vi) facilities and equipment rental or purchase or rearrangement costs; (vii) unamortised depreciation costs; (viii) penalties or general or administrative charges; or (ix) indirect or consequential losses.

D. Nothing in this Section 19 shall limit any liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any liability that cannot legally be limited.

20. Assignment. Seller shall not assign or delegate any of its duties or obligations under any Order without the prior consent of Purchaser on the face of an Order or Order amendment or in a Signed Writing by a Purchaser's Authorized Representative, which consent may be withheld in Purchaser's sole discretion. Any direct or indirect change in the control or management of Seller (where "control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression "change in control" shall be interpreted accordingly) shall be deemed an assignment under the Order which requires the prior consent of Purchaser. Seller may assign its claims for amounts due from Purchaser under any Order as collateral security for indebtedness of Seller, but Purchaser shall not be required to pay the assignee until Purchaser receives written notice of the assignment, a true copy of the assignment and a release from Seller reasonably acceptable to Purchaser. Any such assignment shall not prohibit Purchaser from enforcing its rights against Seller or the assignee, including, without limitation, Purchaser's rights to setoff and recoupment under Section 35, all of which rights of Purchaser against Seller or assignee are senior to any rights of such assignee. Purchaser may freely assign to any third party its rights and obligations under any Order without the consent of Seller.

21. Bailed Property.

A. All supplies, materials, molds, machinery, equipment, patterns, tools, dies, jigs, fixtures, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout, consigned material for production or repair and other items furnished by Purchaser or Purchaser's Customer, either directly or indirectly, to

Seller or to any sub-supplier of Seller in connection with or related to any Order, or for which Seller has been reimbursed by Purchaser or Purchaser's Customer (collectively, "Bailed Property"), shall be and remain the property of Purchaser (unless the Purchaser has transferred title to the Bailed Property to its customer) and shall be held by Seller on a bailment at-will basis. Seller shall bear the risk of loss of and damage to the Bailed Property and Seller, at its own expense, shall keep such Bailed Property insured for the benefit of Purchaser, naming Purchaser as the loss payee and additional insured. The Bailed Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of the Order; shall be deemed to be personal property; shall be conspicuously marked by Seller to identify it as the property of Purchaser (or the Purchaser's customer, as the case may be) and indicate Purchaser's (or the Purchaser's customer, as the case may be) name and address; shall not be commingled with the property of Seller or with that of a third person and shall not be moved from Seller's premises without the prior approval by Purchaser on the face of an Order or Order amendment or in a Signed Writing of a Purchaser's Authorized Representative. Seller, at its expense, shall maintain, repair and refurbish Bailed Property in first class condition. All replacement parts, additions, improvements and accessories for such Bailed Property shall automatically become Purchaser's property upon their incorporation into or attachment to the Bailed Property. Seller shall provide Purchaser, upon Purchaser's request, with a written inventory or other accounting of all Bailed Property.

B. Seller agrees that Purchaser has the right, at any time, with or without reason and without payment of any kind to retake possession of or request return of any or all Bailed Property, without the necessity of obtaining a court order. Upon the request of Purchaser, the Bailed Property shall be immediately released to Purchaser or delivered to Purchaser by Seller, either (i) F.O.B. transport equipment at Seller's plant (Incoterms 2020), properly packaged and marked in accordance with the requirements of the carrier selected by Purchaser to transport such property, or (ii) to any location designated by Purchaser, in which event Purchaser shall pay to Seller the reasonable cost of delivering such Bailed Property to such location. Seller's failure to release or deliver any item of Bailed Property to Purchaser at the end of the bailment, as directed by Purchaser, will (1) be a breach of the Order, and (2) subject Seller to liability for, among other things, conversion and responsibility for all costs and expenses, including actual attorneys' fees, incurred by Purchaser to recover such Bailed Property. Seller waives any objection to Purchaser's repossession and removal of any Bailed Property for any or no reason, including bankruptcy or insolvency proceedings. Purchaser shall have the right to enter onto Seller's premises at all reasonable times to inspect the Bailed Property and Seller's records with respect thereto. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any of the Bailed Property for work performed on such property, for the purchase price of any Deliverables or otherwise. To the extent any intellectual property rights owned by or licensed to Seller is embodied in, or is otherwise necessary for the intended use of, any Bailed Property, Seller hereby grants to Purchaser a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of any Bailed Property, to use such intellectual property rights. Seller agrees that any missing components of or inserts to any Bailed Property shall be replaced by Seller at current costs.

C. Seller acknowledges and agrees that (i) Purchaser is not the manufacturer of the Bailed Property nor the manufacturer's agent nor a dealer therein; (ii) Purchaser is bailing the Bailed Property to Seller for Seller's benefit; and (iii) Seller has inspected the Bailed Property and is satisfied that the Bailed Property is suitable and fit for its purposes, and (iv) PURCHASER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Purchaser will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Bailed Property, including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other indirect, special or consequential damages.

D. Seller authorizes Purchaser to file a financing statement or similar document with the appropriate filing authority to give notice of Purchaser's ownership interest in the Bailed Property. Failure to file such document will not alter or amend Purchaser's ownership rights to the Bailed Property. Seller shall provide Purchaser, upon Purchaser's request, with a written inventory of all Bailed Property.

22. Seller's Property. Unless otherwise agreed to by Purchaser and Seller in a written agreement signed by both a Seller and a Purchaser's Authorized Representative, Seller, at its expense: shall (i) furnish, (ii) keep in good condition, and (iii) replace when necessary all Seller's Property (hereinafter defined). Seller hereby grants Purchaser an irrevocable option to purchase, free and clear of all liens, claims and other encumbrances, any or all of Seller's supplies, materials, molds, machinery, equipment, patterns, tools, dies, jigs, fixtures, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout and other items necessary for the

production of the Deliverables under any Order (collectively, "Seller's Property") that are specially designed or configured for manufacture or assembly of Deliverables under the Order upon Purchaser's payment of the unamortized portion of the cost of such items of Seller's Property, less any amounts Purchaser previously has paid to Seller for the cost of such Seller's Property. Seller shall permit Purchaser to audit Seller's records to verify the amount due for any of Seller's Property. This option will not apply to any of Seller's Property that is used by Seller to produce a substantial quantity of like products for other customers of Seller which cannot readily be obtained by Seller's customer(s) from third parties unless, at Purchaser's election upon exercise of the option, Seller assigns to Purchaser and Purchaser or its designee assumes Seller's Property during the period subsequent to the sale of Seller's Property to Purchaser. Seller shall cooperate with Purchaser's reasonable requests for information regarding any such obligation to Seller's other customer(s) and to effect such assignment and assumption. Purchaser's right to exercise the option under this Section 22 is not conditioned on a breach by Seller or Purchaser's termination of the Order.

23. Rights of Entry, Reclamation and Inspection. Purchaser and its representatives shall have the right to enter Seller's facility during normal business hours or, in the event of a Seller shutdown, at reasonable times, to inspect the Deliverables, facility, systems, processes, goods and services, inventories, work in process, materials and any property of Purchaser covered by each Order and, without the necessity of a court order, may enter upon Seller's property and remove property belonging to Purchaser or any Customer of Purchaser, including, without limitation, Bailed Property and other Deliverables, inventory, work in process, materials or Seller's Property that has been or is agreed to be sold to Purchaser under the Order. Purchaser's inspection of the Deliverables, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work in process or finished Deliverables.

24. Subcontracting.

A. Seller shall not subcontract any of its duties or obligations under any Order without prior approval by Purchaser on the face of an Order or Order amendment or in a Signed Writing by a Purchaser's Authorized Representative. Seller shall ensure that any subcontractor so approved complies with all production part or other approval process requirements of Purchaser's Customer and any other requirements of Purchaser. Purchaser or Purchaser's representative shall be afforded the right to verify at any subcontractor's premises and Seller's premises that subcontracted Deliverables conform to specified requirements. Verification by Purchaser or Purchaser's representative shall not (i) shift responsibility for quality by the subcontractor from Seller to Purchaser, (ii) absolve Seller of the responsibility to provide acceptable Deliverables nor (iii) preclude subsequent rejection of Deliverables by Purchaser. Notwithstanding any verification by Purchaser or Purchaser's representative, Seller remains fully liable for any work subcontracted.

B. In the event Seller's subcontracting of any of the work under any Order is approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by a Purchaser's Authorized Representative, and as a condition to such approval, Seller shall provide Purchaser with written evidence that the subcontractor agrees to be bound by these Terms and Conditions and the Order. Upon Purchaser's request, Seller shall provide Purchaser with a written list of the individual sub-contractors who it has engaged.

C. Where Seller engages sub-contractors, Seller shall remain fully responsible and liable for the supply of the Deliverables and the acts and omission of its sub-contractors.

D. In the event Seller cannot fulfill any of its obligations under any Order, Seller shall, at Purchaser's option and in addition to any other rights or remedies available to Purchaser under the Order or otherwise, assign to Purchaser all of Seller's rights with respect to any subcontractors under such Order.

25. Nonconforming Deliverables.

A. Purchaser, at its option, may reject and return or retain and correct at Seller's risk and expense, Deliverables received pursuant to any Order that fail to conform to the requirements of the Order even if the nonconformity does not become apparent to Purchaser until the manufacturing, processing, assembly, delivery stage or later. Purchaser is not required to inspect Deliverables prior to their use and Seller waives any right to require Purchaser to conduct an inspection. If Purchaser considers that the Deliverables do not conform with the requirements of the Order, Purchaser will inform the Seller, orally in writing, of the nonconformity as soon as reasonably practicable after Purchaser has identified it, and confirm to the Seller the action to be taken in respect of the nonconforming Deliverables. To the extent Purchaser rejects Deliverables as nonconforming, the quantities under the Order will not be reduced by the quantity of nonconforming Deliverables unless Purchaser otherwise notifies Seller in writing. Seller

shall replace nonconforming Deliverables with conforming Deliverables, or where the nonconforming Deliverables are Services, reperform the Services, unless otherwise notified in writing by Purchaser, including, without limitation by way of a termination notice from Purchaser under Section 18.A. Where the nonconforming Deliverable are Goods, at Purchaser's discretion the Seller will be permitted to rework, replace or otherwise remedy a nonconformity in the Goods as long as: (a) the nonconformity has been discovered after delivery of the Goods but before the Purchaser has started to use the Goods (including in any preassembly processing or fitment); (b) the Seller can perform the remedial work at its location, or at the Purchaser's site (subject to any restrictions notified by the Purchaser), without disruption to the Purchaser's operations; (c) the remedial work will not cause any delay in the Purchaser's operations, including its production process, or cause the Purchaser to incur any additional costs; and (d) the cure can be completed by the deadline established by the Purchaser. Nonconforming Deliverables will be held by Purchaser for disposition in accordance with Seller's written instructions at Seller's risk. Where Purchaser is holding nonconforming Goods which it does not wish to retain, Seller's failure to provide written instructions within ten (10) days (or such shorter period as may be commercially reasonable under the circumstances) after notice of nonconformity shall entitle Purchaser, at Purchaser's option, to charge Seller for storage and handling, or to dispose of the Deliverables without any liability of Purchaser to Seller. Seller shall reimburse Purchaser for within ten (10) days after a debit memo for the costs has been issued by Purchaser. The Seller is liable for, and shall reimburse Purchase for within ten (10) days after a debit memo for the costs has been issued by the Purchaser: (a) any amounts paid by Purchaser on account of the purchase price of any rejected nonconforming Deliverables, and (b) any costs incurred by Purchaser in connection with the nonconforming Deliverables, including, but not limited to inspection, sorting, testing, evaluations, storage, return, disposition, or rework; and (c) all direct, incidental and consequential damages (including, but not limited to, overtime or premium freight costs), losses, costs, and expenses incurred by the Purchaser resulting from the failure of the Seller to deliver conforming Deliverables or to comply with the shipping and delivery or other requirements of the Purchaser, even if the Seller has cured the failure under this Section 25. These include costs associated with the off lining of vehicles or the Goods, interruptions or delays in production, reduced line-speeds, re-working of vehicles prior to delivery to the end customer and plant shutdowns. Notwithstanding the foregoing the Seller shall not be liable for any indirect consequential losses. Payment by Purchaser for nonconforming Deliverables shall not constitute an acceptance, limit, waiver or otherwise impair Purchaser's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

B. The Purchaser or the Seller, as appropriate, will inform the other about any nonconformity of any Goods used in a production vehicle as soon as reasonably practicable after it has been discovered and confirm the nonconformity in writing if requested by the other. The Purchaser and the Seller will cooperate fully with each other to identify the cause of the nonconformity and to develop a plan for the prompt remediation of it. A "Field Service Action" is a recall or other service action performed by the Purchaser or the Customer, its dealers or other authorised repair facilities. A Field Service Action may be required by a Government (either mandated or voluntarily agreed upon by the Purchaser or Customer) or on its own for customer satisfaction or other reasons independent of any Government action.

C. If a Field Service Action is instigated to remedy a non-conformity in the Goods; the Purchaser will promptly notify the Seller. The Purchaser will provide this notice prior to the launch of a Field Service Action if it is reasonably practicable for it to do so. The Purchaser will provide its, or the Customer's, rationale for conducting a Field Service Action. The Purchaser and the Customer reserve the right to determine all aspects of a Field Service Action, including when to conduct one and its implementation.

D. The Seller is liable for all costs and expenses of a Field Service Action to remedy the nonconformity in the Goods. If the Purchaser or Customer has agreed to provide an extended warranty, customer incentives to increase the Field Service Action completion rate, or to take other actions, the Seller's liability will also include the costs and expenses of these actions.

E. Once the Field Service Action has been initiated, the Purchaser and the Seller will negotiate diligently and in good faith on the extent to which the Seller's financial responsibility under Section 25.D for the Field Service Action may be adjusted, if at all, taking into account the relative degree of fault of the parties.

F. At its option, the Purchaser may debit the Seller for up to 50% of the Actual Recall Costs relating to a specific Field Service Action if:

(1) The Purchaser has made a good faith determination that the Seller is likely to be liable for some portion of the total costs of the Field Service Action, taking into account all of the relevant data available at the time, including the assessments of the Purchaser and the Seller concerning their relative fault; and

(2) No agreement has been reached on the allocation of costs within 90 days after the commencement of negotiations.

For purposes of this Section 25.F and 25.G only, the term “Actual Recall Costs” will be limited to the cost of parts and labour actually incurred by the Purchaser. Debits will be made no more often than once a quarter.

G. Once the Seller’s share of the Field Service Action cost has been determined under this Section 25, the Purchaser will credit or debit the account of the Seller, as may be appropriate.

H. Neither the Purchaser nor the Seller will be deemed to have admitted that the amount of any interim Field Service Action cost recovery debit under Section 25.F is the amount for which the Seller may ultimately be liable under Section 25.D. The Purchaser’s rights under Section 25.F are in addition to any other rights that it may have to recover from the Seller for any nonconformity of the Goods. Neither party will be deemed to have waived any right it might have against the other party relating to any nonconformity in the Goods.

26. Indemnification.

A. Seller hereby covenants and agrees to defend, indemnify, keep indemnified and hold harmless Purchaser, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents, in full from any claims, demands, liabilities, damages (including, special, consequential, punitive and exemplary damages), costs and expenses (including fees for attorneys, experts and consultants, settlement costs and judgments on a full indemnity basis) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses) that are related in any way to or arise in any way from the Deliverables, Seller's representations, Seller’s performance of or failure to perform obligations under any Order, including claims based on Seller's breach or alleged breach of warranty (whether or not the Deliverables have been incorporated into Purchaser's products and/or resold by Purchaser), any Remedial Action, and claims for any violation of any applicable law, ordinance or regulation or government authorization or order. Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent of any such liability arising solely out of the gross negligence of Purchaser. Seller’s indemnification obligations will apply even if Purchaser furnishes all or a portion of the design and specifies all or a portion of the processing used by Seller unless a separate written agreement signed by a Seller and a Purchaser’s Authorized Representative provides otherwise.

B. If Seller performs any work on Purchaser's premises or utilizes the property of Purchaser, whether on or off Purchaser's premises, Seller shall defend, indemnify, keep indemnified and hold harmless Purchaser, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liabilities, claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) for damages to the property of or injuries (including death) to Purchaser, its employees or any other person arising from or in connection with Seller's performance of work or use of Purchaser's property except to the extent of any such liability, claim or demand arising solely out of the gross negligence of Purchaser.

C. Neither Purchaser nor its Affiliates shall be liable for any costs, loss or damage, liabilities, injuries, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business and like loss) to property or stock of Seller howsoever caused. Further, Purchaser and its affiliates shall not be responsible for death, injury or illness which may be sustained by any employee, agent, sub-contractor, invitee or licensee of Seller or for any loss, damage or destruction to the property of any such employee, agent, sub- contractor, invitee or licensee or operations of Seller unless directly due to the negligent act or wilful default of Purchaser or its affiliates.

27. Insurance.

A. Seller shall at all times insure and keep itself adequately insured with a reputable insurance company against all insurable liability in connection with the Deliverables and, in particular, against all its liabilities under the Order and against the consequences of any act or default of Seller's, Seller’s affiliates and sub-contractors’ employees whilst on the premises of Purchaser (or Purchaser’s Affiliates) and shall, on request, provide Purchaser with such

evidence of insurance as Purchaser may reasonably require. Seller shall provide all reasonably practicable assistance required by Purchaser or its insurers for the purposes of contesting or dealing with any action, claim or matter arising out of Seller's performance of the Order or failure to perform. Without prejudice to Seller's other obligations in this Section 27, Seller shall maintain any insurance requirements set out in the Web Guides.

B. Notwithstanding, Section 27.A, Seller shall obtain and maintain at its sole expense suitable and adequate professional indemnity insurance, product liability insurance and such insurance coverage that is customary in the industry and as otherwise required by law or reasonably requested by Purchaser in its own name, with such insurance carriers and in such amounts as are reasonably acceptable to Purchaser. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all Seller's Property and (ii) any Bailed Property, both for their full replacement value. All such insurance coverage shall name Purchaser as loss payee and additional insured. Seller shall furnish to Purchaser certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller and such certificates must provide that Purchaser shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under any Order. If Seller shall fail to maintain any insurance under any Order, Purchaser shall have the right to procure such insurance and Seller shall reimburse Purchaser on demand, for all actual costs and expenses of procuring such insurance.

28. Compliance.

A. Seller agrees to comply with all federal, state, local and foreign laws, executive orders, rules, regulations and ordinances that may be applicable to Seller's performance of its obligations under each Order, and each Order shall be deemed to incorporate by reference all the clauses required by the provisions of said laws, orders, rules, regulations and ordinances. All purchased materials used in the Deliverables shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. All suppliers must be in compliance with ISO9001:2015, IATF16949, ISO14001, TS16949 and ELV or their successors, as amended from time to time. Seller further agrees to comply with all supranational (in particular European Union (EU)), federal, state, local and foreign laws, orders, rules, regulations and ordinances applicable to the processing of personal data of the Purchaser received by the Seller in the context of establishing, performing and terminating the contractual relationship between Seller and Purchaser (including without limitation the General Data Protection Regulation (EU) 2016/679 and its implementing laws). Seller represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties shall (i) utilize forced or involuntary labor or engage in human trafficking, regardless of its form, including without limitation, in violation of the UK Modern Slavery Act 2015 (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program, or (iii) engage in abusive employment or corrupt business practices, in connection with the supply or provision of Deliverables under any Order.

B. Seller shall adopt and enforce a code of conduct for business practices with principles, policies and procedures consistent with the principles, policies and procedures set forth in Purchaser's Code of Business Conduct and Ethics accessible through supplier links at Purchaser's web site at www.artifexinteriorsystems.com or any successor website. Seller shall promptly report all violations of Seller's code of conduct to Purchaser's Authorized Representative.

C. Seller shall: (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**"); (ii) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements; (iii) comply with Purchaser's anti-bribery policies as notified to the Seller through links at Purchaser's website at www.artifexinteriorsystems.com, in each case as Purchaser may update them from time to time (the "**Relevant Policies**"); (iv) have and shall maintain in place throughout the term of the Order its own policies and procedures, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; (v) promptly report to the Purchaser any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Order; and (vi) promptly report to the Purchaser if any foreign public official owns or takes a direct or indirect interest in the Seller or any person associated with the Seller (including any subcontractor).

D. Seller shall ensure that any person associated with the Seller (including any subcontractor) who is performing services or providing goods, software, data, information or other materials in connection with the Order does so only in compliance with the Relevant Requirements and the Relevant Policies (together the "**Relevant Terms**"). Seller shall be responsible for the observance and performance of the Relevant Terms by such persons and shall be directly liable to Purchaser for any breach by such persons of any of the Relevant Terms.

E. The Seller shall during the term of each Order:

- (1) not engage in any activity, practice or conduct which would constitute either:
- (2) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (3) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- (4) establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Section 28.F;
- (5) notify the Purchaser in writing if it becomes aware of any breach of Section 28.F or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
- (6) within three months of the date of the first Order, and annually thereafter, certify to the Purchaser in writing signed by an officer of the Seller, compliance with this Section 28.F by the Seller. The Seller shall provide such supporting evidence of compliance as the Purchaser may reasonably request.

F. The Seller shall during the term of each Order:

- (1) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (“**Anti-Slavery Laws**”) including but not limited to the Modern Slavery Act 2015;
- (2) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- (3) notify the Purchaser as soon as it becomes aware of any actual or suspected breach of Section 28.G; and
- (4) maintain a complete set of records to trace the supply chain of all Deliverables provided to the Purchaser in connection with each Order; and permit the Purchaser and its third party representatives to inspect the Seller's premises, records, and to meet the Seller's personnel to audit the Seller's compliance with its obligations under this Section 28.G.

G. In this Section 28.H, “Economic Sanctions” means any sanctions and any applicable law or regulation laws and regulations related to economic sanctions, embargos and trade restrictions, including those imposed, administered and enforced by HM Treasury, the Office of Foreign Assets Control of the United States Treasury Department, the United Kingdom, the United Nations, the Council of the European Union and the individual Governments of Member States of the European Union. The Seller represents, warrants and undertakes that:

- (1) neither it nor any of its' personnel or subcontractors or any of their directors, officers, agents, employees or Affiliates is: (i) currently subject to any Economic Sanctions; or (ii) aware of or has taken any action, directly or indirectly, that could result in a breach of any Economic Sanctions;
- (2) the Deliverables are not subject to Economic Sanctions and no constituent part or raw material used in the Deliverables is subject to Economic Sanctions and the Purchaser's receipt of the Deliverables shall not breach or place the Purchaser in breach of, any Economic Sanctions;

(3) it conducts and has conducted its business in compliance with Economic Sanctions and has instituted and maintains policies and procedures designed to ensure continued compliance with Economic Sanctions;

(4) it will promptly notify Purchaser in writing together with all relevant details if it is unable to perform its obligations under an Order as a result of the imposition of Economic Sanctions against a country or person or the addition of a good or service to a list of sanctioned goods or services under an applicable Economic Sanctions regime; and

(5) where applicable, it will work with the Purchaser to agree, within a reasonable period and acting in good faith, a practical solution to permit continuity of the Order in a manner that is compliant with Economic Sanctions

H. Seller shall provide Purchaser written notice immediately upon becoming aware that any director, officer or employee of Seller, or any of its subsidiaries or Affiliates, is also a director, officer or immediate family member of any director or officer of Purchaser, or any of its subsidiaries or Affiliates. As to employees of Seller only, Seller only needs to report this information to Purchaser if the employee (excluding an officer or director of Seller) is substantively involved in Seller's business relationship with Purchaser or receives any direct or indirect compensation or benefit based on Seller's business relationship with Purchaser.

I. In the event Seller subcontracts any of its duties or obligations under any Order in accordance with Section 24, Seller shall ensure that all subcontractors comply with the requirements under this Section 28, but notwithstanding this Seller shall remain responsible for the compliance of any such subcontractor with this Section 29. At Purchaser's request, Seller shall certify in writing Seller's and its subcontractor's compliance with all such requirements. Purchaser shall have the right to audit and monitor Seller's and its subcontractor's compliance with Seller's and its subcontractor's obligations under any Order. Seller shall indemnify and hold harmless Purchaser, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liability claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising from or relating to Seller's or its subcontractor's noncompliance.

J. Breach of this Section 28 shall be a material breach of these Terms and Conditions which is not capable of remedy. If the Purchaser terminates an Order for breach of this Section 28, the Seller shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

29. Production Part Approval Requirements. With respect to Orders for Goods which are production parts, Seller agrees to meet the full requirements identified in the industry production part approval process manual and agrees to present this information and data relating thereto to Purchaser upon request, regardless of the authorized submission level, at Level No. 3 or its current equivalent unless otherwise authorized by Purchaser on the face of an Order or Order amendment or in a Signed Writing by Purchaser's Authorized Representative.

30. Identification of Goods. All Goods supplied pursuant to each Order that are construed as a completed part shall permanently bear Purchaser's part number and name or code name, Seller's name or code name, and date of manufacture by Seller.

31. Shipping; Ingredients and Materials Disclosure and Compliance.

A. Seller agrees (i) to properly pack, mark and ship Goods in accordance with the requirements of Purchaser, the involved carriers and laws and regulations of the country of manufacture, the country of destination and any country in which the Goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials, and otherwise in a manner to secure the lowest transportation cost; (ii) to route shipment in accordance with Purchaser's instructions; (iii) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses or drayage of Goods unless otherwise approved by Purchaser on the face of an Order or Order amendment or in a Signed Writing by Purchaser's Authorized Representative; (iv) to provide with each shipment papers showing the Order number, Order amendment or Schedule number, Purchaser's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name and vendor number, the bill of lading number and the country of origin; and (v) to promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Purchaser's instructions and carrier

requirements. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable Purchaser to easily identify the Goods purchased.

B. Seller shall promptly furnish to Purchaser in whatever form and detail Purchaser requests (i) a list of all ingredients and materials incorporated in the Goods, (ii) the amount of such ingredients and materials, and (iii) information concerning any changes in or additions to such ingredients and materials. Before shipping the Goods, Seller agrees to furnish to Purchaser sufficient warning and notice in writing (including appropriate labels on the Goods, containers and packing) of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of Goods, together with such special handling instructions necessary to advise the involved carriers, Purchaser, and their respective employees how to exercise that measure of care and precaution that will comply with any laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, registration, use, disposal or recycling of the Goods, containers and packing shipped to Purchaser. Seller shall comply with all applicable federal, state, local and foreign laws and regulations pertaining to product and warning labels. If Goods are shipped by Seller to European destinations, before shipments are made, Seller shall notify Purchaser of the "Classification of Dangerous Goods" as required by the European Agreement concerning the "International Carriage of Dangerous Goods". Upon Purchaser's request, Seller will certify to Purchaser in writing the origin of any ingredients or materials in the Goods. Seller will promptly provide, in writing, any information regarding the Goods requested by Purchaser or its Customers so that Purchaser and its Customers may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials, ingredients, chemicals or substances, if any.

C. Any packaging made of wood (including pallets) must conform to the international softwood standards. In the event Seller fails to comply with such standards, Seller shall be liable for any all associated costs incurred by Purchaser, including but not limited to all replacement costs, transportation costs, government fines, and reasonable attorney's fees.

32. Customs Drawback Documents, Other Government Requirements, and Export Controls.

A. Upon Purchaser's request, Seller shall furnish promptly all documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Seller shall furthermore, at its expense, provide all information necessary (including written documentation and electronic transaction records) relating to the Deliverables necessary for Purchaser to fulfill any customs-related or other Governmental agency-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Purchaser to claim preferential duty treatment at the time of entry for Deliverables eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the Deliverables to be covered by any applicable duty deferral or free trade zone program(s) of the country of import. Seller shall, at its expense, provide Purchaser or Purchaser's nominated service provider with all documentation to enable the Deliverables to be exported, and obtain all export licenses or authorizations necessary for the export of the Deliverables unless otherwise indicated in the Order, in which event Seller shall provide all information as may be necessary to enable Purchaser to obtain such licenses or authorization(s). Credits or benefits resulting or arising from any Order, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Purchaser.

B. Seller is responsible for any incorrect information provided by Seller or any non-compliance with applicable customs regulations by Seller that results in penalties and/or additional duties for Purchaser. Seller also acknowledges and agrees to adhere to all security procedures required by applicable laws.

33. Invoices. All invoices and/or advanced shipping notices ("ASN") for Deliverables shipped pursuant to each Order must reference the Order number, Order amendment or Schedule number, Purchaser's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers, Seller's name and number, and bill of lading number, before any payment will be made for Deliverables by Purchaser. In addition, no invoice may reference any term separate from or different than these Terms and Conditions or the terms that appear on the face of the Order. Purchaser reserves the right to return all invoices or related documents submitted incorrectly and shall inform Seller of all missing information or document. Payment terms will begin to run once the latest correct invoice or ASN is received and input into Purchaser's system by the applicable Purchaser facility. Any payment by Purchaser of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice.

34. Payment Terms.

A. Purchaser will pay proper invoices in accordance with the payment terms specified on the face of the applicable Order, if any. If no payment terms appear on the face of the Order, Purchaser will pay proper invoices within seventy-seven (77) calendar days following Purchaser's receipt of such invoice; provided that Seller has complied with all of its duties and obligations provided in the Order. If the Deliverables are not for consumption by Purchaser in the production of automotive parts or systems (i.e., internal or "indirect" purchases including those to which the Non-production and Indirect Terms apply) and no payment terms appear on the face of the Order, Purchaser will pay proper invoices within sixty (60) calendar days following Purchaser's receipt of such invoice.

B. If a payment date falls on a non-Business Day, payment will occur on the following Business Day. Notwithstanding the particular payment terms applicable to an Order, (i) in no event will Seller have a right to payment for Tooling before Purchaser is paid by its Customer for such Tooling, (ii) in no event will a Seller who is a Directed Supplier have a right to receive payment from Purchaser until Purchaser is fully paid by Purchaser's Customer for the related Goods or, as applicable, the goods into which such Goods are incorporated, and (iii) Purchaser may, at its option, upon notice to Seller, revise its payment terms for production Goods to take into account any change in the payment terms of Purchaser's Customer applicable to the Goods under any Order.

C. Purchaser will pay all applicable transaction taxes and VAT (collectively "Tax") submitted in a timely manner in accordance with the terms of the Order. Seller will separately state Tax on all its invoices and supporting documentation. Seller is responsible for submitting accurate information required to determine and calculate Tax. Purchaser will not be responsible for penalties, interest or fees imposed on Seller as a result of incorrect calculation or billing of Tax. Seller will, upon Purchaser's request, provide documentation to support the billing and recovery of Tax paid. If so registered, Seller must provide details of VAT registration numbers to Purchaser.

D. If a party fails to make any payment due to the other party under the Order by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Section will accrue each date at 2.5% a year above the Bank of England's base rate from time to time, but at 2.5% a year for any period when the base rate is below 0%.

35. Offsetting, Setoff and Contractual Recoupment.

A. All amounts due from Purchaser or any of Purchaser's subsidiaries or Affiliates to Seller or any of Seller's subsidiaries or Affiliates shall be net of any indebtedness or other obligations of Seller or any of Seller's subsidiaries or Affiliates to Purchaser or any of Purchaser's subsidiaries or Affiliates.

B. Purchaser or any of Purchaser's subsidiaries or Affiliates may, without notice to Seller or any of Seller's subsidiaries or Affiliates, set-off against or recoup from any amounts due or to become due from Seller or Seller's subsidiaries or Affiliates to Purchaser or Purchaser's subsidiaries or Affiliates, however and whenever arising. In the event that Purchaser or any of its subsidiaries or Affiliates reasonably feels itself at risk, Purchaser or any of its subsidiaries or Affiliates may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or Affiliates to protect against such risk.

C. An "Affiliate" of a party means any other company that controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of twenty percent (20%) or more of the capital or equity of a company or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such company.

D. In addition to any rights otherwise provided or allowed by law or any Order, Purchaser or any of its subsidiaries or Affiliates may retain or defer payment of all or any portion of the amount due from Purchaser or any of its subsidiaries or Affiliates (even if such amount is not disputed, contingent or unliquidated and is otherwise due) to the extent of any obligation of Seller or any of its subsidiaries or Affiliates to Purchaser or any of its subsidiaries or Affiliates, even if such obligation is unmaturing, disputed, contingent or unliquidated, until such obligation is resolved. Without limiting the generality of the foregoing, and by way of example only, in the event Seller or any of its subsidiaries or Affiliates is subject to insolvency, bankruptcy, receivership, liquidation or other similar proceedings, Purchaser or of its subsidiaries or Affiliates may defer payments due to Seller or any of its subsidiaries or Affiliates, via an administrative hold or otherwise, against potential damages arising from rejection or otherwise. Seller unconditionally guarantees payment when due of all existing and future obligations of any of its subsidiaries or Affiliates to Purchaser or any of its subsidiaries or Affiliates, provided however, that the amount guaranteed by Seller shall not exceed the amount owed by Purchaser to Seller under any Order from time to time and at any given time.

36. Advertising. Seller shall not refer to Purchaser in advertising or public releases without the prior approval in a Signed Writing of a Purchaser's Authorized Representative and shall not use Purchaser's trademarks or trade names in advertising or promotional materials.

37. Force Majeure. Any delay or failure of Purchaser or Seller to perform its obligations under the Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, including but not limited to acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or inability to obtain power. Seller will use all diligent efforts to ensure that the effects of any such event or occurrence are minimized and, as promptly as possible, resume full performance under the Order. As soon as possible (but no more than one full Business Day) after the occurrence, Seller shall provide written notice describing such delay and assuring Purchaser of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Purchaser may at its option: (a) purchase Deliverables from other sources and reduce its Schedules to Seller by such quantities, without liability of Purchaser to Seller and require Seller to reimburse Purchaser for any additional costs to Purchaser of obtaining the substitute Deliverables compared to the prices set forth in the Order; (b) require Seller to deliver to Purchaser at Purchaser's expense all finished Deliverables, work in process and parts and materials produced or acquired for work under the Order; or (c) require Seller to provide Deliverables from other sources in quantities and at a time requested by Purchaser and at the price set forth in the Order. If upon request of Purchaser, Seller fails to provide within ten (10) days (or such shorter period as Purchaser requires) adequate assurances (in Purchaser's sole discretion) that any delay will not exceed thirty (30) days or if any delay lasts longer than thirty (30) days, Purchaser may terminate the Order without liability and Seller shall reimburse Purchaser for costs associated with the cancellation. Seller acknowledges and agrees that the change in cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes or labour disputes in respect of the personnel of the Seller or its' Affiliates, contractors or suppliers will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise and Seller expressly assumes these risks.

38. Service and Replacement Parts.

A. If requested by the Purchaser, the Seller will supply Service Parts and Component Parts to the Purchaser, its Affiliates and, where requested by Purchaser, the Customer to meet their current model year and past model year Service Parts and Component Parts needs. The term "**Service Parts**" refers to the Goods that the Purchaser or Customer may offer for resale to its dealers and others as service or replacement parts or as accessories. The Purchaser or Customer may also offer for resale individual component parts of the Goods. These are referred to as "**Component Parts**".

B. The price for current model year Service Parts will be no greater than the price specified in the Order for the Goods used in production plus the actual net cost differential for required unique packaging, shipping and handling. The price for current model year Component Parts will be no greater than the Seller's actual production or acquisition cost for the Component Parts plus (a) the actual net cost differential for required unique packaging, shipping and handling, and (b) an appropriate fee for services to be negotiated in good faith by the Purchaser and the Seller. In no case, however, will the total price of all Component Parts of the Goods, less the total costs for those Component Parts specified in (a) and (b), exceed the Order price for the Goods less actual assembly costs.

C. The price for past model year Service Parts will be no greater than the price specified in the Order for the Goods used in production plus the actual net cost differential for required unique packaging, shipping and handling. The price for past model year Component Parts will be a price no greater than the Seller's actual production or acquisition cost for the Component Parts plus (a) the actual net cost differential for required unique packaging, shipping and handling, and (b) an appropriate fee for services to be negotiated in good faith by the Purchaser and the Seller.

D. If the Seller or the Purchaser believes a change in pricing (up or down) is warranted for past model year Service Parts or Component Parts due to significant and on-going changes in volume, component or raw material costs, or manufacturing costs, it may file a price change request with the Purchaser or Seller as appropriate. The party requesting the price change will provide volume data, actual invoices, published price changes, price change requests from suppliers, and other information reasonably requested by the other party to substantiate the requested price change. The parties will promptly negotiate in good faith the terms of any price change.

E. The prices of Service Parts and Components Parts supplied to the Purchaser will also apply to Service Parts and Component Parts supplied to the Purchaser's Affiliates, except that the prices will be adjusted (either up or down) to account for any actual net cost differential for the presence or absence of any unique packaging, shipping and handling required for supply to the Affiliate (as compared to that required for supply to the Purchaser).

F. Unless expressly agreed in a Signed Writing by the Purchaser, the Seller will supply past model year Service Parts and Component Parts for up to 15 years following the end of production of the current model year for the Goods. If the Purchaser or any Affiliate has a legal or contractual obligation to make the Service Parts or Component Parts available for a longer period, the Purchaser will so advise the Seller and the Seller will supply the Service Parts or Component Parts for this longer time period.

G. If requested by the Purchaser, the Purchaser and the Seller will negotiate, in good faith, for the supply of the Service Parts and Component Parts beyond the applicable time period specified in Section 38.H. If, despite good faith negotiations, the parties are unable to agree on supply beyond that time period and the Seller elects to discontinue supply beyond that time period, it will provide the Purchaser with written notice to that effect sufficiently in advance of the expiration of the required supply period to enable the Purchaser to resource supply in a timely and orderly manner. In no case will the Seller's written notice be provided less than 3 months prior to the expiration of the required supply period. In all cases, the Seller will consult with the Purchaser's activity responsible for purchasing service parts and component parts prior to giving its written notice to ensure that it will be timely and the parties will confirm in writing their agreement to the Seller's written notice period.

H. If the Seller elects to discontinue supply under Section 38.I, it will, if requested by the Purchaser: (a) work diligently with the Purchaser to identify an alternative source of supply that is acceptable to the Purchaser; and (b) identify the Seller's component-part and raw-material suppliers relating to the relevant Service Parts and Component Parts. In addition, the Seller will supply the Purchaser and its Affiliates during the transition period to the new supply source for up to 6 months after the expiration of the required supply period specified in Section 38.H. If a transition period longer than 6 months is required, the Purchaser and the Seller will negotiate in good faith on the terms and conditions of any longer transition period.

I. If a separate Order is issued by the Purchaser or any of its Affiliates to the Seller for Service Parts or Component Parts (such as, for example, where the Purchaser's activity responsible for purchasing service parts issues a separate Order to the Seller for the Service Parts or Component Parts), the Terms and Conditions will apply to the separate Order. The requirements of this Section 38 under the original Order will, however, continue to apply unless the parties specifically agree otherwise in writing.

39. Packaging. All packaging must conform to Purchaser's standard packaging requirements, which are accessible through supplier links provided at Purchaser's web site at www.artifexinteriorsystems.com or any successor website.

40. Claims from Seller. Any action by Seller under any Order must be commenced within one (1) year after Seller first became aware of the breach or other event giving rise to Seller's claim occurs.

41. Severability. If any term(s) of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.

42. Electronic Communications and Electronic Signatures. Seller shall comply with any method of electronic communication specified by Purchaser, including requirements for electronic funds transfer, purchase order transmission, production Schedules, electronic signature, and communication. E-mails, even those containing a signature block of one of Purchaser's representatives shall not constitute a Signed Writing.

43. Notices. All notices, claims and other communications required or permitted under the Order shall be written in the English language made in writing and sent by certified or registered mail, return receipt requested and proper postage prepaid to the receiving party's registered address, in the case of the Purchaser directed to the attention of the Purchaser's legal representative, or by email to the Purchaser's Procurement Director and copied to the person named in the Order for the Purchaser or, for the Seller, by email to the person named in the Order for the Seller, and shall be effective only upon receipt. The notice, demand or communication will be deemed to have been duly served: (i) if delivered by hand, at the time of delivery; or (ii) if delivered by first class post or Special Delivery post or international

courier, 48 hours after being posted (or delivered to the international courier) or in the case of Airmail 10 Business Days after being posted; or (iii) if delivered by email on transmission, in each case provided that, where in the case of delivery by hand or email, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

Seller's failure to provide any notice, claim or other communication to Purchaser in the manner and within the time periods specified in the Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

44. Confidentiality.

A. Seller shall (i) keep all Purchaser's information confidential and disclose it only to its employees who need to know such Purchaser's information in order for Seller to supply Deliverables to Purchaser under the Order and (ii) use Purchaser's information solely for the purpose of supplying Deliverables to Purchaser. "Purchaser's information" means all information provided to Seller by Purchaser or its representatives or subcontractors in connection with Purchaser's business or the Order, including without limitation, pricing and other terms of the Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, customer or supplier information, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code), including any materials or information that contain, or are based on, any Purchaser's information, whether prepared by Purchaser, Seller or any other person.

B. Seller agrees that it shall use at least the same degree of diligence to protect the Purchaser's information as it uses to protect its own confidential and sensitive information (being no less than a reasonable level of diligence). Seller will not disclose any of Purchaser's information to anyone except to those employees, agents or sub-contractors of Seller who need access to such of Purchaser's information in order to provide the Deliverables and who are bound by conditions of secrecy in respect of such of Purchaser's information which are not less strict than those imposed on Seller under these Terms and Conditions (which Seller shall, at Purchaser's request, diligently enforce at Seller's expense). Seller agrees that it will not use any of Purchaser's information for any purpose other than provision of the Deliverables. In particular Seller shall not use any of Purchaser's information in providing goods or services to any other customer of Seller.

C. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Purchaser; (b) after disclosure by Purchaser becomes publicly known through no fault of Seller; or (c) Seller can establish by written documentation that Purchaser's information was properly in its possession prior to disclosure by Purchaser and not subject to any duty of confidentiality or was independently developed by Seller without use of or reference to Purchaser's information. Notwithstanding anything to the contrary in these Terms and Conditions, any confidentiality or nondisclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of the applicable confidentiality or nondisclosure agreement and this Section, the terms of that agreement will control.

D. Seller shall promptly notify Purchaser if it has provided information to a Government regarding the Deliverables including information provided to the U.S. Government in accordance with the following reporting requirements of U.S. law: 49 CFR Part 573 (Defect and Noncompliance Reporting) and 49 CFR Part 579 (Reporting of Information and Communications about Potential Defects) or their successors, as amended from time to time.

45. Tooling & Equipment - Supplemental Terms. In addition to being governed by these Terms and Conditions, each Order for the purchase of tooling ("Tooling") and equipment ("Equipment") shall be governed by Purchaser's Supplemental Tooling and Equipment Terms which are accessible through supplier links at Purchaser's web site at www.artifexinteriorsystems.com provided, that in the event of an inconsistency between these Terms and Conditions and the Supplemental Tooling and Equipment Terms, the Supplemental Tooling and Equipment Terms shall control as to all such Tooling and Equipment.

46. Non-production and Indirect Terms - Supplemental Terms. In addition to being governed by these Terms and Conditions, each Order for the purchase of Deliverables unrelated to production Goods shall be governed by Purchaser's Supplemental Non-production and Indirect Terms which are accessible through supplier links at Purchaser's web site at www.artifexinteriorsystems.com or any successor website provided that, in the event of an inconsistency between these Terms and Conditions and the Supplemental Non-production and Indirect Terms, the

Supplemental Non-production and Indirect Terms shall control as to all such Deliverables unrelated to production Goods.

47. Construction. When used in the Order or these Terms and Conditions: (i) the headers, titles and numbering are for convenience of reference only and shall not affect the construction or interpretation of the Order; (ii) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (iii) a reference to a party includes its successors and permitted assigns; (iv) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision; (v) any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; (vi) terms defined in the singular include the plural and vice versa; (vii) a reference to writing or written excludes fax but not email; (viii) a reference to “Business Days” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

48. English Language. The Order, these Terms and Conditions, any Web Guides and any other documents that may be provided under or in connection with any Order are originally drafted in the English language, which language shall be controlling in all respects, and all translations into any other language shall be for accommodation only and shall not be binding on Purchaser. All notices, consents, waivers and other communications required under the Order shall be given in the English language.

49. Survival. The obligations of Seller under the Order will survive expiration or termination of the Order except as otherwise expressly provided in the Order.

50. Entire Agreement; Modification. The Order, together with the attachments, exhibits or supplements specifically referenced in the Order, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order and supersedes all prior oral or written representations and agreements. Purchaser may modify the Terms and Conditions, at any time, by posting notice of such modified Terms and Conditions through supplier links provided at Purchaser’s website at www.artifexinteriorsystems.com or any successor website at least ten (10) days prior to any modified Terms and Conditions becoming effective.. Seller shall review the Purchaser’s website and the Terms and Conditions periodically. Seller’s continued performance under the Order without providing written notice to Purchaser in accordance with Section 43 detailing Seller’s objection to any modified Terms and Conditions prior to the effective date of such modified Terms and Conditions will be subject to and will constitute Seller’s acceptance of such modified Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, the Order may only be modified by an Order amendment or a Signed Writing by a Purchaser’s Authorized Representative.

51. Governing Law; Interim Jurisdiction; Venue. Each Order shall be governed by the laws of the England without regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded.

52. Mediation. Purchaser and Seller will act in good faith and use all reasonable endeavours to resolve any disputes or claims that may arise in connection with the Order between themselves through their respective managers.

A. In the event that the representatives of Purchaser and Seller fail to resolve any dispute within 10 Business Days of either Purchaser or Seller serving a notice in writing to the other that a matter is in dispute (a "Dispute Notice"), the matter shall be escalated within a further 5 Business Days to the relevant director of Purchaser and of Seller or anyone directly delegated by those individuals to resolve matters.

B. If the negotiations referred to in Section 52.A above should fail to resolve the dispute within 28 days of service of the Dispute Notice, then the parties agree to enter into mediation in good faith to settle such dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties within 60 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (“ADR notice”) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

C. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, on which the parties cannot agree within 10 Business Days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

D. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

E. Neither Purchaser nor Seller shall be prevented, by any of these Terms and Conditions, from applying at any time to the English or other appropriate courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

F. In the event of Purchaser and Seller entering into the dispute resolution procedure then, unless Purchaser or Seller agree otherwise in writing, in no circumstances should the provision of the Deliverables be interrupted or delayed by the dispute.

53. Independent Contractor Relationship. The relationship between Purchaser and Seller for the provision of Deliverables under any Order is that of independent contractors. Nothing in any Order shall be construed as creating a relationship between Purchaser and Seller of joint venturers, partners, or agent, or any employment relationship. Neither party has the authority under any Order to create any obligations for the other party, or to bind the other party to any representation or document. Seller will be responsible for all employees of Seller that may provide Deliverables to Purchaser. Personnel furnished by Seller shall be and will remain Seller's employees and under no circumstances are they to be considered Purchaser's employees or agents. No income or payroll tax or any similar or equivalent tax of any kind shall be withheld or paid by Purchaser on behalf of Seller or Seller's employees. No employees of Seller shall participate in any benefit of Purchaser provided by Purchaser to its employees.