

GLOBAL GENERAL TERMS AND CONDITIONS – DIRECT MATERIAL

(Common to all regions)

The words “hereof”, “herein” and “hereunder” and words of like import used in this Contract shall refer to such Contract as a whole and not to any particular provision of the Contract. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to sections, articles, paragraphs, and annexes are to sections, articles, paragraphs, and annexes of the Contract unless otherwise specified. Whenever the words “include”, “includes”, “including” or words of similar import are used in the Contract, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms thereof. References to any person or entity include the successors and permitted assigns of that person or entity. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

This Contract has been negotiated by Seller and Buyer, as advised by counsel, and any legal or equitable principles that might require or permit the construction of this Contract or any provision hereof against the Party drafting this Contract shall not apply in any construction or interpretation of the Contract.

In addition to the terms defined elsewhere in these General Terms and Conditions, the following capitalized words and terms shall have the meanings indicated below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

Definitions:

“**Buyer**” shall be defined in the Contract.

“**Buyer Final Client**” means any company (i) acquiring or using the Goods, whether or not under Control of Stellantis NV and its successors, or (ii) manufacturing, selling, or purchasing vehicles in which the Goods are installed.

“**Buyer Group**” as defined in section 20.

“**Contract**” means, without limitation, these General Terms and Conditions, Purchase Orders, and all terms, provisions, sub-parts, sections and attachments therein or exhibits thereof, along with any documents incorporated by reference herein or therein.

“**Control**” means with respect to a company: (i) the direct or indirect ownership of a fraction of the share capital that gives a majority of the voting rights at that company’s relevant shareholders meetings; (ii) the ownership of the majority of the voting rights in that company by virtue of an agreement entered into with other shareholders or partners; (iii) the effective right to determine the decisions taken at that company’s relevant shareholders meetings; or (iv) other rights to direct the management of that company.

“**Good**” means the production parts, prototypes, including all components, raw materials and sub-assemblies thereof, commodities and other items supplied by Seller to Buyer pursuant to the Contract, both as original equipment and for use as service parts, and services.

“**Law**” means any international, federal, state, provincial or local law, statute, rule, regulation, decree, administrative provision, code, ordinance, court order, compulsory process, mandatory standard, decision, treaty/convention, judgement, executive order, standard or guideline or any authority promulgated under any of the foregoing applicable to the Goods or to the Contract and in general to be complied with in the context of the Contract.

“**Party/ies**” means Buyer and Seller collectively and either one of them individually.

“**Policies**” means any of Buyer’s processes, policies, and procedures applicable to Seller’s required or actual performance or obligations under the Contract, including the guidelines set forth on Buyer’s supplier portal as amended or added from time to time.

“**Purchase Order**” means an open or closed purchase order or similar ordering document transmitted electronically or made available to Seller by Buyer.

“**Seller**” means the company accepting these General Terms and Conditions and the subsidiaries under its control to which a Purchase Order is addressed or from which an offer is requested for the purpose of issuing a Purchase Order.

1. Applicability; Effectiveness; Entire Agreement Acceptance

This Contract sets forth the terms and conditions under which Seller will sell and Buyer will purchase the Goods described in the Purchase Order for the period(s) specified in the Contract. Terms and conditions proposed by Seller that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract, and Seller’s acceptance is expressly limited to the terms of this Contract. This Contract is not binding on Buyer until accepted by Seller in the form hereafter specified. This Contract will be accepted and become effective immediately upon the first to occur of: (a) the date on which Seller provides written acceptance to Buyer (whether by electronic means, including clicking “Accept” in Buyer’s electronic supplier portal or otherwise subject to applicable Law), or (b) Seller’s commencement of any work under

the Contract. The Contract constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Contract and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications.

Additional terms and conditions forming parts of this Contract are set forth in any Exhibit A hereto which is incorporated by reference herein.

2. Delivery; Scheduling; Electronic Data Interchange

Seller will deliver the Goods at the destination/location and the time set forth in a Purchase Order or as otherwise specified by Buyer. If no delivery location is specified, delivery shall be made by Seller to Buyer's designated location which shall be requested by Seller from Buyer ("Delivery"). Delivery shall be deemed to have occurred: (i) for physical goods, upon proper unloading at Buyer's designated delivery point; and (ii) for services upon performance by Seller and written acceptance by Buyer (or by any third party nominated by Buyer). Time is of the essence. Delivery must be made and completed as specified (including as to time) in the applicable Purchase Order and in accordance with Buyer's releases, broadcasts, and written requirements and instructions issued by Buyer from time to time; provided, however, if Buyer's releases, broadcasts, or written requirements or instructions request a delivery faster than the lead time set forth in the Purchase Order, Buyer and Seller will agree on a delivery time as close to Buyer's requested date as is commercially possible. Seller will electronically communicate with Buyer in a secure (e.g. encrypted) manner and specifically utilizing electronic data interchange (EDI) with respect to all supply chain communications relating to this Contract, including, without limitation, receiving Buyer's production schedules and sending advance shipment notices to Buyer. The term "broadcast," as used herein, means an electronic communication which indicates the Goods requirements for Buyer assembly plants. Without limiting Buyer's rights and remedies, if Seller fails to make one or more deliveries, delivers or provides more Goods than specified by Buyer, or otherwise fails to perform in accordance with this Contract (including as to time), Seller shall be in breach of this Contract and Buyer shall be entitled to the rights and remedies set forth in this Contract. Seller will make appropriate preparations for the delivery of goods and/or the performance of services in accordance with Buyer's timing needs and quality criteria, including, as applicable, compliance with Buyer's requirements found on Buyer's supplier portal; Seller will make appropriate progress, given Buyer's timing requirements, towards completing any required engineering and design activities related to any Good. Buyer may return and is not required to pay for the Goods delivered to Buyer in excess of quantities ordered or for Goods that are otherwise non-conforming. Buyer may make such excess or non-conforming goods available for pick up by Seller at Buyer's facility and, if after fourteen (14) calendar days written notice to Seller, Seller has failed to retrieve (or make other arrangements satisfactory to Buyer for the retrieval of) such excess or non-conforming goods, then Buyer has the right to dispose of such goods at Seller's costs. Buyer may, at any time, change the rate of scheduled shipments, the quantity of shipments or the Good shipped or direct temporary suspension of scheduled shipments. Where quantities and/or delivery schedules are not specified, Seller will deliver goods in such quantities and times as Buyer may direct in subsequent delivery schedules. Further, if Seller's acts or omissions result in or are likely to result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller will be solely responsible for any and all costs and expenses associated therewith.

3. Shipping; Packaging

Seller will comply, in all respects, with Buyer's shipping and packaging requirements as amended or updated from time to time and as incorporated in the Contract. Unless otherwise provided in the Contract, any charges or costs relating to handling, packaging, storage or transportation of Goods are borne by Seller and have been included in the piece price of the Goods. Further, Seller will: (i) properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and Laws in force in each country where the Goods are manufactured, used, sold or transferred and/or the services are performed, including, without limitation, Laws governing the handling and transportation of dangerous goods or hazardous materials; (ii) route shipments in accordance with Buyer's instructions and the terms and conditions stated in the Contract; (iii) provide with each shipment packing slips with Buyer's Contract and/or release number and date of shipment marked thereon; (iv) promptly forward the original bill of lading or other shipping documents for each shipment in accordance with Buyer's instructions; and (v) include on bills of lading or other shipping documents the correct classification of the goods. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) must be sufficient to enable Buyer to easily identify the Goods purchased.

4. Service and Replacement Parts

Seller will sell to Buyer, or any third party as directed by Buyer, Goods necessary for Buyer or its designee to fulfill its current model service and replacement parts requirements at the price(s) set forth in the Contract, adjusted only for differences in packaging and logistics costs, all as approved by Buyer. If the Goods are systems or modules, Seller will sell to Buyer, or any third party as directed by Buyer, the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. During the serial production and for fifteen (15) years period after Buyer discontinues the vehicle or the related component, Seller will sell Goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed by Buyer, the price(s) during the first five (5) years of this period will be those in effect at the conclusion of current model purchases, adjusted only for possible differences in packaging and logistics costs as agreed by Buyer. For the remainder of the fifteen-year period, the price(s) for Goods will be as reasonably agreed by the Parties.

For the sole purpose of remanufacturing or repairing Goods, Seller grants Buyer access to all information of Seller used to manufacture such Goods, including, bill of material, schematics, software strategies and tools, and functional validation tests.

If the Good supplied as service parts is manufactured in a country other than the country in which the Good is delivered to Buyer, Seller shall mark it with the indication of the “Made in (country of origin)”.

5. Transfer of Title

Risk of loss and full title to goods will pass to Buyer, free and clear of any liens, claims, encumbrances, interests or other rights, upon proper Delivery of the Goods; provided, however, if Buyer rejects acceptance of Delivery or otherwise rejects Goods, even after Delivery, risk of loss and title to such Goods automatically reverts back to Seller at the moment the Seller receives notice of Buyer’s rejection. Seller shall be fully responsible for and adequately insure all Goods until proper Delivery to Buyer.

6. Seller’s Assurance of Performance

In the event that Buyer has any reasonable grounds for insecurity with respect to Seller’s continued performance under the Contract, Seller shall provide adequate assurance of such performance within a reasonable period of time under the circumstances but in no event later than twenty (20) calendar days from Buyer’s request and Seller must at all times take such actions as are necessary or appropriate to ensure the uninterrupted supply of Goods to Buyer. Seller’s failure to satisfy such requirement shall be deemed a breach of the Contract.

7. Changes

Buyer may, from time to time, direct changes, or direct Seller to make changes, to drawings and specifications of the Goods or to otherwise change the scope of the work covered by this Contract, including, without limitation, changes to the Term as may be set forth in an Exhibit A and to such matters as inspection, testing or quality control, and Buyer and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes. Notwithstanding any such discussions, Seller will immediately implement such changes.

Seller may propose changes to drawings and specifications of the Goods or to the scope of the work covered by the Contract. If Buyer agrees, in its discretion, to implement such changes, the agreement between the Parties with respect to such changes will be made in accordance with Section 1 above.

Any claim by Seller for pricing adjustments to be made in connection with changes that were approved in writing by Buyer hereunder must be asserted by Seller in writing and pursuant to the relevant provisions set forth in an Exhibit A.

Seller will specify to Buyer and Buyer’s designee the location from which the Goods covered by the Purchase Order will be shipped no later than the date on which the Good is approved for production and Seller certifies the location(s) from which it will ship the Goods covered by the Purchase Order are as specified in the Purchase Order.

Seller will not relocate the production, manufacture or assembly of the Goods from the facilities approved by Buyer, or change the location from which the Goods are shipped, without following Buyer’s relocation requirements and obtaining Buyer’s advanced written consent.

8. Seller’s Contracts with its Suppliers and Subcontractors

Seller will not subcontract any of its obligations under the Contract without the prior written consent of Buyer. Any such consent of Buyer will not release Seller from, or limit, any of Seller’s obligations under the Contract. Seller warrants and guarantees its suppliers and subcontractors will satisfy all requirements and obligations applicable to Seller for Goods delivered to Buyer in connection with the Contract, including the obligation to specify the location from which such Goods will be shipped. Seller’s agreements with its suppliers shall contain terms at least as beneficial to Buyer as those contained in the Contract.

Seller will actively monitor and ensure that its suppliers and subcontractors for any Goods to be provided under a Purchase Order or the Contract comply with the obligations of such Purchase Order and Contract. Seller will be fully responsible for the acts and omissions of its suppliers and subcontractors, including, such acts and omissions that result in Seller failing to comply with or renders Seller in breach of a Purchase Order or the Contract.

Buyer has the option, in its sole direction, to require Seller to assign to Buyer or its designee (and Seller hereby does so assign in the event Buyer so elects) any and all rights, claims, or remedies that Seller has or may have against its supplier or subcontractor in connection with Goods provided under the Contract or Purchase Order. If Buyer exercises its assignment option: (i) Buyer shall not be, or be deemed to be, a successor in interest to Seller or otherwise responsible for the acts or omissions of Seller or for any counter claims, damage claims, costs, expenses, or similar claims or liabilities that Seller’s supplier or subcontractor may have or may assert against Seller; and (ii) Buyer shall not be responsible or liable for any Goods

provided by Seller. This provision, whether or not the assignment right is exercised, does not affect or abrogate any of the Parties' rights or responsibilities under the Contract or Purchase Order.

9. Quality

Seller will comply, in all respects, and will cause its subcontractors and suppliers to comply, in all respects, with Buyer's requirements and procedures as amended or updated from time to time and as incorporated by reference in the Contract. Seller will endeavor to continuously improve the quality of the Goods, its manufacturing and logistics processes. Seller will provide and maintain, and will ensure its subcontractors and suppliers provide and maintain a quality management system that complies with all applicable Laws and Policies and will register and remain registered in Buyer's designated quality management system. Seller will perform quality inspections on a reasonable basis. Seller will make available Seller's systems, procedures, and records to Buyer upon request.

10. Product Warranty; Warranty of Performance

Seller warrants and guarantees that:

- (i) the Goods covered by the Contract will conform to all specifications, drawings, samples, descriptions and quality standards (a) furnished or otherwise specified by Buyer, and/or (b) furnished by Seller and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from any kind of non-conformances and will conform with safety, homologation and reliability requirements of Buyer. In addition, Seller acknowledges to be aware of Buyer's intended use of the Goods covered by the Contract and warrants and guarantees that such Goods have been accordingly selected, designed, manufactured or assembled by Seller and will be fit and sufficient for the particular purposes intended by Buyer; Seller further warrants and guarantees that to the extent that Seller designs any Goods, or Buyer relies on Seller's expertise in any aspect of the design of the goods communicated by Seller to Buyer, those Goods will be fit and sufficient for the purposes intended.
- (ii) Seller has performed and will perform testing activities necessary or appropriate to ensure that the Goods are compliant with Seller's obligations set forth in Section 10.

Any Goods which do not comply with the above (i) and (ii) are considered as non-conformance.

Unless otherwise agreed to by Buyer and Seller in writing, the duration of the warranty provided by Seller to Buyer for the Goods will begin on the date of receipt of the Goods by Buyer and end on the later of: (a) the date of expiration of any warranty period provided under applicable Law for the Goods; (b) expiration of any warranty applicable to the goods provided by Buyer to Buyer's end customer for the vehicle into which the goods are incorporated; or (c) the expiration of any specific warranty period provided in the purchase agreement if any; and/or (d) the expiration of any performance and durability standard provided in any document incorporated by reference into the Contract, including in Buyer's specifications or quality standards.

Without limiting Buyer's other rights and remedies, including without limitation indemnification rights, Seller's obligation to reimburse Buyer's warranty claims due to Seller's breach or failure to fully comply with this Contract or any warranties or duties implied by Law or otherwise made by Seller shall be determined in accordance with Buyer's applicable warranty terms.

If Seller discovers or becomes aware that Seller's Goods or its design or manufacturing processes do not comply or may potentially not comply with vehicle regulatory compliance requirements or Buyer's requirements, Seller shall notify Buyer within twenty-four (24) hours of such discovery or awareness in accordance with Buyer's procedures for reporting such matters to Buyer's vehicle safety and regulatory compliance authorities.

These warranties are in addition to any warranties implied by Law, in equity, or otherwise made by Seller and will survive delivery by Seller and acceptance and payment by Buyer. Furthermore, warranties and covenants in the Contract apply to Goods whether supplied by Seller or Seller's subcontractors or suppliers.

Without prejudice to other rights and remedies available to Buyer by Law or Contract, Seller shall indemnify Buyer for costs associated with quality-issue investigation and containment to the extent caused by Seller's acts or omissions as provided in Section 21.

11. Compliance with Applicable Requirements; Ingredients Disclosure; Special Warnings and Instructions

Seller will comply with applicable Law and Buyer's requirements then in effect regarding: (i) the handling, transportation, labeling, processing, registration, notification, prohibition, use, disposal or recyclability of the Goods, containers, and packing, including the formulation and use of raw materials and other substances in the Goods ("Environmental, Health and Safety Requirements"); and (ii) disclosures on the content and origins of raw materials and substances, including conflict mineral disclosures and chemical and substance of concern disclosures ("Disclosure Requirements"). Seller will promptly provide to Buyer, in such form and detail as directed by Buyer: (a) the formula and list of all ingredients in the Goods, including material safety data sheets; (b) the amount of all ingredients and the percentage of each ingredient in the Goods; (c) an updated formula

and list of ingredients promptly upon any change from that provided to Buyer; and (d) a list of the countries of origin for each ingredient contained in the Goods; provided, however, Buyer may require such information from Seller only to the extent necessary to enable Buyer to comply with applicable Law. Upon Buyer's request, Seller will promptly certify to Buyer in writing that Seller is in compliance with all Environmental, Health and Safety Requirements and all Disclosure Requirements. Seller will immediately notify Buyer if Seller is not in full compliance with any Law. Seller must use resources effectively and efficiently to minimize environmental impact. Seller shall not purchase or sub-contract from any illegal or non-compliant channel or supplier and is committed to promote a responsible supply process.

Prior to and with the shipment of the Goods, Seller will furnish to Buyer sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the goods, containers and packing), of any material that is an ingredient or a part of any of the Goods that is or could become dangerous or hazardous material so as to warrant special handling instructions, as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution that will comply with applicable Laws in force in each country where the Goods shall be manufactured, used, sold or transferred and/or the services shall be performed and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer; and such special handling instructions for such materials.

Seller will promptly provide, in writing, any information regarding the Goods requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable Law, in particular with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any. Seller will track down to the very origin (in particular smelters, mines...) of any ingredients or (raw-) materials in the Goods, and certify this in writing without delay upon Buyer's first request.

12. Financial Reporting; Audit Rights; Inspection of Seller's Premises

Seller shall own and maintain the financial resources necessary for the performance of the Contract.

Seller shall promptly provide, upon request, to Buyer, in writing:

- (i) the approved balance sheets and, if available, the certified balance sheets of Seller, the business plan of Seller for the current year and the following years, as well as any information regarding Seller's financial condition that Buyer may reasonably request in order to assess and monitor the continuous capability of Seller to properly perform under the Contract, and
- (ii) any financial and logistic data that enables Buyer to evaluate the financial health and capacity of Seller to timely supply the Goods, and any audit reports performed by Seller, in particular audits on smelters or refiners of its supply chain, and
- (iii) all other financial information and data requested by Buyer from time to time, including, without limitation, information and data related to Seller's cost structure.

Seller shall immediately notify Buyer in writing of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences:

- i. any failure by Seller to perform any of its obligations under the Contract;
- ii. any delay in delivery of Goods under the Contract;
- iii. any nonconforming Goods or quality problems relating to the Goods covered by the Contract;
- iv. any changes in Seller's corporate structure or organization (including any direct or indirect change in control or ownership of Seller);
- v. any deficiency in Buyer's specifications, samples, prototypes or test results relating to the Contract;
- vi. any failure by Seller, its suppliers, subcontractors or common carriers, to comply with applicable Laws in force in each country where the Goods are, or are intended to be manufactured, used, sold or transferred and/or the services are performed, including, with respect to transportation of Goods under the Contract; or
- vii. any material change in Seller's authorized representatives, insurance coverage or professional certifications (e.g. ISO 9001).

If Seller is insolvent, or if a receiver or trustee or administrator is appointed with respect to the Seller, Seller will immediately inform Buyer.

Seller grants, under reasonable conditions, Buyer or any other third party designated by Buyer full access to Seller's premises, books and records, for the purpose of auditing Seller's compliance with the terms of the Contract or inspecting or conducting an inventory of finished Goods, work-in-process, raw materials, manufacturing processes and facilities, testing methodologies, any of Buyer's Property and all work or other items to be provided pursuant to the Contract. Seller will cooperate with Buyer so to facilitate Buyer's audit.

In addition, upon Buyer's request, Seller shall cause its suppliers and subcontractors to allow Buyer to perform the above mentioned inspections and audits at their respective facilities and of the respective premises, books and records.

All information above shall only be used or disclosed by Buyer, except if otherwise set forth in Exhibit A, in connection with its business, including, without limitation, for any reason related to or in connection with the Contract or with its risk management functions.

Seller will preserve all records pertinent to the Contract, and Seller's performance under the Contract, for a period of not less than ten (10) years after Buyer's final payment to Seller under the Contract. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any Goods (whether in progress or finished), relieve Seller of any liability under the Contract or prejudice any rights or remedies available to Buyer.

13. Work Performed on Buyer's Premises

If Seller or its subcontractors perform any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal and other professional fees) for loss of or damages to property, or persons, including injuries and death, to Buyer or Seller, Buyer's or Seller's employees, subcontractors or any other person arising from or in connection with Seller's performance of work or use of Buyer's property.

14. Price and Payment

The prices stated in the Purchase Order are fixed and are not subject to adjustment for changes in volume, in the price of raw materials or labor, in currency valuation, or for any other reason, unless the prices are adjusted by written agreement of the Parties and then only to the extent specified in that written document.

Seller shall present cost breakdowns to Buyer, in compliance with the documents issued by Buyer and delivered to Seller during the quotation phase.

The prices include the supply of all the materials, labor, labor/social security taxes and contributions related to Seller's manpower, insurance, equipment, management expenses, and any taxes or contributions due or that will be due under the Purchase Order and/or its performance, except otherwise agreed by Buyer in writing.

Payment terms are as set forth in the Contract and will be enforceable to the maximum allowed under applicable Law. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer (collectively, the "Invoice") after delivery or performance of Goods, and the payment period set forth in the Contract will not commence until Buyer has received a correct and complete Invoice which meets all of Buyer's requirements.

Each Invoice must comply with all applicable Law, be issued to the relevant Buyer and include the following information: (i) amount due (in the currency specified in the Contract); (ii) location of delivery or performance; (iii) shipment or delivery information; (iv) Contract or Purchase Order number as applicable; (v) delivery receipt numbers; (vi) the VAT number of Buyer and if applicable, the intra-EU VAT number; and (vii) net weight of physical Goods. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer will use commercially reasonable efforts to assist Seller in correcting any invoice that has been rejected as incomplete or otherwise incorrect.

Buyer's failure to reject an invoice does not constitute Buyer's acceptance of the Goods to which such invoice pertains. Seller is requested to send invoices electronically via EDI as preferred method, alternatively PDF or XML upon agreement between the Parties. Based on the agreed invoice method, Seller will sign and agree to the respective relevant agreement, available in Buyer's supplier portal.

Buyer shall pay for Goods in accordance with the payment terms and in the currency set forth in the Contract, subject to confirmation that the Goods have been received and the services have been properly performed. Payments will be made electronically by bank transfer.

Where Buyer has reasonable grounds to believe Goods provided by Seller under the Contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence that such Goods are free of any liens, claims and encumbrances.

15. Customs; Origin

Seller will promptly notify Buyer in writing of material or components used by Seller in the supply of Goods to Buyer, which Seller purchases in, or transfers from, a country or customs territory (e.g., the European Union) other than the country or customs territory in which the Goods are delivered to Buyer, and any duty included in the purchase price of the Goods. Seller shall provide certificates of preferential origin, non-preferential origin and all other customs related documents necessary to comply with the destination country's rules of origin requirements, and any special trade programs, including applicable free trade agreements, and any other customs-related documentation requested by Buyer. Seller will submit preferential origin certificates only in the format provided by Buyer.

Seller shall notify Buyer of any existing or ongoing investigation initiated by the customs agency of the country from which it may export the Goods and provide Buyer with all information and material as required by Buyer if such investigation will or likely may impose any negative impact on the export or Delivery of Goods to Buyer. Seller shall work with Buyer on a

mitigation plan (without prejudice to Buyer's rights under Section 21) to ensure the on-time delivery and export to Buyer in accordance with the Purchase Order. Any additional cost incurred to implement such mitigation plan shall be borne by Seller.

If the Goods will not qualify for preferential duty treatment under the programs applicable to the country or customs territory of importation, Seller must inform Buyer of that fact during the negotiation process leading to the selection of Seller as the supplier of the Goods, in which case Buyer may exempt Seller from providing a certificate of origin for such qualification. Absent any such notification from Seller during the selection process, failure of the Goods to qualify for preferential treatment after the selection of Seller will entitle Buyer to immediately terminate the Contract or charge Seller for any duties paid in excess of the duty rates contemplated by the Parties during the selection process, at Buyer's election, unless Seller can show a change in Law occurring after the selection of Seller that would justify disqualification of the Goods from preferential duty treatment.

Credits or benefits resulting or arising from the Contract, including trade credits, export credits or the refund of duties, taxes or fees, will belong to Buyer. Seller will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits.

Seller warrants that the information regarding the import or export of the Goods supplied to Buyer is true and correct, and that all sales made to Buyer will be made at not less than fair value under the anti-dumping Laws of the countries to which the Goods are exported.

Seller guarantees that "made in ..." or "fabriqué en ..." statements that may appear on the supplies, packaging, label and delivery notes are true and correct, and Seller shall ensure the internal consistency of such materials, i.e., that they are not contradictory in any respect.

Seller shall, for the supply of Goods manufactured in the same country and/or customs territory (EU for example) as manufacturing place of the vehicle or where part or component are fitted with the Goods, provide preferential origin certificates ("long-term suppliers declarations"), on Buyer's request, except if Seller's offer included the explicit statement that the Goods do not qualify for preferential origin.

The same obligation applies to deliveries of Goods which are supplied from a different country and/or customs territory than the country where the vehicles are manufactured or where parts or components are fitted with the Goods, if the respective country(ies) and/or customs territory(ies) are joint parties to free trade agreements (e.g. different EU member states) or if the respective countries are subject to preferential free trade agreements allowing for cumulation. Seller shall submit preferential origin certificates ("long-term suppliers declarations") only in the format provided by Buyer.

Seller will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operators (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency's Partners in Protection initiative and Administración General de Aduanas de Mexico's Nuevo Esquema Empresa Certificada (NEEC) program). At the request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

16. Taxes

16.1 Transactional Tax

Unless otherwise provided in the Contract, the prices set forth in the Contract will be exclusive of any applicable transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller's quote and in the Contract even if the tax rate is zero. Buyer will not be responsible for any transactional taxes charged by Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its Invoices. Additionally, Seller shall provide Buyer with Invoices in line with the applicable tax Laws to enable, when applicable, Buyer to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the Invoice relates is due from Buyer. Seller will be responsible, when applicable, for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Buyer has provided Seller with an appropriate exemption certificate or when a tax exemption applies to the transaction covered by this Contract. Seller will use reasonable efforts to apply for such exemptions where applicable. Seller will not charge Buyer for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by Seller, or if not recoverable, it would have been, had Buyer taken the appropriate steps, including structuring the transaction through other entities (either Seller's or Buyer's affiliated companies). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing and customs or other documents as requested by Buyer, which set out the transactional taxes paid or payable to any of Buyer's subcontracting suppliers or to a taxing authority.

16.2 Withholding tax

If there is any withholding tax applicable on payments by Buyer to Seller, such withholding tax will reduce the amount paid by Buyer to Seller and be borne by Seller. Both Parties will work together and cooperate with each other to minimize, to the extent legally possible, any potential withholding tax; for this purpose, Seller shall provide any statements, forms, affidavits or

other documents reasonably requested by Buyer to reduce or eliminate such withholding tax. As the case may be, Buyer will send to Seller the necessary documentation in order to claim the foreign tax credit.

Buyer will not be responsible for any interest or penalties associated with Seller's failure to collect or remit any applicable taxes.

17. Seller's Property

Seller will furnish, keep in good condition, and replace when appropriate, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the Goods. Seller will insure Seller's Property with coverage for all losses for its replacement value. All expenses resulting from the foregoing shall be borne by Seller. Seller grants Buyer an irrevocable option to acquire ownership and possession of Seller's Property that is used for the production of the Goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such Goods; provided, however, that this option will not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others, in each case that utilized Seller's Property to manufacture the same, and this option may only be exercised in connection with a termination of the Contract for cause under an Exhibit A.

18. Buyer's Property

All supplies, materials, prototypes and production tools, jigs, dies, gauges, fixtures, molds, patterns, casting patterns, cavities, equipment, software, drawings, documentation, engineering specifications, PPAP submissions and information and test reports, manufacturing aides, test and assembly fixtures, and other items, in each case together with any accessions, attachments, parts, accessories, substitutions, appurtenances, modifications, repairs, refurbishments and replacements thereof and all intellectual property rights contained therein, furnished by or on behalf of Buyer, either directly or indirectly, to Seller, or paid by Buyer through the piece price or in a Purchase Order ("Buyer's Property"), is and shall remain the exclusive property of Buyer, and all right, title and interest in and to Buyer's Property will remain with Buyer, subject only to the limited right of possession and use granted to Seller under this Section. Seller holds Buyer's Property as a bailee at will for the benefit of Buyer. If any tooling that is Buyer's Property does not fully comply with this Contract or otherwise does not meet Buyer's quality standards, Buyer shall not be obligated to pay for such tooling and all amounts paid by Buyer shall be promptly refunded to Buyer by Seller.

Seller will bear all risk of loss of and damage to Buyer's Property, regardless of whether Buyer's Property is located on Seller's premises or Seller's supplier's or subcontractor's premises. Buyer's Property will at all times be properly housed by Seller or its suppliers or subcontractors (as approved in writing in advance by Buyer), insured and maintained by Seller in good condition all at Seller's expense. Seller will replace or repair any such Buyer Property when lost, stolen, damaged, worn, deteriorated or destroyed. Seller will ensure that neither Seller, its suppliers or subcontractors will use Buyer's Property for any purpose other than the performance of the Contract. Buyer's Property will: (i) be deemed to be personalty; (ii) be conspicuously marked by Seller as the property of Buyer; (iii) not be commingled with the property of Seller or with that of a third person; and (iv) not be moved from Seller's premises without Buyer's prior written approval.

Buyer will, at any time, have the right to immediate possession of Buyer's Property, on Buyer's demand. If title in any Buyer's Property has not otherwise passed to Buyer, title will pass as specified in the Contract. Upon the request of Buyer, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either: (i) via Buyer's selected carrier, at Seller's plant (as per the Incoterms 2020 stipulated in the Purchase Order or as otherwise agreed between Seller and Buyer), properly packed and marked in accordance with the requirements of the carrier; or (ii) to any location designated by Buyer, in which event Buyer will pay to Seller the reasonable costs of delivering such property to such location. If any of Buyer's Property is deemed not owned by Buyer, Seller hereby assigns such Buyer's Property to Buyer and grants Buyer a purchase money security interest in and to all Buyer's Property. Seller, upon request from Buyer, will reasonably cooperate in any act necessary to achieve such assignment or perfect or otherwise establish the priority of such interest, including identifying the date on which Seller takes possession of Buyer's Property and the filing of applicable financing statements

To the fullest extent permitted by Law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might have or assert on or with respect to any of Buyer's Property for work performed on such property 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 Buyer's Property, Seller hereby grants to Buyer 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 Buyer's Property, to use such Intellectual Property Rights.

19. Intellectual Property Rights

a) Definitions

"Intellectual Property Rights" means any patent, including patented articles, patent applications, designs, industrial designs, copyrights, droit d'auteur, software, source code, database rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or

unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to the Contract.

The assignment or the licensing of any Intellectual Property Rights includes the assignment or the licensing of all associated rights and obligations including without limitation the rights to make, have made, manufacture, have manufactured, industrialize, use, service, have used, reproduce, represent, adapt, modify, improve, incorporate, prepare derivative works of, distribute, display, disclose under any form and on any media, inform, perform, offer to sell, advertise, sell and import, with the right to sub-license such rights to any third party.

More specifically, the assignment or the licensing of any copyrights (or any item protected by copyrights) or droit d'auteur to Buyer includes the assignment or the licensing of all associated rights and obligations including, the right: (i) to display, or as the case may be, load, transmit and run the works; (ii) to permanently or temporarily reproduce the works in whole or in part by any means and in any form; (iii) to translate, adapt, arrange and/or otherwise modify the works and to reproduce the results thereof; (iv) to distribute and rent out the works and/or any copy or modification thereof; (v) to communicate it to the public, either by wire or by wireless means, including making the work available to the public in such a way that it is available to members of the public from places and at times individually chosen by them; and (vi) to modify and make derivative works thereof, which shall be owned exclusively by Buyer.

b) Foreground Intellectual Property Rights

“Foreground Intellectual Property Rights” means any Intellectual Property Rights, except Background Intellectual Property Rights: (i) that are related to any work done in whole or in part by Buyer alone, by Buyer and Seller jointly or by Seller alone and conducted under the Contract; or (ii) relating to the Goods.

Should some or all the Foreground Intellectual Property Rights be related to work done by a third party to Buyer, e.g. by subcontractor of Seller, Seller shall ensure that such rights are properly assigned or licensed from such third party to Seller so that Seller is able to assign or sublicense, as required under this Contract, such rights to Buyer and/or any company within Buyer Group.

Buyer and Seller will each retain ownership of any Foreground Intellectual Property Rights that are related to any work that are solely created or made by their respective employees, agents or subcontractors (“Personnel”). Seller hereby grants, upon creation, to Buyer and shall cause its affiliates and their respective Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, perpetual to the maximum extent permitted by Law, royalty free, fully paid-up license, with right to sublicense, to all such Foreground Intellectual Property Rights of Seller.

Buyer and Seller will jointly own upon creation any Foreground Intellectual Property Rights that are related to any work that are jointly created or made by Personnel of both Buyer and Seller with the ability to grant licenses, with right to sublicense, without consultation and no duty of accounting to each other for any use or purpose. No exclusive right shall be granted by Buyer or Seller to any third party unless otherwise agreed in writing by the Parties.

c) Background Intellectual Property Rights

“Background Intellectual Property Rights” means any Intellectual Property Rights of either Buyer or Seller relating to the Goods: (i) existing prior to the effective date of the Contract or prior to the date Buyer and Seller began any technical cooperation relating to the Goods, whichever is earlier; or (ii) that each Party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under the Contract.

Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights.

Unless otherwise provided for in the Contract, Seller hereby grants to Buyer and shall cause its affiliates and their respective Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to any company within Buyer Group, to all Background Intellectual Property Rights that are the subject of the Contract or related in any way to the design, manufacture, sale or use of the Goods (the “Limited License”), provided that Buyer (or the companies within Buyer Group) will only use this Limited License in the event that: (i) Seller breaches or repudiates its obligations by being unable or unwilling to deliver Goods as required under the Contract; or (ii) Seller is unable to supply Goods as required under the Contract as a result of a force majeure event, but in such event only for the duration of Seller’s inability to supply. The license granted under this Section 19 (c) will remain in effect for the life of the applicable vehicle program(s) in which such Goods are utilized (now or in the future), including any service parts therefor.

d) Copyrights and Droit d’auteur

To the extent that the Contract is issued for the creation of copyrightable works and/or works protectable by droit d’auteur, the works will be considered “works made for hire” for Buyer except to the extent that the works do not qualify as “works made for hire” or the legal concept of “works made for hire” is unknown under applicable Law, in which case Seller hereby assigns to Buyer all right, title and interest in and to such works, including all copyrights and/or droit d’auteur therein. With respect to jurisdictions in which the copyright and/or droit d’auteur cannot be assigned (such as Germany), Seller hereby grants to Buyer an exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up, transferable and sub-licensable right to use any

form of copyrightable works and/or works protectable by droit d'auteur made available by Seller to Buyer hereunder (including source code and binary form of software) in any known and unknown manner.

e) Right to Repair

Buyer Group, its dealers, its customers, and its subcontractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the Goods without payment of any royalty or other amount to Seller.

f) Reverse engineering

Seller acknowledges that Buyer's Property and computer readable data furnished by Buyer to Seller may contain valuable trade secrets. Unless contractually agreed in writing between the Parties, Seller shall not reverse engineer Buyer's Property or data, by, for example, observing, studying, disassembling or testing it. If applicable Law imposes limitations on this obligation, the limitation shall be construed as broadly as legally possible. If Seller learns about Buyer's trade secrets through, for example, contractually agreed reverse engineering, Seller agrees to keep these trade secrets strictly confidential and not to use them for any purpose other than for the performance of this Contract.

g) Free and Open Source Software (FOSS)

Free and Open Source Software has the meaning defined on: <https://www.gnu.org/philosophy/free-sw.en.html> and <https://opensource.org/osd>.

Seller is not allowed to include any FOSS in the Goods (including in the Background Intellectual Property Rights provided under the Contract) except with Buyer's express written agreement. In the event that Buyer accepts the use of any FOSS, Seller shall comply with the terms and conditions of "FOSS" set forth in the Contract.

h) Logic Keys

Seller shall not include in the Goods, any security certificate "logic keys" which were not agreed to by Buyer in writing, or any items likely to prevent their full use. In the case of logic keys or any other items, Seller shall send to Buyer, as and when they are produced, any logic keys or other items necessary for using the Goods in full.

i) Miscellaneous

Goods manufactured based on Buyer's drawings, designs, and/or specifications and/or any software or models provided by Buyer may not be used for Seller's own use or sold to third parties without Buyer's express written authorization. All of the foregoing shall be deemed Buyer's Property.

Nothing in the Contract is an admission by Buyer of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Buyer to manufacture the Goods or continue the services contracted. Seller will claim and acquire all rights and waivers of Seller's personnel required to enable Seller to grant Buyer the rights and licenses in the Contract. Seller assumes full and sole responsibility for compensating Seller's personnel for such rights and waivers, including the remuneration of employees.

Seller, on behalf of itself and Buyer Group and their respective dealers and customers, will comply with all obligations with respect to software that forms any part of the Goods, including obligations under any licenses.

j) Trademarks

Seller is allowed to reproduce and use the trademarks belonging to Buyer ("Buyer Trademarks") solely to put Buyer Trademarks on the Goods that meet the quality requirements under the Contract and/or on Buyer's Property), and in accordance with Buyer's published marking standards. Any other use or reproduction, in any manner whatsoever, of Buyer Trademarks or trademarks belonging to any company within Buyer Group is forbidden. Seller recognizes Buyer's right, title and interest in Buyer Trademarks throughout the world and all Buyer Trademarks will be and shall remain the property of Buyer. Any and all use of Buyer Trademarks by Seller inures to the benefit of Buyer and its related companies.

Seller is prohibited from using its own trademarks, or those from any third party, on Goods bearing any Buyer Trademark or an identifying mark specified by Buyer, or if the Goods use Buyer's design (a "Marked Part"). Seller will not sell any Marked Part to any third parties without Buyer's prior written consent. Seller agrees to immediately discontinue any use of Buyer Trademarks on the Goods or any other items upon Buyer's request or at the termination of the Contract and Seller agrees to do one or more of the following at Buyer's option: (i) destroy any such Goods or items and present to Buyer an affidavit of destruction; (ii) return or sell to Buyer at cost any such Goods or items; or (iii) remove and destroy any Buyer Trademarks from any such Goods or items and present to Buyer an affidavit of removal and destruction.

k) Extension of the Goods to new countries

If Buyer decides to produce products having or using the Goods in a new country different from the country where said Goods are made and supplied under the Contract or to grant a third party a license for the production of Buyer's products that have or use the Goods in said country, upon Buyer's request Seller shall make its best efforts to facilitate Buyer's initiatives with

reference to localization of the Goods, either through direct local production or through joint-venture production with a local partner or by locally granting a suitable production license, or through other suitable methods allowing Buyer to implement the production or use of the Goods in that new country, ensuring that the Goods cost and quality meet Buyer's standards.

20. Intellectual Property Indemnification

Seller represents and warrants that the manufacture, possession, sale or use of the Goods does not infringe or contribute to the infringement of, misappropriate or violate any patent, copyright, trade secret, trademark or any other Intellectual Property Right of a third party.

Seller will investigate, defend, hold harmless and indemnify Buyer, the companies within Stellantis N.V. group, their successors (collectively "Buyer Group") and their dealers and customers against any actual or alleged claims of infringement, misappropriation, violation or other assertions of proprietary rights violations (including patent, trademark, copyright, industrial design right, or other proprietary right, misuse, or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the Goods, including such claims where Seller has provided only part of the Goods (collectively "IP Claims"). Seller expressly waives any claim against Buyer Group that any such IP Claims arose out of compliance with Buyer Group's or its dealers' or customers' design, specification or direction.

In the event a third party makes an IP Claim, Seller shall promptly, at Buyer's option, without suspension in the supply of the Goods to Buyer: (i) procure for or on behalf of Buyer, at no expense to Buyer, the right to continue using the Goods; (ii) replace the Goods subject to such claim, at no expense to Buyer, with a non-infringing equivalent component, of equal performance and quality that is acceptable to Buyer in its sole discretion; or (iii) modify the Goods subject to such claim, at no expense to Buyer and without impacting their performance and quality, so that they no longer infringe the alleged third party's rights in a manner this is acceptable to Buyer in its sole discretion.

21. Remedies; Indemnity

The rights and remedies of Buyer in the Contract are cumulative with, and additional to, all other rights and remedies of Buyer under applicable Law or in equity. Without limiting the foregoing, in the event that any Goods fail to conform to the warranties or other requirements set forth in the Contract or the product specifications incorporated by reference in the Contract, or if Seller otherwise breaches or fails to fully and timely perform any of its obligations under the Contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, all direct, indirect, incidental, special and consequential damages, lost profits and revenues, and all legal and other professional fees and costs incurred by Buyer as a result of or in connection with such breach or failure, including, without limitation, direct and indirect costs, expenses and losses incurred by Buyer: (i) in inspecting, sorting, testing, repairing or replacing nonconforming Goods or nonconforming deliveries; (ii) resulting from production interruptions or stoppages; (iii) in conducting recall campaigns or other corrective service actions; (iv) resulting from personal injury, including death, or property damage; or (v) in complying with applicable Laws. If requested by Buyer, Seller will enter into a settlement agreement for the administration and processing of warranty chargebacks for nonconforming Goods.

Seller will indemnify, defend and hold harmless Buyer Group against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Seller to fully perform any of its obligations under the Contract.

Any Seller representation, warranty and indemnification obligations hereunder, including without limitation, reimbursement of damages for business interruption set forth under the Contract, shall extend to Buyer Final Client.

22. Insurance

Seller shall ensure that the risk prevention measures in compliance with Exhibit A and the best international standards are met at all times at the manufacturing facilities where the Goods are manufactured and, in particular, in such facilities where the Goods are installed, stored or used.

The minimum limits required under this Section may be satisfied through a combination of primary and umbrella liability policies, so long as total limits provided under those policies are not less than the stated limits required.

Upon Buyer's request, Seller will promptly provide to Buyer copies of certificates of insurance evidencing such coverage. Upon any cancellation or adverse amendment of any insurance policy required under the Contract, and prior to its effective date, Seller will deliver replacement certificates of insurance to Buyer certifying the required types and amounts of insurance coverage set forth herein have been obtained.

Seller shall declare every claim within the deadline and in the manner stipulated by the related Laws and the insurance policies. Seller shall immediately notify Buyer of any change, suspension or cancellation for any reason relating to the coverage level or field of its insurance policies.

The fulfillment, or non-fulfillment, of the insurance obligations under the Contract will not relieve Seller of any liability assumed by Seller or in any way modify Seller's obligations under the Contract, including, without limitation, its obligations to indemnify Buyer. The required types and amounts of insurance will not necessarily be adequate to respond to all exposures to loss. The required limits of insurance will not be deemed as a limitation or maximum liability of Seller under the Contract, including, without limitation, its obligations to indemnify Buyer. Seller will be financially responsible for any deductibles, retentions, self-insurance, co-insurance, premiums, and claims or losses in excess of required insurance limits. Seller will cause and confirm that all third parties, including, without limitation, Seller's affiliates, subcontractors and suppliers, providing Goods maintain the same, or greater, insurance requirements as set forth in this Section, name Buyer as an additional insured on all required insurance policies, and otherwise comply with this Section.

23. Compliance with Laws

In addition to any requirements set forth in the specifications, Seller warrants and covenants that:

(i) it shall timely obtain and maintain any applicable certifications, type approvals, licenses or other regulatory or government approvals for the Goods required under applicable Laws in force in each country where the Goods are manufactured, used, sold or transferred and/or the services are performed including but not limited to product safety and vehicle emissions including CO2;

(ii) the Goods, including but not limited to the specifications, delivery and performances of the Goods, shall not impede, delay or otherwise negatively impact Buyer or any third party to whom Buyer sells a product in which the Goods have been incorporated or prevent timely compliance of Buyer with all applicable Laws from time to time in force in the locations where the Goods are made or delivered and where vehicles equipped with the Goods will be delivered, sold or used including but not limited to product safety and vehicle emissions including CO2;

(iii) all Goods supplied to Buyer have received any required certification or otherwise received required approvals and that all Goods supplied are in the same material configuration and condition set forth in any application or other submission for certification, including emissions certification, or other approval submitted to any applicable governmental or regulatory authorities. Seller shall provide Buyer with a copy of any relevant certification, certificate of conformity or other approval from applicable governmental or regulatory authorities prior to supplying any Goods and Seller shall promptly notify Buyer if Seller becomes aware of any non-conformity with such certification or other approval or non-compliance with any certification requirements with respect to any Goods.

In providing Goods and otherwise performing under this Contract, Seller and its suppliers and subcontractors, will comply with: (i) any and all applicable Laws; and (ii) any and all applicable Policies.

Seller further represents and warrants that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods. Seller agrees to comply with all applicable anti-corruption laws in force in each country where the Goods are manufactured, used, sold, or transferred and/or the services are performed, including, without limitation, under French, Italian, UK and U.S. Law, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing.

Seller will comply with all applicable Environmental Requirements, including the application thereof to Hazardous Work Product. "Environmental Requirements" includes all Laws pertaining to the protection of human health, safety, wildlife, or the environment. "Hazardous Work Product" includes any material or substance that is regulated by an Environmental Requirement. In particular and without limitation, Seller will comply with all applicable Laws regarding the registration, restriction, prohibition, and/or recyclability of chemicals, including those identified in the Global Automotive Declarable Substance List and any of Buyer's applicable Policies. Seller represents, warrants and covenants that all Goods that are required to be registered on an official inventory maintained by the pertinent governmental jurisdiction have been, or will be as required thereby, registered in full compliance with applicable Law, and Seller will provide immediate notice to Buyer of any use restrictions, reporting requirements, or other obligations imposed with respect to such Goods.

Seller shall comply with Stellantis N.V. group Global Responsible Purchasing Guidelines and acknowledges that it has adopted a code of conduct no less stringent than Stellantis N.V. group Code of Conduct.

At the reasonable request of Buyer, Seller will cooperate with and assist Buyer's other suppliers and contractors in connection with the Contract, these General Terms and Conditions or any Purchase Order.

Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance with the Laws; Seller will sustain all costs and expenses needed to achieve compliance with existing or new Laws.

24. Export Controls; Sanctions Compliance

Seller agrees to become knowledgeable of and comply with all applicable export control and sanctions Laws, including those of the EU, the United States and any other applicable jurisdiction (the "Export Control Laws"). Seller will not violate, and will not cause Buyer to violate, any Export Control Laws (e.g. by transshipping goods through, or supplying Goods or services from, sanctioned countries, or with the assistance of any individuals appearing in sanctioned lists). Seller is aware of the constant change of countries, entities and persons mentioned in sanctioned lists and has taken steps to keep up to date with such changes.

With respect to the Goods or technology that Seller sells to Buyer, Seller will provide to Buyer the information necessary to ensure compliance with Export Control Laws, including any potential military use of such Goods, Export Control Classification Number (ECCN), percent (%) of U.S. content, or if requested, of other country or regional content prior to the sale or Seller's start of real production ("SORP"), whichever is earlier. Licenses or other authorizations required for the export of Goods will be the responsibility of Seller unless otherwise agreed in the Contract, in which event Seller shall provide all necessary information as may be requested by Buyer to request or obtain such licenses or authorizations.

25. No Waiver

The failure of either Party at any time to require performance by the other Party of any provision of the Contract will in no way affect the right to require such performance at any time thereafter, nor will the waiver of either Party of a breach of any provision of the Contract constitute a waiver of any succeeding breach of the same or any other provision.

26. Non-Assignment

Under no circumstances may Seller transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including, without limitation, any right of payment and credit arising from such Contract), whether directly or indirectly by merger, acquisition or contribution to a joint venture, without Buyer's prior written consent, including but not limited to transfers resulting from mergers or acquisitions not accepted by Buyer. Any assignment or delegation by Seller in violation of this Section will be void and of no legal effect. Buyer shall have the right to assign any and all claims against Seller to any third party and the law and venue chosen by such third party shall control with respect to such assigned claim.

Buyer shall have the right, after notification to Seller, to assign the Contracts to any company under the Control of Stellantis NV.

27. Nature of the Relationship of Parties

Seller and Buyer are independent contracting parties and nothing in the Contract will make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

28. Severability

If any term of the Contract is invalid or unenforceable under applicable Law, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable Law, and the remaining provisions of the Contract will remain in full force and effect.

29. No Exclusivity

No exclusivity is granted to Seller in relation to the supply of the Goods. Therefore, Buyer is allowed to purchase Goods from any other supplier without obtaining prior agreement of Seller and/or giving notice to Seller.

Buyer may provide Seller with estimates, forecasts, or projections of its anticipated future quantity requirements for Goods. Each of these expressions of anticipated future requirements for Goods is provided for informational purposes only, and is not intended to be, and is not, a commitment by Buyer to buy those future requirements.

30. Governing Law, Jurisdiction

The Contract will be governed by and construed in accordance with the laws of the jurisdiction as set forth in the Exhibit A. In addition, the venue and jurisdiction for all disputes under or related to the Contract will be as set forth in the Exhibit A.

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Seller Name: _____

Signed by (name): _____

Date: _____

Signature: _____