

General Purchase Agreement

made and entered into by and between

**SumiRiko AVS Germany GmbH
Karl-Winnacker-Str. 19
36396 Steinau an der Straße
GERMANY**

(hereafter referred to as „**SumiRiko AVS or BUYER**“)

and

(hereafter referred to as „**SUPPLIER**“)

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PREAMBLE

The objective of this General Purchase Agreement (“hereinafter referred to as GPA”) is to secure a long-term partnership between SumiRiko AVS and its Suppliers in order to meet market and customer requirements with the highest quality standards.

1. GENERAL STATEMENT OF WORK

The terms of this GPA shall govern the legal relationship between Buyer and Supplier with regard to the procurement of certain Products and/or Services, whether or not this GPA or its terms are expressly referenced. Supplier agrees to sell and Buyer agrees to purchase Products and/or Services in accordance with the terms and conditions of this GPA. The Suppliers terms and conditions shall not apply even if they were not opposed specifically in individual cases.

Supplier must meet all legal, environmental, quality and safety-related regulations as well as requirements for restricted, poisonous and hazardous materials in effect in the EU. The Supplier must have available the necessary permits and licenses for the materials used, its processes and plants and systems.

The Supplier's Products shall comply with modern scientific and state-of-the-art technology and the specifications, drawings, etc. as agreed between the Parties.

Supplier is obliged to immediately review whether the specifications established in the drawings, specifications, etc. from Buyer or from Supplier violate or contradict such provisions and, if this is the case, to inform Buyer immediately in writing.

2. SUMIRIKO AVS AFFILIATED COMPANIES

The Parties agree that SumiRiko AVS affiliated companies shall be entitled to enter into Individual Agreements and to place Orders with Supplier, subject to the terms and conditions of this GPA including its appendixes and amendments.

Supplier agrees to supply Products and provide Services, as defined in the Individual Agreement and the Order to such SumiRiko AVS site subject to the terms and conditions of this GPA including its exhibits and amendments.

The following SumiRiko AVS sites shall be entitled to place Orders:

1. SumiRiko AVS Germany GmbH
2. SumiRiko AVS Spain S.A.U.
3. SumiRiko SD France S.A.S.
4. SumiRiko Rubber Compounding France S.A.S.
5. SumiRiko AVS Wuxi Co. Ltd., China
6. SumiRiko AVS Romania S.R.L.
7. SumiRiko AVS Czech s.r.o.
8. SumiRiko AVS RUS LLC

The list of SumiRiko AVS sites may change from time to time. Buyer shall inform Supplier in writing about such changes. SumiRiko AVS sites shall not have a joint and several liability to the Supplier.

3. REQUEST FOR QUOTE

The Supplier shall receive from Buyer a request for the development of a Product or for the manufacture of a Product developed by Buyer. The request shall include, for example, a data set, drawing, technical specifications, a functional specification sheet and commercial specifications.

When submitting the proposal, the Supplier generally has to assess the manufacturability, to the extent necessary and define the possible risks / restraints in the proposal. Otherwise, the manufacturability is deemed confirmed.

The Buyer's customers fundamentally reserve the right to perform an additional cost control at Buyer's facility and with its subcontractors. This right shall also apply equally to Buyer at its Supplier's location and that of its subcontractors. At Buyer's request, the Supplier must submit the cost details using SumiRiko AVS or the customer-specific forms.

4. CONTRACT

Upon acceptance, this GPA together with the Individual Agreements, the Orders and any other documents specifically incorporated in the Order or separately agreed upon, such as specifications, drawings, requirements of Buyer's customer or quality requirements, shall form a binding Contract between Buyer and Supplier (collectively, the "Contract").

The Order of precedence of contractual documents is specified below in Article 24 of this GPA.

4.1 General Purchase Agreement

This GPA is accepted by Supplier by

- (a) Supplier's signature or other acknowledgement in writing, or
- (b) Supplier's digital confirmation in Buyer's Supplier Online Portal.

4.2 Individual Agreements

Buyer and Supplier may enter into Individual Agreements, including but not limited to "Product Agreement" and "Price Agreement" or any other Individual Agreement as agreed between the Parties. Any such Individual Agreement shall constitute an essential part of the Contract.

4.3 Orders

4.3.1 Delivery schedule / Purchase Orders

Buyer is entitled to place Orders with Supplier as follows:

- (a) By issuing a purchase Order
- (b) By issuing a delivery schedule

(the "Order" or the "Orders").

Buyer may issue an Order in writing (email is sufficient) or via Electronic Data Interchange ("EDI").

The quantities stipulated in the Orders shall be deemed binding Orders for the first twenty (20) business days starting from the Order date and Supplier is entitled to manufacture such volumes. Supplier may stock up the necessary materials for the quantities projected for the subsequent 20 business days.

Unless Supplier receives an Order that states otherwise, the manufacturing and/or materials release moves forward one calendar day respectively. Only for this timeframe Buyer is obliged to accept deliveries as long as Supplier can demonstrate that the parts / materials had already been manufactured or purchased at the time the Order was cancelled. Any volumes and delivery dates exceeding the timeframe mentioned above are non-binding and shall only serve as a forecast. The due dates specified in the Order refer to the arrival dates at the place of unloading. Products shall be delivered to Buyer according to the FIFO principle.

4.3.2 Acceptance of Orders

An Order is Buyer's offer to purchase the Products ("Products") and Services ("Services") at the delivery date and quantity as stated therein. Supplier will be deemed to have accepted Buyer's Orders including the terms of this GPA upon the earliest of a) Supplier's acknowledgement of the Order in writing or via Electronic Data Interchange (EDI), b) Supplier's failure to reject the Order in writing or via EDI within three (3) Business days after the date of receipt, c) Supplier's commencement of any of the work or Services which are related to or in anticipation of the Order, d) any other conduct by Supplier that objectively indicates acceptance of the Order. Supplier shall not unreasonably reject Orders. Increases in prices and costs shall not constitute a reason for Supplier to reject incoming Orders.

Supplier understands and acknowledges that Order processes may vary depending from the ordering SumiRiko AVS site. Supplier agrees to comply with the Order management specifics of each site. In case of ambiguities or missing information, Supplier shall contact the respective ordering site immediately and seek clarification or instructions.

4.3.3 Modification of Orders

Buyer is entitled to modify the Order and the quantity and delivery date, in particular if the modification is necessary to satisfy Buyer's customer's change request. The modification shall be considered as accepted if the Supplier does not respond otherwise in writing within three business days after receipt. Partial deliveries and excess deliveries are only permitted if they have been agreed on in writing.

4.3.4 Cancellation of Orders

Buyer shall be entitled to cancel any Order or any portion thereof for any reason by notifying Supplier in writing or via Email or EDI prior to the scheduled delivery date(s). If Buyer declares such cancellation with at least twenty (20) business days prior notice to the delivery date, Buyer shall not be obliged to bear any costs with respect to the cancellation and shall not be obliged to accept deliveries.

If Buyer cancels the Order or any portion thereof with less than twenty (20) business days prior notice to the delivery date, Buyer shall pay to Supplier the reasonable costs for unfinished Products and of commodities which Supplier has used exclusively for Buyer within the parameters of a reasonable disposition thereof and which Supplier cannot use for any other purpose.

5. CHANGES

5.1 Changes requested by Buyer

Buyer is entitled to request changes to the delivery item, including but not limited to specifications, material, designs, packing or quality control. Buyer shall endeavour to discuss such changes with Supplier as early as practical. Supplier understands and acknowledges that Buyer is obliged to implement change requests of Buyer's customers.

Supplier shall promptly implement Buyers change requests. Supplier shall inform Buyer without undue delay if such change request results in an increase or decrease in costs or affects the delivery dates. Supplier shall provide Buyer with the respective supporting documentation and information. The Parties will discuss in good faith whether and to what extent an adjustment is necessary. Any such adjustment requires a written agreement.

5.2 Changes requested by Supplier

Supplier shall not make any changes to the Order and/or the delivery item, including but not limited to to quantities, date and place of deliveries, prices, specifications, material, location, designs, packing or quality control. Any change made by Supplier requires Buyer's prior written consent. Any changes made by Supplier without Buyers written consent shall constitute a material breach of Contract.

6. DELIVERIES

6.1 Delivery Performance

Supplier shall deliver Products and Services in strict accordance with terms of the Orders, the Individual Agreements and this GPA. Time and quantity is of the essence with respect to Supplier's deliveries. Supplier shall notify Buyer immediately of any anticipated late deliveries and any impending plant or facilities shut-down for any reason, including vacation, tool repair, labor difficulties, or government order. In the event Supplier is in delay with deliveries to Buyer, for reasons other than Force Majeure, Supplier shall, at its expenses and upon Buyers request, deliver Products to Buyer in the most expeditious manner possible, which shall include, but shall not be limited to, expedited manufacture, expenditure of premiums for parts, expenditure of premium labor cost and the payment of premium transportation costs associated with the delivery of the Products. In such a case Buyer may decide to arrange shipments of the Products and to charge Supplier with the costs incurred. For the avoidance of doubt, plant holidays do not release Supplier from its delivery obligation.

Early deliveries before the agreed delivery date must be avoided and requires Buyer's prior written consent. If Supplier delivers more than one (1) calendar days prior to the agreed upon delivery date, Buyer reserves the right to reject the Products. Buyer further reserves the right to reject partial or excess deliveries.

6.2 Release for delivery

The Supplier is responsible for sending samples in a timely manner and acquiring the necessary releases from Buyer. With regard to releases, the following distinctions must be made:

- The initial sample release serves only to allow invoicing of tooling costs; it does not authorise manufacture and delivery. Buyer thus enables its Supplier to submit tooling invoices sheet early on. The Supplier must attach Buyer initial sample release to the invoice.

- A separate written delivery release must be obtained from Buyer for manufacture and delivery as long as this is recorded on the PPAP/PPA/PPF. As a rule, this release is not issued until the functional tests on the assembly part have been completed at Buyer facility or at the customer's location.

Both mentioned releases are issued by Buyer quality department.

6.3 Delivery Terms

Supplier shall deliver the Products in accordance with the mode of transport as specified by the respective Incoterms in the Individual Agreement or the Order.

6.4 Delivery capacity

In order to deliver by the due date and to meet quality and quantity requirements, the Supplier is obliged to keep the scheduled production equipment capacity available (e.g. tools, equipment, machines, etc.) to safeguard supply capacity to the extent required by the delivery schedule.

6.5 Delays in deliveries

Any delivery dates and quantities under the Order are binding. If Supplier fails to meet the agreed delivery dates or quantities for reasons within Supplier's sphere of influence or responsibility and not meeting the agreed delivery dates or quantities, Supplier shall compensate Buyer for the damages incurred by Buyer as a result of such delay.

If Supplier is in delay, Supplier agrees to pay to Buyer liquidated damages in the amount of 0,4% of the Order value for each day, or part of a day thereafter, subject to a maximum of 7,5% of the Order value. Supplier shall reimburse Buyer for any charges levied by Buyer's end customer provided that Supplier is the sole cause for such delay, and provided that Buyer uses good faith effort to mitigate the damages. The liquidated damages provided for herein shall be a genuine pre-agreed estimate of the loss suffered by Buyer and shall not constitute a penalty. Buyer's right to claim for compensation according to the terms of this GPA and of the applicable law shall remain unaffected, provided that the actual damage exceeds the liquidated damages. Buyer shall be entitled to deduct and retain due liquidated damages from current payment obligations to Supplier.

6.6 Supply shortfall

In case of an acute supply shortfall, Supplier agrees to provide to Buyer full production capacity, including on weekends and public holidays until the end of the acute supply shortfall. The end of the acute supply shortfall situation must be confirmed by Buyer in writing. Buyer reserves the right to charge its incurred costs to the Supplier if Supplier is responsible for the supply shortfall.

6.7 Inventory buffer

Unless otherwise stipulated in a separate agreement, the Supplier shall organise a buffer stock for an average two weeks supply of materials pursuant to the actual delivery schedule. The Buffer stock must be implemented by no later than one (1) month after the first delivery as per the delivery schedule. The average weekly supplies are determined based on the Order quantities from the first 4 weeks of the delivery schedule and must be adjusted accordingly in case of supply changes and updates.

Repeated non-compliance or subsequent irregularities despite a written request by Buyer to (re) establish the buffer stock within a reasonable period of time shall constitute a material Contract breach that results in

Buyer's right to terminate the Contract for cause without giving prior notice. In this case Buyer shall be entitled to withdraw from continuous obligations and to cancel pending Orders without compensation.

7. PRICES AND PAYMENT TERMS

Supplier shall develop, manufacture and deliver the Products for the agreed term at the prices specified in the Individual Agreement. Prices are not subject to an increase unless specifically agreed in an Individual Agreement signed by both Parties. Unless explicitly agreed otherwise, Supplier assumes the risk of any event or cause affecting prices, including without limitation foreign exchange rates, export taxes, tariffs, duties, increases in raw material costs, increases in labor costs, energy costs and other production costs.

Unless otherwise agreed between Buyer and Supplier, a cash discount amounting to 3% of the totally invoiced amount is considered granted if payment is made within 60 days since receipt of a proper invoice. Otherwise payment shall be made net within 90 days from invoice receipt. In case deliveries are made before the delivery due date, the payment date is still based on the agreed delivery due date. Payments must be made by bank transfer or check. In case of an incorrect or defective delivery, we are entitled to withhold a percentage of the payment until the Order has been properly filled.

Without Buyer's prior written approval which may not be unreasonably withheld, the Supplier is not entitled to assign its claims against Buyer or to collect accounts through third Parties.

8. SERVICE AND REPLACEMENT PARTS

In accordance with the requirements of the automotive industry, Supplier guarantees to Buyer the supply of Products for a period of 15 years after end of series production. In this respect, the Supplier is obliged to establish contractual regulations with its subcontractors that will ensure a corresponding supply of replacement parts. The terms as agreed in the Individual Agreement shall apply.

9. TOOLS / PRODUCTION EQUIPMENT / MACHINERY

9.1 Scope

The scope of this section is the terms and conditions for the gratuitous loan of machines, tools, equipment, models, samples, bottom swages, measuring and instrumentation equipment, taps and dies and similar items - referred to in the following as production equipment - by Buyer to the Supplier for the manufacture or processing and supply of parts to Buyer.

9.2 Ownership of the production equipment

9.2.1 Equipment loaning

Any production equipment, including tooling design, construction data and know-how, loaned to the Supplier by Buyer shall remain the property of Buyer. The equipment loan shall be documented. The further loan of production equipment to subcontractors or third Parties requires Buyer's prior written consent.

9.2.2 Third Parties

If production equipment is manufactured or acquired on behalf of Buyer by the Supplier itself or by a third party commissioned by Supplier, its ownership shall be transferred to Buyer at the time of completion and

payment and/or the receipt of the production equipment at the Supplier's facility. The handover of production equipment to Buyer shall be replaced by a transfer by way of loan. This shall also apply to replaced production equipment.

The Supplier shall ensure that it was the exclusive owner of the production equipment and that no third Parties are entitled to rights thereof. If this is not the case, the Supplier shall ensure that it is authorised to have unlimited access to the production equipment.

9.2.3 Labeling

If the production equipment is not yet labeled as Buyer or Buyer customers property and provided with a SumiRiko AVS identification number, the Supplier shall, at its own expense, in accordance to the specifications individually defined by Buyer attach an ID label including the SumiRiko AVS identification number onto each Contract object to identify it as SumiRiko AVS or SumiRiko AVS customers property.

To protect Buyer right of ownership from any third party interfering with the rights of the owner, such as seizure, confiscation or the like, the Supplier is obligated to report such activities immediately. If costs are incurred for maintaining such measures, the Supplier must bear the costs or, if applicable, reimburse Buyer.

9.3 Transport, packaging and insurance

The Supplier shall bear the costs and cover the risk for transport, packaging and insurance in connection with the delivery of the production equipment and the necessary interim transportation as long as it was not initiated by Buyer.

9.4 Storage and usage

9.4.1 Obligation to exercise proper care

The Supplier must handle the production equipment on loan carefully and store it free of charge with the proper care of a professional business person. The Supplier shall use the production equipment only for the manufacture and processing of parts ordered by Buyer.

9.4.2 Storage obligation

For a period of 15 years after the stop of production of the series, the Supplier is obligated to keep and store the production equipment at its own expenses. Scrapping requires prior written consent from Buyer.

9.5 Service and maintenance

The Supplier must keep all production equipment on loan in good operating condition. The Supplier shall pay for Service, maintenance and repairs as well as for necessary successor tools (e.g. due to wear and tear) as long as no other written agreement states otherwise in terms of specific Products. Repairs must be made, damages repaired and successor tools produced in a timely manner so that delivery due dates are met. Buyer must be informed immediately of damages to Contract objects.

The Supplier may not modify production equipment without prior written consent from Buyer. In such a case, the modification must be made for Buyer so that Buyer remains the direct owner of the new/modified Product.

The Supplier shall inform Buyer in a timely manner, i.e. taking into consideration the customary delivery dates, at what time the production equipment must be replaced as a result of normal wear and tear.

The testing and measuring equipment included must be monitored. Buyer is authorised, together with the customer, to inspect the equipment, to monitor their use and to perform an inventory check.

9.6 Liability and insurance

If the production equipment becomes unusable due to circumstances or are lost, the Supplier shall bear the costs for procuring replacements. The Supplier has to set it up for Buyer in such a way as if no damage at all occurred.

The Supplier shall insure the production equipment against all industry-related risks, particularly fire, theft and water damage, at their replacement value at its own cost for the duration of the agreement. Proof of insurance's must be submitted to Buyer upon request.

The Supplier shall assign to Buyer its claims against insurance companies or other Parties that it is entitled to in the event of loss so long as they are not used to recover the Contract object. Buyer shall accept this assignment. After consulting with Buyer, Supplier shall proceed with the recovery.

The Supplier is responsible for complying with legal and accident prevention regulations. In this regard, Supplier shall exempt Buyer from damage compensation claims filed by third Parties.

Claims for compensation filed by the Supplier against Buyer due to failing to supply the production equipment or failing to supply it in a timely matter are excluded, particularly compensation for consequential damages such as production downtime or loss of use as well as lost profits. This shall not apply except in cases of wilful acts or gross negligence or mandatory liability by law.

9.7 Delivery and return

In the following cases, the Supplier is obligated to release and hand over the production equipment to Buyer upon initial request:

- If the Order, which requires the objects in order for the Supplier to complete it, is fulfilled or cancelled prematurely or the general agreement terminated;
- If the Supplier fails to supply the agreed quality or quantity on time and under competitive conditions, despite Buyer's written reminder;
- If SumiRiko AVS customer demands release;
- If the Supplier or a third party initiates a bankruptcy or insolvency proceeding or if Supplier is unable to pay its debts.
- If changes occur in the Supplier's corporate ownership and these changes have significant implications on the contractual relationship. In such case, Supplier must inform Buyer of these changes without undue delay.

The Supplier shall return the production equipment in good working condition as well as other documents within a week of Buyer requesting them to a location in the EU that Buyer determines. However, the Supplier is only obligated to assume the costs up to the amount it would have cost to return it to the original transfer or shipment location. If the production equipment is not paid for or not paid for in full, the contractual Parties will reach a reasonable agreement.

10. SUPPLIER QUALITY & HEALTH, SAFETY & ENVIRONMENT REQUIREMENTS (QHSE)

Buyer and Supplier shall comply with terms and conditions of the Supplier QHSE Requirements Manual, The Supplier QHSE Requirements Manual shall form an integral part of the Contract.

The latest version is always to be found under our website - download area – “documents for suppliers” – under the name [“Supplier QHSE Requirements Manual”](#)

11. SUPPLIER LOGISTICS MANUAL

Buyer and Supplier shall comply with terms and conditions of the Supplier Logistics Manual. The terms of the Logistics Agreement shall form an integral part of the Contract.

The latest version is always to be found under our website - download area – “documents for suppliers” – under the name [“Supplier Logistics Manual”](#)

12. WARRANTY

12.1 General

Supplier guarantees to Buyer that (1) during the warranty period specified in the Individual Agreement or this GPA, the Products shall be (i) free from defects in design, workmanship and materials, and (ii) shall conform to the specifications, drawings, samples, and performance requirements specifically incorporated in the Contract, and (iii) shall be in compliance with applicable laws and regulations, and (iv) shall conform to the established rules of technology and that (2) Supplier shall transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances and rights of third Parties.

12.2 Warranty Period

The Period for each of the foregoing warranties shall commence on the date of the initial registration of the vehicle in which the Product or the replacement part is installed.

Unless otherwise agreed in an Individual Agreement, the warranty period shall continue until a) the expiration of the warranty period agreed between Buyer and its customer, b) the expiration of 36 months, whatever occurs at the latest.

12.3 Warranty Claims

In the event of the delivery of a non-conforming Product:

If the non-conforming Product is discovered before processing or installation into the vehicle, Supplier shall pursuant to Buyer’s choice and instruction (i) at Supplier’s expenses sort out and rectify the non-conforming Products or (ii) provide Buyer with a replacement delivery, unless such supplemental performance is not reasonably acceptable for Buyer, for example in cases of high urgency or the threat of severe damage. Such supplemental performance shall be provided within twenty-four (24) hours after notification of the defect to Supplier. If Supplier is unable or unwilling to deliver the supplemental performance within twenty-four (24) hours as described above, Buyer shall be entitled to (i) withdraw from the Contract without setting any further deadlines and to send back the non-conforming Products at Supplier’s costs and risk, (ii) procure

replacement goods in appropriate quantities from third Parties, (iii) carry out or have carried out rectification of the non-conformance by a third party at Supplier's costs.

If the non-conforming Product is discovered after installation into the vehicle start of production, Buyer is entitled to request (i) subsequent delivery and (ii) compensation for transport costs necessary for the assembly of the subsequent delivery (iii) dismantling and disassembly costs (including but not limited to labor and material) or at Supplier's discretion reduce the purchase price.

Supplier shall compensate any loss or damages of Buyer caused by Supplier's delivery of non-conforming Product (including but not limited to reasonable costs for interruptions of production, field Service campaigns or other corrective Service actions, reimbursement of Buyer to its customer based on the customer Contract and/or applicable law.)

Buyer shall be entitled to deduct and retain due damages under this section from current payment obligations to Supplier.

12.4 Notice of Complaint / Claim Procedure

The Parties shall comply with the complaint procedures as agreed upon in the Supplier QHSE Requirements Manual.

13. PRODUCT LIABILITY

13.1 Product Liability Insurance

Supplier shall maintain an adequate extended product liability insurance coverage during all times of its business relationship with Buyer and provide Supplier with reasonable evidence upon request.

13.2 Indemnification

Supplier shall indemnify and defend Buyer against third-party claims or demands for injury to or death of persons, property damage, economic loss, and any resulting damage, losses, costs, and expenses (including reasonable attorney fees), regardless of whether such claim or demand arises under tort, Contract, strict liability, or other legal theories, if and to the extent caused by Supplier's defective design or manufacture of Products or provision of Services, or its negligent acts or omissions in its performance under the Contract. This section shall not apply to the extent that the injury, loss, or damage is solely attributable to Buyer. Supplier shall be liable for any costs resulting from reasonable measures taken by Buyer in order to avert damages which are attributable to Supplier or resulting from Buyer's legal obligation to execute such measures as prescribed by applicable law.

13.3 Product Liability Notification

Buyer shall notify Supplier without undue delay after Buyer becomes aware of the basis for a claim under this section 13. The Parties shall cooperate to determine the root cause of a defect in or failure of the Product(s) (and related systems and components) and an equitable allocation of responsibility among all responsible Parties. Supplier shall be entitled to examine and test all available Product(s) and related systems and components that are subject to a third party claim. The Parties shall keep each other continuously informed and coordinated in respect of steps to be taken, in particular the possibility to settle such third party claim.

13.4 Recall

If Buyer or its customer, voluntarily or pursuant to a government mandate or requirement makes an offer to owners of vehicles to provide remedial action to address a defect in the Product that relates to safety or the failure of the Product to comply with applicable laws, safety standard or guidelines (“Recall”), Supplier shall be liable for all reasonable costs and expenses associated with the conduct of a recall campaign or any other corrective Service action, as far as Supplier is responsible for the defect. If both, Buyer and Supplier are jointly responsible for the defect, they will negotiate in good faith an appropriate allocation of the costs and expenses. In the event of a recall, Buyer and Supplier agree to cooperate closely and provide each other with information and documentation as required.

14. INDEMNIFICATION

Unless otherwise agreed in writing and to the extent permitted by applicable law, Supplier shall indemnify Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect, incidental, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other reasonable professional costs and expenses) suffered or incurred by Buyer arising out of or in connection with Supplier’s performance or breach of this GPA and/ or any Individual Contract and/or any Order.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Buyer’s Intellectual Property

Buyer does not transfer to Supplier any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (“Intellectual Property Right”) of Buyer in information, documents, or property that Buyer makes available to Supplier under the Contract, other than the right to use Buyer’s Intellectual Property Rights to produce and supply Products and Services to Buyer.

15.2 Rights to Development Results

In the event Supplier carries out a fee-based development work for Buyer, Buyer shall grant to Supplier an exclusive, irrevocable, transferrable and sub-licensable free-of-charge right of use for all application purposes to the know-how and the results of development work. Inventions made by Supplier which arise in the course of the development work shall be transferred to Supplier in full extent without delay and free of charge.

15.3 Supplier’s Intellectual Property

Except as stated in this section 15 Supplier shall not be obliged to transfer to Buyer any Intellectual Property Right of Supplier related to the Products or Services or incorporated in Supplier’s property, other than the right to incorporate Products purchased from Supplier into components of Buyer and to sell those components to Buyer’s customers. If a Contract is terminated by Buyer or Supplier (other than for Supplier’s default), Supplier shall grant to Buyer a non-exclusive right and license to use Supplier’s Intellectual Property Rights, to obtain from alternate sources Products and Services similar to the Products and Services for use in parts covered by the terminated Contract. Supplier shall not be obliged to pay any fee for such license if (1) Buyer terminates a Contract for Supplier’s default, or (2) Supplier terminates the Contract other than for

Buyers default. In all other cases, the Parties shall negotiate a reasonable fee for the use of Supplier's Intellectual Property Rights.

15.4 Infringement

Supplier shall indemnify and defend Buyer and its customers against any claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right. If a claim under this section 15 results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying or Buyer from using the Products for their intended purpose, Supplier shall at its option and expense either (i) secure a license of the Intellectual Property Right that permits Supplier to continue supplying the Products to Buyer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (iii) replace the Products with non-infringing but practically equivalent Products.

Supplier shall have no liability under this section 15 if and to the extent that a claim of infringement is based on (1) a Product modification made by Buyer or a third party without the consent of Supplier.

16. NO COUNTERFEIT PRODUCTS

Supplier shall not design, manufacture, or sell to third Parties any Product based on the Buyer's drawings and specifications or the Supplier's drawings without Buyer's prior written consent.

Buyer expects Supplier to develop, implement, and maintain methods and processes appropriate to their Products and Services to minimize the risk of introducing counterfeit parts and materials into deliverable Products. Effective process should be in place to detect counterfeit parts and materials and mark parts obsolete as appropriate.

17. CONFIDENTIAL INFORMATION

Buyer and Supplier have entered or shall enter into a separate Non-Disclosure Agreement ("NDA") which shall form an integral part of this GPA. In case the Parties have not entered into a Non-Disclosure Agreement, the following provisions shall apply:

For the purpose of this section, "confidential information" shall be defined as any information that one party discloses or has disclosed to the other party verbally, in writing or in physical form, in particular but not limited to plans, drawings, invoices, designs, formulas, samples and technical and business information.

During the term of the Contract, neither party shall disclose to third Parties any confidential information received from the other party ("Discloser") pursuant to this agreement or use such information for any purpose other than performing its obligations hereunder without Discloser's prior written consent unless such information:

- (1) is publicly available through no fault of the party who has received Discloser's confidential information ("Recipient") at the time of disclosure;
- (2) is rightfully in its possession prior to disclosure to Recipient;
- (3) is received in good faith by Recipient from a third party free of any confidentiality obligation;
- (4) becomes publicly available through no fault of Recipient after the execution of this agreement; or
- (5) is independently developed by Recipient without use of Discloser's confidential information.

Notwithstanding the above, Buyer is entitled to disclose information received from Supplier under this agreement, including, but not limited to, specifications, prices, quality, quantity, suppliers of Products, to Sumitomo Riko Company Limited (“SRK”, Buyer’s parent company), Sumitomo Electric Industries, Ltd. (SRK’s parent company), the subsidiaries of SRK or Sumitomo Electric Industries, Ltd. and Buyer’s subsidiaries (collectively “Buyer’s Affiliates”) for such purposes as group purchasing or procurement outsourcing. When Buyer discloses information received from Supplier to Buyer’s Affiliates, Buyer shall ensure that each of Buyer’s Affiliates bears the same obligations of confidentiality as those described in this Article 16.”

18. INSURANCES

Supplier shall obtain and maintain sufficient insurance coverage considering the risks arising from or relating to deliveries and Services rendered by Supplier under this GPA. Upon Buyer’s request Supplier shall furnish to Buyer a certificate evidencing satisfaction of insurance requirements under this GPA.

19. SUPPLIER EVALUATION

The Supplier shall be evaluated based on its performance. The evaluation process must be constantly monitored and is based on the latest version of Buyer procedure concerning Supplier evaluation available in the download area on the SumiRiko AVS homepage. If deficiencies can be determined during the evaluation, the Supplier is obligated to draw up and implement action plans with concrete goals, e.g. agreed ppm values. The obligation to perform a self-evaluation remains unaffected hereby.

Additionally to the monthly and consolidated half-yearly quality- and logistics performance evaluation, Buyer is using other criteria to classify and select its Suppliers (technology & facility, project management, cost level/competitiveness, innovation, support, know how/technical expertise,...) and reserves the right to request current financial statements from the Supplier as well as product liability- and recall insurance related information (copies of valid policies) on a regular basis.

The Supplier evaluation and classification shall be used as deciding factors for future business.

20. COMPLIANCE WITH PROCUREMENT STANDARDS

Supplier shall comply with the Buyer’s procurement standards regarding corporate social responsibilities and procurement standards regarding environmental protection and energy saving (the “CSR Supplier Guideline”). The Buyer’s CSR Supplier Guideline constitutes an essential part of the Contract Supplier.

The latest version is always to be found under our website - download area – “documents for suppliers” – under the name [“CSR Supplier Guide”](#)

Upon Buyer’s request, Supplier shall disclose, the ingredients of the Products and their mixture of such ingredients and other materials and items to manufacture the Products, provided that where such disclosure is undesirable to protect Supplier’s technical information, Supplier and Buyer shall discuss and agree upon the scope of the disclosure.

21. COMPLIANCE WITH LAWS AND CODE OF CONDUCT

Supplier shall comply with applicable laws, rules and regulations of the country where the Products are manufactured or the Services are performed. Supplier shall provide Buyer upon Buyer's request with documents and information reasonably required in order to comply with applicable laws.

Supplier undertakes to comply with the principles of Buyer's Code of Conduct. shall constitute an integral part of the Contract. Supplier's violation of the Code of Conduct shall constitute a material breach of Contract and, Buyer shall be entitled to terminate this GPA or any other Contract related hereto for good cause without notice period.

The latest version is always to be found under our website - download area – “company policies and regulations” – under the name [Code of Conduct](#)

22. COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS

Supplier shall comply with the Buyer's latest applicable Information Security Requirements.

The latest version is always to be found under our website - download area – “documents for suppliers” – under the name [Information Security Requirements for Suppliers](#)

23. ASSIGNMENT AND SUBCONTRACTING

Supplier may not, in whole or in part, (a) assign to a third party this agreement or any rights, interests, or obligations hereunder; or (b) subcontract or otherwise delegate the performance of the Services to be performed hereunder without Buyer's prior written consent.

Where Supplier subcontracts or otherwise delegates its performance pursuant to this article. it shall impose on the subcontractor or the delegate the same obligations and responsibilities as those imposed on Supplier under the Contract.

Buyer's consent to Supplier's delegation or subcontracting its performance shall not reduce Supplier's responsibilities and liabilities under this agreement and the Individual Contract.

24. ORDER OF PRECEDENCE

In the event of conflicts or ambiguities between contractual documents, the Order of precedence shall be as follows:

1. The terms of the Order
2. The terms of the Individual Agreement, including but not limited to Product Agreement, Price Agreement and Development Agreement
3. The terms of the Non Disclosure Agreement
4. The terms of the General Purchase Agreement including its Annexes
5. Buyer's Terms & Conditions of Purchase

25. TERM AND TERMINATION

25.1 Term and Termination of an Individual Agreement

The term and termination of an Individual Agreement shall be in accordance with the specific term and termination provisions as specified therein.

If the Individual Agreement does not provide such specific provisions, the Individual Agreement shall continue for the life of the program, for which the Products are used or sold by Buyer. Buyer may terminate the Individual Agreement in whole or in part for convenience by giving thirty (30) days prior written notice. Any Orders processed to Supplier before and until the termination date shall remain effective. Buyer shall purchase and Supplier shall deliver any ordered and completed Products at the at the agreed price, and work-in-process and raw materials at Supplier's actual cost, in each case to the extent reasonable and authorized by Buyer's Orders. Any further claims resulting from the termination of Buyer shall be excluded.

Each Party's right to terminate an Individual Agreement for good cause ("Kündigung aus wichtigem Grund") without notice period shall remain unaffected. A good cause for termination includes, but is not limited to:

- If a proceeding in bankruptcy or insolvency is instituted by or against a party that is not dismissed within thirty (30) calendar days after commencement.
- If a party, despite written reminders, fails to refrain from substantial breaches of terms of the Contract.
- If Supplier repeatedly fails to meet the agreed quality and/or delivery date requirements.
- If Buyer's customer terminates its agreement with Buyer.
- If changes occur in the Supplier's corporate ownership and these changes have significant implications on the contractual relationship. In such case, Supplier must inform Buyer of these changes without undue delay.

25.2 Term and Termination of this General Purchase Agreement

This GPA including all appendixes shall become effective upon acceptance and shall remain effective for an indeterminate period of time. It may be terminated in writing by either party with a notice period of 12 months to the end of the month. Each party's right to terminate for the GPA for good cause ("Kündigung aus wichtigem Grund") without notice period shall remain unaffected.

In the event of a termination of this GPA, the Individual Agreements shall remain valid and in effect, unless separately terminated by either party.

26. EXPORT CONTROL

Supplier agrees to become knowledgeable of and comply with all applicable export control and sanctions laws ("Export Control Laws"). Supplier will not violate and will not cause Buyer to violate any applicable Export Control Laws. Licenses or other authorizations required for the export of Products shall be the responsibility of Supplier unless otherwise agreed in the Contract.

27. FORCE MAJEURE

In the event of force majeure (“Force Majeure”), the Parties shall be exempted from their contractual obligations for the duration of the Force Majeure Event and to the extent of its effect as far as the Force Majeure affects the respective obligation.

Force Majeure shall include unforeseeable events that occur after the respective Contract has been entered into and that are outside the Parties’ control, e.g. fire, strikes, lockouts, blockades, war, threat of war, mobilizations, revolutions or rebellions, natural disasters, pandemics, provided that such an event prevents the Parties from fulfilling their obligations. If the Force Majeure event continues last for one (1) month without interruption, Buyer and / or Supplier shall be entitled to terminate part of or the entire Contract.

Any delay in delivery on the part of Supplier shall only be regarded as a case of Force Majeure if such delay in delivery is caused by the events listed above or similar events. The party affected by Force Majeure in this case shall take adequate steps to limit or minimize the effects of such an event. For the avoidance of doubt, a change in costs, including but not limited to costs for raw material, energy, customs duties, taxes and tariffs do not constitute a force majeure event.

The party claiming Force Majeure shall inform the other party immediately of the event, its beginning and its expected duration. It must immediately inform the other party when an improvement in the situation occurs. The party claiming Force Majeure shall have the burden of proof with respect to the impact of the Force Majeure Event the contractual obligation.

28. MISCELLANEOUS

Any amendments, alterations, variations or changes to this GPA or any Individual Agreement shall require the written form. This shall also apply to the written form requirement itself.

A finding that any provision of this GPA or any Individual Agreement is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction. The Parties shall replace the invalid or unenforceable provision with a provision that comes as close as possible to it in terms of both its legal and economic meaning.

This GPA, any Individual Agreement and any Order shall be governed by and construed in accordance with the laws of Germany, excluding conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (“CSIG”). For all disputes arising out of or in connection with the GPA, an Individual Agreement or Order, the courts of Frankfurt am Main, Germany shall have exclusive jurisdiction.

SIGNING PAGE

SumiRiko AVS:

SUPPLIER:

Steinau an der Strasse, _____

(Place, Date)
