

GENERAL TERMS OF SALE BY YAZAKI EMEA GROUP

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1. APPLICATION

- 1.1 YAZAKI Europe Middle East Africa NV (Bedrijfsstraat 1220, 3660 Opglabbeek, Belgium) and its affiliated companies in the EMEA region, in each case "YAZAKI", are manufacturers and sellers of wiring harnesses, electrical and electronic distribution system components and instrumentation (hereinafter referred to as "Product(s)" for the automotive industry.
- 1.2 These general terms and conditions of sale (hereinafter referred to as "Sales Conditions"), in their respective current version, set forth the general principles governing YAZAKI's supply of Products and services (in each case "Supplies") to its business partners ("BUYER") (YAZAKI together with the BUYER, each a/the "Party/-ies").
- 1.3 The Sales Conditions shall apply exclusively and shall govern the entire legal relationship between YAZAKI and the BUYER from quotation to the purchase and delivery of Products. Differing or contrary terms shall not apply except if expressly agreed upon in writing. Legal provisions proposed by the BUYER that are different from or in addition to the provisions set out in these Sales Conditions are expressly rejected by YAZAKI and will not become part of a contractual relationship between the Parties except if expressly accepted in writing by YAZAKI. The foregoing shall also apply if YAZAKI has not

expressly objected or if YAZAKI accepts orders or performs delivery, while being aware of the BUYER's own general terms and conditions. These Sales Conditions shall also govern all future transactions between the Parties even if they are not agreed separately once again.

1.4 YAZAKI and the BUYER are independent contracting parties and nothing in these Sales Conditions will make either Party the agent or legal representative of the respective other Party 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 respective other Party.

1.5 The BUYER shall not assign any agreement for the sale of Products or services, nor any rights hereunder, in whole or in part to any third party without the prior written consent of YAZAKI.

1.6 The Sales Conditions shall only apply vis-à-vis entrepreneurs, governmental entities, or special governmental estates.

2. OFFER, ACCEPTANCE

2.1 Offers made by YAZAKI are valid only in conjunction with the assumptions in these Sales Conditions, if not expressly stated otherwise in text form. The offers are valid for a maximum period of two (2) months beginning with the date of the offer, unless otherwise stated in the offer. If the BUYER requests any changes which lead to a revision of the offer, this does not affect the validation period pursuant to sentence 2.

2.2 "Purchase Order(s)" or "Order(s)" means a specific purchase order, release, or similar document issued by the BUYER to YAZAKI for the sourcing of Supplies based on these Sales Conditions. To the extent available to the Parties and unless otherwise specified in a Purchase Order, YAZAKI will communicate electronically with the BUYER in a secure (encrypted) manner and specifically utilizing electronic data interchange ("EDI") with respect to all supply chain communications relating to their contractual relationship.

2.3 A Purchase Order is an offer to YAZAKI by the BUYER to enter into a corresponding agreement for Supplies as described in the relevant Purchase Order.

2.4 YAZAKI's acceptance of the Purchase Order occurs when one of the following circumstances take place: (i) YAZAKI's explicit acceptance of the Purchase Order in text form or by EDI; or (ii) YAZAKI's full or partial delivery of the Products.

2.5 Delivery call-offs become binding on YAZAKI if YAZAKI has given confirmation of acceptance within five (5) "Business Days" (i.e. days on which banks are open for business at the BUYER location) after receiving it. In the event that YAZAKI does not give the BUYER such acceptance notice, the call-off may be regarded as objected by YAZAKI.

2.6 Before delivery is made, the BUYER shall have the right to request changes in text form with respect to the delivery item, quantity and version, provided such request is not unreasonable with respect to YAZAKI's interest. YAZAKI shall be entitled to accept or object the requested changes in text form within five (5) Business Days, including right to request changes to price and delivery date where affected. Silence on YAZAKI's side shall not be deemed as an acceptance of the requested changes. Any change request must comply with the lead times communicated by YAZAKI.

2.7 For each Purchase Order, the BUYER shall send an Order to YAZAKI in accordance with the ordering lead time stipulated by YAZAKI and in any case at least two (2) weeks prior to the requested delivery date.

2.8 All Purchase Orders, placed by the BUYER and accepted in accordance with clause 2.4 by YAZAKI for the Products and Supplies, are subject to these Sales Conditions. All Orders must contain the information necessary for YAZAKI to fulfil it. Such information includes the address to which the Products are to be delivered, the address to which YAZAKI's invoices are to be sent, and a description including specification and quantity of the Products. Besides, all Orders must comply with the

standard pack size as defined between the Parties for each individual Product, except if sample quantities are required for Product approval.

3. DELIVERY, SCHEDULING

- 3.1 YAZAKI is allowed to refuse/withhold shipment if BUYER is in default of payment.
- 3.2 YAZAKI will use reasonable endeavors to achieve delivery on time and in full, always subject to (i) the BUYER complying with communicated lead times requirements and (ii) YAZAKI being itself delivered by its own suppliers in due time. Delivery of up to and including +/- 5% (five percent) of the quantity or weight specified in the accepted Purchase Order ("**Delivery Tolerance**") will constitute fulfillment of the Purchase Order and the BUYER will be obliged to pay for the actual quantity or weight delivered.
- 3.3 If YAZAKI for any reason anticipates difficulty in complying with the agreed delivery date, or in meeting any of the other requirements of a Purchase Order due to capacity constraints or otherwise, YAZAKI notifies the BUYER in due time in text form of the potential default, the cause thereof, and the estimated length of the anticipated default.
- 3.4 The BUYER must provide proper and safe access and facilities to accept deliveries and must reimburse any additional actual costs incurred by YAZAKI if YAZAKI suspends or refuses delivery where such access or facilities are not available or where unloading takes more than a reasonable time for a reason not attributable to YAZAKI or where delivery is not taken by the BUYER; respectively unloading is not possible or rejected by the BUYER due to reasons not attributable to YAZAKI. Delivery to or use by YAZAKI of any facilities does not constitute the approval by or acceptability to YAZAKI.
- 3.5 Notice of claims arising out of damage in transit or other (externally) visible damage to the Products must be lodged by the BUYER directly with the carrier and in the Convention on the Contract for the International Carriage of Goods by Road ("**CMR**"), and YAZAKI shall be provided with a copy thereof.
- 3.6 If the BUYER requests delivery within a period shorter than the agreed lead time, YAZAKI shall use its best efforts to meet the date indicated and immediately notify the BUYER if it believes that despite such efforts it will be unable to deliver within the requested period.

4. SHIPPING, PACKAGING

- 4.1 Unless agreed otherwise, any charges or costs relating to handling, packaging, storage or transportation of Supplies are borne by the BUYER and will be charged on top of the pricing for the Supplies.
- 4.2 YAZAKI will (i) properly pack, mark and ship goods in accordance with any agreed requirements of the BUYER or instructions of the involved carriers, and laws and regulations of the country of manufacture, the country of destination and any country in which the Supplies will be transported, including, in particular, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials (e.g. the U.S. Toxic Substances Control Act; the European Union End of Life Vehicles Directive 2000/53/EC; and any REACH Regulation requirements); and (ii) include on bills of lading or other shipping documents the correct classification of the Supplies.

5. PRICES AND PAYMENT

- 5.1 Prices are understood ex works (EXW, Incoterms 2020 of the International Chamber of Commerce ("**Incoterms**")) YAZAKI's plant/warehouse, unless otherwise stipulated or agreed in writing. Any sum payable under a Purchaser Order, respectively under the Sales Conditions is exclusive of lawful and applicable value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which shall be payable in addition to that sum in the manner and at the rate prescribed by relevant local law from time to time. In case the

tax base is deviant from any sum payable, the value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) payable according to sentence 2 is to be understood as calculated in addition to that tax base. As far as the applicable local value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) law requires the issuance of an invoice (or similar document, e.g. correction note, credit note etc.) the Parties agree to undertake all reasonable efforts to issue the required document under the consideration of the applicable local law.

- 5.2 Prices are expressed for unit of measure (e.g. per piece). Price agreements and other commercial parameters like lead times, standard pack sizes and minimum order quantities, but not limited to these, will be established through the offer placed by YAZAKI's Sales Organisation in text form.
- 5.3 The prices in an offer are exclusive of costs for shipping, packaging, labelling, custom duties, taxes, storage, insurance and boxing, except as otherwise agreed separately in text form.
- 5.4 Prices are based on 100% (one hundred percent) of the (estimated) lifetime volume and 100% (one hundred percent) of the (estimated) yearly volume provided by the BUYER. If these volumes deviate by more than +/- 5% (five percent) during the lifetime and/or in one (1) calendar year, and/or in one (1) calendar quarter, YAZAKI reserves the right to increase the price appropriately – also retroactively – if due to the volume fluctuation YAZAKI's costs demonstrably increase.
- 5.5 If not specified separately, the full price for each shipment of Products delivered by YAZAKI to the BUYER, in accordance with the Sales Conditions, are due and payable by the BUYER within thirty (30) days upon receipt of invoice. Should the BUYER fail to pay within this or any other agreed period, the BUYER shall automatically be in default without the need for any further reminder. Payment is to be made by bank transfer. Payments made by check are not accepted.
- 5.6 In case of premature shipments, payment is to be made according to the agreed delivery date.
- 5.7 YAZAKI may unilaterally adjust prices at its reasonable discretion to reflect price fluctuations of more than +10% in globally recognized raw material indices. The same applies if other relevant cost factors such as e.g. transportation, energy or labor costs (without excluding others) increase by more than 10%.

6. QUALITY ASSURANCE SYSTEM

YAZAKI will comply in all respects with the applicable industry standards.

7. OFFSET, RIGHT TO RETAIN

The BUYER is entitled to offset only insofar as the BUYER's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The BUYER is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

8. PASSING OF RISK

If shipment is delayed due to circumstances for which the BUYER is responsible or if the BUYER refuses to accept delivery/unload, risk shall pass to the BUYER once YAZAKI notifies that goods are ready for dispatch. Risk of loss, destruction or damage of Products passes onto the BUYER in accordance with the respective clause of the Incoterms.

9. FRAME/BLANKET PURCHASE ORDER AND ESTIMATION OF VOLUME

- 9.1 When an Order is identified as a frame order YAZAKI shall not be obliged to either produce or assemble any Products or procure required materials, or ship any Products except to the extent authorized by such written releases or provisions of an Order specifying explicit manufacturing and delivery quantities.

9.2 The BUYER shall bear the responsibility or liability with respect to the accuracy or completeness of any such estimates or indications stipulated in a frame order.

10. TRANSFER AND RETENTION OF TITLE

10.1 YAZAKI retains title to the Products until receipt of all payments in full. In case of breach of the Sales Conditions by the BUYER including, without limitation, default in payment, YAZAKI is entitled to take possession of the Products.

10.2 Upon reception of full payment, YAZAKI will transfer the title of Products to the BUYER free and clear of any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from YAZAKI to the BUYER with respect to such Products and Supplies in accordance with the relevant Incoterms or alternative delivery terms agreed with YAZAKI.

10.3 The BUYER shall handle the Products with due care, maintain suitable insurance for the Products and, to the extent necessary, store, service and maintain the Products. The BUYER shall inspect the goods immediately after delivery, insofar as this is feasible in the ordinary course of business, and, if a defect is discovered, shall notify YAZAKI immediately. If the BUYER fails to notify YAZAKI, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection.

10.4 As long as the purchase price has not been completely paid, the BUYER shall immediately inform YAZAKI in text form if the Products become subject to rights of third persons or other encumbrances.

10.5 The BUYER shall ensure that the Products (i) are kept and maintained in good condition, (ii) are stored separately or marked so that they may be readily identified as the property of YAZAKI, (iii) are not subject of any charge, pledge or lien, and (iv) are insured for their full replacement value against all risks.

10.6 The BUYER may resell the Products subject to the above retention of title only in the course of its regular business. For this case, the BUYER hereby assigns all claims arising out of such resale, whether the Products have been processed or not, to YAZAKI. The BUYER is in addition entitled to process the Products into goods produced by the BUYER. The processing of the delivered Products will be carried out by the BUYER. If the retained Product is processed, connected, combined or blended with other objects not belonging to YAZAKI, YAZAKI acquires co-ownership of the new object in accordance with the ratio of the gross invoice value of the retained good and the value of the new good. If processing is such that the new item must be regarded as the central item, it is hereby agreed that the BUYER assigns proportional joint ownership to YAZAKI and must hold the joint property so created for YAZAKI free of charge. To this end, YAZAKI agrees to not demand payment on the assigned claims to the extent the BUYER complies with all its obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

10.7 Insofar as the above securities exceed the secured claims by more than 10% (ten percent), YAZAKI is obligated, upon YAZAKI's election, to release such securities upon the BUYER's request.

11. WARRANTY

11.1 Unless otherwise agreed in writing between the Parties, YAZAKI warrants to BUYER that, at the time of delivery, the Products will be free from defects in material and workmanship and will conform to the applicable specifications as stipulated in the Order and incorporated documents.

11.2 YAZAKI is not responsible for nor liable to BUYER for damages (for breach of warranty or otherwise) arising out of or related to the selection of the Products by BUYER, the integration of the Products into any assembly manufactured by BUYER or any third party, placement of the Products within BUYER's assembly or the vehicle and/or the environment in which the Product operates.

11.3 Unless otherwise specified in the Order, the warranty period shall be the earlier of: (i) the vehicle warranty offered by the vehicle manufacturer for vehicles incorporating the Products, (ii) any period of time required by law, (iii) the period of time mutually agreed to in writing signed by authorized representatives of both Parties, if any, or (iv) thirty-six (36) months from the date of delivery of the Products to BUYER.

11.4 YAZAKI warrants to BUYER that it has conveyed good title to the Products sold hereunder. YAZAKI's liability and BUYER's remedy under this warranty is limited to the removal of any title defect or, at YAZAKI's election, the replacement of the goods which are in the defective title.

11.5 Non-conformance of the Products with this warranty shall be determined either by mutual written agreement of the Parties, or, in the event that the Parties cannot reach such agreement, by a joint root cause analysis of all (or, if impracticable, a random statistically significant sample, as agreed by the Parties) of the Products and the entire system or assembly into which the Products are incorporated. Conformance of the Products to BUYER's written specifications is an absolute defense to warranty liability.

11.6 In the event that the Products are non-conforming, as determined in accordance with this clause, YAZAKI's sole liability to BUYER and/or BUYER's customer(s) and BUYER's and/or BUYER's customer's sole and exclusive remedy under this warranty (whether or not the non-conforming Products have been installed in vehicles and must be the subject of a recall, BUYER satisfaction or other service campaign or similar action) is limited to, at YAZAKI's choice, the rework, repair or replacement of, or credit of the purchase price for, the non-conforming Products; provided, however, that the foregoing remedy is available only if BUYER provides written notice that the Products are potentially non-conforming within thirty (30) days after BUYER knew or reasonably should have known that the Products were potentially non-conforming, including, but not limited to, through information received from BUYER's direct or indirect customer. Specifically excluded from this paragraph and any warranty are the following, for which YAZAKI shall have no liability whatsoever: (i) Product design defects if the Products are not designed entirely by YAZAKI; (ii) defects or damage caused by unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), handling or operation of the Products by BUYER or any third party; (iii) Products considered by YAZAKI to be samples, prototype, development or pre-production, which are provided on an "AS IS" basis only; (iv) any component, system, or assembly not manufactured or sold by YAZAKI and/or the integration, incorporation, interaction, connection, placement, or use of conforming Products in or with any such component, system, or assembly, (v) Products that have been subject to damage attributable to or caused by: (a) misuse, abuse, or vandalism or any transit related damage; (b) Force Majeure (as detailed in clause 24 below); (c) normal wear and tear; (d) or any other acts that are beyond YAZAKI's reasonable control. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON YAZAKI UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF YAZAKI.

12. LIABILITY

12.1 Unless otherwise agreed in writing, YAZAKI shall have no liability for any indirect, special or consequential loss or damage, or for any loss of revenue, contract, pure economic loss, profit or goodwill or administrative efforts, arising out of

or in connection with these Sales Conditions, whether in contract, tort (including negligence) or otherwise. In respect of all other loss or damage, if YAZAKI is liable to pay damages, these damages shall not exceed the lower of the amount of the invoice for the Products that caused the damage, or, if the damage is covered by insurance, the amount actually paid by the insurance company to YAZAKI.

- 12.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health, or mandatory liability under the Product Liability Acts or in other cases of mandatory liability.
- 12.3 The BUYER's right to claim for warranty, damages or expenses, unless otherwise agreed in writing, shall expire one (1) year from the date of delivery. The above time limit shall not apply if YAZAKI has acted intentionally or in cases of damage to life, body or health, mandatory liability under the Product Liability Acts or in other cases of mandatory liability.
- 12.4 Any liability not expressly provided for above shall be disclaimed.

13. RECALL CAMPAIGNS

In the event either Party believes it may be necessary to conduct a recall, field correction, market withdrawal, stock recovery or similar action with respect to any Products and Supplies which were sold under these Sales Condition ("**Recall Campaign**"), or in the event a customer of the BUYER, or governmental body/authority informs one of the Parties of its belief that a Recall Campaign might be necessary, the Parties shall promptly consult with each other as to how best to proceed, it being understood and agreed that the final decision as to any Recall Campaign of any Products and Supplies shall be made by YAZAKI provided, however, that neither Party shall be prohibited hereunder from taking any action that is required under applicable law. YAZAKI shall not be liable for costs for recall campaigns which are not mandatory under applicable law, or that have been taken based on an unilateral decision of BUYER or of BUYER's customer without prior alignment with YAZAKI.

14. CONFIDENTIALITY, NO ADVERTISING

- 14.1 Any and all information provided by one Party or its group companies to the other Party or its group companies in connection with the purpose of these Sales Conditions, which the receiving Party is entrusted with, has access to, and that is marked as confidential or should reasonably be considered confidential by its nature, including, but not limited to, models or instructions of a technical nature, particularly drawings, prototypes, patterns, segments, formulas, customer and supplier data, marketing policies, calculation documents, not-published balances or any kind of business, commercial or technical information and data disclosed between the Parties, regardless of the format or medium (collectively referred to as "**Confidential Information**") are considered as trade and business secrets of the disclosing Party. For clarity, any Confidential Information under this Agreement is protected by the confidentiality obligations herein, regardless of whether such information qualifies as a trade secret under EU Directive 2016/943.
- 14.2 Both Parties shall not disclose Confidential Information to any unauthorized third party, or use them for any other purpose, other than for fulfilling and performing the Purchase Orders under these Sales Conditions. Both Parties may disclose Confidential Information to its group companies which are bound to the same level of confidentiality obligations as set forth by these Sales Conditions or by separately concluded non-disclosure agreements and only to the extent that this complies with the purpose. Both Parties shall ensure that all their employees, agents, subcontractors, etc. respect this obligation of confidentiality. Reproduction of such objects is permitted only according to business requirements or in compliance with the laws of copyright. This clause survives the execution of the last Order by the BUYER for five (5) years.

- 14.3 Both Parties shall specifically undertake all the required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times, using at least the same degree of care as they would with their own equally important Confidential Information, but in no event less than reasonable care, against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The BUYER shall promptly notify YAZAKI in text form if Confidential Information is lost and/or accessed by unauthorized parties.

- 14.4 The BUYER assures that its group companies commit themselves accordingly.

- 14.5 The BUYER will not, without first obtaining the prior written consent of YAZAKI, in any manner (i) advertise or publish the fact that YAZAKI has contracted to furnish Supplies for the BUYER; (ii) use YAZAKI's trademarks, trade names or information in the BUYER's advertising or promotional materials; (iii) use YAZAKI's Intellectual Property Rights, trademarks, trade names or (confidential) information in any form of electronic communication such as web sites (internal or external), blogs or other types of publication, or (iv) advertise or publish these Sales Conditions, its contents (including each order) to any other party.

- 14.6 Neither Party is liable for disclosure and/or any use of such Confidential Information insofar and to the extent as such information:

- a) is in, or becomes part of, the public domain other than through a breach of these Sales Conditions or other obligation of confidentiality by the receiving Party;
- b) is already known to the receiving Party at or before the time it receives the same from the disclosing Party or is disclosed to the receiving Party by a third party as the matter of right;
- c) is independently developed by the receiving Party without the benefit of such information received from the disclosing Party;
- d) is disclosed and/or used by the receiving Party with the prior written consent of the disclosing Party; or
- e) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order of decree. If one of the Parties has to disclose any Confidential Information due to a judicial or administrative proceeding, this Party shall be obliged to immediately notify the other Party in text form of this obligation and on request assist the other Party as far as possible in protecting the Confidential Information or having it protected through the courts.

The disclosing Party shall reassess the lawfulness of such legal mandatory regulation, a judicial or official order of decree before the disclosure.

- 14.7 The Parties acknowledge that an exchange of Confidential Information that is related to the identity of or other information about actual or potential customers (incl. market shares etc.); sales and marketing plans, programs and strategies; sales, costs, margins and other financial data; sources and cost of supply for products, raw materials and components; price data and business plans (collectively referred to as "**Commercially Sensitive Information**") may in certain circumstances constitute a violation of competition laws, which must be avoided. Accordingly, the Parties will (i) consider the applicable competition laws in the context of the exchange of any information under the supply relationship, and (ii) wherever it is relevant, and before exchanging the related information, define detailed terms and conditions

regarding the treatment of the sensitive Information. This may include, but is not limited to, (i) provision of aggregated, non-confidential information instead of Commercially Sensitive Information, (ii) limitation on access to Commercially Sensitive Information (such as the persons who may have access to Commercially Sensitive Information) and (iii) establishment of appropriate firewall(s) within the organization of each Party, if necessary.

15. INTELLECTUAL PROPERTY

15.1 This section will apply where the Parties have not entered into a separate agreement with respect to the Parties' IP Rights (as defined below) that expressly prevails over these Sales Conditions.

15.2 All intellectual property rights ("**IP Rights**") of YAZAKI existing prior to the to set up of a business relationship pursuant to these Sales Conditions or created/developed by YAZAKI during or after the term but not in connection with these Sales Conditions (hereinafter referred to as "**Background IP Rights**"), are the sole property of YAZAKI.

15.3 No purchase of Products includes any transfer of Background IP Rights or Foreground IP Rights owned by YAZAKI, unless expressly otherwise agreed in writing.

16. INFRINGEMENT OF THIRD-PARTY IP RIGHTS

16.1 YAZAKI shall have no obligation to defend, indemnify or hold harmless the BUYER against any claims, suits, proceedings, or actions asserting that the Products, whether individually or in combination with any other component, part, assembly, software or hardware, directly or indirectly infringe any IP Rights of any third party where the infringement results from:

- a) YAZAKI's compliance with the BUYER's instructions,
- b) modification of the Products other than by YAZAKI or its authorized agents to the extent that the infringement would have been avoided but for such modification,
- c) the use of the Products except as agreed between YAZAKI and the BUYER,
- d) the combination of Products with components, parts, assemblies, software or hardware not provided by YAZAKI, where the combination causes the infringement and not the Products alone,
- e) "**Third-Party Software**", including open-source software ("**OSS**"), incorporated in the Products, or
- f) infringement attributable to a recommended or directed supplier.

16.2 Subject to the foregoing, YAZAKI shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale of the Products by the BUYER directly infringes any third party IP Rights, but only on the condition that YAZAKI receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of the BUYER for such defense. In such case, YAZAKI shall, at its own expense, either settle said claim, suit or action or shall pay all damages excluding any and all incidental, indirect, accidental or consequential damages, and costs awarded by the court therein. If the use or resale of the Products is finally enjoined, YAZAKI shall, at YAZAKI's option, (i) procure for the BUYER the right to use or resell the Products, (ii) replace the Products with equivalent non-infringing goods, (iii) modify the Products so they become non-infringing, or (iv) refund the purchase price to the BUYER.

17. SOFTWARE AND USE OF SOFTWARE

17.1 To the extent the scope of the Supplies include any software or firmware that is individually created or any preexisting software of YAZAKI, any associated documentation and/or the new versions and in particular releases, updates, patches, corrections ("**Software**"), the BUYER will – once the price has

been paid in full – obtain the non-exclusive right to use the Software exclusively in connection with the products the software is intended; such right is limited in time to the series production run and in the event of an order of spare parts to the spare part production run, and transferable to its end costumers in the context of the intended sale of its products and not sub-licensable without written confirmation of YAZAKI. YAZAKI reserves all other rights to the Software as well as to the associated preparatory design material. In the absence of YAZAKI's consent, the BUYER may only copy, edit or decompile the Software to the extent that this is expressly permitted by status. The BUYER undertakes not to remove or change any manufacturer's information and copyright notices.

17.2 The Software may include OSS. The BUYER is entitled to use the OSS in accordance with the OSS licensing terms from time to time in force. At the request of the BUYER, YAZAKI will provide the BUYER with OSS source code in return for payment of an appropriate fee provided, that the licensing terms for the OSS allow such a disclosure of the source code. The use of the OSS by YAZAKI for a certain supply or service does not require the prior consent of the BUYER.

17.3 The Software may also contain Third-Party Software, i.e. software that is neither OSS nor software developed by YAZAKI itself, but which has been licensed or obtained by YAZAKI from third parties. The BUYER is merely authorized to use such Third-Party Software in accordance with the respective applicable Third-Party Software licensing terms in force. At the request of the BUYER, YAZAKI will provide Third-Party Software licensing terms in suitable format (e.g. electronically).

17.4 The BUYER has no claim to the provision of the source code of software or applicable Third-Party Software. YAZAKI does not provide any statement, accept any liability or make any express or implied warranty to say that the operation of the Software, OSS or Third-Party Software will be uninterrupted or bug free. Any liability or warranty for OSS is excluded.

17.5 The BUYER is responsible for all malfunctions, operational restrictions regarding security or performance of the software, OSS, Third-Party Software and other programs as well as in their communication, which are caused by modifications, interfaces or add-ons ("**Faults**"). YAZAKI hereby points out that add-ons, additional interfaces as well as minor modifications to the Software, OSS and Third-Party Software may lead to Faults that cannot necessarily be foreseen and that may be substantial. Such Faults may arise from the fact that an add-on, an interface or a modification is nor compatible with the later versions. YAZAKI is in particular authorized, at any time, to amend the Software without ensuring that any modifications, interfaces or add-ons used by the BUYER are compatible with later versions of the Software.

17.6 The BUYER shall be obliged to ensure and maintain functional security pursuant to ISO 26262, this applies in particular to the overall system and the vehicle. The BUYER shall further assist YAZAKI by providing a development interface agreement that may be required under ISO 26262.

18. DATA AND USE OF DATA

18.1 "**Data**" for the purpose of these provisions are characters (e.g. numbers, letters or other symbols) or strings of characters that are generated or stored electronically, magnetically or in any other way that is not directly tangible, or that are generated, documented or stored in any other technical way (in analogue or digital form). "**Data Carriers**" for the purpose of these provisions are all types of storage media, whether tangible or intangible, which are used to store and access data.

18.2 "**YAZAKI Data**" is:

- a) Data stored on Data Carriers, which are owned by or in possession of YAZAKI or owned by or in possession of contractors by YAZAKI (e.g. cloud providers, suppliers, subcontractors);
- b) Data generated or stored by YAZAKI;

- c) Data stored on Data Carriers or generated or stored by machines, systems which are owned by or in possession of YAZAKI or owned by or in possession of YAZAKI or owned by or in possession of contractors by YAZAKI (e.g. cloud providers, suppliers, subcontractors);
- d) Data generated or stored by or in connection with products or digital twins of YAZAKI.
- 18.3 Only YAZAKI is entitled to reproduce, change, delete or transmit YAZAKI Data at its sole discretion and without any limitations in terms of subject matter, time and location.
- 18.4 YAZAKI may grant the BUYER the right to use certain YAZAKI Data in return for a separate fee for the BUYER's own purposes or to allow third parties to use it for the BUYER's purposes. Details and in particular the scope of such right of use in terms of subject matter, location and time must be agreed separately in writing.
- 18.5 "BUYER Data" is,
- a) Data that is stored on Data Carriers at the time the Parties have entered into an agreement in accordance with the Sales Conditions, that is owned by or in possession of the BUYER or in the possession of the BUYER's contractors (e.g. cloud providers);
- b) Data provided to YAZAKI by the BUYER itself or a contracted third party for purposes of providing the Products and Supplies;
- c) Data generated by the BUYER's series vehicles unless it already constitutes YAZAKI Data.
- 18.6 The BUYER shall ensure vis-à-vis its customers and contractual partners, that consent can be provided to allow that all Data collected from the end customer's vehicle using a YAZAKI Product can be transmitted to YAZAKI free of charge. YAZAKI shall be granted the right to use such Data, to the extent that it does not already constitute YAZAKI Data; such right of use shall be non-exclusive, free of charge, transferable and unlimited in terms of location, time and subject matter. YAZAKI may use such Data, in particular, for purposes of predictive maintenance as well as product improvement.
- 18.7 YAZAKI is entitled at any time to request that the BUYER provides, within a reasonable time, details of which YAZAKI Data is being used, processed and stored and which recipients are using the Data for what purpose.
- 18.8 These provisions shall not affect any intellectual property rights, rights in rem, the Regulation (EU) 2016/679 of 27 April 2016 "GDPR", non-disclosure obligations, provisions regarding the protection of know-how as well as the rights to business and trade secrets.
- 18.9 To the extent the Data, YAZAKI Data and BUYER Data comprises personal data (as defined under any EEA laws and regulations applicable to the processing of personal data, including GDPR as may be amended), YAZAKI and the BUYER each recognize that they have full and entire knowledge of the obligations under applicable data protection laws. The Parties ensure to comply with the applicable data protection laws.
- 19. DIRECTED PARTS**
- 19.1 A "Directed Part" is a component that YAZAKI must use or acquire from a supplier on the basis of a specification, an approval list or other instructions issued by the BUYER and for which the BUYER has, in particular, already chosen the supplier, agreed the development, concept responsibility, specification, quality and/or price with the supplier in question.
- 19.2 The BUYER must ensure the following in relation to a Directed Part:
- a) A Directed Part must meet all statutory and official requirements of the respective market on which the BUYER operates;
- b) All technical and safety-related requirements of the overall system in which the Directed Part is being used have been complied with;
- c) In the event that YAZAKI is under the obligation to pay the supplier of the Directed Parts the very same prices that it has received from the BUYER for the Directed Part, the BUYER must keep YAZAKI apprised of the up-to-date prices payable for the Directed Parts and notify YAZAKI of any changes in writing without undue delay. If, due to a failure on the part of the BUYER to notify YAZAKI, a negative price balance arises between YAZAKI and the supplier of the Directed Parts, the BUYER shall make up the difference at YAZAKI's request, who shall furnish evidence of such negative balance;
- d) The BUYER must provide appropriate production and material releases in order to avoid delivery bottlenecks;
- e) The production and tool capacity and the tool design at the supplier of the Directed Parts must be organized so as to meet the BUYER's requirements;
- f) The BUYER shall bear all costs regarding operating equipment, tools and qualification costs, in particular including their replacement or repair costs;
- g) If a Directed Part is altered or discontinued by the manufacturer, or if the manufacturer issues a product or process change notification, the BUYER shall assess and validate the associated changes as part of its overall system responsibility. Where necessary, the BUYER will also negotiate and secure a last-time buy for the Directed Part with the manufacturer to ensure the continued availability of the required part;
- h) YAZAKI is not held liable for any loss/damages or costs (e.g. sorting costs, disassembly or assembly costs, assembly line stoppage, etc.) caused by a faulty or defective Directed Part, unless YAZAKI is responsible for this loss or damage (e.g. faulty installation, incorrect handling);
- i) Prior to the start of the series production by the supplier, the Directed Part has been approved by the BUYER (e.g. green initial sampling), and
- j) The tool for the Directed Part has been designed in accordance with the specifications and for the intended use and the required lifetime.
- 19.3 The BUYER shall indemnify YAZAKI in full against any loss or damage, liability claims, costs or claims by third parties (in particular product liability claims or breaches of IP Rights) arising in connection with a Directed Part or a tool used to produce Directed Parts. This shall exclude any loss or damage culpably caused by YAZAKI in the context of an installation carried out by YAZAKI in accordance with specifications.
- 19.4 The BUYER shall release YAZAKI from the obligation to fulfil the requirements regarding the management of suppliers of Directed Parts within the meaning of clause 8.4.1.3 of IATF 16949. These requirements must all be met and ensured by the BUYER.
- 19.5 YAZAKI is not under an obligation to check or supervise compliance with the specifications, terms and other provisions agreed between the BUYER and the supplier of the Directed Part. YAZAKI is solely obliged to install the Directed Part in accordance with specifications.
- 19.6 YAZAKI must examine any delivered Directed Parts only with regard to any externally visible transport damage, to quantity and to identity of the goods.
- 19.7 If, due to any difficulties arising based on delayed or incorrect deliveries in terms of quality on the part of the supplier of a Directed Part, YAZAKI has concerns about the project schedule or if YAZAKI knows of a cheaper supplier of products of a

similar quality, YAZAKI may choose a different supplier provided it has consulted the BUYER and the BUYER has consented.

19.8 The above provisions of this clause 19 shall apply mutatis mutandis to parts provided by the BUYER.

20. SPARE PARTS

20.1 A delivery of spare parts shall be made for a maximum period of fifteen (15) years, beginning with the end of series production of the respective delivery item.

20.2 Spare parts prices must be negotiated by the Parties twelve (12) months prior to the end of the series production run. If the Parties are unable to reach an agreement regarding the price of the spare parts, YAZAKI is entitled to terminate the spare part volume by giving one (1) month's notice to take effect at the end of the series production run or to exercise a retention right.

20.3 YAZAKI shall be obliged to supply spare parts only as long as and to the extent that the parts and components required for the spare part are available or are manufactured by sub-suppliers. YAZAKI shall be entitled to use suitable substitutes in the event that the parts and components required for the spare part are not available. The costs for the qualification and release of such a substitute shall be borne by the BUYER.

20.4 For electronic components that YAZAKI has not produced itself, YAZAKI is under an obligation to supply spare parts only while these can still be acquired subject to series-production terms from the respective producer or distributor of the electronic components at reasonable prices.

20.5 YAZAKI is able to provide spare parts that contain software, OSS or third-party software only while this is still available together with the appropriate updates.

21. TOOLING

"Tooling" shall mean such tooling, jigs, dies, gauges, molds, fixtures, and/or patterns required for production of the Products. Only Tooling that is separately negotiated and fully paid for by the BUYER in accordance with the Sales Conditions, Purchase Order or other otherwise under a separate written agreement shall become the property of the BUYER ("BUYER Tooling"). During its use at YAZAKI's facility, BUYER's Tooling shall be maintained in accordance with YAZAKI's usual preventative maintenance practice. YAZAKI shall be under no obligation whatsoever to maintain, repair, or replace any of BUYER's Tooling beyond that normal preventative maintenance required to allow for production of the estimated volume at the capacity rates and other terms set forth in the Purchase Order. The BUYER shall bear the risk of ordinary wear and tear, loss or damage other than as intentionally caused by YAZAKI. At the request of the BUYER and to the extent practicable, BUYER's Tooling shall be identified by appropriate markings. Prices for BUYER's Tooling do not include transportation costs, storage beyond completion of the Supplies, or the costs of marking or packaging. The BUYER acknowledges that YAZAKI's possession of BUYER's Tooling is integrally related to YAZAKI's performance under the Purchase Order. Consequently, upon termination, expiration or cancellation of respective project for any reason, YAZAKI shall have a lien on and may maintain possession of BUYER's Tooling until YAZAKI is paid in full for all amounts due under the Purchase Order. Furthermore, the BUYER shall not have any interest in or right to purchase any property, including Tooling, owned by YAZAKI or any other party, even if such property is used in the production of the Products.

22. SUBCONTRACTING

YAZAKI is entitled to use subcontractors for performance of its obligations pursuant to these Sales Conditions.

23. ADJUSTMENT OF CONDITIONS

23.1 If the technical, economic or legal conditions, under which these Sales Conditions have been agreed (e.g. prices and conditions), materially change so that as a result thereof it is unreasonable for YAZAKI to maintain the provisions of these

Sales Conditions because the intents of the Parties, which aim at a fair compensation of the mutual economic interests, are no longer fulfilled, YAZAKI may claim that the provisions of these Sales Conditions shall be correspondingly adjusted to the changed conditions. Entitlement to the new provisions of these Sales Conditions shall exist as of the time at which YAZAKI first invoked its right to adjustment.

23.2 If no agreement can be reached within three (3) months beginning with the time at which YAZAKI first claims the new provisions, YAZAKI shall be entitled to terminate any Purchase Order under these Sales Conditions not yet carried out with immediate effect and with no recourse to any damage claims by the BUYER.

23.3 Raw material prices will be negotiated at the end of each quarter with effect for the next quarter and must be completed within four (4) weeks beginning with YAZAKI's first inquiry. In case that no mutual agreement is reached within this time period, the raw material price will be adjusted in accordance with the average raw material value of the ending quarter.

23.4 Should YAZAKI be able to prove that the officially quoted raw material price for the ingoing material required from time to time, as quoted at the London Metal Exchange and published in the London Metal Bulletin, exceeds the calculated purchase price by more than 5% (five percent), the agreed selling price shall increase accordingly.

23.5 If specific reserved capacities have been agreed upon and the actual volumes ordered by BUYER fall short of these reserved capacities by more than 10% for a continuous period exceeding 4 weeks, YAZAKI has the right to proportionally reduce the reserved capacities to match the actual and/or reasonably foreseeable demand as indicated by BUYER's Orders. Any subsequent request by BUYER to increase or restore capacities to the previously agreed maximum levels shall require a reasonable lead time.

24. PROTECTION AGAINST LABOUR DISRUPTION, FORCE MAJEURE

24.1 YAZAKI shall not be responsible for failure or delay in performing any of its obligations under these Sales Conditions due to causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, earthquake, explosion, issues with the supply chain, accidents, war, rebellion, insurrection, sabotage, epidemic, quarantine, embargoes, strikes, or failure or delays in transportation, or acts of God (each such event shall be deemed "Force Majeure"). In the event of Force Majeure, YAZAKI shall promptly notify the BUYER of the event and its expected duration. If the performance of any of the obligations of YAZAKI is rendered impossible, hindered, or delayed by Force Majeure for a period exceeding four (4) consecutive weeks, the Parties shall consult each other as to mutually agreeable effective means of overcoming the applicable Force Majeure. If the above-mentioned Force Majeure events render delivery or performance impossible, YAZAKI will be released from the delivery obligation, and the BUYER will not be entitled to demand damage compensation.

24.2 In case the originally agreed transportation option is impossible due to Force Majeure (e.g., cancellation of marine cargo through Suez Canal due to pirate/terrorist attacks), YAZAKI is only obligated to arrange premium freight if explicitly agreed upon; in all cases, any such costs shall be borne entirely by BUYER.

24.3 YAZAKI shall not be required to supplement its available supply of Products. Available stock Products of YAZAKI shall be allocated on a pro-rata basis (considering all delivery obligations of YAZAKI).

24.4 YAZAKI may delay delivery of Products in case of non-supply or insufficient supply of raw materials, components or other preliminary products necessary for the production of Products, by one or more of its sub-suppliers due to forces beyond

YAZAKI's or its sub-suppliers control; in particular in case of Force Majeure at the sub-suppliers location. YAZAKI shall deliver the delayed Products when the cause of the delay is removed.

25. PROJECT TERMINATION

25.1 YAZAKI is entitled to terminate the supply relationship for convenience at any time, provided that reasonable prior written notice is given, typically not exceeding six (6) months, without incurring any liability.

25.2 If the BUYER prematurely terminates a project (resp. supply relationship), without YAZAKI being responsible for it due to a breach of essential contractual obligations, the BUYER is obligated to indemnify YAZAKI for all damages incurred in conjunction with the project termination. Notwithstanding any more extensive statutory or contractual claims, the BUYER's indemnity obligation includes in particular (i) costs for obsolete materials, work-in-process and acquired raw materials, which cannot be processed by YAZAKI for other purposes; (ii) payments for delivered Products not yet paid and undelivered Products that are in YAZAKI's standard stock or that are readily marketable; (iii) reimbursement of Tooling and equipment costs paid by YAZAKI, which have not been amortized; (iv) unamortized startup costs for the project and costs for the ramp-up of production; (v) facilities and equipment rearrangement costs or rental; (vi) costs for educated design and development and overhead; (vii) unamortized depreciation costs, general and administrative burden charges in connection with the termination and interest on claims; as well as (viii) costs for reservation of capacities (or costs for reducing capacities).

25.3 YAZAKI is entitled, if an invoice is not paid in whole or in part upon due date or if the BUYER does not properly or not in time comply with any other obligations under these Sales Conditions or enters into liquidation or receivership, ipso jure and without notice, to postpone the performance of all orders or to terminate all agreements concluded with the BUYER with immediate effect, without any judicial orders being necessary and to claim immediate payment of all debts, including those not yet due, notwithstanding any agreement entered into beforehand and without prejudice to any other right or compensation of which YAZAKI could benefit under these Sales Conditions or the law.

25.4 Upon such termination YAZAKI shall be entitled to enter into the BUYER's premises in order to remove any of the Products on which YAZAKI retains title. The BUYER shall assist YAZAKI hereby.

26. ASSIGNMENT AND TRANSFER OF RIGHTS AND OBLIGATIONS

YAZAKI is entitled to assign its rights and obligations in whole or in part, in particular to its affiliates. Under no circumstances may the BUYER transfer, assign or delegate, in whole or in part, any of its rights or obligations under its contractual relationship with YAZAKI (including, in particular, any right of payment), whether directly or indirectly without YAZAKI's prior written consent.

27. BUYER'S CONTRACTS WITH ITS CUSTOMERS

Regardless of whether the BUYER was directed or suggested to use YAZAKI for the manufacture of the Products, YAZAKI is a supplier to the BUYER only, and unless YAZAKI has signed a separate agreement with the BUYER's customer or otherwise expressly agreed in writing, YAZAKI shall not be bound by any terms and conditions imposed upon the BUYER by the BUYER's customer, whether or not YAZAKI has notice of such terms. The BUYER's obligations under the Sales Conditions will not be affected by: (i) the filing of a bankruptcy or insolvency proceeding or an assignment for the benefit of creditors by or against BUYER's customer under the laws of any country; (ii) a consensual, negotiated or court imposed or authorized amendment, modification, supplementation, or termination of the contract between BUYER and its customer unless YAZAKI has consented to such amendment, modification,

supplementation, or termination of the contract in writing, (iii) any agreement, resolution, or compromise that the BUYER may agree to with BUYER's customer with respect to any dispute involving the components, systems or assemblies which contain the Products, including, without limitation, for any breach of warranty and/or recall, or (iv) failure of the BUYER's customer to timely pay the BUYER for any equipment or Tooling or any components, systems, or assemblies containing the Products for any reason. The BUYER will defend, indemnify and hold YAZAKI harmless from and against any costs, damages, expenses or other liabilities related to any commercial issues, warranty and recall matters between the BUYER and its customer.

28. DIRECTED RELATIONSHIPS

28.1 If the BUYER requires, recommends, requests that YAZAKI use, or otherwise identifies, a particular supplier, or there is a requirement that YAZAKI use a particular component or material, the BUYER and YAZAKI will agree upon a RASIC chart highlighting the responsibilities of the Parties. BUYER will be fully responsible for the performance of the supplier and associated risk of any faulty or non-performance by said supplier and will resolve all commercial issues, warranty and recall matters, product liability or other third party claims, and production interruptions arising from or related to the components provided by the directed supplier directly with the directed supplier and will indemnify and hold YAZAKI harmless from any costs, damages, expenses or other liabilities related to these issues.

28.2 If YAZAKI is required or directed by BUYER to sell to a third party, the BUYER guarantees fulfillment of all of such third party's obligations to YAZAKI, including full and timely payment. The BUYER will hold YAZAKI harmless from and against any costs, damages, expenses or other liabilities, including resulting from any interruption in supply, directly or indirectly caused by the third party.

29. EXPORT CONTROLS

29.1 YAZAKI and the BUYER acknowledge and agree that the Products sold hereunder are subject to export controls imposed by the European Union and the United States government under various federal laws. The Parties agree to comply with all applicable export control and sanctions laws, including, in particular the regulations of the United States of America, of member States of the European Union, the United Kingdom and any other relevant BUYER location.

29.2 The BUYER agrees that it will not export or re-export or otherwise transfer any Products or technical data provided hereunder to any country, person, entity or end-used subject to export restrictions of the European Union, the United Kingdom and/or the United States of America. The BUYER specifically agrees not to export or re-export Products or technical data hereunder (i) to any country or party to which the European Union, the United Kingdom and/or the United States have, at the time of the transfer, embargoed or restricted the export or reexport of the relevant products or services; (ii) to any end-user who BUYER knows will utilize the Products or technical data in for any purposes prohibited by applicable law or regulations including, without limitation, in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in export transactions by the European Union, the United Kingdom and/or the United States of America.

29.3 The BUYER agrees not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Sales Conditions that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

29.4 YAZAKI may refuse to enter into or perform any Order, and may cancel any Order, placed under the Sales Conditions if it

determines, in its sole discretion, that entry into or performance of such order would violate any applicable law or regulation of European Union, the United Kingdom or the United States or any other government.

30. GOVERNING LAW, JURISDICTION

30.1 The provisions under these Sales Conditions and all Purchase Orders hereunder shall be performed by the BUYER and YAZAKI with sincerity. Any questions arising in connection with these Sales Conditions are to be promptly resolved through good faith discussion between both Parties.

30.2 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the legal relationship between YAZAKI and the BUYER are governed by and construed in accordance with the place of business of the relevant (selling) YAZAKI entity, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international, including the UN Convention on the Sale of Goods (if applicable)), that would cause the laws of any other jurisdiction to be applicable.

30.3 If any dispute, controversy or claim between YAZAKI and the BUYER arises out of, or in connection with, their legal relationship, they shall first of all use all reasonable endeavors to resolve the matter amicably. If such endeavors do not lead to a settlement, all disputes concerning the validity, interpretation, enforcement, performance and termination of the legal relationship shall be submitted to the exclusive jurisdiction of the competent courts at the place of business of the relevant (selling) YAZAKI entity, except if YAZAKI elects to bring proceedings in the country where the BUYER is incorporated.

31. COMPLIANCE WITH LAW

31.1 Both Parties warrant that neither the Party nor any of its subcontractors and sub-suppliers will utilize child, slave, prisoner or any other form of forced or involuntary labour, or engage in abusive employment or corrupt business practices, in the supply of Products including without limitation the provision of services.

31.2 The BUYER confirms by accepting these Sales Conditions that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a YAZAKI employee or agent in connection with the collaboration between the Parties, and confirms the compliance with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption. If the BUYER learns of any violation of the above restriction, it will use reasonable efforts to promptly notify YAZAKI's Legal & Compliance Department at "compliance@yazaki-europe.com".

32. ANTI-BRIBERY AND CORRUPTION

32.1 The Parties shall (and shall ensure that any affiliates or persons engaged by or associated with either Party in relation to these Sales Conditions – including but not limited to employees, contractors, subsidiaries, consultants, advisors, distributors and agents – shall) comply with all applicable laws, statutes, regulations, decrees and/or official government orders and codes relating to anti-bribery and anti-corruption.

32.2 The Parties specifically undertake that no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, money laundering, extortion or other unlawful or improper means of obtaining or retaining business or business advantage shall be made, offered, given, authorized or promised to: any person or entity (including, for the avoidance of doubt, any government official; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction of or for the benefit of any of the above-described persons and entities) by any of its owners, directors, officers, employees and other associated persons.

32.3 Each Party:

- a) will not do, or omit to do, any act that will cause or lead the other Party to be in breach of any of the above, and
- b) will notify the other Party promptly of any request or demand for any undue financial or other advantage of any kind received from any person in connection with the performance of these Sales Conditions, and
- c) if requested, will assist the other Party and any of its affiliates in complying with its obligations under the law and understands that any breach of this clause will amount to a material breach of these Sales Conditions, and
- d) will indemnify the other Party against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, such other Party as a result of any breach by a Party of this clause.

33. MISCELLANEOUS

33.1 The collaboration between the Parties and the execution of these Sales Conditions do not create any agency, joint venture or partnership relationship.

33.2 The failure of either Party at any time to require performance by the other Party of any provision of an Order in no way affects the right to require such performance at any time thereafter, nor does the waiver by either Party of a breach of any provision of an Order constitute a waiver of any succeeding breach of the same or any other provision.

33.3 If any of the provisions of these Sales Conditions should be invalid/void in full or in part, or if a legal gap becomes apparent, the validity of the remaining provisions of these Sales Conditions shall remain unaffected. The Parties are obliged to replace the invalid provision by a valid provision which comes as close as possible to the intended purpose of the invalid provision.

33.4 All modifications, adjustments, alterations and amendments to these Sales Conditions or additional terms and conditions are valid or binding only if agreed upon in writing. This also applies to the cancellation of this written form requirement. In addition, all further agreed documents, which expressly refer to these Sales Conditions, constitute part of it.

33.5 The language of correspondence, technical and commercial documents and any information related to these Sales Conditions shall be English.

33.6 These Sales Conditions supersedes all prior or contemporaneous oral or written communications, representations, offers or proposals regarding the subject matter thereof.

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