

CONDITIONS OF SALES – INDEPENDENT AFTERMARKET

NOVEMBER 2022 – REF. 33819EN VERSION 8

ALL OUR SALES ARE REGULATED BY THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. GENERAL COMMENTS

The Supplier is defined as the EFI AUTOMOTIVE group's affiliate with which the Purchaser has concluded a Contract. These Conditions of Sales Terms hereinafter called "the Terms" govern the business relationship between the Supplier and the Purchaser (called "the Parties"). The acceptance and/or the execution of an order by the Supplier does not involve its tacit acceptance of the Purchaser's general terms of purchase. Deviations to the Terms shall require the signature of the Supplier and/or shall appear in the Supplier's offer. Unless otherwise expressly agreed between the Supplier and the Purchaser in a jointly signed agreement, these Terms, the Supplier's offer, the specific conditions shown in the Purchaser's order which do not conflict with the two first ones, the Supplier's invoice shall form the Contract. Unless signed by a duly authorized representative at the Supplier's, the Supplier objects to any additional or different terms in Customer's subsequent documents even if the Supplier fills in such documents in pursuance of the Purchaser's purchasing process. All orders placed with Supplier automatically imply acceptance by purchasers of these Terms.

2. OFFER - ORDER

2.1. The Supplier's offer is not divisible. The offer is only valid for a maximum of sixty (60) calendar days.

2.2. In his order, the Purchaser shall insert the number of the offer issued by Supplier which reserves the right to otherwise refuse said order. The Purchaser shall also consider the data and conditions specified in Supplier's offer to establish his order.

2.3. If the Purchaser requires an extension of the duration of the supply of the products, the

Parties agree to renegotiate in good faith the product's price and any planning adjustment.

3. PRICES

3.1. The prices of products are those agreed upon between Supplier and the Purchaser (as mentioned within the pertaining offer) calculated based on the unit price scale beforehand communicated by the Supplier to the Purchaser.

3.2. It is agreed that the unit price scale must be changed frequently. Unless otherwise agreed, prices are exclusive of VAT and FCA (Incoterms ICC 2020). Consequently, any taxes, dues, or other fees to be paid according to an exporting country or those of an importing country or country of transit are paid by the Purchaser.

3.3. All quotes are in Euros, unless otherwise stated. When these quotes are made in a currency outside the Euro area, the exchange rate is the fixed official parity on the day the quote is made.

3.4. Except otherwise stated, the price is given for annual forecasted volumes. In the event said volumes would not be reached, the Supplier and the Purchaser will renegotiate the prices in good faith.

4. SAMPLES

Batch manufactured products comply with the production sample approved by the Purchaser. Production will not be launched until the Supplier receives written approval of this sample from its Purchaser.

5. DELIVERY

5.1. Unless otherwise agreed, the deliveries are made FCA Joinville – France (Incoterms ICC 2020).

5.2. Delivery is carried out either by handing-over the product directly to the Purchaser, or by simple notification of availability being given, or by delivery to a shipper or carrier at Supplier's premises as agreed between Supplier and its Purchaser. The contractual delivery terms are interpreted in accordance with applicable Incoterms shown in the quote or the sales agreement.

5.3. The deliveries are made according to the schedule defined in the quote. Supplier is released from its obligations in the event of force majeure, as defined in paragraph 18 of these Terms, and undertakes to warn its Purchaser of these cases and events within reasonable time. In any case, delivery within deadlines can only be made if Purchasers have respected their obligations to the Supplier.

Delivery completion periods are always those shown on the order acknowledgement, or for lack, those shown on the order itself. Delivery periods shown in quotes are purely indicative.

5.4. As far as forwarding is delayed at the request or with the assent of the Purchaser (if Supplier agrees), the products and equipment are stored and handled at Purchaser's own expenses and risks. These provisions do not modify in any way the Purchaser's obligations to pay for the goods.

5.5. In the event of litigation about the designation and characteristics of the products delivered, only the drawings and documents forming part of the sales agreement issued by Supplier and referred in the quote will be considered.

5.6 In case of Logistic claim, the Purchaser shall notify his request within the following deadline: ten (10) days after duly clearance of documents approving the goods' property transfer in accordance with the delivery conditions. Upon expiry of the deadline mentioned hereabove, no claim shall be raised by the Purchaser in no case whatsoever.

6. PACKING, MARKING, LABELLING

6.1. Packaging is not included in the prices unless otherwise stipulated. Special packaging, labelling and/or marking requirements shall be expressly accepted by the Supplier. Special packaging must be specified in the order and will be invoiced separately. Unless otherwise provided in the Contract, any charges or costs related to handling, packaging, labelling, marking, storage, or transportation of products are borne by the Purchaser.

6.2. Products can, if specifically defined and detailed in the quote, be packed in individual packaging to enable technical identification.

6.3. Within thirty (30) days of delivery, Purchasers will return, at their expense, the containers, the cases, the pallets and other reusable packing belonging to the Supplier. Failure to do this will entitle the Supplier to be paid the value of this packing.

6.4. In accordance with the provisions of Article R. 541-173 of the French Environmental Code, the Supplier, in accordance with the principle of extended producer responsibility, shall notify the Purchaser of its unique ID FR209076-01EEAS attached to the EMBM category (household packaging).

7. PROTECTION OF PERSONAL DATA

7.1. All terms related to the protection of personal data used in the framework of the Contract shall be compliant with the applicable regulations (as an example and if applicable, the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, including the Guidelines of the European Data Protection Board shall be strictly respected).

7.2. To that end, the Purchaser shall comply with the obligation incumbent on it individually as personal data controller.

7.3. Within the framework of the performance of the Contract, if the Purchaser has to perform operations of processing of personal data in the name and on behalf of the Supplier, the Parties agree that a specific agreement on

processing of personal data must be concluded prior to operating such processing.

8. PAYMENT

8.1. Unless otherwise stated, payment terms are as follows: payment within thirty (30) days from the date of the invoice by bank transfer on Supplier's account.

8.2. If payment is late, the Supplier has the right to suspend all pending orders and take any other appropriate action including legal redress.

8.3. Any sum not paid at the limit fixed on the invoice involves the application of penalties of an amount equal to three (3) times the French legal interest rate in effect, in addition to the basic allowance for collection charges equal to 40€. In the event of non-payment forty-eight (48) hours after an unheeded formal warning, Supplier has the right to cancel the sale automatically and require, by summary procedure, the restitution of the products, without prejudice to other damages awarded by the Courts. The provisions of the present article shall also apply to all other unpaid orders, already delivered and being delivered for which payment is due or not.

9. WARRANTY - LIABILITY (WARRANTY APPLICABLE TO ALL PRODUCTS)

9.1. The products delivered by Supplier comply with existing and applicable standards and specifications duly accepted by the Supplier. Unless otherwise agreed upon by the Parties, the warranty covers material and/or manufacturing defects of our products.

9.2. The warranty period will expire on the earlier of (a) the thirty-six (36) month period from the date code of the product, and (b) the twenty-four (24) month period from the date of its mounting on vehicle (see Purchaser's invoice issued to its purchasers for the mounting on vehicle and product sale). Interventions within the warranty period do not extend it.

9.3. To sue the warranty, purchasers must immediately notify Supplier about the defect

as soon as it appears and must be able to prove the mounting on vehicle of the product has been made by a professional. The notification must describe in detail the nonconformity of the product. Purchasers lose their right to repair if they do not notify the Supplier about the defect within the conditions specified in this clause.

9.4. For the Supplier, warranty means replacing the defective product free of charge, within the limit of a single product replacement for the total duration of the warranty. No liability for a compensatory payment for any reason whatsoever can be accepted. Before replacement under warranty, the Supplier engineering department must approve the course of action to be taken.

9.5. Purchaser must return the defective part to the Supplier within ten (10) days. Replacement of the defective product will be exclusive of any potential expenses' reimbursement (transport charges, disassembling, reassembly, towing...).

9.6. Are excluded from the apparent defects warranty, all defects caused by any modification of the environment of the products (modification of the ignition system/engine environment etc.), defects caused by incorrect assembly which would not respect the state of the art and/or which would not be performed by a professional, defective maintenance, abnormal use or storage, normal wear or assemblies in environments which do not comply with the restrictions described in specifications or specifications emanating from Purchasers. The Supplier cannot be liable for assembly operations that do not comply with recommendations for fitment and use and/or common practice.

9.7. For the ignition coils product, the warranty is excluded for the cases of any engine configuration change in the environment of the ignition coil (change in the ignition system/engine environment).

9.8. So long as it is permitted by the applicable laws, the legal liability for hidden defects or any other kind of legal liability and/or implied

warranties is expressly excluded from the business relationship.

9.9. Unless otherwise stipulated, the Supplier is not responsible for loss of production, loss of profit, loss of use, failure to sell nor any other consecutive, economic, or indirect loss whatsoever by the purchaser.

10. IMPOSSIBILITY OF PERFORMANCE

Before or after the start of production, to the extent that the Supplier cannot manufacture the product, the Purchaser shall be entitled to claim damages, unless the Supplier is not responsible for the mentioned impossibility. The Purchaser's claim for damages shall, however, be limited to an amount corresponding to ten (10) % of the value of the part of the firm order which does not respect the contractual technical specifications.

11. REMEDIES – INDEMNITY

11.1. In case of suspected contractual breach committed by the Supplier, Purchaser shall prove Supplier's liability on written documentary evidence. Furthermore, Purchaser shall also prove the harm suffered due to said suspected breach as well as the direct causal link between the harm suffered and Supplier's liability.

11.2. Once Supplier's liability proved by the Purchaser on written documentary evidence, and confirmed by the Supplier, the Parties shall gather in order to conduct good faith negotiations so as to determine the amount of indemnification to be allowed by the Supplier to the Purchaser. The amount of compensation paid by the Supplier to the Purchaser may not exceed the amounts referred to in article 10 of the Terms.

11.3. The Supplier is not responsible toward the Purchaser for any loss of production, loss of profit, loss of use, loss of an opportunity to sell and/or for any other consequential (or not), economic and/or indirect damage.

11.4. Any right of the Customer to set off and/or withhold any payment due to the Supplier under this Contract is hereby expressly excluded except for set offs duly and expressly authorized by the Supplier.

12. TERMINATION

12.1. In the event that one of the Parties fails to perform a clause of the contract, the other Party may order it to correct such non-performance by recorded delivery letter. If the obligation in question is not performed or no written agreement is reached between the Parties within sixty (60) days following the date on which the reminder was sent, the injured Party may automatically terminate the contract, by recorded delivery letter.

12.2. The contract may also be terminated before its expiration date and without notice in the event of force majeure lasting more than ninety (90) days.

12.3. In the event the Supplier's liability is not proved, the Purchaser shall reimburse the Supplier for all the not yet paid off costs related to the Contract concerned such as Specific Investment but also components procured for the execution of the Contract, semi-finished products, finished products as well as all the financial consequences due to the termination, be the termination at the initiative of the Purchaser and/or Supplier.

12.4. Termination will produce its results only for the future and will not be retroactive.

12.5. Notwithstanding the foregoing, in case of contractual breach by the Purchaser, the latter shall compensate the Supplier for any harm or damage suffered by the Supplier itself and/or by its own subcontractors.

12.6. Any case of termination for convenience is expressly excluded.

13. RESEARCH, DRAWINGS AND DESCRIPTIONS

All research, drawings and technical documents relating to the products or their manufacture made available by the Supplier

before or after a sales agreement or order comes into force, remain its property. The Supplier is not obliged to provide detailed manufacturing drawings for products. Without specific assent by the Supplier, drawings and documents loaned to Purchaser cannot be used for other purposes and may be neither copied, transmitted nor communicated to third parties.

14. NON-SOLICITATION OF EMPLOYEES

The Purchaser undertakes not to hire, nor to attempt to do so, any employee of the Supplier, with whom the Purchaser would have been in contact in the business relationship up to twelve (12) months following the date of the termination of the contract for whatever reason.

15. CONFIDENTIALITY

15.1. All documents, information, research, drawings, samples, of any kind (technical, business, etc.) and under whatever form (email, oral and written disclosure) made available to the Purchaser before or during the business relationship remain the Supplier's property. They must be kept strictly confidential, and in any case, they must not be disclosed to a third party and/or be used by the Purchaser for its own needs without the prior written agreement of the Supplier. The Supplier reserves the right to require their restitution at any time.

15.2. Obligations concerning the confidentiality will remain valid until five (5) years after the termination of the business relationship.

16. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

16.1. When the Supplier is the designer of the product, he remains the only owner of any result emanating from the design and/or the manufacturing of the product. These results notably include any and all intellectual and industrial property rights.

16.2. The Supplier grants to the Purchaser a license of use limited to the integration of the product within the system and/or vehicle, to the dismantling and remounting of the product from the system and/or the vehicle. The Supplier does not grant to the Supplier any other kind of license of use, exploitation, manufacture, nor any assignment of any result. Any licence granted to the Purchaser or any assignment of any result shall be agreed upon by the Supplier in a separate signed agreement.

17. RESERVE OF OWNERSHIP – TRANSFER OF RISKS

17.1. The transfer of ownership of the delivered products shall be effective only after entire payment of their invoices. Nevertheless, there is an immediate transfer of risks of loss or deterioration of property upon the date of delivery of the products.

17.2. In the cases of late dispatch, shipping, start of performance of the assembly of the products or reception of the products by the Purchaser for reasons for which it is entirely responsible, or in the cases when the Purchaser has failed to accept the deviations expressed by the Supplier, the risks shall be transferred to the Purchaser.

17.3. The Purchaser shall inform the Supplier of any attachment of property or any other third party's intervention upon the products so that the Supplier can oppose and preserve its rights.

18. FORCE MAJEURE

18.1. A case of force majeure is defined as an event beyond the control of the debtor, which could not have been reasonably anticipated at the time the contract and/or the order were entered into effect, and which the effects, because they could not have been avoided by appropriate measures, prevent the execution of said contract and/or orders.

18.2. The Supplier is released from its contractual obligations in the event the

fulfilment of such obligations is prevented or becomes unreasonably costly, notably due but not limited to, any of the following circumstances: labour disputes, fire, war (declared or not), insurrection, requisitions, state of crisis, embargo, epidemic and pandemic, natural disaster, power cuts and defaults or delays in the delivery of products from subcontractors and suppliers resulting from the circumstances enumerated in this clause. The Supplier undertakes to inform the Purchaser of such circumstances as soon as possible.

19. EXPORT CONTROLS & SANCTIONS COMPLIANCE

19.1. Purchaser agrees to comply with all applicable export control and sanctions laws and regulations of the member States of the European Union, of the United States of America, and of any other relevant country (hereinafter referred to as the "Export Control Laws"). Purchaser will not violate and will not cause the Supplier to violate any Export Control Laws (e.g., by transshipping systems and/or vehicles incorporating the products through, and/or supplying products to sanctioned countries).

19.2. If import and export taxes or any other kind of taxes are introduced by any and all authorities concerning the products or components shipped from or to countries, and if such taxes become applicable to the products and components covered by the Contract, the Supplier reserves the right to increase the prices in due proportion.

20. GENERAL PROVISIONS

20.1. ENTIRE AGREEMENT & NON-WAIVER

Voidance of one of the clauses of these Terms shall not void the remaining clauses. The void clause shall be replaced by a clause designed to produce an equivalent financial and legal effect as the original clause. In the event that one of the Parties does not assert its right by virtue of the Terms, it will not be construed, whatever is the duration, the importance, or the frequency of such situation, as a waiver of

its right to request the enforcement later on of each clause of the Terms.

20.2. CHANGE OF CUSTOMER'S SITUATION/ NON-ASSIGNMENT

20.2.1. Purchaser shall immediately inform the Supplier of any change of the management body or shareholder, transfer of control (or sale of majority stakes), merger or takeover of the Purchaser. The Supplier may terminate the Contract without notice and without compensation to the Purchaser.

20.2.2. Moreover, under no circumstances may the Purchaser transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including without limitation any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without the Supplier's prior written consent.

20.3. SIGNIFICANT CHANGE OF ECONOMIC CIRCUMSTANCES / HARDSHIP

20.3.1. If, due to a change of circumstances which could not have been foreseen upon conclusion of the Contract, performance becomes excessively costly for the Supplier, then the Supplier and the Purchaser will re-negotiate the Contract.

20.4 APPLICABLE LAW & SETTLEMENT OF DISPUTES

20.4.1. The French law applies to these Terms to the exclusion of its conflict rules of laws.

Any dispute arising out in connection with the construction and/or the execution of these General Conditions, shall be settled by the Judicial Court of LYON, France, unless the Supplier and the Purchaser decide to try to resolve the litigation through an amicable settlement. This clause applies even in the event of summary procedure, incidental request, plurality of defendants or appeal with guarantees, and whatever the means of payment may be.



20.4.2. It is stated that all the provisions arising from article 20.4 of these Terms are stipulated in the exclusive interest of the Supplier.