

CLARIOS TERMS AND CONDITIONS OF PURCHASE (Mexico)

These Terms apply when referenced by Buyer's purchase order or other documentation from the Buyer.

1. Offer; Acceptance; Exclusive Terms; Identity of Buyer.

Each purchase order or purchase order revision issued by Buyer ("Order") is an offer to the seller identified on the Order (the "Seller") for the purchase of goods and/or services (collectively, "Supplies") and includes and is governed by these Terms and Conditions of Purchase ("Terms"). When accepted, the Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Supplies covered by the Order, except that a prior agreement signed by an authorized representative of Buyer (an "Agreement", such as an award letter, Master Agreement, Statement of Work or Non-Disclosure Agreement (but not prior purchase orders for the same parts and vehicle program)) will continue to apply. Seller **accepts** the Order, including these Terms, and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; and/or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. **The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively.** The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order, but shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment of the Supplies, or by other means acceptable to Buyer, in which case this Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. Any modification of these Terms must be expressly stated in the Order. Each Order can be modified only under Section 41 ("Total Agreement and Modifications"). "Seller" is the company or fiscal person. identified in the Order; if no such entity is identified, the Buyer is Clarios, LLC. The Terms are available at <https://www.clarios.com/supplier-information>.

2. Time Period of Order. Subject to the parties' termination rights set forth herein, the agreement formed by the Order is binding on the parties for the term set forth in the Order or, if an Agreement exists which supersedes the Order, the term set forth in the Agreement.

3. Quantity; Material Releases; Delivery. The quantities estimated that appear in each Order hails from the calculation made by the Buyer of the quantities of the Supplies that they may buy from the Seller during the term of the contract specified in the Order. If the Order does not indicate quantity or if the quantity indicated is zero: (a) the Seller is obligated to provide the quantities of the Supplies required that the Buyer has specified in Material Releases; (b) unless the cover of the Order does not expressly state it, the Buyer is not obligated to buy Supplies exclusively from the Seller, and (c) the Buyer is demanded to buy no less than a piece or an unit of each of the Supplies that are goods and not more than those quantities that are identified as firm orders in material authorization releases, manifests, broadcasts or similar releases ("Material Releases") that are transmitted from the Buyer to Seller during the term of the Order or, in case the Order covers services, the Buyer is required to purchase such services to the extent expressly stated in the Agreement. The Buyer may require Seller

to participate in an electronic data interchange or a similar inventory management program, at Seller's expense, for notification of Material Releases, shipping confirmation and other information. The Buyer may acquire additional quantities of the listed Supplies through the Material Releases. Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility). Time and quantities are of the essence under the Order. Seller agrees to make on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order and related Material Releases, unless the parties agree otherwise in writing. The Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. The Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4. Invoice and Price, Urgent Delivery Service [Premium Freight]. Except as expressly stated on the Order, the price of Supplies stated on the Order is complete and includes storage, handling, packaging and all other expenses and charges of Seller. Incoterms 2020 will apply to all shipments except those entirely within Mexico. Except as otherwise stated in the Order or an Agreement, Supplies will be shipped FCA (loaded) INCOTERMS 2020 at Seller's final production location using Buyer's transportation. All invoices for the Supplies must reference the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, currency and other information required by the Buyer. The Buyer will pay proper invoices complying with all the terms of the Order. The total price includes all duties and taxes except for any governmentally imposed value added tax (VAT) which must be shown separately on Seller's invoice for each shipment, said invoice must abide at all moments by the fiscal requirements applicable in Mexico. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets of the Seller. The Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer because of Seller's failure to comply with shipping or delivery requirements, including the cost that the client or clients of the Buyer charge this one, will be covered at all moments by the Seller.
5. Packaging, Marking, Shipping. Seller will: (a) properly pack, mark, and ship Supplies according to the requirements of Buyer, the involved carriers and the country of destination; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, the bill of lading number, any additional requirements reasonably requested by Buyer; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. The Seller will provide all special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing.

5.1. Disclosure, Warnings or Special Instructions. With respect to such Supplies, the Seller will provide Buyer with the following information, in a form that would satisfy the requirements of the Sustainability Directives, as defined below, or as otherwise requested by Buyer: (i) a list of all elements, minerals, compounds, and other ingredients that comprise the Supplies

("Required Minerals") and are the subject of, or addressed by, the Sustainability Directives, defined below, or as otherwise requested by Buyer; (ii) the manufacturing location of Supplies; (iii) the amount and, as applicable, the percentage of each Required Mineral in Supplies, and (iv) in addition and pursuant to Section 9, information concerning any changes in or additions to Required Minerals in these Supplies. Seller will provide the aforementioned information to Buyer as expeditiously as possible prior to the shipment of these Supplies by Seller, but in any event, in sufficient time to afford Buyer reasonable time to a) determine Buyer's disclosure requirements and b) reject any Supplies, cancel any Order, or pursue all other remedies, including, but not limited to, legal and equitable remedies, in the event Seller either fails to meet applicable Sustainability Directives or Buyer's disclosure requirements as provided in Sections 5.1 and 5.2. Page 3 of 13 Additionally, before and at the time Supplies are shipped, Seller will give Buyer sufficient warning in writing (including all required labels on all Supplies, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Supplies. Seller agrees to comply with 1) all of Buyer's published policies on sustainability as they exist from time to time, and that the Buyer communicates through electronic mail or in the official portal, as well as 2) all current and latest national, state, provincial, and local laws and regulations applicable to Buyer, Buyer's customers, Seller, or any combination of (1) and (2), pertaining to content of Supplies and warning labels ("Sustainability Directives"), including without limitation the "Ley General de Prevencion y Manejo de Residuos", the "Ley Federal de Reponsabilidad Ambiental", "Normas Oficiales Mexicanas", any other applicable legislation in Mexico, as well as U.S. Toxic Substances Control Act and European Union Directive 2002/96/EC and 2002/95/EC regarding restrictions of certain hazardous substances, Dodd-Frank Act regarding conflict minerals and European Union Regulation 1907/2007/EC regarding Registration, Evaluation, Authorization and Restriction of Chemicals. Link to Registration, Evaluation, and Authorization of Chemicals (REACH) Regulation: <https://echa.europa.eu/regulations/reach/legislation>. Link to RoHS Directive: https://environment.ec.europa.eu/topics/waste-and-recycling/rohs-directive_en. Seller will reimburse Buyer for any expenses incurred as a result of improper or incomplete disclosure, packing, marking, routing, or shipping of Supplies. This includes efforts to improve the energetic efficiency, greenhouse gas control emissions, recycle of materials, reduction or gradual elimination of toxic substances, reduction of waste, production life cycle evaluations, promotion of "green supply chain". Support in the achievement of workplace and healthy and safe communities, hiring and promotion of employees without discrimination, wage pay and competitive benefits and citizen responsibility in the communities where the parties operate. Participation in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting the requirements requested by the Buyer.

5.2. Sustainability. In addition to complying with all applicable Sustainability Directives, with respect to Supplies, Seller will i) completely, accurately, and timely respond to Buyer's surveys and requests for information related to the Sustainability Directives and Required Minerals and ii) fully cooperate with Buyer in Buyer's efforts to collect information throughout Seller's supply chain on the origin (including determination of a recycled or scrapped source, location of the mine, smelter, and initial entry into the supply chain) and use of Required Minerals in the Supplies.

5.3. In the event Seller fails to fully and timely comply with Sections 5.1, 5.2, or both, in addition to all other remedies available to Buyer under these Terms, the “Código Civil Federal”, the “Código de Comercio” and other applicable laws, or otherwise, Buyer may, in its sole and absolute discretion, with respect to any Supplies, revoke the acceptance, reject, abandon, return or hold such Supplies at Seller’s expense and risk (“Refused Product”) and Buyer may cancel in whole or partially, i) any Order, ii) award letter, iii) any other agreement, iv) any other obligation Buyer may have to purchase any or all Supplies from Seller, or v) any combination of (i), (ii), (iii), and (iv) (collectively “Canceled Products”). Additionally, Buyer has the right to source replacements for any Refused Products, Canceled Products, or any combination thereof and Seller will reimburse Buyer for any difference in cost of such replacements plus all associated expenses, including charges for expediting and quality validation, and losses arising out of or related to adverse effects on Buyer’s business as a result of the need to pursue such alternative sourcing.

6. Customs; Related Matters. Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including but not limited to Certificates of Origin of the “TLCAN” or the treaty that replaces it, or any other international treaty that Mexico is a part of) necessary to permit Buyer (or, if applicable, Buyer’s customers) to receive these benefits or credits. Seller agrees to fulfill any customs related obligations, country of origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Supplies are Seller’s responsibility unless otherwise stated in the Order or an Agreement, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country’s rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies’ purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller shall mark Supplies “Made in [country of origin].” Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller guarantees that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

6.1. Importer Safety Declaration. Regarding any product that is planned to be shipped to Mexico, the Seller recognizes that it's their obligation to provide to the Buyer all the necessary information for the compliance, according to the laws or Mexican laws, with the obligation of prompt delivery (that is, within a period grater that 24 hours before the loading onto the ship) of the corresponding import declaration. Said information must include, without limitations: (1) name and address of the Seller; (2) Name and address of the Manufacturer or other Provider (if not the Seller); (3) country of origin, and (4) HTSUS product number (if the Buyer provides so that the Seller includes it in the load/ shipping documents) or correspondent tariff classification. The Seller agrees working with the loading/local transit agent designated for providing the necessary data and coordinate the exportation of goods in the necessary periods of time. Any infraction, fine, conventional damages or other incurred cost for any delay in the

custom clearance or other circumstances that prevents its loading into the container for the exportation to the United Mexican States caused by a fault of the Seller, who hereby agrees to reimburse the Buyer any amount incurred due to this fault.

7. Inspection; Non-Conforming Goods/Services; Audit. Buyer may enter Seller's facility to inspect the facility, Supplies, materials, and any of Buyer's property related to the Order. Buyer's inspection of Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities under the Order will be reduced unless Buyer notifies Seller otherwise. Seller will not replace reduced quantities without a new Material Release from Buyer. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Page 4 of 13 Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from Buyer's plant Supplies that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct audits at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section.
8. Payment. Unless different payment terms are stated in the Order, the applicable Country Supplement, or required by law, proper invoices will be processed and paid ninety (90) days from the invoice receipt date by Buyer on the next scheduled payment run. Invoices for tooling must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in the legal currency of the United Mexican States. Payment will be made by mail on or before the due date unless otherwise expressly agreed by the Buyer, unless the Buyer expressly indicates the contrary. No payment made under this agreement, or any Order issued hereunder shall be conclusive evidence of the Seller's compliance with this agreement or the Order, whether in whole or in part, and no payment, including the final payment, shall be construed as the Buyer's acceptance of defective, deficient, or unsatisfactory labor, materials, and/or equipment.
9. Changes. Buyer reserves the right at any time, by written notice to Seller, to make changes, or to require Seller to make changes, to drawings, specifications, sub-suppliers, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten

days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. After receiving all requested documentation, Buyer may, in its sole discretion, equitably adjust the price or time for performance. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, Buyer's requested change will not affect the price or time for performance. Seller will not make any change relating to Supplies – including without limitation, in the Supplies' contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery – except at Buyer's written instruction or with Buyer's written approval. Any changes by Seller to any Order or to the Supplies covered by the Order without the prior written approval of an authorized representative of Buyer shall constitute a breach of the Order.

10. Warranties. Seller expressly warrants and guarantees to Buyer, to Buyer's successors and assigns that all Supplies delivered or provided to Buyer will: (a) will be in according to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable current and latest laws, orders, regulations and standards in countries where Supplies or vehicles or other products incorporating Supplies are to be sold; (c) be merchantable and free of defects in design (to the extent designed by Seller), materials and workmanship; (d) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period will be at most: three years from the date that the Buyer accepts the Supplier; the warranty period arranged by the laws or in the Order, or in the warranty period offered by the Buyer or their clients to final users by the installed Supplies or as a part of the products. Regarding the services, the Seller further guarantees that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.
11. Provider Standards, Quality and Development. Seller will conform to the quality control and inspection systems, as well as related standards and systems (including without limitation quality control policies, ISO/IATF 16949 and ISO 9001 and ISO 14001 of environmental management) that the Buyer establishes or demands. Seller will also participate in provider quality and development programs of Buyer. As requested by Buyer at any time, Seller will participate in and comply with the following Buyer programs and standards: (a) Buyer's Provider Standards Manual (including all subsections and forms) accessible through the link "www.clarios.com/suppliers" as well as every other Provider Standards Manual that the Buyers dispose (including all subsections and forms); (b) performance review for providers, in case of any discrepancy between any part of the programs and standards aforementioned and any disposition expressed in this Terms, this Terms will control. The Seller is responsible for any of their respective providers. The Seller must maintain adequate development, validation, launch and ongoing supervision to assure all Supplies provided to Buyer conform to all applicable warranties and other provisions of the Order.
12. Goals for Minority/Women-Owned Business Enterprises (MWBE) When applicable, the Seller agrees to recognize the benefits of acquiring goods and services from certified Minority/Women-Owned Business Enterprises like Minority Business Enterprise (MBE) by the National Minority Supplier Development Council (NMSDC) or by the Women's Business Enterprises National Counsel (WBENC)

and will establish employment goals and will guide the coordination of their Program of Suppliers Diversity with the efforts of the Buyer. Promotion of diversity in the providers' bases. Reference of the National Minority Supplier Development Council (NMSDC<http://www.nmsdc.org>). The Buyer and Seller hereby acknowledge the value of supporting initiatives that seek to achieve environmental and social excellence. While this Agreement defines the parameters in which the parties will conduct business and search for mutual financial advantages, the parties recognize, believe and practice the sustainability principles that they will carry out in their own management. Promotion for diversity in the provider base. Reference of the National Minority Supplier Development Council (NMSDC-<http://www.nmsdc.org>).

13. Manuals or Instructions of Use. At the Buyer's request, the Seller will make available to the Buyer the manuals or instructions of use of the supply of goods or services and other materials without any additional cost with the object to support the Buyers service parts sales activities.
14. Remedies. The rights and remedies reserved to Buyer in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for any incidental, consequential or other damages caused or required by Seller's breach or by nonconforming Supplies, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer: (a) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Supplies; (b) resulting from production interruptions; (c) conducting recall campaigns, customer field service actions or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies. Buyer's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Supplies and will participate in and comply with warranty reduction or related programs of Buyer that relate to the Supplies.
15. Compliance with Current and Latest Laws; Ethics; Anti-corruption. Seller, and any Supplies provided, will comply with all applicable current and latest laws, including rules, regulations, orders, conventions, ordinances and standards, in relation to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, and laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture will satisfy current and latest governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller will certify, assures and guarantees to the Buyer that its products comply integrity with all applicable laws, codes, official standards and regulation applicable in Mexico, including, but not limited to, the European Reach regulation and the RoHS directive, and any other applicable law to which the Supplies provided by the Seller are subject to. Seller and its employees and contractors will abide by Buyer's Code of Ethics (available at <https://codeofethics.clarios.com/>) or Seller's own equivalent ethics policy.
 - 15.1. Compliance with provision on Specialized Services; The Seller agrees and recognizes that in the event of providing specialized service to the Buyer, it will fully comply with the dispositions in this matter and therefore said specialized services in case of being provided will always be in accordance with the law, therefore the Seller may only invoice the Buyer for such services, if its

registered with the STPS as a service provider company, with the permit being valid and additionally it must fully comply with the fiscal deliverables that are referred in the article 27 of the "LISR" and 15 of the "LFT" through media and platforms that the Buyer indicates, this as an indispensable requirement for the continuity of the hired specialized service and the release for the payment for the invoice within the terms established by the parties.

15.2. Upon signing this agreement, the Seller recognizes that the Buyer has developed a crime prevention policy that applies to employed, representatives, administrators as well as business partners for the establish due control to mitigate penal responsibility as a legal entity. Attending to this, the Seller compromises to the Buyer to recognize and comply with the applicable aspects of this criminal compliance program. In case that the Seller has knowledge or suspicions of any activity, act or incident that may constitute a crime under the law or may jeopardize the corporate integrity of the Buyer, the Seller is obligated to inform immediately to the organization, through the internal reporting channels enabled for this purpose via the Seller's help and Integrity Line, available 24 (twenty-four) hours a day via the internet, in www.ClariosIntegrityHelpline.com or in the employee portal for obtaining the free phone numbers.

16. Anti- corruption. The Seller agrees to comply with all applicable laws in anticorruption and money laundering matters, as well as the Ethics Code (<https://codeofethics.clarios.com>) and all other applicable Buyer policies.

(i) The Buyer reserves the right to terminate the Order in an immediate if the Seller breaches any anticorruption law or regulation or the present terms.

17. Clients Requirement. At the written request from the Buyer, the Seller agrees to comply with the relevant terms set forth in any agreement between the Buyer and their clients whom the Buyer provides the Supplies (according as incorporated in the products provided to such customers). The Buyer, at their discretion, may provide to the Seller the information related to the purchase orders that the Buyer receives from their clients. The seller will be responsible for determining how much such information affects its obligations under the Order and will comply with all informed terms to the extent within its control. By written notice to the Seller, the Buyer may choose to make the dispositions in this Section prevail over any other conflicting term between the Buyer and the Seller.

18. Indemnification. To the fullest extent permitted by law, the Seller will defend, indemnify and hold harmless Buyer and Buyer's partners, associates, directors and employees, as well as the Buyer's clients (as well as direct and indirect, including the vehicle manufacturers where the Supplies are integrated), distributors and product users sold by the Buyer (or the vehicles where integrated) and all of the respective invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and trials) arising out of or resulting from any defective Supplies, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Terms). If Seller performs any work on Buyer's premises or utilizes the property of Buyer or Client, whether on or off Buyer's or Client's premises: (a) Seller will examine the premises to determine whether they are safe for the requested work and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all laws and regulations that apply to the premises and may be removed from Buyer's premises at

Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer and their clients, its employees or agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's property, except for any liability, claim or demand arising out of the sole negligence of Buyer.

19. Insurance. The general requirements as follows apply to all and all work indicated in the Order. Compliance of this is also demanded of all contractors and subcontractors of any level ("Contractor"). The Seller/Contractor will not initiate any kind of work indicated in the Order of any kind until the insurance requirements are fulfilled with the requirements set forth in these Terms as described below and, if requested by the Buyer, until the evidence of such compliance, in substance and form, is satisfactory for the Buyer and has been provided. All insurance provided in these Terms shall remain in effect throughout the duration of the work specified in the Order, including any extensions, and until the work has been completed to the Buyers satisfaction. The approval or acceptance of the insurance by the Buyer shall not exempt or diminish the responsibility of the Seller or Contractor, and the failure of maintaining it in effect shall constitute a substantial breach of these Terms.

19.1. Standard Conditions Rating- All and any company that provides the solicited insurance according to this contract shall comply with certain minimum requirements of financial safety. This requirement shall conform to the current ratings published by the A.M. Best & Co. In "Best's Key Rating Guide- Property-Casualty". The ratings of each company must be indicated on the Certificate of Insurance Form. All insurance policies must be expedited by companies with the current best rating (as indicated in the most recent edition of Best's Key Rating Guide published by A.M. Best Company), or equivalent, of A-V or better.

19.2. Cancellation- The Buyer, without exception, must receive notification no less than thirty (30) days in advance of the cancellation for any other reason than nonpayment of the premium of any insurance required by this contract. The nonpayment will require notification ten (10) days in advance prior to the cancellation. Confirmation of this cancellation with thirty (30) days in advance notice requirement must appear in the Certificate of Insurance and on any and all insurance policies required by this contract.

19.3. Certificate of Insurance Format- The Seller must deliver to the Buyer a Certificate of Insurance format that details the restrictions and minimum coverage, specified in the Section 19.6. The Seller may deliver its Certificate of Insurance in PDF or TIF format via email to the person indicated by the Buyer.

19.4. Waiver of Subrogation- The Seller waives their recovery rights and will cause its insurers to waive their Subrogation rights indicated in all of the required policies, including their respective agents and employees. The Seller hereby releases the Buyer, including their respective affiliates, directors and employees,

from losses and claims of injuries, property damage or other claims covered by the insurance arising from performance under this contract.

19.5. Additional Insureds- The Buyer and any other entity that reasonably requested shall be named as additional insureds on the Commercial General Liability and Automobile Liability Policies with respect to the work performed to fulfill the Order.

19.6. Coverage Limits. Both the coverages and minimum limits detailed are requirements. When coverage and/or limits are mandated by law or local regulation, the local requirements will apply subject to the minimum limits determined below. The procurement and maintenance of the following coverages will not limit or affect liability that the Seller may have under this contract. All insurance policies related to coverage and minimum limits must be issued on an occurrence basis (except for Professional Liability, for which a claims-made policy is acceptable as long as the retroactive date precedes the date of this contract). All limits indicated below are in U.S. dollars.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Employer's liability	US \$100,000 each accident, each employee, each death or according to the required applicable law.
General Liability Insurance including premises, operations, independent contractors, products, completed operations, personal and advertising injury and contractual liability	US \$500,000 per sinister and in the aggregate (limits may be met with a combination of general liability and umbrella/excess liability insurance)
Automobile liability insurance including coverage for owned, non-owned and hired automobile	Legal limits (with a minimum of US\$100,000 per each accident) that covers property and lesion damages
Property including business interruption insurance	As specified by Buyer
Insurance of professional civil responsibility	US\$100,00 per each claim

Fidelity Bond	When and according to the applicable
Payment and Performance Bonds and/or Labor and Material Bonds	When and according to the applicable

20. Financial Review. Buyer or a third party designated by Buyer may at any time review the financial condition of Seller and its affiliates, and Seller will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. Buyer and any designated third party will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review, except as needed to enforce the Order.

21. Technology. (a) All Supplies, tooling (including fixtures, gauges, jigs, patterns, castings, cavity dyes and molds, with all related appurtenances, accessions, and accessories), and all other deliverables, data,

inventions (whether or not patentable), industrial designs, technical information, know-how, processes of manufacture and other intellectual property and information created, developed, conceived or first reduced to practice by or on behalf of Seller (including without limitation by any person or entity employed by or working under the direction of Seller) or acquired by Seller under this Order, and for which Buyer has agreed to reimburse Seller, along with all intellectual property rights relating thereto, are the sole and exclusive property of Buyer. Seller will promptly disclose in an acceptable form and assign to Buyer all such deliverables, data, inventions (whether or not patentable), industrial designs, technical information, know-how, processes of manufacture and other intellectual property and information. Seller will cause its employees to sign any papers necessary to enable Buyer to file applications for patents throughout the world and to record rights in and to such intellectual property. To the extent that such intellectual property includes any works of authorship (including, without limitation, software) created by or on behalf of Seller, such works shall be considered "works made for hire", and to the extent that such works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein.

(b) Seller acknowledges and agrees that Buyer has the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Supplies delivered under this Order without payment of any royalty or other compensation to Seller.

(c) Seller hereby grants to Buyer, its subsidiaries and affiliates, and their respective successors and assigns, and Buyer hereby accepts, a non-exclusive, irrevocable, worldwide, license, including the right to sublicense others in connection with providing the Supplies to Buyer, under: (i) patents, industrial designs, technical information, know-how, processes of manufacture and other intellectual property, owned or controlled by Seller or its affiliates, and relating to the Supplies, to make, have made, repair, reconstruct, rebuild, relocate, use, sell, offer to sell and import the Supplies, and (ii) any works of authorship fixed in any tangible medium of expression (including without limitation drawings, prints, manuals and specifications) furnished by Seller in the course of Seller's activity under an Order, to reproduce, distribute, and display such works, and to prepare derivative works based thereon, subject to the other provisions of this Order (all items in clauses (c)(i) and (ii) above, collectively, "Seller's Intellectual Property", and such license in respect thereof, the "License"). Seller acknowledges and understands that this License shall be effective from the first date of delivery of the Supplies under this Order (or such earlier date as specified below) and extend for so long as Buyer, or Buyer's subsidiaries and affiliates, have contractual obligations to customers relating to Supplies. Except as provided for below, Buyer agrees to pay to Seller a reasonable royalty for the License, and Seller acknowledges that: (A) for a period of two years from the first delivery of Supplies under an Order, such reasonable royalty shall be deemed to be included in the prices paid by Buyer for such Supplies, and thereafter the License shall be deemed to be royalty free and fully paid-up; and (B) in the event that prior to the completion of the applicable time period set forth in subsection (c) (A) above (that is, two (2) calendar years from the first delivery of Supplies under an Order by Seller, as applicable), Buyer wishes to source the Supplies from someone other than Seller, Buyer shall pay an additional amount for such reasonable royalty during the period remaining under subsection (c)(A) above, -- and thereafter, Buyer's license shall be fully paid up and royalty-free. Buyer and Seller shall negotiate in good faith the amount of such additional amount for the reasonable royalty. Buyer and Seller acknowledge and agree that the License granted and accepted under this subsection 21(c) shall take immediate effect (if not already in effect) and be royalty-free and fully paid-up to Buyer in the event that: (A) an Order for Supplies is terminated by Buyer under Sections 17 or 18, and/or (B) in the event that Seller for any reason is unable to satisfy

the quality, quantity, delivery or related requirements of Buyer for Supplies under an Order and/or additional orders.

(e) All Supplies or other deliverables provided under this Order (including, for example, computer programs, technical specifications, documentation and manuals), shall be original to Seller and shall not incorporate, or infringe upon, any intellectual property rights (including, without limitation, copyright, patent, trade secret, mask work or trademark rights) of any third party, unless otherwise expressly agreed to in writing on behalf of Buyer by an authorized representative of Buyer.

(f) Seller agrees: (i) to defend, hold harmless and indemnify Buyer and its successors against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret) and against any resulting damages or expenses (including attorney's and other professional fees, settlements and judgments) arising in any way in relation to Supplies covered by this Order (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Supplies, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specifications, (ii) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret), including claims arising out of specifications furnished by Buyer, and (iii) that if the sale or use of the Supplies is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, procure for Buyer the right to continue using the Supplies, replace the same with equivalent non-infringing goods or modify such Supplies so they become non-infringing.

22. Insolvency. The Order may be terminated immediately by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' and other professional fees: (a) Seller becomes insolvent; and/or (b) Seller files a voluntary petition of bankruptcy; and/or (c) an involuntary petition of bankruptcy is filed against Seller; and/or (d) a receiver or trustee is appointed for Seller; and/or (e) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; and/or (f) Seller executes an assignment for the benefit of creditors; and/or (g) Seller fails to meet the credit underwriting standards of Buyer's credit insurance program, and/or (h) Seller is unable promptly to provide Buyer with adequate reasonable assurance of Seller's financial capability to perform any of Seller's obligations under the Order on a timely basis. In the event that this Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in the immediately preceding sentence, Buyer may make equitable adjustments in the price, payment terms, and/or delivery requirements under this Order as Buyer deems appropriate to address the change in Seller's circumstances, including Seller's continuing ability to perform its obligations regarding warranty, nonconforming Supplies or other requirements under this Order. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under this Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to Buyer to use Seller's premises and machinery, equipment, and other property necessary for the production of the Supplies covered by this Order.
23. Termination for non-compliance. Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order (including

without limitation Seller's warranties and world-class supplier provisions); and/or (b) fails or threatens not to deliver Supplies or perform services in connection with the Order; and/or (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within ten days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice (including the electronic mail informed by the Seller) from Buyer specifying the failure or breach or Buyer; and/or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller, and/or (e) fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Supplies, and/or (f) violates the Compliance with Law; Ethics or Anti-corruption provisions of these Terms. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

24. Termination. In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may, at its option and in its sole discretion, terminate all or any part of the Order at any time and for any reason, through written notification to the Seller; the written notification includes the electronic mail informed by the Seller. The Seller will cooperate with the Buyer in the transference and/or cession in the supply to a third party according to Clause 24 of the present terms and conditions. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order on the effective date of termination; (b) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's request, cooperate with Buyer in transferring the production of Supplies to a different provider. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order for which Seller has not been paid; (ii) Seller's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors required under the Order, to the extent directly caused by the termination, and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d). Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination (or in a shorter term, if requested by the Buyer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer

will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller, and any termination shall be without prejudice to any claims which Buyer may have against Seller.

(ii) Changes in the supply. (a) In connection with the expiration or termination of the Order by either party, in whole or in part, or Buyer's other decision to change to an alternate source of Supplies (including but not limited to a Buyer owned or operated facility) , Seller will cooperate in the transition of supply, including the following: (i) Seller will continue production and delivery of all Supplies as ordered by Buyer, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s) including, at Buyer's request, providing a sufficient bank of Supplies covered by the Order, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Supplies as needed; at no cost to Buyer, Seller (A) will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of material data, tooling and process detail and samples of supplies and components, (B) will provide all notices necessary or desirable for Buyer to resource the Order to an alternative supplier, (C) when requested by Buyer, will return to Buyer all Buyer's Property in as good condition as when received by Seller (reasonable wear and tear excepted); and (iii) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing. (b) If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration administered by a third party, amount that will be paid according to the escrow.

25. Force Majeure. Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. The change in cost or availability of materials or components based on market conditions or supplier actions will not be admitted as *force majeure*. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order, or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts.

26. Technical Information Disclosed to the Buyer. The Seller agrees not to make any claims against the Buyer, the Buyer's customer or their respective suppliers regarding any technical information that the

Seller revealed or disclosed or may disclose to the Buyer in relation to the Supplies provided under the Order, except to the extent expressly covered by a confidentiality and/or license agreement in writing and separately signed by the Buyer, or a valid patent expressly disclosed to the Buyer before or at the time of the Order.

27. Indemnification of Intellectual Property Rights. The Seller agrees to (a) defend, indemnify and hold harmless Buyer and Buyer's employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, registered brand, copyright, moral rights, author rights, industrial design or misuse or misappropriation of trade secrets) and against any damage or expense arising therefrom, including attorney fees and other professional fees, compensations and judgments that in some way arise in connection to the Supplies provided or acquired by the Seller (including, without limitations, the fabrication, buy, use and/or sale), including such claims where the Seller has supplied only part of the Supplies, and the Seller expressly waives to any claim against the Buyer specifications, except to the extent that such infringement is included in the designs created by the Buyer and provided to the Seller in writing; (b) waives to any claim against the Buyer, including indemnification or similar claims that in any shape or form related to those brought by a third party against the Seller or Buyer for infringement of any proprietary right (including any patent, copyright, moral rights, registered brand, author rights, moral rights, industrial design or misuse or misappropriation of trade secrets); (c) that the Buyer and their subcontractors and direct or indirect Clients have the irrevocable and worldwide reach right to repair, reconstruct or refabricate and to have repaired, reconstructed or refabricated the Supplies provided under the Order without payment method or any royalty or other compensation to the Seller; (d) not use or sell to third parties the parts manufactured according to the designs, drawing or specifications without the Buyers express written consent; (e) assign to the Buyer all invent, discovery or improvement (whether or not patentable) that the Seller or some employee or person working under the supervision of the Seller conceives or reduces to practice in the execution of the Order; (f) to promptly disclose to the Buyer, in an acceptable manner to the Buyer, all inventions, discoveries or improvements and to have its employees subscribe any necessary document to facilitate the Buyers acquisition of ownership and to file patent all over the world, and (g) to the extent that the Orders is issued for the creation of works of registrable author rights, said works will be considered "works made for hire", and to the extent that the works do not qualify as such, to assigned to the Buyer, in the moment upon delivery, all right, dominion and interest in all author and moral rights (including source code.) Unless the Buyer expressly agrees in a signed document, all the Supplier or other deliverables provided under the Order (including, without limitations, computer programs, technical specifications, documents and manuals) will be original to the Seller and not integrate any intellectual property right (including author rights, patent, trade secret or trademark rights) to any third-party. Unless the Buyer expressly agrees in a signed document, all the Supplies or other deliverables provided under the Order and all related intellectual property rights are exclusive to the Buyer. The Buyer also reserves all intellectual property rights related to energy efficiency improvements and associated benefits (including, without limitations, renewable energy credits and certificates White/Green tag Credits, federal tax incentives, state or municipal tax credits, publicity rights) of products or services that the Buyer acquires from the Seller/ Contractor which directly or indirectly increase the energy efficiency of the Buyers products or facilities. The Seller will ensure that the terms of the contracts with their subcontractors and employees corresponds to the terms of this Section. With no additional cost to the Buyer, the Seller will grant a license for the use of any of the Seller's intellectual property that is necessary or inherent to the reasonably planned use or application of the Supplies.

28. Buyer's Property. All information and materials, including for example, tooling (such as fixtures, gauges, jigs, patterns, castings, cavity dyes, molds, with all related appurtenances, accessions, and accessories), packaging, documents, standards, specifications, samples, trade secrets, proprietary information and other materials and items furnished by Buyer either directly or indirectly to Seller to perform the Order or which the Buyer agreed to reimburse to the Seller (collectively, "Buyer's Property") are the Buyer's property (including the transfer of property) as they are fabricated or acquired and will remain Buyer's property independently from the payment. Buyer's Property will be held by Seller or by a third party, to the extent that Seller, with written authorization from the Buyer, has transferred possession of Buyer's Property to a third party, on a bailment basis as a bailee-at-will. Seller bears the risk of loss of and damage to Buyer's Property while under Seller's care, custody or control. Seller is solely responsible for inspecting, testing and approving all Buyer's Property prior to any use, and Seller assumes all risk of injury to persons or property arising from Buyer's Property. Buyer's Property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing Supplies meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed to be personal property, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without Buyer's approval. Seller will insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Any replacement of Buyer's Property will become Buyer's property. Seller may not release or dispose Buyer's Property to any third party without the express written permission of Buyer. Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Supplies. Buyer and its affiliates have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Effective immediately upon written notice to Seller, without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Seller to Buyer either (i) INCOTERM 2020 FCA (loaded) transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (ii) to any location designated by Buyer, in which case Buyer will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens, or any liens or other rights that Seller might otherwise have on Buyer's Property for work performed on such property, for the purchase price of Supplies, or otherwise.

29. Seller's Property. The Seller, at its expense, will furnish, keep in good working condition capable of producing Supplies meeting all applicable specifications, and replace when necessary, all materials, machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, blueprints, designs, specifications, drawings, photographic negatives and positives, art work copy layout and other items that are not Buyer's Property and that are necessary for the production of Supplies under any Order ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage insurance

for its replacement value. If Seller uses Seller's Property to produce goods or services similar to Supplies for other customers, including aftermarket customers, such goods or services will not incorporate any of Buyer's Property, logos, trademarks, tradenames or part numbers. Seller will not disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by, or configured for, Buyer during their market efforts. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special for production of Supplies under an Order, upon payment to Seller of its net book value minus any amounts that Buyer has previously paid to Seller for the cost of such items. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods is being sold by Seller to others.

30. Set-Off; Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

31. Confidentiality. Seller acknowledges that Buyer's Property includes proprietary and confidential information, regardless of whether such information is marked or identified as confidential and is delivered to Seller on a confidential and nonpublic basis for the purpose of performing the Order only. The Seller agrees to keep all proprietary or confidential Buyer's Property in strictest confidence and further agrees not to disclose or permit disclosure to others or use for other than the purpose of the Order. Upon the termination or expiration of the Order, at the Buyer's request, the Seller shall immediately deliver to the Buyer any and all document and other media, including all copies thereof and in any form, that contain or refer to the confidential information or private domain of the Buyer. Seller shall (i) disclose Buyer's Property within Seller's organization only to those employees who have a need to know in order to fulfill Seller's obligations hereunder and who have agreed to keep the Buyer's Property confidential, and (ii) prevent any of Buyer's Property from being divulged to third persons not employed by Seller without the prior written consent of Buyer, including having recipients acknowledge the confidential status of such Buyer's Property and agree to similar restrictions. This obligation of confidence shall survive termination of this Agreement and will continue for the longer of (i) a period of five years from the date of disclosure of information covered by this Section, or (ii) a period ending three years after termination or expiration of any related Order, or (iii) as long as Buyer's Property remains a trade secret, whichever is longer, and unless a longer period is specified in writing by Buyer. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) after disclosure by Buyer becomes publicly known through no fault of Seller; (c) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information. Notwithstanding anything to the contrary in this Term, any confidentiality or non-disclosure agreement between the parties that predates this Order will remain in effect except as expressly modified by this Order, and to the extent of a conflict between the express terms of such an agreement relating to Buyer's confidential information and this Section, the terms of that agreement will control with respect to Buyer's confidential information.

32. No Publicity. Seller will not advertise, publish or disclose to any third party (other than to Seller's professional advisors on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Supplies covered by the Order or any terms of the Order, or use any

trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

33. Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

33.1. As part of the Buyer's policy, in order to preserve the confidential information and logistics, the Seller is prohibited from hiring ex-employees of the Buyer to provide services in the company facilities or to perform any activity on behalf of the Buyer. The Seller is solely and exclusively responsible for managing the provision of services contractor herein, maintaining autonomy in relation to the Buyer regarding the management of their personnel and the Buyer is prohibited from establishing any hierarchical or subordinate relation with the Sellers personnel.

33.2. At the moment of delivering the invoice to the Buyer, the Seller shall be required to provide evidence of the regularization of social security and labor contributions payments, including but not limited to the "Instituto Mexicano del Seguro Social" (IMSS), INFONAVIT, of their employees as specified by the Buyer. The Seller's failure to present such evidence or any irregularity detected in the presented documents authorizes the Buyer to proceed with the possible withhold of the invoiced amounts presented until such contributions are regularized.

33.3. The Seller shall be responsible for all the damages that their employees or subcontracted employees may directly or indirectly, cause, during the term of the present agreement, to the facilities and the Buyer's employees or to third parties that are found within or outside of the installations and shall be subject to the respective indemnification for such damages without prejudice to other applicable judicial and contractual commissions applicable.

34. Conflict of interest. The Seller declares and guarantees that the execution of the Order is no way in any conflict with any present interest or obligation with the Seller, their employees or contractors. Furthermore, the Seller guarantees that while the Order is in effect, the Seller and their employees and contractors involved in the execution of the Order will abstain from engaging in any activity that may reasonably be expected to present a conflict of interest with respect to the Seller's relationship with the Buyer or the execution of the Order.

35. Personal Data. The Seller declares that it will observe the Buyer's Data Privacy Policy accessible at <https://www.clarios.com/privacy-policy/clarios-privacy-ls>, as well as the "Ley Federal de Protección de Datos Personales en Posesión de los Particulares y su Reglamento" ("Data Law"), in the event that

Confidential Information or information provided by either party to the other includes: (i) personal data: any information concerning an identified or identifiable natural person, (ii) financial data: any data that may reveal the economic capacity of a natural person, or (iii) sensitive data: data that affects the most intimate sphere of a person and may result in discrimination, such as racial or ethnic origin, health status, genetic information, religious, philosophical, and moral beliefs, union affiliation, political opinions, and sexual preferences (personal, financial, or sensitive data will be collectively referred to as "Personal Data"). The parties agree to: (a) always respect the principles of legality, consent, information, quality, purpose, loyalty, proportionality, and responsibility enshrined in the Data Law; (b) maintain the confidentiality of Personal Data and not disclose it in any way or by any means to third parties; (c) not use Personal Data for purposes other than those for which it was transferred or disclosed, without the prior written authorization of the other party; (d) respect the terms and conditions established in the Buyer's privacy notice, as well as the purposes for which the owner of the Personal Data gave their consent; (e) have the mechanisms and procedures, as well as the appropriate physical, technical, and administrative security measures, to protect Personal Data against any damage, loss, alteration, destruction, or unauthorized processing, in accordance with the provisions of the Data Law and other derived regulations; (f) inform the other party, within a maximum period of 24 (twenty-four) hours after the event, in the event of any security breach or if either party becomes aware of any serious risk to the Personal Data and undertake to take all corresponding legal measures arising from such an event, in accordance with the respective laws; (g) notify the other party of requests made by the owners of the Personal Data regarding the exercise of their rights of access, rectification, cancellation, or opposition, so that these can be addressed in a timely manner by the corresponding party, in accordance with the Buyer's privacy notice and the Data Law.

36. Non-Assignment. The Seller may not assign or delegate its obligations regarding the Order without the prior written consent of the Buyer. In the event that the Buyer authorizes any assignment or delegation, the Seller will retain all responsibility for the Supplies, including all warranties and claims, unless otherwise agreed in writing with the Buyer. The Buyer may assign or delegate its obligations regarding the Order without the need for prior authorization from the Buyer and will notify the Seller of such an event at any time.
37. Sales Tax Exemption. The Supplies purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number and/or other exemption information are stated in the Order or as otherwise provided by Buyer.
38. Governing Law; Jurisdiction. The Order shall be interpreted in accordance with the applicable laws of the United Mexican States, submitting the order to the jurisdiction of the competent courts in Monterrey, Nuevo León.
39. Language; Severability; No Implied Waiver. The parties acknowledge that these Terms have been drafted in Spanish and their translation into English has been made for reference purposes only. In case of any dispute, the parties agree that the Spanish version shall prevail for all legal purposes. If any term of the Terms is found to be invalid or rescinded in accordance with any provision, regulation, ordinance, executive order, or other precept, the term shall be considered reformed or eliminated, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Terms shall remain in force and effect. The failure of either party to demand at any time the performance by the other party of any provision of the Order and/or the Terms shall not affect the right to demand performance at any later time, and the waiver by either party of its right to claim a breach by the other

of any provision of the Order and/or Terms shall not constitute a waiver of its right to claim any subsequent breach of the same or any other provision.

40. Survival. The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.
41. Claims by Seller. Any legal action or arbitration proceeding by Seller under any Order must be commenced no later than one year after the breach or other event giving rise to Seller's claim occurs, or Seller becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first. Otherwise, the Seller loses its right to any claim, legal action, or proceeding in relation said event.
42. Total Agreement, Modifications. Except as described in Section 1, the Order, together with the appendices, annexes, supplements, or other terms of the Buyer specifically mentioned therein, constitutes the entire agreement between the Seller and the Buyer regarding the matters contained in the Order. The Order may only be modified by an amendment in writing signed by the authorized representatives of each party or, for changes within the scope of Section 9 of these Terms, by an amendment to the purchase order issued by the Buyer. The Buyer may modify these Terms and Conditions for future Orders at any time by posting the modified Terms and Conditions at www.clarios.com/suppliers and such modified terms shall take effect for all Orders issued thereafter.
43. Information. The Seller and its employees and contractors shall comply with the Buyer's Information Security Conditions as shown in the ANNEX defined as CONDITIONS AND TERMS RELATING TO THE PROCESSING AND SECURITY OF INFORMATION.

ANNEX REFERING TO THE TERMS AND CONDITIONS RELATIVE TO THE TREATMENT AND SECURITY OF THE INFORMATION

The present TERMS AND CONDITIONS RELATIVE TO THE TREATMENT AND SECURITY OF THE INFORMATION ("Information Security Conditions") establish certain duties and obligations of [Seller, SUPPLIER, Supplier] regarding the protection, security, and privacy of information disclosed in the course of executing the purchase order, Agreement, or other related contractual document between the parties. These Information Security Conditions are incorporated and subject to the terms and conditions of the purchase order, Agreement, or other contractual document between the parties. For the purposes of these Information Security Conditions, the term "Company" shall have the same meaning as "Buyer," "Clarios," or other related defined terms in the purchase order, Agreement, or other contractual document between the parties, and "Provider" shall have the same meaning as "Seller" or other related defined terms in the purchase order, Agreement, or other contractual documents between the parties. All other capitalized terms not defined herein shall have the same meaning as set forth in the purchase order, Agreement, or other contractual document between the parties.

1. DEFINITIONS:

1. "**Company Data**" refers to all Confidential Information and Personal Information whether provided under a Statement of Work (or other contractual agreements), project specifications,

documentation, software, or equipment by or on behalf of the Company, its Affiliates, and/or its customers, and the information derived from such information, including that stored or processed through diagnostic tools, hardware, firmware, or software.

2. **“Company Personnel”** refers to the employees, officers, directors, agents, contracted and subcontracted workers of the Company, job applicants at the Company, and applicants seeking to work as contracted or subcontracted workers of the Company, and also includes all such persons when associated with the Company’s Affiliates.
3. **“Cybersecurity Measures”** are the mechanisms or controls used to protect or defend the use of cyberspace from cyberattacks.
4. **“Data Masking”** means the process of modifying records to conceal Company Production Data, especially when such records are copied from a Company production environment.
5. **“Information Processing System(s)”** refers to the individual and collective electronic, mechanical, or software components of the Supplier’s operations that store and/or process Company Data.
6. **“Malicious Code”** refers to any computer instruction not intended to provide the described functionality and that interferes with or prevents the Company’s use as contemplated. Malicious Code includes, without limitation, computer instructions commonly known as computer viruses, “Trojan horses,” anomalies, self-destruct mechanisms, copy protection schemes, and any other computer instructions that interfere with or prevent the Company from using the Company Information or as described in its specifications or contemplated in this Agreement. Malicious Code also includes, without limitation, any computer instruction that may (i) disable, destroy, or otherwise alter the Company Information or any hardware on which the system runs; or (ii) disclose any data or other information accessed through the Supplier or processed or stored by the Supplier to any person outside the Company without the Company’s prior knowledge and approval.
7. **“Personal Information”** refers to information that can be used to identify, locate, or contact a person, alone or combined with other personal or identifying information.
8. **“Privacy Laws”** refers to all applicable local and international laws regulating the processing, storage, or use of Personal Information, including but not limited to the “Ley Federal de Protección de Datos Personales en Posesión de los Particulares” and its regulations.
9. **“Process,” “Processing,” or “Processed”** means any operation or set of operations, performed or not by automated means, and applied to Personal Data, such as collection, recording, organization, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of enabling access, comparison or interconnection, as well as its blocking, deletion, or destruction.
10. **“Supplier”** means any third party with access to Company Data by, through, or under the Supplier, including subcontractors of any level.
11. **“Ransomware”** is a type of malware that threat actors use to infect computers and encrypt computer files until a ransom is paid. After the initial infection, Ransomware may attempt to spread to connected systems, including shared storage drives and other accessible computers.
12. **“Security Incident”** is an event that could potentially disclose Company Information or make the information unavailable. Security incidents will be considered confidential and handled according to the confidentiality requirements between the parties, except for notification to Company Personnel, the company’s client, or other parties in accordance with Privacy Laws or Company policy.

13. **“Security Vulnerability”** means the state of network services, operating system, application level, or associated functions of networks, computer systems that could allow a Security Incident to occur. Security Vulnerabilities also include physical vulnerabilities of premises that contain or allow access to Company Information.

2.0 SECURITY REQUIREMENTS:

- 2.1. The Supplier represents and warrants that it implements and maintains, and will implement and maintain, security measures in accordance with industry standards and applicable law for electronic and other media that are adequate to protect the security of information processed or stored, including but not limited to physical, network, host, web, and data security, including:
- 2.1.1. Industry-standard administrative, technical, and physical measures to protect and detect the destruction, loss, alteration, use, disclosure, access, misappropriation, or unauthorized ransom of the [project data] (collectively, “Cybersecurity Measures”).
 - 2.1.2. Implementation of detection, prevention, and recovery controls to protect against Malicious Code, including training its personnel on such protections.
 - 2.1.3. Reliable and industry-compliant cybersecurity software(s) and spam filtering, including Advanced Threat Protection.
 - 2.1.4. Monitoring of the Supplier’s computer and network systems and data to detect the destruction, loss, alteration, use, disclosure, access, misappropriation, or unauthorized ransom by unauthorized persons (a “Breach”).
 - 2.1.5. Requiring its Suppliers to comply with security standards similar to those set forth in the present document, including, but not limited to, notification of Security Incidents that may affect or have affected the Company.
 - 2.1.6. Encrypting all Company Data in transit and at rest using industry best practices, including offline backups of such data, stored by the Supplier in the Supplier’s data center, which are verified at least once a year.
- 2.2. The Supplier shall have a Security Incident response process to manage and take immediate corrective action in the event of any Security Incident, including, but not limited to, Ransomware.
- 2.2.1. In conjunction with Section 3.0, the Supplier shall have specific plans for Ransomware, including playbooks on how these situations should be handled.
- 2.3. The Supplier shall secure all areas, including loading docks, storage areas, telecommunications areas, wiring areas, and external areas containing Information Processing Systems or media containing Company Data, by using appropriate security controls to ensure that only authorized personnel are allowed access and to prevent damage and interference.
- 2.4. The Supplier shall not store Company Data on personal equipment not controlled by the Supplier.
- 2.5. The Supplier shall develop configuration standards for all system components that address all known Security Vulnerabilities and are consistent with industry-accepted hardening standards, such as those defined, for example, by the SysAdmin Audit Network Security Institute (SANS), the National Institute of Standards Technology (NIST), and the Center for Internet Security (CIS).
- 2.6. The Supplier shall maintain at its own expense, at all times, industry-standard cyber liability insurance, covering all reasonably related response costs for any Breach (as defined in Section 2), with limits of at least \$2 million in aggregate. The insurance policy shall provide for

automatic renewal, to the extent available, and shall not be canceled or materially modified without notifying Clarios at least thirty (30) days prior to the date of cancellation or modification.

3.0 Security Incidents

3.1 The Supplier shall notify the Company of any Security Incident, including but not limited to Ransomware, as soon as possible, but no later than forty-eight (48) hours after the Supplier (including Suppliers) becomes aware of a Security Incident, by sending a notification to cyberir@clarios.com. The notification shall include the occurrence of any unauthorized access, use, breach, compromise, or security violation (electronic or physical) affecting the computing environment, information or communication systems, facilities, equipment, or transportation media involved in handling Company Data. The Supplier shall cooperate, collaborate, and provide the necessary information related to such breach to enable the Company to assess the probable consequences and any legal or regulatory requirements arising from the event, unless prohibited by law from sharing such data. The Supplier shall make every effort to immediately end any security breach or suspicious activity. The Supplier shall not allow any security breach or suspicious activity to persist for any period of time or for any reason, except as required by law or as reasonably necessary to determine the identity of the perpetrator and to end such breach or suspicious activity. If any breach of the security, confidentiality, or privacy of Company Data requires notification by the Supplier to any parties under any Privacy Laws, the Company shall have exclusive control over the timing, content, and method of such notification, and the Supplier shall reimburse the Company for any expenses incurred in making the notification.

3.1 Subsequent Reports and Notifications:

Following the initial notification under this document, the Supplier shall subsequently inform the Company's security team about the Supplier's efforts regarding Security Incidents through the email address provided above or a specific teleconference bridge line established for the event. Such notifications shall be made at a minimum frequency of 48 hours.

3.2 Security Incident Resolution

The Supplier shall provide the Company with written documentation on the cause, corrective measures, and future plans to prevent a recurrence of an identical or similar breach or suspicious activity. The Supplier shall immediately implement the proposed corrective plan or discuss it within a mutually agreed timeframe. If such a remediation plan is deemed unacceptable, in the Company's reasonable judgment, the Supplier shall engage in good faith negotiations without delay and, in any case, within a maximum of five (5) days to address the proposed corrective plan. The Supplier shall reasonably cooperate with the Company's security investigation activities and the preparation and transmission of any notification or any action, which the Company at its sole discretion may deem appropriate or required by law, to be sent or made to customers or other third parties affected in connection with any known or suspected security breach.

3.3 Final Report

The Supplier shall provide the Company with a final written report of each Security Incident within three (3) business days of resolution or determination that the issue cannot be

satisfactorily resolved within such timeframe (in which case, an estimated date for final resolution shall be proposed) and such report shall include:

- Supplier Name
- Supplier Incident Coordinator and Contact Information
- Incident Date and Duration of Interruption
- Executive Summary of Incidents
- Incident Details:
 - How and when the incident was initially detected
 - When/How the incident was initially communicated to the Company
 - Description of affected resources/services
 - Description of the impact of the Security Incident on the Company (volume and type, if applicable)
 - Containment - How was the incident contained?
 - Root Cause - What was the cause of the disruption?
 - Corrective Measures During the Incident - What measures were taken to reduce exposure during the incident (in most cases, interim measures are taken to reduce exposure, e.g., Filtering, service redirection, etc.)
 - Permanent Corrective Measures/Preventive Measures - What permanent corrective measures have been implemented as a result of this incident.
- Conclusion

3.4 Right to Security Assessment

In the event of a Security Incident, the Company shall have the right to conduct or hire a third party to conduct an assessment, to validate that the Supplier has taken all necessary and timely corrective measures to address the Security Incident. In addition, the Company shall have all rights and remedies available to it and/or as prescribed by United States law.

4.0 INTERNAL USER ACCESS SECURITY FOR SUPPLIER AND PROVIDER:

- 4.1.** Required Background Checks: Subject to local laws and jurisdiction, background checks must be conducted and documented before allowing Provider personnel access to Company Data. The Provider is responsible for obtaining and maintaining the documentation. The Company may conduct audits with reasonable notice to the Provider and during normal business hours.
- 4.2.** Employ a formal user registration and deregistration procedure to grant and revoke access and access rights to all Information Processing systems.
- 4.3.** If the Company agrees that any part of the [Work, Services, Supplies, Products, Materials] may be subcontracted, Sections 1, 2 and 3 shall equally apply to the Subcontractor. Instead of the Subcontractor obtaining separate insurance, the Provider may instead ensure that the Provider's cyber liability insurance provides coverage to all named and additional insureds for liability arising from the work of such Subcontractor. Clarios may reduce or eliminate in writing

the requirements for Cybersecurity Measures and cyber liability insurance applicable to any Subcontractor.

5.0 OWNERSHIP AND HANDLING OF COMPANY DATA:

- 5.1.** Access to Company Data: (a) shall be subject to compliance with all applicable Company policies and procedures, (b) shall be limited solely to the Company Data necessary for the Supplier to fulfill its obligations under the Contract, and (c) may be restricted or revoked by the Company at its sole discretion at any time and without prior notice. The Supplier shall not grant access to Company Data to third parties or use third-party computer systems to access Company Data without first obtaining the Company's written consent.
- 5.2.** Company Data shall be and remain, between the parties, the property of the Company. The Supplier shall not modify, reformat, reorganize, or delete Company Data in any way without the Company's express written consent and only in the manner permitted in writing by the Company. The Supplier shall not hold or assert any line or other rights over Company Data. No Company Data, or any part thereof, shall be commercially exploited by the Supplier or on its behalf. The Company shall own and retain all rights, title, and interest, including all intellectual property rights, in all Company Data and any information submitted to the applications by its users that is not the Supplier's confidential information. The Supplier acknowledges and agrees that, despite any reformatting, modification, reorganization, or processing of Company Data (in whole or in part) during its incorporation, storage, or processing, or the creation of derivative works from Company Data, the Company Data shall remain as such and be subject to the terms and conditions. The purchase order, Agreement, or other related contractual document does not grant the Supplier any license or other rights, express or implied, to Company Data, except as expressly set forth in such documents.

6.0 SECURITY POLICY:

- 6.1.** The Supplier shall maintain an information security/cybersecurity policy approved by the Supplier's management, published, and communicated to all Supplier Personnel and any subcontractors with access to Company Data. Proof of this, in an executive summary, shall be provided to Clarios upon request.
- 6.2.** The Supplier shall review the information security policy at planned intervals or if significant changes occur to ensure its continued suitability, adequacy, and effectiveness.