



THE POWER OF TRANSMISSION

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IGW General Terms & Conditions of Purchase

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## IGW GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this document,

“Contract”: means Supplier’s agreement to deliver the Goods to Customer, and Customer’s acceptance of such agreement for the Delivery of Goods under this IGW GTC, the Order and the documents attached to the Order;

“Customer”: means the purchasing IG Watteeuw Affiliate ordering Goods from Supplier;

“Damage”: means any and all direct and indirect damages, either foreseeable or not, losses (including loss of profits), costs, expenses, penalties, liabilities and other losses of any kind or nature, including (without limitation), consequential damages, lump sum indemnities and liquidated damages (e.g., due to late deliveries), reputational damages, punitive damages, advisor’s and counsel’s fees, penalties due to third parties, mounting and dismounting costs, interest, etc.

“Delivery”, “Deliver” or “Delivered”: means delivery of Goods by Supplier in accordance with INCOTERMS 2010 DAP and the requirements of Clause 5 below, unless otherwise specified in the Order;

“Goods”: means the material and/or services to be Delivered by Supplier under this IGW GTC and the related Order;

“IGW Affiliate”: means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with, a Party to the contract;

“IGW GTC”: means the present IGW General Terms and Conditions of Purchase;

“Intellectual Property” or “Intellectual Property Rights”: all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to, patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trade-marks, copyrights (including without limitation, documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, and restorations, and all proprietary rights in results created intellectually (by thought) which are

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confidential and which the owner does not wish to become public, including, but not limited to, know-how and trade secrets;

“IPR Indemnification”: means Supplier’s obligation to indemnify, hold harmless and, if requested by Customer, defend Customer and its Affiliates, and their respective owners, officer, directors, employees, agents, contractors, customers, successors and assigns, from and against any and all Damages arising out of or in any way related to Supplier’s alleged or actual infringement of third party Intellectual Property Rights;

“Order”: means Customer’s purchase order form, and transmitted to Supplier, containing all Customer requirements with respect to the Goods and incorporating the IGW GTC and any additional documents, specifications, drawings and annexures expressly referred to in or attached by Customer to such Order;

“Party”: means either Customer or Supplier;

“Supplier”: means the seller of the Goods, such as the person, firm or company who accepts Customer’s Order;

“Variation Order”: means a change to the Order, such as to alter, amend, omit, add to, or otherwise change the Order or any parts thereof.

1.2 Unless otherwise specified in the present IGW GTC:

1.2.1 References to clauses are to clauses of the IGW GTC;

1.2.2 Headings to clauses are for convenience only and do not affect the interpretation of the IGW GTC;

1.2.3 The use of the singular includes the plural and vice versa;

1.2.4 The use of any gender includes all genders.

## 2. APPLICATION OF TERMS

2.1 Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part. Without prejudice to the foregoing sentence, the Supplier is to notify Customer of its refusal or acceptance of the unaltered Order within seven (7) calendar days from its receipt, failing which Customer is entitled to consider the Order void.

2.2 The IGW GTC are the only terms and conditions which are binding and legally enforceable for the provision of Goods, and the IGW GTC shall govern, together with the Order, the Contract between Customer and Supplier to the exclusion of all other terms or conditions, except if and to the extent otherwise expressly agreed in writing between Customer and Supplier.

2.3 No terms or conditions endorsed upon, delivered with or contained in Supplier’s quotations, acknowledgements, acceptances of Orders, invoices, specifications or similar documents will form part of the Contract, and Supplier waives any right to rely on such other terms or conditions.

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2.4 The IGW GTC version in effect on the date when the Order was placed applies to the respective Order, and any later amendment(s) to the IGW GTC shall have no effect, unless expressly agreed in writing and signed by duly authorised representatives of Customer and Supplier.

### 3. SUPPLIER'S RESPONSIBILITIES

3.1 Supplier shall Deliver the Goods as provided below:

3.1.1 in accordance with the applicable laws and regulations as set forth in Clause 12 below;

3.1.2 in accordance with the quality standards and warranties stated in Clause 9 below;

3.1.4 on the due date specified in the Order and in accordance with Clause 5 below; and

3.1.5 in the quantity specified in the Order and in accordance with Clause 5 below.

3.2 Supplier shall not substitute or modify any of the materials in the Goods or make any changes to the design of or specifications for the Goods without Customer's prior written approval providing by the official Supplier Variation Order Request (Supplier VOR – GPU0020420) using the template available online on Customer's websites [www.IGWpower.com/about-us/sourcing](http://www.IGWpower.com/about-us/sourcing).

3.3 Supplier shall ensure that the Goods are contained or packaged in the manner usual and fit for normal transportation for such Goods or, where there is no such manner, in a manner adequate to preserve and protect the Goods until Delivery and otherwise in conformity with Customer's packaging requirements.

3.4 Supplier shall submit invoices in an auditable form, complying with Supplier's and Customer's applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements. Invoices must contain the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); item number (same as stated in the Order); address of Customer; quantity; specification of Goods supplied; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; and payment terms (same as stated in the Order).

3.5 Invoices shall be issued to Customer as stated in the Order and sent to the invoice address specified in the Order.

3.6 Customer may issue Variation Orders to Supplier, and Supplier shall carry out such Variation Orders subject to the unaltered terms and conditions of the Order and the IGW GTC. Agreed unit prices stated in the Order or otherwise agreed between Customer and Supplier shall apply.

3.7 In no event shall Supplier suspend the Delivery of any Goods to Customer.

3.8 Technical specifications provided by the Customer to the Supplier, before or after the Parties enter into the Contract, for Supplier's use in the manufacture, supply or assembly of the Goods or any part thereof, shall remain the sole property of the Customer. The Supplier may not use (for purposes other than supplying the Goods to the Customer), copy, reverse engineer or

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reproduce these technical specifications, or transfer or otherwise reveal them to third parties, without Customer’s prior written permission. If Customer grants permission to Supplier to disclose the technical specifications to third parties, Supplier shall sign a non-use and non-disclosure agreement with such third parties in a form and substance satisfactory to Customer. In accordance with Clause 13 below, the Supplier shall maintain in confidence all information furnished to it by Customer.

By confirmation of the Order, the Supplier acknowledges its receipt, review and acceptance of the complete technical specifications furnished by Customer in connection with the Order, and that it is fully aware of all details and intended use of the Goods by Customer or its customer. If the technical specifications are furnished to Supplier by the Customer before or after the Parties enter into the Contract, the Supplier shall subsequently confirm in writing **acceptance of these technical specifications in the form of signature on at least one counterpart thereof, to be returned promptly** to the Customer.

The Supplier is responsible to duly verify the technical specifications and indicate any flaws therein to the Customer. Delivery by the Customer of the technical specifications will not release the Supplier from its liability for the Goods and from its duty to duly identify and inform the Customer of possible flaws in the technical specifications in writing.

3.9 At the beginning of the warranty period, the Supplier shall provide the Customer, free of charge, with all drawings, **manuals, technical specifications and other information (including as-built plans) sufficient** to enable Customer to readily use and maintain all the Goods and parts thereof, as well as carry out standard repairs, and to make product assembly and start-up possible. All such information shall become the full and unrestricted property of the Customer.

3.10 If, for the fulfilment of the Order, models, dies, fixtures, tools and/or other equipment (“Tooling”) are/is made available by the Customer or are/is made or purchased by the **Supplier entirely or mainly at Customer’s** expense, all such Tooling shall remain, or as the case may be, become the property of the Customer. The Supplier undertakes to keep such Tooling and the drawings related thereto for the benefit of Customer at Supplier’s own expense and risk. The Supplier shall ensure that all Tooling is maintained, repaired and replaced, at its own expense and risk. Supplier shall insure all Tooling, at its own expense, against loss, theft, natural disaster, damage and casualty.

3.11 The Supplier shall be responsible for subsequent Delivery of Goods to Customer after Delivery of the initial Order, and the service parts needed to fulfill subsequent Orders, for at least 15 years (or such other period as agreed between the Parties in the Contract) after the last delivery for the first production assembly, at prices and discounts to be reasonably negotiated in that case. If this is no longer possible on account of winding-up, bankruptcy or a Force Majeure event, the Supplier shall be obliged to immediately deliver to Customer all drawings, tools, equipment, etc., that it has used for the fulfilment of its contractual obligations, and to do so as soon as practicably possible.

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3.12 Supplier understands that the Goods may be subject to further processing, application, incorporation or assembly into other goods or other use for the benefit of the customers of Customer. Customer's agreements with its customers may contain liquidated damages for late delivery and other obligations. Supplier agrees to be bound by and comply with such Customer agreements to the extent such agreements are not inconsistent with the IGW GTC.

#### **4. CUSTOMER'S RESPONSIBILITIES**

4.1 In consideration of the Goods Delivered by Supplier in conformity with the terms and conditions of the respective Order and the IGW GTC, Customer shall pay to Supplier the purchase price stated in the Order, provided the invoice fulfills the requirements of Clause 3.4.

#### **5. DELIVERY**

5.1 The Goods shall be Delivered to the point of delivery specified in the Order, or Customer's place of business if no other point of delivery has been specified by Customer.

5.2 Supplier shall ensure that each Delivery is accompanied by a delivery note, which shall contain the following minimum information (unless required otherwise by Customer): the Order number, date of Order, Customer part number, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.

5.3 Supplier may Deliver the Goods before the required delivery date, provided it informs the Customer thereof in writing in advance. Unless it raises a legitimate reason to refuse such early delivery, the Customer will accept the early delivery.

5.4 Unless expressly agreed in writing between the Parties, no partial or excess delivery of Goods by the Supplier will be accepted.

5.5 The Goods shall be Delivered during Customer's business operation hours unless otherwise requested by Customer.

5.6 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer with such export / import / customs documents as are necessary, together with a delivery note.

5.7 Ownership (title) of the Goods and all risk of loss shall pass to Customer at Delivery, except if otherwise expressly agreed in writing between the Parties.

5.8 Supplier shall invoice Customer upon Delivery in accordance with Clause 3.4, but such invoice shall be separate from the delivery note accompanying Delivery of the Goods to Customer.

#### **6. ACCEPTANCE OF GOODS**

6.1 Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery or, in the case of a defect in the Goods, until a reasonable time after such defect has become apparent.

6.2 If any Goods delivered to Customer do not comply with the requirements of the IGW GTC, or are otherwise not in conformity with the Order, then, without limiting any other right or

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remedy that Customer may have under Clause 10 (Remedies), at law or in equity, Customer may reject the Goods and request replacement of the Goods and/or recover all payments made to Supplier by Customer with respect to these Goods.

6.3 Payment of an invoice shall not constitute acceptance of the Goods or waiver of Supplier’s warranties or other obligations under the Order or the IGW GTC.

## 7. DELAYED DELIVERY

Time is of the essence. If Supplier fails to Deliver the Goods on the required delivery date(s) then, without prejudice to any other rights which Customer may have under the IGW GTC, any Order, at law or in equity, Customer reserves the right to:

7.1 refuse any subsequent delivery of the Goods which Supplier attempts to make;

7.2 recover from Supplier any and all expenditures reasonably incurred by Customer in obtaining substitutions for the Goods from another supplier; and

7.3 recover any and all Damages suffered by Customer which are reasonably attributable to Supplier’s failure to deliver the Goods on the agreed delivery date.

## 8. INSPECTION OF GOODS

8.1 At any time prior to Delivery and during Supplier’s business hours, Customer shall have the right, but not the obligation, at its cost to (i) enter upon Supplier’s premises and inspect the Goods and Supplier’s manufacturing processes upon providing reasonable notice, and/or (ii) test samples of the respective Goods, or any parts or materials thereof.

8.2 If the results of such inspection or test sampling cause Customer to conclude that the Goods do not conform or are unlikely to conform with the Order or with any specifications and/or patterns supplied or specified by Customer to Supplier, Customer shall inform Supplier of such conclusion, and Supplier shall immediately take such action as is necessary to ensure conformity with the Order and such specifications and patterns. In addition, Supplier shall carry out such necessary additional inspection or testing at Supplier’s own cost, and Customer shall be entitled to attend such inspection or testing.

8.3 Notwithstanding any inspection or test sampling by Customer, Supplier shall remain fully responsible for the Goods’ compliance with the Order. For the avoidance of doubt, inspection or testing of Goods by Customer shall in no event release Supplier from or limit Supplier’s warranties or liabilities in any way.

8.4 If the Supplier has implemented a quality management system, documented and maintained according to ISO 9001, IRIS and ISO 14001 international standards, then Supplier must supply the Goods in accordance with the requirements of these standards. The Supplier must furnish to Customer valid third-party certifications for these standards. In the absence of such third-party certifications, depending on the type of the Goods, and their application, value, and criticality, Customer may, in its sole discretion, accept other evidence of compliance. This may include audit

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by Customer or Supplier’s self-assessment to verify compliance. The Supplier shall require its subcontractors to comply with the same quality standards.

## 9. WARRANTY

9.1 Supplier agrees and warrants that the Goods:

9.1.1 comply with all required specifications, including all specified material, workmanship, and quality requirements; are merchantable and fit for the purposes for which similar goods would ordinarily be used; and will function and perform as expected by Customer;

9.1.2 are fit for any particular purpose expressly or impliedly made known to Supplier in the Order and/or Order-related documents;

9.1.3 are new and unused at the date of Delivery and are composed of new and unused sub-parts and/or raw materials;

9.1.4 are free from apparent and hidden defects in design, materials and workmanship and free from any rights of third parties;

9.1.5 do not infringe upon the Intellectual Property Rights of third parties;

9.1.6 are free and clear of any and all liens, security interests and other encumbrances;

9.1.7 possess the qualities represented by any sample or model Supplier furnishes to Customer;

9.1.8 comply with Clause 12 (Compliance with Relevant Law).

9.2 The warranty period shall be the longer of: twenty four (24) months from Delivery, such other time period stated in the Order or otherwise expressly agreed in the Contract, or the period required by applicable law, without prejudice to the Supplier’s liability pursuant to applicable law for hidden defects which become apparent only after this warranty period. The warranty shall endure even in case the Goods will be built into another item/machine or merged with other Goods.

9.3 The Supplier accepts that defects, late delivery or other shortcomings in its deliveries, Goods or its obligations may result in Damages suffered by Customer which can substantially exceed the value of its deliveries. In case of a claim upon the warranty or non-compliance with or breach of the warranties provided under this Clause, Customer shall be entitled to enforce the remedies provided in Clause 10 (Remedies) hereunder.

## 10. REMEDIES

10.1 In case of a claim upon the warranty or of a breach of warranty under Clause 9 (Warranty), or if Supplier otherwise fails to comply with any of the terms of the respective Order or with any of its obligations under the Contract, Customer shall give notice in writing to Supplier of such claim on, or breach and provide Supplier with an opportunity to swiftly remedy the issue, to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy such breach. If

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Supplier has taken no action to remedy such breach within forty eight (48) hours of receiving such Customer notification, or if Customer, in its sole and absolute discretion, believes that Supplier cannot remedy such breach to Customer’s satisfaction and/or if such remedy is not completed within a reasonable period, as stated by the Customer in its notice, Customer shall be entitled to any one or more of the following remedies at its own discretion and at Supplier’s own expense, without prejudice to Customer’s right to recover full Damages and take any other action:

10.1.1 to give Supplier another opportunity to carry out any additional work necessary to ensure that the terms and conditions of the Order and the Contract are fulfilled;

10.1.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods comply with the Order and the Contract;

10.1.3 to require Supplier to promptly replace the defective Goods with Goods conforming with the Order, or Customer may obtain substitute goods from another supplier;

10.1.4 to refuse to accept any further Goods from Supplier; such refusal shall not release Supplier from liability for the defective Goods delivered by Supplier or delays in the deliveries;

10.1.5 to recover any and all Damages sustained by Customer and/or any third party as a direct or indirect result of Supplier’s breach of the respective Order or the Contract;

10.1.6 to terminate the Contract in accordance with Clause 15.3 below.

10.2 In the event that Clauses 10.1.1, 10.1.2 and/or 10.1.3 apply, the entire warranty period of Clause 9.2 shall be restarted with respect to the replacement or substitute Goods.

10.3 Customer reserves the right to set off any amounts owed to Supplier against any claims asserted by Customer against Supplier, or withhold payment for Goods not provided in accordance with the Order and the IGW GTC.

10.4 The rights and remedies available to Customer and contained in the IGW GTC are cumulative and are not exclusive of any rights or remedies available under applicable law, other provisions of the Order or the Contract, or in equity, and the exercise of any such right or remedy shall not be deemed an election of remedies.

## 11. INTELLECTUAL PROPERTY

11.1 In the event that the Goods delivered by Supplier infringe any third party Intellectual Property Rights, Supplier shall, notwithstanding anything provided to the contrary or otherwise contained in this IGW GTC, the Order or the Contract, provide IPR Indemnification to Customer. The IPR Indemnification applies whether or not Supplier may have been negligent or at fault and does not limit any further compensation claims or rights of Customer to recover any and all Damages suffered as a result of Supplier’s infringement. Supplier’s obligation to indemnify Customer as provided under this Clause shall not apply if and to the extent the liability or damage was caused by Customer’s own pre-existing Intellectual Property Rights contributed to or implemented into the Goods provided by Supplier.

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11.2 If any infringement claim is made against Customer, Customer may without prejudice to its rights under Clause 11.1 also request, in its sole discretion and at Supplier's cost, that Supplier (i) procure for Customer the right to continue using the Goods; (ii) modify the Goods so that they cease to be infringing; or (iii) replace the infringing Goods so that they become non-infringing, without, however, altering their compliance with the Order and the Contract.

11.3 In the event Supplier cannot fulfill Customer's above request, Customer shall be entitled to terminate the Order immediately, to reclaim all sums which Customer has paid to Supplier under the Order and to seek indemnity and recover Damages in accordance with Clause 11.1.

## 12. COMPLIANCE WITH RELEVANT LAW

12.1 The Goods covered by this IGW GTC shall be provided by Supplier in compliance with all applicable laws, regulations, rules, ordinances, codes of practice, guidance and other requirements of any relevant government or governmental agency or relevant industry agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Supplier with respect to such regulations shall be the generally accepted best practice of the relevant industry.

12.2 Supplier shall comply with all obligations imposed upon manufacturers by Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, the amending Directive 95/16/EC (recast) (as amended thereafter), and the national laws, rules and regulations implementing this directive.

12.3 Upon signing the Order, Supplier acknowledges and confirms that the IGW Supplier Code of Conduct has been made available to it online (Web portal: [www.IGWpower.com](http://www.IGWpower.com)), and that Supplier has reviewed, understands and agrees to comply with the IGW Supplier Code of Conduct in the performance of its obligations under the Order and the IGW GTC.

## 13. CONFIDENTIALITY AND DATA PROTECTION

13.1 Supplier shall:

13.1.1 Unless otherwise agreed in writing, keep in strict confidence all technical or commercial information, specifications, inventions, Intellectual Property, processes or initiatives which have been disclosed to Supplier by Customer or its agents, and any other information concerning Customer's business, products and technology which Supplier obtains in connection with the Goods (whether before or after acceptance of the Order). Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the information for the purpose of the provision of the Goods to Customer. Supplier shall ensure that such employees, agents, or sub-contractors are subject to and comply with the same obligations of confidentiality as applicable to Supplier hereunder and shall be liable for any unauthorized disclosures by Supplier or its employees, agents or subcontractors as far as legally permissible;

13.1.2 Apply reasonable safeguards against the unauthorised disclosure and use of Customer's confidential and proprietary information and protect Customer's confidential information in

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accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information, whichever standard is the higher. Supplier may disclose Customer’s confidential information to “Permitted Additional Recipients,” which means Supplier’s authorised representatives, including auditors, counsels, consultants and advisors, provided always that such Permitted Additional Recipients sign a confidentiality agreement with Supplier containing obligations substantially similar to those in this Clause 13, or where applicable, such Permitted Additional Recipients are required to comply with codes of professional conduct ensuring confidentiality of such information;

13.1.3 Take all necessary steps to ensure that Customer’s confidential data or information which comes into Supplier’s possession or control in the course of delivering the Goods is protected and kept in confidence. In particular, Supplier shall not (i) use Customer’s data or information for any other purposes than for delivering the Goods, or (ii) reproduce the data or information in whole or in part in any form, except as may be required by the Contract, or (iii) disclose Customer’s data or information to any third party not authorised by Customer to receive it, except with the prior written consent of Customer;

13.1.4 Install and update, at its own cost, adequate virus protection software and operating system security patches for all computers and software utilized in connection with delivering the Goods, and Supplier shall provide reports to Customer regarding such security measures, if so requested by Customer.

13.2 Supplier agrees that Customer shall be allowed to provide any information received from Supplier to any other IGW Affiliate.

13.3 The Customer may require the Supplier or any of the Permitted Additional Recipients to execute a separate Non-Disclosure Agreement in a form and with substance satisfactory to Supplier.

#### **14. LIABILITY AND INDEMNITY**

14.1 To the extent permitted by applicable law, or unless otherwise agreed between the Parties, Supplier shall indemnify and hold harmless Customer and its Affiliates, and their respective owners, directors, officers, employees, agents, contractors, customers, successors and assigns, against and from any and all Damages arising from, in connection with, or in any way related to: (a) the Goods; (b) Supplier’s breach of any of the terms of the Order or the Contract (whether or not Supplier may have been negligent or at fault and whether Supplier’s liability arises as a matter of contract (e.g., breach of warranty) or tort (injury to person or property)); (c) any claim made by a third party (including employees of Supplier) against Customer in connection with, relating to or arising from the Goods delivered by Supplier and/or its sub-contractors or from any breach by the Supplier of its obligations under the Order or the Contract or (d) any acts or omissions, negligent or otherwise, of Supplier or its employees or subcontractors in the performance of the Order. Upon Customer’s request, Supplier shall defend Customer against any third party claims.

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14.2 Supplier shall be fully responsible for the acts, omissions, defaults, negligence and obligations of any of its suppliers, sub-contractors, agents, and employees as fully as if they were the acts, omissions, defaults, negligence or obligations of Supplier.

14.3 The provisions of this Clause 14 (Liability and Indemnity) shall survive any performance, acceptance or payment pursuant to the Order, and shall extend to any substitute or replacement Goods delivered by Supplier to Customer.

14.4 Unless otherwise expressly stated in the respective Order, Supplier shall maintain in force, and upon request shall provide evidence of, adequate liability insurance and statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers. Nothing contained in this Clause 14 (Liability and Indemnity) shall relieve Supplier from any of its contractual or other legal liabilities. Insurance maintained by Supplier shall not be construed as a limitation of Supplier's liabilities to Customer under the IGW GTC.

## 15. TERM AND TERMINATION OF ORDERS

15.1 Any Order or the Contract may be suspended, postponed or terminated for convenience, in whole or in part, by Customer upon giving Supplier thirty (30) calendar days written notice, unless otherwise expressly stated in the relevant Order. In the event of such termination, Customer shall pay to Supplier the value of the conforming Goods already delivered, accepted but unpaid and any proven direct costs reasonably incurred by Supplier for conforming Goods not yet delivered, however in no event shall Customer be obligated to pay more than the agreed purchase price for the Goods under the respective Order. No further compensation shall be due or owing to Supplier. In the event of suspension or postponement, no compensation shall be due or owing to Supplier.

15.2 Without prejudice to the other provisions of these IGW GTC, Customer shall have the right to terminate any Order or the Contract:

15.2.1 If the Supplier (a) enters into/is subject to any insolvency or similar legal proceedings; (b) dissolves, liquidates and winds up its affairs; (c) commits an act of bankruptcy or is adjudicated bankrupt; (d) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (e) makes an arrangement with its creditors or petitions for an administration order; (f) has a receiver or court manager appointed over all or any part of its assets; or (g) generally becomes unable to pay its debts in a timely manner;

15.2.2 If there is a material change in the ownership or control of Supplier (other than an intragroup restructuring) without Customer's prior written consent; or

15.2.3 If the Supplier or its representatives or affiliates have engaged in such conduct that the Customer's trust and confidence, or the general public's trust and confidence, in the Supplier is fundamentally disrupted (including without limitation, in the event of criminal offences). If the Supplier anticipates the occurrence of any matter referred to in Clause 15.2 above, it shall promptly notify Customer in writing. The failure to do so shall constitute to a non-remediable breach.

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15.3 In the event of Supplier’s breach of any Order or the Contract, including a breach of warranty, Customer shall be entitled to terminate the respective Order or the Contract if Supplier fails to take adequate and timely actions to remedy a breach to the satisfaction of Customer (and to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy). In such event, Customer shall have no obligation to compensate Supplier for the Goods already delivered but unpaid, and Supplier shall be obligated to refund to Customer any remuneration received from Customer for the Goods and take back the Goods at Supplier’s own cost and risk, without prejudice to Customer’s right to recover any and all Damages or other accrued rights. Any termination or cancellation of any Order, in whole or in part, shall not affect Supplier's warranties, indemnities and other liabilities to the Customer (and to its successors, assigns, customers and end users).

15.4 Supplier’s violation of any of the obligations contained in Clause 12 (Compliance with Relevant Law) shall constitute a material breach of the Contract, and shall entitle Customer to terminate any Order or the Contract with immediate effect without notice, without compensation, and without prejudice to any other rights or remedies of Customer under the Contract, at law, or in equity, including without limitation Customer’s right to recover any and all Damages arising from Supplier’s breach.

15.5 If an event of Force Majeure (as defined in Clause 16 below) occurs and exceeds thirty (30) calendar days, either Party shall have the right to terminate the relevant Order by providing written notice to the other Party without liability to the other Party.

15.6 Upon termination Supplier shall immediately and at Supplier’s expense safely return to Customer all Customer property (including any Tooling, documentation, data, and Customer Intellectual Property) and any Customer information then in Supplier’s possession or under Supplier’s control. Supplier shall provide Customer with all information and documentation relevant to the use of Goods already delivered.

## 16. FORCE MAJEURE

16.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a respective Order if the delay or failure results from an event of “Force Majeure.”. For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the respective Order, is unavoidable, outside the control of the affected Party, and for which the affected Party is not responsible, provided that (a) such event prevents the affected Party from performing the respective Order, (b) the affected party has taken all reasonable precaution, due care and lalternative measures, and (c) the affected Party provides notice to the other Party of the respective event of Force Majeure as soon as possible following the occurrence of such event, but in no case more than five (5) calendar days following the occurrence. The affected Party shall use its reasonable efforts to minimise the effects of any event of Force Majeure. It is understood and agreed that the following events will not constitute an event **of Force Majeure : lock-out, failure to timely obtain raw materials, social unrest and/or strike.**

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## 17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Supplier shall not assign, sub-contract, transfer, or encumber an Order (including any monetary receivables from Customer) without prior written approval of Customer.

17.2 Customer may at any time assign, transfer, encumber, or sub-contract all or any of its rights or obligations under the respective Order or the Contract to any of its Affiliates.

## 18. NOTICES

Any notice shall be given by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Order or to such other address as such Party may have furnished in writing to the other Party for such purposes. The recipient is required to confirm the delivery of message. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures may be also used.

## 19. WAIVERS

A Party's failure to enforce or exercise, at any time or for any period, any term of the IGW GTC or an Order shall not constitute, and shall not be construed as, a waiver of such term and shall not affect such Party's right to enforce such term or any other term herein contained.

## 20. GOVERNING LAW AND DISPUTE SETTLEMENT

The law governing the Order, the IGW GTC and any disputes arising under the Order or the IGW GTC, as well as additional terms and conditions applicable to Customer's purchase of the Goods, shall be as set forth in the Addendum to the IGW GTC referenced in the Order.

## 21. SEVERABILITY

The invalidity or unenforceability of any term or of any right arising pursuant to the IGW GTC, the Order or the Contract shall not adversely affect the validity or enforceability of the remaining terms and rights, and the IGW GTC, the Order and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

## 22. SURVIVAL

22.1 Provisions and rights under the IGW GTC and the Order that survive termination or expiration of the Order or the Contract according to their express terms or by their nature or context shall survive such termination or expiration and remain in full force and effect.

22.2 Without prejudice to the generality of Clause 22.1, the obligations set forth in Clauses 9 (Warranty), 10 (Remedies), 11 (Intellectual Property), 13 (Confidentiality and Data Protection) and 14 (Liability and Indemnity) shall in any event survive termination or expiration of the Order or the Contract.

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22.3 Without prejudice to the generality of Clause 22.1, the obligations set forth under Clause 13 (Confidentiality and Data Protection) shall be valid for a period of five (5) years from Delivery of the Goods or termination of the Order, unless otherwise agreed between the Parties.

### 23. ENTIRETY

The IGW GTC and the Order constitute the entire Contract and understanding between the Parties and replace any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, except to the extent of fraud or any fraudulent misrepresentation. The relationship of the Parties is that of independent parties dealing at arm’s length and nothing in this contractual relationship shall be construed to designate Supplier as an agent or employee of Customer or as having any kind of partnership with Customer. Supplier is not authorised to represent or bind Customer in any respect.

### 24. FURTHER ASSURANCES

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the respective Order and the IGW GTC.

### 25. SPECIFIC PROVISIONS UNDER BELGIAN LAW

**For purchases made by IG Watteeuw International NV, the following provisions will also apply:**

#### 25.1. Governing law and dispute settlement

25.1.1 The respective Order, the IGW GTC and the Contract shall be governed by, construed in accordance with and always subject to the laws of Belgium, however under exclusion of its conflict of law rules of which the application would lead to the applicability of the laws of another jurisdiction.

25.1.2 For domestic dispute resolution matters, whereby Customer and Supplier are registered in the same country, any dispute or difference arising out of or in connection with the respective Order, the IGW GTC and/or the relevant Contract, including any question regarding its existence, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be submitted to the jurisdiction of the competent courts of Bruges, judicial area of West-Flanders (Belgium), unless other courts or arbitration are agreed in writing between the Parties.

25.1.3 For cross border dispute resolution matters whereby Customer and Supplier are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the respective Order, this IGW GTC and/or the relevant Contract, including any question regarding its existence, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France, unless

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the Supplier has its registered office in France, in which case the venue will be London, United Kingdom, and unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

## 25.2. Alterations from the common IGW GTC

25.2.1 Clause 6.1 is supplemented by the following sentence : „Will also constitute a defect : a characteristic of the Goods which does in itself not render the Goods defectuous, but does render them unfit for the purposes the Customer intended to use them for.“

25.2.2 Clause 10.1, second sentence is replaced by the following sentence : „If Supplier has taken no action to remedy, or has not initiated such action to remedy, such breach within forty eight (48) hours of receiving such Customer notification, or if Customer, in its sole and absolute discretion, believes that Supplier cannot remedy such breach to Customer’s satisfaction and/or if such remedy is not completed within a reasonable period, as stated by the Customer in its notice, Customer shall be entitled to any one or more of the following remedies at its own discretion and at Supplier’s own expense, without prejudice to Customer’s right to recover full Damages and take any other action:“.

25.2.3 Clause 15.2.1 IGW GTC as above doesn't apply and it's wording is substituted by the following provision:

If the Supplier is or threatens to be involved in any legal proceedings concerning insolvency, or ceases trading or a material part of its business, or commits an act of bankruptcy or adjudicated bankruptcy or enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring, or makes or threatens to make an arrangement with its creditors or petitions or threatens to petition for an administration order, for protection against its creditors (e.g., without limitation, by filing a request for judicial reorganisation or by entering into an agreement with one or more of its creditors, as provided in the Belgian Act of 31 January 2009, or by applying for payment instalments under Article 1244 of the Belgian Civil code) or has or threatens to have a receiver or court manager appointed over all of or any part of its assets or generally becomes unable to pay its debts;

The reference in Clause 15.2, last paragraph, to „Clause 15.2“ is therefore to be understood as a reference to this Clause 25.2.3 above.

## 26. SPECIFIC PROVISIONS UNDER CHINESE LAW

**For purchases made by IG Watteeuw (Suzhou) Co. Ltd., the following provisions will also apply:**

The definition of “Damage” shall read as: “Damage”: means any and all direct and indirect damages, either foreseeable or not, losses (including loss of profits), costs, expenses, penalties, liabilities and other losses of any kind or nature, including (without limitation), consequential damages, lump sum indemnities and liquidated damages (e.g., due to late deliveries), reputational damages, punitive damages, advisor’s and counsel’s fees, penalties due to third

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parties, mounting and dismounting costs, interest, etc, subject to Article 113 of the PRC Contract Law with effect from October 1, 1999.

## 26.1 Governing law and dispute settlement

26.1.1 The conclusion, validity, interpretation and performance of the respective Order, these IGW GTC and/or relevant Contract and the settlements of disputes arising therefrom shall be governed by and construed in accordance with the laws of People’s Republic of China.

26.1.2 Any and all disputes or controversies relating to or arising out of the respective Order, these IGW GTC and/or relevant Contract shall be submitted to the competent court where the Customer is legally registered in China.

## 26.2 Alterations from the common IGW GTC

If the respective Order, these IGW GTC and/or relevant Contract are governed by the laws of People’s Republic of China in accordance with the provisions of Clause 20 above, then Clauses 5.3, 5.4, and 15.2 hereof shall be modified as follows:

Clause 5.3 The Customer is entitled to reject the Supplier’s delivery before the delivery date, except where such early delivery does not harm the Customer's interests and the Supplier informs the Customer thereof in writing. Any expenditure reasonably incurred by Customer due to the Supplier's early performance shall be borne by the Supplier.

Clause 5.4 The Customer may reject the Supplier's partial performance, except where such partial performance does not harm the Customer's interests. Any additional expense incurred by the Customer due to the Supplier's partial performance shall be borne by the Supplier. Where the Supplier delivered the Goods in a quantity greater than that prescribed in the respective order or relevant Contract, the Customer may accept or reject the excess quantity. Where the Customer accepts the excess quantity, it shall pay the price based on the contract rate; where the Customer rejects the excess quantity, it shall timely notify the Supplier.

Clause 15.2 Without prejudice to the other provisions of these IGW GTC, the other reasons for Customer to terminate the Orders are as follows:

Clause 15.2.1 If the Supplier is or threatens to be involved in any legal proceedings concerning insolvency or bankruptcy, or ceases trading or a material part of its business, sells or intends to sell a substantial part of their assets, subcontracts or outsources total or key part of manufacturing and production of the Goods and parts thereof to other suppliers without Customer’s written agreement, or commits an act of bankruptcy or adjudicated bankrupt or enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all of or any part of its assets or generally becomes unable to pay its debts;

Clause 15.2.2 if there is a material change in the ownership or control of Supplier (other than an intragroup restructuring) without Customer's prior written consent;

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Clause 15.2.3 If the Supplier or its representatives or affiliates has or have acted or undergone an event in such a manner that the Customer's trust and confidence, or the general public's trust and confidence, in the Supplier is fundamentally disrupted (e.g., however without limitation, in the event of criminal offences); or

Clause 15.2.4 If the competent industry and commerce authority of China orders the Supplier to suspend its business operations or revoke its business license;

If the Supplier threatens to be involved in any matter referred to in the above sub-paragraphs 15.2.1 through 15.2.4 above, it shall promptly notify the Customer of such event. The failure to do so shall amount to a non-remediable breach hereof.

## 27. SPECIFIC PROVISIONS UNDER CZECH LAW

For purchases made by IG Watteeuw ČR s.r.o., the following provisions will also apply:

### 27.1 Governing law and dispute settlement

27.1.1 The respective Order, the IGW GTC and the Contract shall be governed by Czech law, however under exclusion of its conflicts of law rules of which the application would lead to the applicability of the laws of another jurisdiction. The application of the United Nations Convention for International Sale of Goods dated April 11th 1980, is hereby excluded.

27.1.2 Unless otherwise agreed between the Parties in writing, any dispute arising from or in connection with the respective Order, the IGW GTC and the Contract shall be submitted to the jurisdiction of the Czech courts, whereas territorial jurisdiction shall be determined according to the registered seat of the Customer.

### 27.2 Alterations from the common IGW GTC

27.2.1 The first sentence of article 2.1 of the IGW GTC shall be read as follows: "Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part, whereas partial fulfilling of the Order by the Supplier shall be regarded as implied acceptance of whole Order." The remaining part of article 2.1 remains unchanged.

27.2.2 New article 2.5 shall be added to the IGW GTC in the following wording: "In case the Supplier refers in its acceptance of the Order to other business terms and conditions, the Customer may refuse such other business terms and conditions without undue delay after delivery of the acceptance from the Supplier and so the Contract is regarded as not concluded."

27.2.3 The first sentence of article 3.6 of the IGW GTC shall be read as follows: "No later than 10 working days after conclusion of the Contract the Customer may issue Variation Orders to Supplier which shall not exceed the original Order by 10 per cent, and Supplier shall carry out such Variation Orders subject to the unaltered terms and conditions of the Order and the IGW GTC."

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27.2.4 The article 6.2 of the IGW GTC shall be read as follows: "If the Customer determines upon timely inspections of the Goods and sufficient care that any Goods delivered to Customer do not comply with the requirements of the IGW GTC, or are otherwise not in conformity with the Order, then, without limiting any other right or remedy that Customer may have under Clause 10 (Remedies), at law or in equity, Customer may reject the Goods and request replacement of the Goods and/or recover all payments made to Supplier by Customer with respect to these Goods."

27.2.5 Article 7.1 of the IGW GTC shall be read as follows: "refuse any subsequent delivery of the Goods which Supplier attempts to make and eventually withdraw from any subsequent Contract;"

27.2.6 Article 10.1.4 shall be read as follows: "to refuse to accept any further Goods from Supplier and eventually withdraw from any subsequent Contract, such refusal or withdrawal shall not release Supplier from liability for the defective Goods delivered by Supplier of delays in the deliveries;"

27.2.7 Article 15.2 of the IGW GTC shall be read as follows: "15.2 Customer shall have the right to recall the Order or withdraw from the Contract from the following reasons and from the further reasons provided by law:"

27.2.8 Article 15.2.1 of the IGW GTC shall be read as follows: "If the Supplier (a) commences any insolvency or similar legal proceedings or such proceedings is commenced against the Supplier; (b) dissolves, liquidates and winds up its affairs; (c) commits an act of bankruptcy or is adjudicated bankrupt; (d) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (e) makes an arrangement with its creditors or petitions for an administration order; (f) has a receiver or manager appointed over all or any part of its assets; or (g) generally becomes unable to pay its debts in a timely manner;"

27.2.9 Article 15.3. of the IGW GTC shall be read as follows: "In the event of Supplier's breach of any Order or the Contract, including a breach of warranty, Customer shall be entitled to recall the respective Order or withdraw from the respective Contract if Supplier fails to take adequate and timely actions to remedy a breach to the satisfaction of Customer (and to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy). In such event, Customer shall have no obligation to compensate Supplier for the Goods already delivered but unpaid, and Supplier shall be obligated to refund to Customer any remuneration received from Customer for the Goods and take back the Goods at Supplier's own cost and risk, without prejudice to Customer's right to recover any and all Damages or other accrued rights. Any recall of any Order or withdrawal from any Contract, in whole or in part, shall not affect Supplier's warranties, indemnities and other liabilities to the Customer (and to its successors, assigns, customers and end users)."

27.2.10 Article 15.4 of the IGW GTC shall be read as follows: "Supplier's violation of any of the obligations contained in Clause 12 (Compliance with Relevant Law) shall constitute a material breach of the Contract, and shall entitle Customer to recall any Order or withdraw from the Contract with immediate effect without notice, without compensation, and without prejudice to

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any other rights or remedies of Customer under the Contract, at law, or in equity, including without limitation Customer's right to recover any and all Damages arising from Supplier's breach."

27.2.11 Article 15.5 of the IGW GTC shall be read as follows: "If an event of Force Majeure (as defined in Clause 16 below) occurs and exceeds thirty (30) calendar days, either Party shall have the right to recall the relevant Order by providing written notice to the other Party without liability to the other Party."

27.2.12 Article 15.6 of the IGW GTC shall be read as follows: "Upon withdrawal Supplier shall immediately and at Supplier's expense safely return to Customer all Customer property (including any Tooling, documentation, data, and Customer Intellectual Property) and any Customer information then in Supplier's possession or under Supplier's control. Supplier shall provide Customer with all information and documentation relevant to the use of Goods already delivered."

27.2.13 Article 18 of the IGW GTC shall be read as follows: "Any notice shall be given by registered mail, courier, fax or by e-mail with qualified electronic signature (in Czech: zaručený elektronický podpis) to the address of the relevant Party as stated in the Order or to such other address as such Party may have furnished in writing to the other Party for such purposes. The recipient is required to confirm the delivery of message. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures may be also used."

## 28. SPECIFIC PROVISIONS UNDER ROMANIAN LAW

For purchases made by IG Watteuw Romania S.R.L., the following provisions will also apply:

### 28.1 Governing law and dispute settlement

For cross border dispute resolution matters whereby Customer and Supplier are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the respective Order, this IGW GTC and/or the relevant Contract, including any question regarding its existence, performance, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be finally settled by the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Bucharest, unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

### 28.2 Alterations from the common IGW GTC

If the Contract is to be governed by the Romanian Law in accordance with the provisions of Clause 20 above, paragraphs 2.1, 3.4 and 15.2.1 are to be read as follows:

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2.1 Each Order form is to be countersigned by the Supplier. The Order will be considered as accepted by the Supplier the day the countersigned Order form reaches the Customer. Without prejudice to the foregoing sentence, the countersigned Order form or Supplier’s refusal of the unaltered Order shall reach the Customer within seven (7) calendar days from its receipt by Supplier, upon lapse of the seven (7) calendar days term Customer is entitled to consider the Order void.

3.4 Supplier shall submit invoices in an auditable form, complying with Supplier’s and Customer’s applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); Item number (same as stated in the Order); Customer name, address and reference person; quantity; specification of Goods supplied; price (total amount invoiced); currency; date of delivery; tax or VAT amount for both Supplier and Customer; tax or VAT number; payment terms.

15.2.1 If the Supplier (a) dissolves, liquidates and winds up its affairs; (b) commits an act of bankruptcy or is adjudicated bankrupt; (c) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (d) makes an arrangement with its creditors or petitions for an administration order; (e) has a receiver or manager appointed over all or any part of its assets; or (f) generally becomes unable to pay its debts in a timely manner;

## 29. SPECIFIC PROVISIONS UNDER THE US LAW

The following additional terms and conditions shall apply to purchases made by IG Watteeuw USA, LLC or purchases by any IG Watteeuw Affiliate from any supplier domiciled within the United States. Capitalized terms used but not defined in this Clause 29 shall have the meanings given in the IGW General Terms and Conditions of Purchase.

### 29.1 Security Interest in Tooling

(i) Supplier grants to Customer a security interest in all Tooling. The Supplier will, at Customer’s request, execute and deliver to Customer a brief description of the collateral or such financing statements, amendments, and other necessary documents in order to establish and maintain a valid, attached, and perfected security interest in the Tooling within thirty (30) days of receipt of the Order, unless otherwise agreed to in writing by both Customer and Supplier. Supplier acknowledges that failure to do so constitutes a material breach of the Order. Supplier irrevocably authorizes Customer to file in any jurisdiction any initial financing statements and amendments as required by Article 9 of the Uniform Commercial Code or any equivalent federal, state, or local statute. Supplier agrees to furnish any such information needed to complete these filings to Customer promptly upon request. Supplier further ratifies and affirms its authorization for any financing statements and/or amendments, executed and filed by Customer in any jurisdiction prior to the date of the Order. (ii) In addition to the above, within thirty (30) days of receipt of the Order, Supplier will provide notice to its secured lenders of Customer’s interest in the Tooling. Supplier acknowledges that failure to do so constitutes a material breach of the

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Order. (iii) In the event of Supplier’s bankruptcy or Supplier defaults on any of its realty leases, Customer reserves the right to enter Supplier’s premises during normal business hours to remove such Tooling, materials, or equipment that Supplier uses solely to manufacture Goods for Customer. (iv) Supplier agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as Customer may deem necessary to establish and maintain a valid security interest in the Tooling referenced in this Clause 29.1 (free of all other liens and claims except permitted encumbrances) to secure the payment and performance of the Order and to defend title to such Tooling against any person(s) claiming any interest therein adverse to Customer. Customer will execute and file a financing statement in those public offices deemed necessary to protect the security interests of Customer herein granted. If permitted by law, Supplier agrees that a carbon, photographic, or other reproduction of a financing statement may be filed as a financing statement.

### 29.2 Not a Requirements Contract

Orders issued to Supplier shall not be considered a requirements contract for Customer unless so noted on the face of such Order. Any Order issued to Supplier may be terminated by Customer, without any liability of any kind or nature whatsoever from Customer to Supplier, at the convenience of Customer.

### 29.3 Compliance With Laws

In supplement, and not in replacement of, Clause 12 of the IGW GTC, Supplier represents, warrants, certifies, and covenants that:

(i) Supplier will comply with all applicable laws, rules, regulations, ordinances, or other requirements of any national, state, provincial, local, multi-national, or international body (collectively, the “**Laws**”) relating to the manufacture, sale, delivery, and use of the Goods, including, but not limited to, environmental, health, and safety laws and regulations, immigration laws, and those dealing with equal employment opportunity;

(ii) Supplier will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities;

(iii) each chemical substance constituting or contained in Goods transferred under the Order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC §§2601 *et seq.*), as amended, and the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction to which the Goods will likely be shipped;

(iv) that each chemical substance constituting or contained in Goods sold or otherwise transferred to Customer is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 (“**REACH**”), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Customer’s use;

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(v) Supplier shall notify Customer if it decides not to Preregister or Register substances that will be subject to Preregistration or Registration under REACH and are constituting or contained in Goods supplied to Customer at least twelve (12) months before their Preregistration or Registration deadline. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the "**candidate list**") and immediately notify Customer if any of the Goods supplied to Customer is manufactured by Supplier with or contains a substance officially proposed for listing on the candidate list. Supplier shall provide Customer with the name of the substance as well as with sufficient information to allow Customer to safely use the Goods or fulfill its own obligations under REACH;

(vi) no Goods transferred under the Order (1) have been or will be produced utilizing slave, forced, indentured, or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age (including as prohibited by International Labor Organization Conventions No. 138 and No. 182), minimum wage, hours of service, and overtime in the country of manufacture, pursuant to the California Transparency in Supply Chains Act of 2010 (SB 657); (2) contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) (the "**RoHS Directive**"), or chemicals restricted under the Montreal Protocol on ozone-depleting substances or the law of the countries into which product is shipped, any substance listed on the candidate list of the REACH legislation (Regulation (EC) No 1907/2006) or restricted under Annex XVII of REACH unless expressly agreed otherwise by CUSTOMER in writing; or (3) contain any "conflict minerals", such as gold, columbite-tantalite (coltan), cassiterite, and wolframite (or their respective metal derivatives, gold, tantalum, tin, and tungsten) of which the source is determined to be located in the Democratic Republic of Congo or adjoining countries (Angola, Congo, Central Africa Republic, Sudan, Uganda, Rwanda, Burundi, Tanzania, and Zambia), or any other mineral or ore restricted under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**");

(vii) all Goods transferred under the Order are in compliance with the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (the "**WEEE Directive**"), as amended;

(viii) with respect to any Goods transferred under the Order which are "electrical and electronic equipment" covered by the WEEE Directive as amended, Supplier agrees, at no additional costs to the Customer to: (a) assume responsibility for taking back those Goods in the future upon the request of Customer and treating or otherwise managing them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation; and (b) take back as of the date of the Order the used Goods currently owned by Customer up to the number of new units being purchased by Customer, or arrange with a third-party to do so in accordance with all applicable requirements;

(ix) all wood packaging material, including, but not limited to, pallets, dunnage, crating, packing blocks, drums, cases, load boards, pallet collars, and skids are in compliance with the "Guidelines for Regulating Wood Packaging Materials in International Trade" (ISPM15) issued under the International Plant Protection Convention, the regulations of the U.S. Department of Agriculture's

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Animal Plant Health Inspection Service (APHIS), and any other applicable standards then in effect in the country where such material has been imported, or from which such material has been exported;

(x) to the extent that any Goods transferred under the Order contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910,1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), REACH or EU Directive 67/548/EC, as amended, if applicable and any other applicable law, rule, or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Customer informs Supplier the Goods are likely to be shipped;

(xi) Supplier will not pay, promise to pay, or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Order;

(xii) (1) Supplier will submit to Customer prior to and with each shipment, Material Safety Data Sheets prepared in accordance with the OSHA Hazardous Communication Standard, 29 CFR 1919.1200. (2) If requested by Customer, Supplier will promptly furnish to Customer in such form and detail as Customer may direct: (a) a list of all ingredients in the Goods purchased hereunder; (b) the amount of one or more of the ingredients; and (c) information concerning any changes in or additions to such ingredients. (3) Prior to and with the shipment of the Goods purchased hereunder, Supplier agrees to furnish to Customer sufficient warning and notice in writing (including appropriate labels on the Goods, containers, and packing) of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Customer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers, and packing shipped to Customer. (4) Supplier will comply with all laws, orders, and regulations pertaining to the use, storage, and disposal of restricted toxic and hazardous materials.

(xiii) Supplier will comply with the Fair Labor Standards Act of June 30, 1938 (USC 201-209) as amended, the Occupational Safety and Health Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Immigration Reform and Controls Act, the Family and Medical Leave Act, 29 CFR part 471, appendix A to subpart A, pertaining to employee rights under federal labor laws, and any and all other federal, state, and local laws, statutes, ordinances, rules, regulations, codes, orders, and/or programs, including, but not limited to, identification and procurement of required permits, certificates, approvals, and inspections, labor and employment obligations, affirmative action, wage and hour laws, and any other laws which subsequently become applicable under the Order and the IGW GTC.

(xiv) The Order incorporates by reference: (1) all provisions of 41 C.F.R.60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (2) all provisions of 41 C.F.R.60-300.5(a), as amended, pertaining to affirmative action for veterans; (3) all provisions of 41 C. F. R. 60-741.5(a), as amended, pertaining to the affirmative action for individuals with

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disabilities; and (4) all provisions of the Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, pertaining to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance. Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a); this regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a); this regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Supplier certifies that it is in compliance with all applicable provisions of 41 C.F.R.60-1, including, but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Customer requests that Supplier adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual’s age, race, color, sex, religion, national origin, disability, or any other legally protected characteristic.

(xv) Supplier and its affiliates will comply with all provisions of Executive Order No. 13645 pertaining to, among other things, the sale of goods and services to the automotive industry of Iran; and

(xvi) Supplier has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into Goods or services supplied under the Order will be in conformance with the requirements of this Clause 29.3(i) to (xv) above. From time to time, at Customer’s request, Supplier shall provide certificates to Customer relating to compliance with any applicable legal requirements, including those listed in this Clause 29.3.

#### 29.4 Importer Security Filing

To comply with Importer Security Filing (“**ISF**”) Requirements for ocean shipments to the United States, the following data elements shall be sent via electronic mail to Customer a minimum of three (3) business days prior to cargo lading: Automated Manifest System (“**AMS**”) bill of lading number (lowest level), vessel name, voyage number, cargo lading date, Supplier name and address, Customer’s name and address, Importer of Record Number, Consignee number, Manufacturer (Supplier) name and address, Ship-to name and address, Container Stuffing location name and address, Consolidator (Stuffer) name and address, and Country of origin, Harmonized Tariff Number, and Customer part number of each invoice line item. The ISF pre-alert shall also include invoice(s) for the shipment.

#### 29.5 C-TPAT

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Supplier will ensure adherence to the security criteria of the Customs-Trade Partnership Against Terrorism (“**C-TPAT**”) program of the United States Customs & Border Protection, including, but not limited to, business partner selection, container and trailer security, physical access controls, personnel security, procedural security, physical security, information technology security, and security training and threat awareness unless otherwise prohibited by law. Supplier will provide a security questionnaire, access to facilities, and/or other written verification of adherence to these criteria upon request, including those of sub-tier suppliers or service providers chosen by the Supplier in provision of the Goods. Supplier will notify Customer immediately of any breach of security in the supply chain. Supplier acknowledges failure to respond to requests in this Clause 29 and/or subsequent corrective actions will be reasonable grounds for termination of the Order in accordance with Clause 15.

#### 29.6 Limitation of Remedies/Time for Action

The remedies set forth in the IGW GTC are the sole and exclusive remedies for Supplier. Customer will not be liable for any claims of any kind greater in amount than the purchase price of the Goods from which the claims are made. **In no event will Customer be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, and Supplier expressly waives all claims for such damages.** Any proceeding by Supplier for breach of the IGW GTC may not be filed or maintained unless (i) it is commenced within one (1) year after the cause has accrued; and (ii) Supplier has paid in full all amounts or credits owing to Customer prior to filing such proceeding.

#### 29.7 Governing Law

The Order, the IGW GTC, and any claim, controversy, or dispute arising under or related to the Order or the IGW GTC, the relationship of the parties, or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of the State of Ohio without regard to any conflicts of law principles. The application of the United Nations Convention for International Sale of Goods dated April 11th 1980 (as may be amended), is hereby expressly excluded.

#### 29.8 Arbitration

If a dispute arises out of or relates to any Order or the IGW GTC (other than requests for injunctive relief), or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any dispute arising under or related to any Order or the IGW GTC (other than requests for injunctive relief) that cannot be resolved by such mediation will be resolved by binding arbitration in Detroit, Michigan, conducted in the English language using a single arbitrator selected by the parties. The United States Federal Arbitration Act will govern and the arbitration will be conducted under the expedited procedures of the commercial arbitration rules of the American Arbitration Association (AAA), except as modified by this provision. If the parties cannot agree on an arbitrator within thirty (30) days of either party’s written notice to arbitrate, each party will select a person from the AAA-approved commercial arbitrator list and those two

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people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. The potential arbitrator must have experience in dispute resolution involving the railroad industry. It is the intent of Customer and Supplier (and Customer and Supplier will use reasonable best efforts to ensure) that arbitration proceedings will be concluded, and the arbitrator will render his/her decision, within twenty (20) business days following the date on which the arbitrator is appointed, and the arbitrator will agree to comply with this schedule before accepting the appointment. The arbitrator may extend such twenty (20) business day period for an additional period for good cause, as determined in the arbitrator’s discretion, provided that the arbitrator’s decision shall be rendered within no more than ninety (90) business days following the date on which the arbitrator is appointed. Failure to adhere to these time limits will not constitute a basis for challenging the decision of the arbitrator. The arbitrator’s decision will be final and binding on the parties. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys’ fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages. The award of the arbitrator will be enforceable in any court of competent jurisdiction, provided that either party may appeal to courts of competent jurisdiction sitting in Columbus, Ohio, for correction of any clear error of law by the arbitrator; *provided, however*, that the appealing party must first post an appropriate bond and that the prevailing party in any such action will be entitled to its attorneys’ fees and costs.

Subject to applicable law, the parties (including their affiliates, employees, agents, experts, and consultants), the arbitrators, and the AAA will maintain the confidentiality of all aspects of the arbitration, including all documents, communications, proceedings, and awards provided, produced, or exchanged therein, unless the parties otherwise agree or as necessary to enforce an award. In no circumstance will any aspect of the arbitration be disclosed without providing prior written notice to all parties and affording such parties a reasonable opportunity to protect their interests, except that the parties may disclose aspects of the arbitration (i) to the extent compelled by law, rule or regulation or legal or administrative process or proceeding; and (ii) to their employees, directors, officers, agents, representatives, accountants, and attorneys on a need-to-know basis provided such other persons are informed by the parties of the confidential nature of such information.

Nothing contained in this Clause 29.8 will be construed to limit or preclude a party from seeking injunctive relief in any court of competent jurisdiction; provided however, that the ultimate merits of the dispute are intended to be resolved through arbitration as provided above. Any request for injunctive relief may be brought by Customer in any court(s) having jurisdiction over Supplier or, at Customer’s option, in the applicable court closest to the place from which the Order was issued by Customer, in which event Supplier consents to the jurisdiction of such court. Any request for injunctive relief against Customer may be brought by Supplier only in the court(s) of competent jurisdiction sitting in Columbus, Ohio. Notwithstanding anything contained in the Order or the IGW GTC to the contrary, Customer shall not be precluded from immediately filing litigation seeking an ex parte restraining order and/or preliminary injunctive relief if Customer’s or its customer’s production is threatened or actually disrupted or Supplier is unable to deliver the Goods in the quantities, the quality or at the time required by the Order. During such time as the rights or obligations of a party are subject to the dispute resolution process set forth in this Clause 29.8, Supplier will continue to perform, and Supplier may not assert such dispute as

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excusing the Supplier's obligations under the Order. Without limiting the generality of the preceding sentence, Supplier shall not be permitted to terminate any Order based on an alleged breach of the Order prior to completion of the resolution process set forth in this Clause 29.8.

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