

IEE International Electronics & Engineering S.A. General Terms and Conditions of Purchase

1. Acceptance – Order of Precedence - Modification

1.1 These General Terms and Conditions of Purchase (“**Terms and Conditions**”) shall apply to any purchase order, scheduling agreement, delivery schedule and/ or any other document and agreement to which these Terms and Conditions are attached to and/ or referenced in (collectively “**Contract**”). “**IEE**” shall mean the legal entity/ entities (being part of the IEE Group) referenced in the Contract. These Terms and Conditions shall apply for the purchase of goods and/ or services as described in the respective Contract (collectively, “**Goods**”). A Contract in the form of a purchase order is deemed accepted when supplier to which the Contract is issued (“**Supplier**”) (a) acknowledges the purchase order, (b) begins performing, or (c) fails to object in writing within five business days, whichever is earlier. IEE and Supplier are hereinafter each referred to as a “**Party**”, and together as the “**Parties**”.

1.2 IEE rejects any additional or inconsistent terms and conditions offered by Supplier at any time, even if IEE begins performing without explicitly rejecting Supplier’s terms and conditions in the particular case. Any reference to Supplier’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document unless explicitly accepted by IEE in writing.

1.3 The Contract and these Terms and Conditions together with the specifications, drawings, or other documents referred to in the Contract, supersede any prior or contemporaneous communications, promises, or negotiations, regarding the subject matter of the Contract. Neither Party has relied on any promises, inducements nor representations by the other, except those expressly stated in the Contract.

1.4 If there is an irreconcilable conflict among the provisions of these Terms and Conditions and any written and mutually agreed terms expressly deviating from these Terms and Conditions, the latter shall prevail.

1.5 No modification of the Contract will be binding on either Party unless set forth in writing signed by authorized representatives of both Parties specifically stating that it is amending the Contract.

2. Delivery, Shipment and Packaging

2.1 Supplier will deliver Goods in the quantities and on the date(s) specified in the Contract. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by IEE. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. If the delivery schedule is endangered for any reason other than IEE’s fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method. IEE reserves the right to reject, at no expense to IEE, all or any part of any delivery that varies from the quantity authorized by IEE for shipment. Supplier will not make any substitutions without IEE’s prior written approval. All items will be packaged according to IEE’s instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. IEE will not be liable for any discharge, spill, or other environmental incident (including clean-up costs) involving any Goods shipped under the Contract unless caused by IEE and in no event until delivery to the destination designated by IEE.

2.2 All containers will be properly marked for identification as instructed by IEE, e.g., in a purchase order, and contain a packing slip that details, at a minimum, the IEE purchase order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of IEE’s delivery schedule may be returned at Supplier’s expense. For domestic shipments, if requested by IEE, and for all international shipments, Supplier will give notice of shipment to IEE when the Goods are delivered to a carrier for transportation. The Contract number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

2.3 All Goods, unless specifically exempted by the destination country’s governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

2.4 Supplier will provide IEE with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer’s affidavits, applicable free trade agreement (“**FTA**”) certificates, and any other documents or information IEE may require complying with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide all documents, records, and other supporting information necessary to substantiate the Goods’ qualification under an FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

2.5 Within one business day after Supplier delivers the Goods to the carrier, Supplier will send IEE a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to IEE’s custody.

3. Notice of Delay

Supplier must immediately notify IEE in writing with all information relating to any delay or threatened delay of the timely performance of the Contract. If the delivery schedule is endangered for any reason due to Supplier, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method and cover any related costs incurred by IEE.

4. Excusable Delay/ Force Majeure/ Hardship

Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence, and which are unforeseeable, but any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the

delivery schedule. Supplier's ability to sell Goods at a more advantageous price, Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods, or labor disputes will not constitute an excusable delay event. The Party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to mitigate the effects of the delay and remedy the delay if it can be remedied. If Supplier's delivery is delayed, IEE may, at IEE's sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to IEE, Supplier will allocate its available supply of Goods in a manner that assures IEE of at least the same proportion of Supplier's total output of Goods as was allocated to IEE before the excusable delay event. If delivery of any Goods is delayed for more than 30 days, IEE may, without liability, cancel all or any part of the Contract.

5. Performance Assurance Plan

If IEE determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under the Contract, IEE may require Supplier to perform under an IEE or IEE approved performance assurance plan. The performance assurance plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of the Contract. Failure by Supplier to satisfy the terms of the performance assurance plan shall be deemed as a material breach of the Contract.

6. Shipping Terms, Risk of Loss and Title

Unless otherwise specified or agreed in the Contract, Supplier will deliver the Goods **DDP (Incoterms 2020)** at IEE's specified or agreed location. Risk of loss or damage to the Goods passes to IEE as per the agreed Incoterm. Title to the Goods passes to IEE upon receipt, or if subject to a consignment agreement, upon release from the consignment stock.

7. Import/ Customs Compliance

Supplier assumes all responsibility and liability for any shipments covered by the Contract requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods, imported under the Contract, IEE reserves the right to terminate the Contract in accordance with the termination provisions of the Contract and/ or these Terms and Conditions. Supplier will be debited for any duties, fees, or freight incurred by IEE due to Supplier's failure to comply with the terms and conditions of the Contract.

8. Supply Chain Security

Supplier will make commercially reasonable efforts to maintain certification under the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the other World Customs Organization (WCO) sanctioned supply chain security program. Supplier will (i) advise IEE of the specific Supply Chain Security Program and (ii) authorize certification monitoring by IEE. If Supplier is not certified by a WCO-sanctioned program, then Supplier will:

- (a) adhere to the security criteria for Supplier's applicable C-TPAT category (e.g., Importer, Foreign Manufacturer, etc.) and;
- (b) upon IEE's request, complete an annual survey attesting to its compliance with a WCO-sanctioned program.

For reference:

C-TPAT security criteria requirements are located at

<http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria>

AEO requirements are located at

http://ec.europa.eu/taxation_customs/resources/documents/customs/policy_issues/customs_security/AEO_guidelines_en.pdf

PIP requirements are located at <http://www.cbsa-asfc.gc.ca/security-secure/pip-pep/menu-eng.html>

For other WCO programs that are country-specific, please contact your local import compliance contact or customs official.

9. Drawback

All drawback of duties, and rights thereto, related to duties paid by Supplier or IEE when the Goods or any materials or components used in manufacturing of the Goods are imported will accrue to the exclusive benefit of IEE. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub tier suppliers related to the Goods. Supplier will provide IEE with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with IEE to obtain payment.

10. IEE Supplied Materials, Tooling, Equipment and Technical Data

10.1 Title to any material, tooling, equipment, and technical data that IEE pays for or provides to Supplier (including property of IEE's customers) ("**IEE Property**") will remain or vest with IEE (or with IEE's customer). Supplier will conspicuously label IEE Property as IEE's (or IEE's customer's) property, maintain it in good condition, and keep written records of the IEE Property in its possession, including the location of the property. Supplier will not allow any liens to be placed upon it, not abandon IEE Property, prohibit any third party from using or taking possession of IEE Property and not change its location without prior written approval from IEE. Supplier is responsible for inspecting and determining that the IEE Property is in useable and acceptable condition.

10.2 Supplier will use IEE Property exclusively to fulfill Contracts for IEE, unless otherwise authorized in writing by IEE. IEE Property is intended for use at the Supplier's site only, or as otherwise authorized in writing by IEE. Supplier is responsible for any loss, damage, or destruction of IEE Property and any loss, damage or destruction of any third-party property or personal injuries resulting from Supplier's negligent use of IEE Property. Supplier shall, at its own cost and expense, maintain and carry sufficient insurance coverage for any damage to and/ or loss of IEE Property. Supplier will return IEE Property or dispose of it at IEE's sole

option as it directs in writing. IEE makes no representations and disclaims all warranties (express or implied) with respect to IEE Property.

11. Price

Supplier will furnish the Goods at the prices agreed in the Contract, or, if the Contract is in the form of a purchase order, at the prices stated on the face of the purchase order. Unless otherwise provided in the Contract, the prices include all packaging and further costs and expenses as per the agreed or specified delivery term (including but not limited to taxes, duties, and fees that must be separately itemized on Supplier's invoices). To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply of Goods, IEE will pay the tax as an addition to payments otherwise due to Supplier under the Contract, if Supplier provides to IEE a value added tax (or equivalent tax) invoice. To the extent IEE has not received from Supplier all applicable forms regarding compliance with applicable tax law, IEE reserves the right to deduct from any payment to Supplier pursuant to the Contract those amounts that IEE, in its reasonable discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

12. Most Favored Customer

Supplier warrants that the prices charged for the Goods delivered under the Contract are the lowest prices charged by Supplier for similar goods. If Supplier charges a lower price for similar goods, Supplier must notify IEE and apply that price to all Goods ordered under the Contract.

13. Spare Parts Pricing

For the time period Goods are supplied to IEE within series production, plus 20 years after end of series production ("EOP"), Supplier will continue to supply Goods as service and replacement parts for the Goods. For a period of five (5) years after EOP, the price shall be the price in effect at EOP. Thereafter, the price shall be the last valid price plus any actual cost differential for manufacturing, obsolescence, changes and packaging, such cost differential to be negotiated in good faith, but in no case to exceed 20 percent of the last production price paid by IEE.

14. Invoicing and Payment

14.1 After each delivery of Goods (e.g., shipment made or service provided), Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. Supplier must provide invoices in no event more than 90 days after provision of Goods to IEE, otherwise Supplier waives its right to payment. This invoice must match the corresponding Contract pricing, quantities, and terms, and must be sent to the address as specified in the Contract. All applicable taxes and other government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees, and all incidental charges including but not limited to royalties, selling commissions, nonrecurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: **(a)** name and address of Supplier and the IEE entity purchasing the Goods; **(b)** name of shipper (if different from Supplier); **(c)** IEE's purchase order number(s); **(d)** country of export; **(e)** detailed description of the Goods; **(f)** Harmonized Tariff Schedule number; **(g)** country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; **(h)** weights of the Goods shipped; **(i)** currency in which the sale was made; **(j)** payment terms; **(k)** shipment terms used; and **(l)** all rebates or discounts. If an invoice does not comply with the above requirements or is exhausted (out of funds or paid in full), or the invoice contains quantities or prices greater than the ones reflected in the Contract, the invoice will be rejected. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Contract.

14.2 Payment terms are net **60 days** from receipt of a correct invoice and conforming Goods unless otherwise agreed; provided, however, that in the event that applicable law requires payment terms of shorter duration, payment terms shall be the maximum period allowed by applicable law. Invoices will not be approved unless they accurately reference Conforming Goods received by IEE or services satisfactorily performed for IEE, as well as a valid purchase order number, Supplier's name and address, line description, quantity at line level, price at line level, withholding rates and/ or amounts for applicable taxes. Payment will be scheduled for the first payment cycle following the net terms as specified/ agreed in the Contract.

15. Setoff

IEE may deduct any amount owing from Supplier to IEE as a setoff against any amount owing to Supplier under the Contract.

16. Quality Assurance

Supplier agrees to the following requirements:

16.1 To implement and sustain a quality system that conforms to the requirements set forth in the latest revision of the IEE Supplier Quality Manual which IEE will provide to Supplier upon request.

16.2 To allow IEE, during normal business hours, to make reasonable inspections, of the facilities where Supplier and its sub tier suppliers manufacture or process the Goods.

17. Inspection

17.1 IEE shall not be required/ obliged to perform an incoming inspection/ incoming audit of Goods, including any sampling of any quantities from any batches of the Goods. Supplier shall be required to perform an outgoing audit of the Goods at its premises, to ensure their compliance with the requirements and terms of the Contract, by sampling a quantity of the Goods from each batch

(“**Dock Audit**”). Supplier shall ensure the Goods are manufactured using capable processes which permit to perform the Dock Audit by sampling method.

17.2 Unless explicitly otherwise agreed between the Parties, Supplier shall perform the Dock Audit as per best automotive practices.

17.3 All Dock Audit records, including sub-tier supplier records relating to the Goods, will be maintained, and made available to IEE for the duration of the Contract, and for a period of ten (10) years after the last delivery of Goods, or for such longer periods as may be specified by IEE from time to time.

17.4 Notwithstanding Section 16.1, IEE, its customers and/ or its higher tier suppliers may inspect/ audit all or a sample of the Goods, at their option, and may reject all or any portion of the Goods if they reasonably determine them to be defective or nonconforming. If IEE performs any inspection/ audit after discovering defective or nonconforming Goods, any additional inspection/ audit costs will be paid by Supplier according to its share of responsibility, and which shall be agreed between the Parties in good faith.

17.5 Dock Audit and potentially further inspection/ audit data performed by either Party shall be reasonably recorded and shared with the respective other Party to the extent required in good faith.

17.6 No inspection, audit, tests, approval, design approval, or acceptance of the Goods relieves Supplier from the warranty for any latent or patent defects, or from liability for fraud or negligence. For the avoidance of doubt, Supplier shall not be permitted to reject any warranty for the Goods due to non-performance of an incoming inspection/ incoming audit by IEE as per Section 17.1.

18. Warranty

18.1 Supplier warrants that, at the time of delivery and throughout the Warranty Period, all Goods are in conformance with the Contract, including but not limited to the following (“**Warranty**”):

(a) free from defects in material, workmanship, and design (even if approved by IEE, and unless the design has been directed by IEE despite and against Supplier’s explicit written technical concerns), (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by IEE and/ or agreed by the Parties, (c) merchantable, (d) fit for the intended purposes and operate as intended, to the extent the Goods are not of a detailed design furnished by IEE, (e) comply with applicable laws and regulations, (f) free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information.

18.2 Goods that meet the standards of Section 18.1 are called “**Conforming Goods**”, and Goods that do not fully meet those standards are called “**Nonconforming Goods**”.

18.3 Warranty Period

18.3.1 The Warranty shall apply for a period of 48 months from the date of delivery to the end user (“**Warranty Period**”). For the avoidance of doubt, in case of installation of the Goods into new vehicles, the Warranty Period shall start from first vehicle registration.

18.3.2 The Warranty Period shall be extended for the same time period as IEE may have accepted a longer warranty period with a customer.

18.3.3 The Warranty Period shall furthermore be extended for the same time period as a longer government/ legislative requirement in a given jurisdiction may require IEE and/ or the IEE customer to provide a longer warranty period, e.g., to end consumers.

18.3.4 The remedies of Section 18.4 shall apply for Nonconforming Goods to the extent the nonconformity has occurred before the end of the Warranty Period. Notification to Supplier shall be given in due course as per automotive practices, taking consideration of Section 18.5.

18.3.5 The Warranty Period for Goods repaired/ corrected or furnished as replacements subject to Section 18.4 shall restart from the date of repair/ correction or installation of the replacement, but in any case no earlier than from delivery to the end user/ first vehicle registration.

18.4 In case of Nonconforming Goods, Supplier shall be liable as follows:

18.4.1 IEE may, at its reasonable election, have the Nonconforming Goods repaired/ corrected or replaced. Supplier shall bear the associated costs.

18.4.2 In addition, Supplier shall reimburse IEE for all related costs, expenses and damages, including but not limited to (a) costs of removal, (b) costs of disassembly, (c) costs of failure analysis, (d) costs of fault isolation, (e) costs of reinstallation, (f) costs of re-inspection, (g) costs of retrofit of the Nonconforming Goods or of IEE’s affected end product, (h) freight charges, (i) charges from IEE’s customers, including but not limited to charges for line stoppage, loss of profit, penalties, etc., and (j) corrective action costs, including but not limited to additional inspection/ audit or quality control systems.

18.5 Supplier accepts that warranty can be calculated using statistical methods based upon representative samples as utilized by IEE and/ or IEE’s customers in their reasonable discretion, as per automotive practices.

19. Unauthorized Parts

19.1 A “**Suspect Part**” is a part, including any software or firmware embedded in a part, in which there is an indication by visual inspection, testing, or other information that it may meet the definition of a Fraudulent Part or a Counterfeit Part. A “**Fraudulent Part**” is any part, including any software or firmware embedded in a part, knowingly misrepresented as meeting required specifications, including without limitation, used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. A “**Counterfeit Part**” is a part, including any software or firmware embedded in part, that has been represented, identified, or marked as genuine, but has been confirmed to be a copy, imitation, or substitute that was created (a) without legal right to do so, and (b) with intent to mislead, deceive, or defraud. Suspect Parts, Fraudulent Parts and Counterfeit Parts are referred to collectively as “**Unauthorized Parts**”.

19.2 Upon IEE discovering that Supplier has delivered to IEE a Good that is or contains an Unauthorized Part (“**Contaminated Good**”), IEE may impound such Contaminated Good and provide notice to Supplier of such action.

19.3 Supplier will promptly notify IEE upon Supplier discovering that Supplier has, or suspects that it may have, delivered a Contaminated Good to IEE. Supplier will immediately impound Contaminated Goods in its possession.

19.4 Promptly upon the occurrence of Sub-section 3 above or IEE notifying Supplier that Supplier has or may have delivered to IEE a Contaminated Good, Supplier will, at Supplier's sole cost and expense, replace such Contaminated Good with a Good that meets IEE's specifications and is not a Contaminated Good.

19.5 Supplier will defend and indemnify IEE from all loss, cost, expense, damage, claim, demand, or liability relating to Supplier's delivery of Contaminated Goods, including without limitation IEE's external and internal costs of removing and replacing Unauthorized Parts or Contaminated Goods, of reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's Goods after Unauthorized Parts have been exchanged.

19.6 IEE may at its election and in addition to any other rights or remedies it may have under to IEE, at law or in equity, have the Contaminated Goods repaired, replaced, or corrected at Supplier's expense, or sourced from an alternate source at Supplier's expense if Supplier does not repair, replace, or correct Contaminated Goods promptly. Supplier is responsible for all related costs, expenses, penalties and damages, including without limitation: the costs of repairing, replacing or correcting Contaminated Goods; the costs of removal, disassembly, failure analysis, fault isolation, overhaul, upgrade, reinstallation, re-inspection, and retrofit of the Contaminated Goods or of IEE's affected end-product; all freight charges; all customer charges; labor costs, including engineering costs, travel and lodging; and all corrective action costs (e.g., costs of additional inspection or quality-control systems).

19.7 Supplier will maintain and provide IEE upon request with documentation that authenticates traceability of the applicable manufacturers utilized by Supplier to obtain or produce all Goods and component parts (including any software or firmware embedded in a Good or component part) under the Contract.

20. Recalls and Service Actions

Supplier is liable for all costs or damages associated with any voluntary or involuntary recalls and/ or service actions of defective (or potentially defective) Goods or any products/ vehicles containing or incorporating such Goods, including but not limited to recalls and/ or service actions by a (direct or indirect) IEE customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will fully participate in the administration of any recalls and/ or service actions conducted by IEE or its (direct or indirect) customer in relation to Supplier's Goods as IEE may reasonably direct. Each Party will cooperate in making available records and other information reasonably required by the other Party in connection with any recalls and/ or service actions.

21. Changes

IEE may, by written notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized IEE procurement representatives may issue changes to the Contract. If any change causes an increase or decrease in the cost of, or the time required for, performing the Contract, an equitable adjustment will be made in the Contract price, delivery dates or both, and the Contract will be modified in writing. Any claim for adjustment under this provision may, at IEE's option, be deemed to be waived unless asserted in writing (including the amount of the claim and adequate supporting documentation) and delivered to IEE within 30 days from the date of the receipt by Supplier of the IEE-directed change to the Contract. If IEE compensates Supplier for property made obsolete or excess by a change, IEE may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the Parties regarding the impact of a change, Supplier will proceed diligently with its performance of the Contract pending resolution of the disagreement.

22. Design and Process Changes

22.1 Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods without IEE's prior express written approval. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

22.2 Supplier will notify IEE of any such potential changes promptly as it becomes aware of them.

22.3 To request approval to change a manufacturing location or subcontracting of process required to manufacture the Goods, Supplier must provide IEE with a plan at least 180 days prior to the proposed start date of implementing such change in the manufacturing location or subcontracting of processes required for the Goods. Any such plan is subject to IEE's written approval, and must result in a reduction in the prices charged by Supplier to IEE for Goods, and must demonstrate that Supplier has taken all necessary actions to avoid negative impacts to IEE, including, but not limited to, maintaining additional inventory, overlapping production schedules, etc. Such price reductions will be agreed to by Supplier and IEE prior to implementation.

22.4 Supplier will be responsible for IEE's costs incurred as a result of changes implemented by Supplier including but not limited to all customer charges; all labor costs, including engineering costs, travel and lodging; all costs to transition to an alternative source of supply; redesign and/ or recertification; and all corrective action.

22.5 Supplier will flow down this requirement in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods, whether such Goods are supplied to Supplier as an end item, a component part of an end item, or an individual piece part.

23. Stop Work

At any time by written notice and at no cost, IEE may require Supplier to stop all or any part of the work under the Contract for up to 120 days ("**Stop Work Order**"), and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time, IEE may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of these General Terms. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

24. Termination

24.1 The non-breaching Party may terminate the Contract if the other Party commits a material breach and fails to remedy the breach within 30 days following receipt of written notice specifying the grounds for the breach. In case of breaches related to safety, health, security, or any misuse or disclosure of IEE's intellectual property rights or Confidential Information, IEE will have the right to immediately terminate the Contract. A material breach includes, but is not limited to, late delivery or delivery of Nonconforming Goods. The solvent Party may terminate the Contract upon written notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If a termination by IEE for breach by Supplier is determined to have lacked cause, such termination will be treated as a termination without cause under Section 24.2. Termination of Supplier by IEE under this Article will entitle IEE to all damages and remedies available at law or equity. Additionally, in the case of Supplier's bankruptcy, or termination of Supplier for default, Supplier grants to IEE a fully paid up, non-exclusive, irrevocable license to Supplier's intellectual property rights embodied or used in the Goods for IEE to make, have made, and sell Goods using such intellectual property rights to fulfill IEE's obligations to IEE's customer(s).

24.2 Except to the extent expressly agreed otherwise in writing in the Contract, IEE may terminate the Contract in whole or in part at any time with or without cause for undelivered/ unperformed Goods upon 30 days' prior written notice.

24.3 If IEE terminates the Contract under Sections 24.1 or 24.2, IEE's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by IEE prior to the date of termination. Upon termination, IEE may require Supplier to transfer title and deliver to IEE any completed Goods and IEE will pay the price for those Goods. IEE may also require Supplier to transfer title and deliver to IEE any or all property produced or procured by Supplier to perform the Contract. IEE will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost or the Contract value, whichever is less.

24.4 To the extent that any part of the Contract is not terminated under Sections 24.1 or 24.2, Supplier will continue performing that part.

25. Cessation of Production

If production of any Good(s) is to be discontinued or suspended within one year after final delivery under the Contract, Supplier must give IEE as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the notice of discontinuance or suspension, Supplier must accept orders from IEE for the Good(s) at the price and on the terms of the Contract.

26. Indemnification and Representation of Ability to Supply

26.1 Supplier will, at its expense, defend and indemnify IEE and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, employees, and customers (collectively "**Indemnitee(s)**") from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, wilful misconduct, or breach of the terms of the Contract. Indemnitee may participate in the defense or negotiations to protect its interests. Supplier will not enter into any settlement or compromise without IEE's prior written consent, which will not be unreasonably withheld.

26.2 Subsection 26.1 shall equally apply for any alleged or actual **(a)** patent, copyright or trademark infringement; **(b)** unlawful disclosure, use or misappropriation of a trade secret; or **(c)** violation of any other third party intellectual property right. If an injunction or restraining order is issued, Supplier will, at IEE's option and Supplier's expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them non-infringing, without loss of functionality.

26.3 Supplier represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Supplier in any way from fulfilling all its obligations, duties, and services under the Contract, including without limitation any exclusivity or non-compete arrangement or any production capacity or capability limitation.

27. Insurance

27.1 Supplier will maintain and carry liability insurance which includes, but is not limited to, **(a)** public & products liability insurance in a sum no less than \$5 million, **(b)** automobile liability in a sum no less than \$5 million, **(c)** professional indemnity ('professional liability' or 'errors & omissions' insurance) in a sum no less than \$5 million (if the Contract is relating to services), **(d)** worker's compensation in an amount no less than the applicable statutory minimum requirement and **(e)** employer's liability in an amount of no less than \$1 million, **(f)** product recall insurance in a sum no less than \$5 million, and **(g)** cyber liability in a sum no less than \$5 million, with insurance carriers with an AM Best rating of no less than A- or equivalent.

27.2 Before delivery of any Goods under the Contract, Supplier will provide to IEE evidence that Supplier maintains the described insurance, and that the coverage will not be changed without 30 days advance written notification to IEE from the carrier(s).

27.3 Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against IEE, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents.

27.4 The amount of or description of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation under the Contract.

28. Confidentiality, Work Product and Data Rights

28.1 All confidential information including, without limitation, specifications, samples, drawings, materials, know-how, designs, processes and other technical, business or financial information ("**Confidential Information**") that has been or will be supplied to Supplier by or on behalf of IEE (including, for the avoidance of doubt, by IEE's affiliates) shall be "**IEE Confidential Information**". IEE Confidential Information shall not include information that **(a)** was in Supplier's possession and not subject to an obligation of confidentiality before receipt from or on behalf of IEE, or **(b)** has become legally available in the public domain

through no fault of Supplier, (c) was rightfully received by Supplier from a third party who had no obligation of confidentiality to IEE, or (d) was independently developed by Supplier outside the scope of this Agreement and without use of information supplied by or on behalf of IEE.

28.2 IEE Confidential Information will remain the property of IEE. It may not be used by Supplier for any purpose other than for performing the Contract, may not be disclosed to any third party, and will be returned to IEE and/ or destroyed/ deleted upon the earlier of IEE's written request or completion of the Contract. If, with IEE's prior written approval, Supplier furnishes IEE Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to IEE for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of IEE's purchase of Goods under the Contract, the terms of the Contract, or either Party's performance under the Contract.

28.3 Confidential Information that Supplier designs, develops or creates in connection with the Contract, whether or not completed, and all derivatives of IEE Confidential Information that Supplier designs, develops or creates shall be "**Work Product**". All rights to Work Product belong exclusively to IEE, with IEE having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection thereof. To the extent that exclusive title or ownership rights in the Work Product may not automatically vest in IEE, Supplier irrevocably assigns, transfers and conveys to IEE all right, title and interest therein. If for some reason the right, title and/ or interest to the Work Product is not assignable to IEE, then Supplier hereby grants to IEE an exclusive (even as to Supplier), world-wide, assignable, paid-up, royalty-free, irrevocable, perpetual license to (a) use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works of the Work Product, (b) use, make, have made and incorporate Work Product in the manufacturing, sale and export of products and/ or services, and (c) authorize or sublicense others to do any, some or all of the foregoing without accounting to Supplier. Supplier will, immediately upon request of IEE, turn over to IEE all Work Product, together with all copies thereof.

28.4 Section 28.3 shall not be construed to restrict, impair or deprive Supplier of any of its rights or proprietary interest in technology or products which existed prior to and independent of the performance of the Contract ("**Supplier Pre-Existing Works**"). With respect to Supplier Pre-Existing Works or other material owned by Supplier incorporated in the Goods, Supplier hereby grants to IEE an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up, assignable license to (a) use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works thereof; (b) use, make, have made and incorporate Supplier Pre-Existing Works in the manufacturing, sale and export of products and/ or services, and (c) authorize or sublicense others to do any, some, or all of the foregoing without accounting to Supplier.

28.5 Supplier acknowledges that IEE is the owner of all right, title and interest in, and to, any trademarks used in the provision of the Goods, except for such as owned by Supplier and/ or its sub-suppliers (the "**Trademarks**"). All goodwill resulting from the use of the Trademarks by Supplier, including any additional goodwill that may develop because of Supplier's use of the Trademarks, will inure solely to the benefit of IEE, and Supplier will not acquire any rights in the Trademarks except those rights specifically granted in the Contract or a writing signed by IEE. Supplier will use the Trademarks in strict conformity with the Contract and any instructions received from IEE. Supplier shall not (a) use the Trademarks in any manner likely to diminish their commercial value; (b) knowingly use any name, domain name, logo or icon likely to cause confusion with the Trademarks; (c) make any representation to the effect that the Trademarks are owned by Supplier rather than IEE; (d) file or obtain, or cause any third party to file or obtain, any applications or registrations or domain names for the Trademarks or any terms confusingly similar to the Trademarks; or (e) challenge the validity of IEE's ownership of the Trademarks. Supplier further will not, at any time, contest the validity of the Trademarks or assert a claim or any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto.

28.6 If the Goods delivered incorporate or contain any third party intellectual property ("**Third Party IP**"), Supplier will obtain, at no cost to IEE, an irrevocable, unrestricted, paid-up, perpetual, worldwide license to use, duplicate, modify, distribute, display, benefit from and otherwise use, directly or through its authorized third parties, such Third Party IP to enable the full use and benefit of the Goods for IEE's business purposes. Supplier represents, warrants and covenants that the Goods will not contain any Third-Party IP unless Supplier obtains this license for IEE.

28.7 "Data" as used in this Subsection means all information that is collected by, generated by and/ or otherwise accessible through the Goods, and/ or the development and/ or manufacturing of the Goods, and/ or result from the use or operation of the Goods. Without limiting any other rights or restrictions the Parties might have under the Contract, Supplier hereby grants IEE access and the perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license (i) to retain, use, copy, publish, prepare derivative works of and modify (collectively "**Use**") the Data for any purpose; (ii) to provide the Data to third parties for Use on IEE's behalf; and (iii) to license the Data to third parties for any purpose, provided that in all cases (i)-(iii) IEE uses commercially reasonable efforts to ensure that such Data is aggregated such that neither Supplier nor any individual data source are personally identifiable.

29. Personal Data

Supplier will process contact details of IEE employees and its contractors ("**Personal Data**") solely for the purposes of performance of the Contract and in accordance with the written instructions of IEE; not disclose or otherwise make available Personal Data to any third party, unless it has obtained prior written approval from IEE and has entered into a written agreement with the third party requiring them to abide by terms no less protective than those in the Contract; provide reasonable assistance, information and cooperation to IEE to ensure compliance with IEE's obligations under applicable data protection laws, including responding to requests for exercising data subjects' rights and allowing for, and contributing to, audits conducted by IEE or another auditor mandated by IEE; promptly, but in any case within 48 hours, notify IEE after discovery by Supplier of any security breach; within one (1) business day respond to all inquiries from IEE and notify IEE of all inquiries from an individual or a data protection authority or other government regulator regarding any aspect of Supplier's processing of Personal Data (including a security breach); implement and maintain, at its cost and expense, appropriate technical and organizational measures in relation to the

processing of Personal Data by the Supplier so as to ensure an appropriate level of security in respect of Personal Data processed by it; not engage a sub-processor to process Personal Data without IEE's prior specific or general written consent and, if IEE gives its consent, Supplier shall appoint the sub-processor under a binding written contract which imposes the same data protection obligations as are contained in the Contract on the sub-processor and Supplier shall remain fully liable to IEE for the performance of each sub-processor's obligations. In the case of general written consent, Supplier shall notify IEE of any intended changes concerning the addition or removal of sub-processors and IEE shall have the right to object to any such changes before they take place; and comply (and ensure that its sub-processors comply) with applicable data protection laws at all times.

30. Records and Audit

30.1 Records: Supplier will retain and preserve all records and materials, including invoice records, pertaining to the Goods provided under the Contract for a period of ten (10) years after the final delivery or termination of the Contract or for the period prescribed by applicable law, whichever period is longer. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials. Supplier will provide IEE's auditors, at IEE's request, quarterly financial statements, along with a certificate of an officer of Supplier responsible for the preparation of such financial statements, attesting to the accuracy and completeness of such financial statements, and verify that Supplier is in good financial condition and is not in default with respect to any obligations, including, without limitation, to its lenders and suppliers.

30.2 Audit: For a period of ten (10) years from the date of last delivery or for the period prescribed by applicable law, whichever period is longer, IEE will have the right in connection with the Contract to conduct on and offsite audits. Supplier will provide and will cause each of its sub-tier suppliers to provide, access for IEE's auditors to Supplier's and Supplier's sub-tier suppliers' books and other pertinent records and any other information as requested by IEE's auditors. During the audit, if any invoice submitted by Supplier is found to be in error, an appropriate adjustment including the costs of the audit will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting payment or credit will be issued promptly. Supplier will promptly correct any deficiencies discovered as a result of the audit.

31. Assignment and Subcontracting

Supplier will not assign the Contract or any rights or obligations under the Contract or subcontract all or any aspect of the work called for without the prior written approval of IEE. Any transfer of the Contract by Supplier by merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Supplier will constitute an assignment for the purposes of the Contract. Any assignment or subcontracting without IEE's written approval will be voidable at the option of IEE. IEE may assign the Contract or any of its rights or obligations under the Contract to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the IEE product line or business to which the Contract relates without Supplier's consent and upon written notice to Supplier. Supplier will be responsible for all its subcontractors and any act or omission of the subcontractor will be deemed an action or omission from the Supplier for the purpose of the Contract.

32. Relationship of Parties/ Independent Contractor

Nothing in the Contract will be construed to place Supplier and IEE in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party has the authority to obligate or bind the other in any manner. Nothing contained in the Contract will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. The Parties agree that Supplier will perform its obligations under the Contract as an independent contractor. Supplier will be solely responsible to exercise full control of, supervision over and responsibility for Supplier's personnel, its subcontractors, its agents and any employee of any of the foregoing, including the employment, direction, compensation and discharge of Supplier's personnel, its subcontractors or its agents, and any employee of any of the foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

33. Compliance with Laws and Integrity

33.1 Supplier will comply with applicable laws and regulations and IEE's Charter of Values ("Code") in performing the Contract. A copy of the Code may be obtained at <https://www.iee-sensing.com/en/about/a-sustainable-approach/our-charter-of-values.html> (URL subject to change). Supplier agrees to abide by and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with applicable laws and regulations.

33.2 Supplier must have a management system dedicated to compliance with applicable environmental, health and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment (for example: ISO14001/ OHAS 18001/ ISO45001). Upon request, in form and substance satisfactory to enable IEE to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH"), Supplier will provide IEE with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under the Contract, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH promptly but no later than 45 days of receiving such request. Supplier agrees that it will include any IEE "Identified Use" in its REACH registrations or applications for authorization, unless Supplier notifies IEE that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case IEE will have the right to terminate the Contract without incurring any damages.

33.3 Absent IEE's prior written consent, no Goods will contain any of the substances identified in Article 4.1 of the European Parliament Directive 2011/65/EU (collectively, the "RoHS Directives") as such RoHS Directives are updated from time to time, or similar applicable laws or regulations, restricting the use of hazardous materials in other jurisdictions. Goods will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances. Supplier will avoid use of materials of concern in the Goods provided to IEE, including but not limited to persistent, bio accumulative toxic (PBT) substances,

persistent organic pollutants (POP's) (e.g. PCB's, mercury, certain insecticides-DDT, chlordane etc.), carcinogens (known or suspected), mutagens, radioactive materials, reproductive toxins (known or suspected), beryllium, hexavalent chromium, asbestos or other respirable fibers, ozone depleting substances, brominated flame retardants or nanoparticles. Supplier will proactively inform IEE of any above listed substances content in any Goods supplied under the Contract.

33.4 If applicable, Supplier will be responsible for all costs and liabilities for or relating to the disposal and/ or recycling of materials, waste, and products.

33.5 Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with the Contract are accurate, current, and complete (at time of delivery of the respective Goods), and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with the Contract. Supplier agrees to indemnify and hold IEE and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Supplier was inaccurate, non-current or incomplete or due to Supplier's non-compliance with any applicable law or regulation.

33.6 Supplier agrees to comply with any End-of-Life Vehicle ("ELF") laws or regulations or IEE's and/ or its customers' requirements related to eliminating or controlling restricted substances in the Goods including, but not limited to, compliance with the Global Automotive Declarable Substance List ("GADSL") requirements and data entry of materials in Supplier's Goods into the International Material Database System ("IMDS"). Information on GADSL may be obtained at <http://www.gadsl.org>.

34. Conflict Minerals Compliance

In accordance with applicable conflict minerals laws, IEE must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic Republic of the Congo and adjoining countries ("Conflict Minerals"). To the extent Supplier supplies direct materials containing 3TG to IEE under the Contract, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to IEE. If requested, Supplier will promptly provide information or representations that IEE reasonably believes are required to meet its conflict minerals compliance obligations.

35. Applicable Law and Forum

35.1 Luxembourg

35.1.1 If IEE is a legal entity formed under the laws of the Grand-Duchy of Luxembourg, the construction, interpretation, and performance thereof and all transactions hereunder shall be governed by the laws of the Grand-Duchy of Luxembourg without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out of or relating to the Contract, including the breach, termination or validity thereof, not resolved by the Parties through good faith negotiations, shall exclusively be submitted for full and final resolution in arbitration by three (3) arbitrators in accordance with the arbitration rules of the International Chamber of Commerce ("ICC"). Place of arbitration shall be the city of Luxembourg.

35.1.2 The language of the arbitration shall be English.

35.1.3 IEE reserves the right to bring an action under the applicable law in any court having jurisdiction over Supplier, including but not limited to at Supplier's main place of business and/ or manufacturing site(s), to enforce any rights or actions under the Contract, in which case such actions shall be the exclusive means for both Parties to resolve all disputes arising under or related to the Contract.

35.1.4 Either Party may seek from any court having jurisdiction over the respective other Party any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrators' determination of the merits of the controversy.

35.1.5 If a dispute shall be resolved by arbitration as per this Section 35, and the dispute or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before a court of competent jurisdiction.

35.2 USA

If IEE is a legal entity formed under the laws of the United States, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of the State of Michigan, USA, without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out of or relating to the Contract, including the breach, termination or validity thereof, not resolved by the Parties through good faith negotiations, shall be subject to the exclusive jurisdiction of the courts of Michigan and the Parties stipulate to the convenience of the Circuit Court for Oakland County, USA. IEE reserves the right to bring an action under the chosen law of Michigan in any court having jurisdiction over Supplier, including but not limited to at Supplier's main place of business and/ or manufacturing site(s), to enforce any rights or actions under the Contract.

35.3 Slovakia

If IEE is a legal entity formed under the laws of the Slovak Republic, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by laws of the Slovak Republic, without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out of or relating to the Contract, including the breach, termination or validity thereof, not resolved by the Parties through good faith negotiations, shall be subject to the exclusive jurisdiction of the courts of Slovak Republic. IEE reserves the right to bring an action under the applicable law in any court having

jurisdiction over Supplier, including but not limited to at Supplier's main place of business and/ or manufacturing site(s), to enforce any rights or actions under the Contract.

35.4 Mexico

If IEE is a legal entity formed under the laws of Mexico, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of Mexico without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute or claim resulting from the Contract, including but not limited to these Terms and Conditions, including the non-compliance, revocation, breach, termination, or validity thereof, not resolved by the Parties through good faith negotiation, shall exclusively be submitted for full and final resolution in arbitration by three (3) arbitrators in accordance with the arbitration rules of the Mexico City National Chamber of Commerce (the "MCNCC"). Place of the arbitration shall be the city of Mexico City. Subsections 35.1.2, 31.5.4 and 35.1.5 shall apply respectively.

35.5 China

If IEE is a legal entity formed under the laws of the People's Republic of China, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of The People's Republic of China without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out or relating to the Contract, including the breach, termination, or validity thereof, not resolved by the Parties through good faith negotiations, shall exclusively be submitted for full and final resolution in arbitration by three (3) arbitrators in accordance with the arbitration rules of the China International Economic Trade Arbitration Commission (the "CIETAC"). Place of arbitration shall be Beijing. Subsections 35.1.2, 35.1.4 and 35.1.5 shall apply respectively.

35.6 Japan

If IEE is a legal entity formed under the laws of Japan, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by laws of Japan, without regard to or application of (i) its principles or laws regarding conflicts of laws and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out of or relating to the Contract, including the breach, termination or validity thereof, not resolved by the Parties through good faith negotiations, shall be subject to the exclusive jurisdiction of Tokyo District Court for the first instance. Notwithstanding the preceding sentence, IEE reserves the right to bring an action under the applicable law in any court having jurisdiction over Supplier, including but not limited to at Supplier's main place of business and/ or manufacturing site(s), to enforce any rights or actions under the Contract.

35.7 Korea

If IEE is a legal entity formed under the laws of the Republic of Korea, the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of the Republic of Korea without regard to or application of (i) its principles or laws regarding conflicts of laws, and (ii) the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any litigation, dispute, or claim arising out or relating to the Contract, including the breach, termination, or validity thereof, not resolved by the Parties through good faith negotiations, shall be subject to the exclusive jurisdiction of the Seoul Central District Court, Republic of Korea.

36. Publicity

Supplier will not use IEE's name or trademarks or refer to or identify IEE in any advertising or publicity releases or promotional or marketing materials without IEE's prior written approval. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that IEE's use of Goods constitutes IEE's endorsement of Goods.

37. Waiver

The failure or delay of either Party to enforce any of the provisions of the Contract will not be construed to be a continuing waiver of those provisions, nor will any failure or delay prejudice the right of the Party to take any action in the future to enforce any provision. No waiver from IEE shall be effective unless set forth expressly in writing and signed by IEE.

38. Severability

If any provision of the Contract and/ or these Terms and Conditions (or a portion thereof) is held to be illegal, invalid, or unenforceable, it shall be construed in a manner that renders it valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction, and that the remaining provisions will remain in full force and effect.

39. Survival

All provisions of the Contract and these Terms and Conditions which by their nature should apply beyond the Contract term will remain in force after any termination or expiration of the Contract.