

TERMS AND CONDITIONS OF PURCHASE OF LISI AUTOMOTIVE LLC, LISI AUTOMOTIVE HI VOL and LISI AUTOMOTIVE MONTERREY – SEPTEMBER 2018

These Terms and Conditions of Purchase apply to Buyer's Purchase POs or Scheduling Agreements, or when referenced in any of Buyer's other documentation.

1. DEFINITIONS. These Terms and Conditions (the "Terms and Conditions") are incorporated into and made a part of each purchase PO. "Goods" and "Services" mean any kind of goods and/or services purchased by the purchaser of Goods and/or Services (referred to as "Buyer") and supplied and/or performed by the supplier (referred to as "Supplier") of such Goods and/or Services, together referred as the "Parties". All material information applicable to the purchase of Goods and/or Services (such as, but not limited to: the identity of Supplier and Buyer, the designation of the Goods and/or Services, the quantity of the Goods, the delivery information) shall be set forth in the Purchase Order (the "PO") issued by Buyer. The complete and final "Contract" refers to all terms and conditions, including but not limited to: the PO including these Terms and Conditions, the annexes, or any supplemental terms and conditions referenced herein, applicable between Buyer and Supplier.

2. SCOPE AND ACCEPTANCE OF P.O.

2.1 Scope. These Terms and Conditions shall exclusively govern the Contract. The Supplier recognizes that he accepts them and had the opportunity to negotiate them. The Contract will consist of the following documents in descending order of priority: (a) the PO including these Terms and Conditions, and the acknowledgment of receipt of the PO without any reservation, (b) the Buyer's specifications, (c) the Buyer's supplier's charter and the supplier quality manual, (d) the Supplier's technical Offer, its catalogue, leaflets, (e) the drawings, studies, quotations and technical documents and other ones transmitted during the Request For Quotation by each party and accepted by the other one (f) the invoice, (g) the delivery note. Any shipment of Goods and/or performance of Services by Supplier shall be deemed to be solely governed by the Terms and Conditions contained or referenced herein, except to the extent that an authorized representative of Buyer may otherwise expressly consent in writing.

2.2 Plans, studies, descriptions. All the quotations, descriptions, drawings, tables, calculations, trial sheets, technical instructions and descriptive instructions for the Supplies, the process for use, assembly or manufacturing and the specifications in particular (hereinafter "Information"), if the case applies, submitted on whatever support and in whatever form to the other party are sent by Buyer to the Supplier so that it can establish its Supply bid or are sent by Supplier to Buyer in support of its bid complying with the Buyer's request for quotation. During the consultation stage, this Information is sent in the scope of a loan for use for assessing and discussing the Supplier's bid. They will not be used by the Supplier for other purposes or reasons and should be returned on simple request from Buyer. Each Party remains the owner of its own information. The Supplier acknowledges that he has received all the appropriate and relevant information needed to understand the needs of the Buyer, to give its advice, information and warning as the case may be, and to issue its quotation.

2.3 Submission of samples. The samples or prototypes sent by Buyer in the scope of the consultation or during execution of the Contract are not to be disclosed to a third party (for example, a subcontractor) except with the express authorisation of Buyer. Buyer's review or approval of any samples, drawings, specifications or other data developed by Supplier in connection with the PO will not limit Supplier's responsibility under the warranties contained herein or alter the cost, rate of output or delivery requirements of the PO.

2.4. Tools. The possible studies and plans made by the Supplier as well as tools specially manufactured for carrying out the PO or tools made available by the Supplier, in particular, moulds, or tools for carrying out the supplying or for technical controls (hereinafter "Tool") become the property of Buyer. The Supplier returns them to Buyer on first request. The Tools are exclusively used for carrying out Buyer's Contracts; the Supplier is not allowed to use them for a third party. Failing which, Buyer will claim for damages. The Tools are kept by the Supplier in good working condition, maintenance and repair costs are to be paid for by the Supplier. Except in case of particular agreement foreseen in the Contract, the renewal of the Tools is to be paid for by the Supplier. No retention right can be exercised by the Supplier as regards the Tools that will have to have a Buyer's ownership label; items which are given as guarantee to Buyer cannot be seized by the Supplier's creditors. The Supplier will take out an insurance policy to cover his liability to pay for direct and indirect losses and damages caused to the Tools during their contractual use (including the operating loss of Buyer that results from it).

3. DELIVERY- ACCEPTANCE. Delivery is of the essence in the Contract and shall be in strict compliance with the schedule and quantities contained in the PO. Goods contained in the PO shall be delivered to the location specified in the PO according to the applicable Incoterm (2010 Edition).

3.1 Notification. If Supplier encounters or anticipates difficulty in meeting the delivery schedule specified on the PO, Supplier shall immediately notify Buyer in writing, giving pertinent details, the reasons for the delay, the actions being taken to mitigate the risks of damage, and to overcome or minimize the delay, and to provide Buyer with a written recovery schedule, provided however that such data shall be for informational purposes only and shall not be construed as a waiver by Buyer of any delivery schedule, date, of any rights, or remedies provided by law and/or the Contract.

3.2 Failure. In case Supplier fails to meet its scheduled delivery dates and Buyer calls for expedited shipments to avoid or minimize delay to the maximum extent possible, Buyer, in addition to its other rights, (a) may direct expedited routing and charge Supplier for any excess costs incurred as a result, and (b) may charge Supplier for any costs incurred by Buyer and/or Buyer's customers for production delays or stoppages caused by Supplier's failure to meet such schedules. Such costs may include, without limitation, inbound and outbound premium freight, excess scrap premium and operational and overtime expenses. Supplier may not suspend performance of the PO for any reason. Supplier shall also pay a compensation calculated by the number of calendar days (or part thereof) by which the delivery is late and by the amount of half one per cent (0, 5%) of the value of the concerned Goods and/or Services per delayed calendar day, unless otherwise agreed between Buyer and Supplier. Supplier agrees that the compensation payable to Buyer is a genuine pre-estimate of the loss suffered by Buyer due to the late delivery of the Goods and/or late performance of Services. Buyer reserves the right to claim for justified damages and losses.

3.3. Acceptance of the PO. Acceptance of the PO by Supplier implies unreserved acceptance of these Terms and Conditions. Acceptance of the PO in its entirety shall be deemed when Supplier does any of the following within fourteen (14) calendar days of the PO's receipt, unless otherwise stated in the PO (a) begins performance under the PO, (b) acknowledges the PO, or (c) engages in any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order made by Supplier in writing. Supplier's failure to reply or acknowledge the PO within fourteen (14) calendar days period of receipt or performance of the PO shall constitute unreserved acceptance of the Contract. Nevertheless, Buyer is entitled to cancel at no cost any PO insofar that Supplier has not acknowledged receipt of the PO, without incurring any liability whatsoever.

3.4 Relationship of Parties. Supplier, including anyone engaged by it to aid in the performance of its obligations hereunder, and Buyer are independent contracting parties and nothing in this Contract shall make either party the agent, employee or legal representative of the other, nor does this Contract grant either party any authority to assume or create any obligation on behalf of, or in the name of, the other.

3.5 Acceptance of the Goods and/or Services. Notwithstanding any acts of Buyer that may be deemed under applicable law to constitute acceptance of the Goods, inspection such as dealt with in Section 9, use or payment for delivered Goods will not constitute acceptance thereof. Buyer may reject any Goods that do not meet the specifications set forth in or incorporated into the PO. Buyer may return any such Goods to Supplier for reimbursement, credit, replacement or correction as Buyer may direct, or Buyer may correct and/or replace such Goods at Supplier's cost. Any Goods rejected by Buyer

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will be at Supplier's risk and expense. Supplier will reimburse Buyer for any reasonable costs that result from rejection or correction of nonconforming Goods, including without limitation packaging, handling and transportation costs.

3.6 Packaging. Buyer may revoke its acceptance of Goods at any time, whether or not a substantial modification to the Goods has been made, if the value of the Goods to Buyer is substantially impaired by a defect or nonconformity in the Goods.

3.7 Traceability. Buyer's acceptance, inspection such as dealt with in Section 9, or failure to inspect does not relieve Supplier of any of its obligations or warranties. Nothing in the PO releases Supplier from the obligation of testing, inspection and quality control.

4. CHANGES

4.1 Changes in the PO. Buyer may at any time by a written notice, and without notice to sureties or assignees, make changes to the PO and Supplier agrees to accept such changes. Supplier will promptly make any change requested by Buyer. In order for Supplier to request a reasonable difference in price or time for performance as a result of such a change, Supplier must notify Buyer of its request in writing within ten (10) working days after receiving notice of the change. Buyer may request additional documentation from Supplier relating to request for adjustments. After receiving all requested documentation, Buyer may, in its discretion, equitably adjust the price or time for performance. The PO shall be modified in writing accordingly. Pending the negotiation regarding any adjustment to price resulting from any change by Buyer hereunder, Supplier shall continue performing its obligations under the PO, including making the change by Buyer.

4.2 Changes in Supplier's process. No Change shall be implemented by Supplier without the prior written consent of Buyer. Such change may include, but is not limited to: changes in the material, content, design, specifications, manufacturing processes, a new or modified process flow, equipment, packing, marking, shipping, pricing, delivery dates or places, or any transfer of the production by Supplier to another plant or to a sub-contractor. Depending on the impacts of the Change, Buyer may decide to launch a new qualification process and/or Buyer may undergo a new qualification process by its own. In such an occurrence, Supplier shall inform diligently Buyer under written form of any Change, a Change being defined as a change in the operational sequence or in the process of Supplier. If, at any time during the Contract, Supplier is able to propose a change to the technical specifications or to manufacturing process of the Goods, or Services which reduces the cost of the Goods or Services, the Parties shall mutually agree on the associated savings, which savings shall be reflected as a reduction in the price of the Goods and /or Services. After discussions between both Parties, Buyer will inform Supplier about all costs associated with or resulting from a Change which may be borne by Supplier.

5. QUALITY – INGREDIENTS DISCLOSURE – HEALTH, SAFETY & ENVIRONMENT SAFETY – SUSTAINABILITY, CORPORATE RESPONSIBILITY

5.1 Quality requirements .Supplier will comply, in all respects, and will cause its subcontractors and suppliers to comply, in all respects, with Buyer's quality requirements and procedures as amended or updated from time to time and as incorporated by reference in the Contract. Supplier will promote continuous improvement in the quality of the Goods and Services, and Supplier's manufacturing and logistics processes. Supplier will maintain an inspection and quality system acceptable to Buyer and in conformity with all drawings, specifications and data that are referred to or incorporated into the PO, and with any applicable international automotive quality standards and quality programs of Buyer. Supplier will (a) maintain adequate authenticated inspection and test reports, affidavits, and certifications relating to the work performed under the PO, (b) retain such records for a period of ten years after completion of the PO or as otherwise specified by Buyer, and (c) make such records available to Buyer upon request. Supplier acknowledges that Buyer may reduce its incoming inspection procedures in reliance upon Supplier's maintenance of a quality system as required by these Terms of Purchase.

5.2 Ingredients Disclosure; Special Warnings and Instructions. Supplier will promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients and materials incorporated in the Goods and Services (b) the amount of such ingredients and materials; and (c) information concerning any changes in or additions to such ingredients and materials. Prior to and with the shipment of the Goods and the provision of Services, Supplier agrees to furnish to Buyer sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the goods, containers and packing), of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of Goods, and provision of Services together with such special handling instructions as may be necessary. Upon Buyer's request, Supplier will certify to Buyer in writing the origin of any ingredients or materials in the Goods and Services.

5.3 Health, Safety and Environment/Sustainability/Corporate Responsibility:

(a) Supplier will maintain a system designed and implemented to achieve compliance with all applicable legal and other recognized standards relating to the protection of health, safety and environment ("HSE"), sustainability, and corporate responsibility ("HSE Requirements") and aiming for continuous improvement. Supplier shall periodically assess such system and implement continuous improvement opportunities. Upon written request, Supplier shall provide Buyer with documentation of such system.

(b) All Goods provided by Supplier under the PO will be formulated, designed, constructed, finished, packaged and labeled as to comply with all applicable HSE Requirements, including but not limited to:

- Ensuring the Goods -comply with any applicable marking requirements, -bear a properly affixed mark as appropriate, -and have a certificate of conformity and comply with all necessary technical specifications;

- Fully disclosing to Buyer all materials and substances contained in the Goods.

(c) Supplier agrees to economically use raw materials, energy, water and other natural resources and to seek continuous improvement in the environmental sustainability of the Goods throughout their life-cycle (production, use and disposal).

(d) Supplier agrees to supply information requested by Buyer to satisfy Buyer's own HSE Requirements, including responding to regulatory and/or customer requests regarding the composition and environmental sustainability of the Goods, including energy use.

(e) Supplier agrees to comply with all French legislation to fight against corruption in the performance of services agreed contractually. This obligation includes in all cases the prohibition of unlawful payments or the granting of other illegal benefits to public officials, trading partners, their employees, family members or other partners, and the prohibition of facilitation payments to public officials and others. The contracting parties shall assist one another in the prevention of corruption and, in particular, inform each other without delay whether they know or suspect cases of corruption in a reasonable relationship with the Contract or its implementation. The breach of this clause by the Supplier constitutes a material breach and may result in the immediate termination of the contract and / or legal action. In addition, the Supplier shall hold harmless and shall indemnify the Buyer against all costs, claims, damages and expenses (including reasonable legal fees) incurred as a result of a breach of this obligation.

6. SUPPLIER'S QUALITY MANAGEMENT. Supplier shall have an effective quality system which encompasses its operational process procedures and related performance measurement through the compliance with the requirements of ISO TS 16949 and ISO 9001 or equivalent and including: (a) continuous improvement policy, (b) preventive actions plans, (c) an industrial risk analysis methodology, inventory, production capacity and backorder management policy, processes and procedures, (d) monitoring policies of their subcontractors with specific recovery plan and dedicated continuous improvement actions and (e) altogether with their key performance indicators (KPI) and related performance matrix with defined objectives. In addition,

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Supplier shall verify the integrity and applicability of the procurement plan sent by Buyer prior to inputting the information of demand/purchase into their production management system.

7. QUANTITIES. The PO requires Supplier to supply Buyer's requirements for the Goods in such quantities as transmitted by Buyer to the Supplier during the term of the PO, and Supplier will supply all such Goods on such dates and times, at the price and on the other terms specified in the PO. Any volumes ordered by Buyer to Supplier, including volumes identified as projected or estimated or quantities noted as "planning", "forecast" or with words of similar meaning, including forecasted volumes in any requests for quotation, are for planning purposes only and do not represent a commitment or obligation to purchase a specified quantity. Unless otherwise expressly stated in the PO, Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, to Supplier with respect to Buyer's quantity requirements. Delivery Schedules are part of the PO, are governed by these Terms of Purchase and are not independent contracts. Supplier accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Delivery Schedules. Goods shall not be supplied in advance of Buyer's schedule or in excess of quantities and shipping tolerances, if any, specified in the PO, and shall otherwise remain at Supplier's risk. If Supplier delivers Goods in advance of Buyer's PO, Buyer may either (a) return such Goods at Supplier's expense for proper delivery, or (b) withhold payment for such Goods until the Delivery Schedule due date, and place such Goods in storage for Supplier's account until the Delivery Schedule date.

8. LOGISTICS-PACKING-DELIVERY-RECEIPT-TRACEABILITY

8.1 Logistics. Buyer has to comply with the logistics requirements of its customers, that become more and more demanding (just in time, pull system, breakdown of deliveries into individual operations, etc.). The Supplier should adhere to these requirements, continually improve its service and make the effort needed to create flexibility. Buyer reserves the right to check, according to a logistics evaluation reference, the logistics services of its Supplier (monitoring of the method of placing POs for its materials, monitoring of capacities, stock and PO management, in particular).

8.2 Packaging. All Goods to be delivered hereunder shall be packaged in compliance with the requirements of the PO and the best practices, to insure safe arrival at their destination, to secure the best transportation means and to comply with the applicable local laws and with requirements of common carriers. Supplier shall ensure that Goods are shipped with: the documents in compliance with all applicable standards and regulations at the date of delivery, the certificate of conformity in compliance with Buyer's instruction, the necessary documentation for the proper use, storage and maintenance thereof, shipping memos or packing list, and more generally any document required by Buyer.

8.3 Traceability. Supplier shall maintain at all times (in written or recorded form) an effective system for the traceability of the Goods and Services including, without limitation, technical means which enable to identify the relevant manufacturer and batch number of the said Goods and Services and undertakes to provide Buyer with all such information. Supplier undertakes to archive copies of its all work product, included but not limited to technical documents relating to its manufacturing process, and all elements used for the entire and proper performance of the PO for a period of five (5) years for Goods and Services after the expiry or termination of the PO.

9. INSPECTION

9.1 Buyer may not perform incoming inspections such as outlined in Section 3.6, of the goods and Supplier waives any requirement that Buyer conducts such inspections.

9.2 Buyer, its customers, or any other higher tier contractor, may access any document, audit, supervise or examine the work to be performed under the Contract. Supplier shall assist and grant Buyer access to its premises as well as its sub-contractors' premises. Any costs incurred by this supervision and any measures required shall be borne by Supplier. Supplier undertakes to provide all information, facilities and assistance necessary to Buyer during the inspection. Buyer shall be entitled to inspect Goods and/or Services referenced in the PO at all reasonable times and places, from acceptance of the PO to the shipment of the Goods. The right of inspection covers without limitation: materials, components, work in process, documents...

10. PRICES PAYMENT SET OFF

10.1 Prices. Unless otherwise specified, prices are fixed and firm and are as per Incoterm (2010 edition) specified in the PO. Prices shall include all applicable taxes and customs duty. Supplier will list separately on its invoice any such tax lawfully applicable to the Goods and payable by Buyer. No charges will be allowed for packing, crating, or storage. Supplier represents and warrants to Buyer that the Goods and Services are sold to Buyer at Supplier's lowest prices for the same quality and quantities of Goods and Services offered for sale or sold to other customers.

10.2 Invoices. The invoice for each delivery must be sent to the Buyer's address specified in the PO. Supplier shall be paid by bank transfer, according to the payment terms as stipulated in the PO, and upon submission of properly prepared invoice such as documented in accordance with Buyer's instructions for Goods and/or Services delivered to and accepted by Buyer. Any adjustments due to shortages, rejection or other failure to comply with the provisions of the Contract may be made by Buyer before payment.

10.3 Set-Off. Delays in receiving an invoice, errors or omissions on an invoice, or lack of supporting documentation required by the PO, or any amounts due to Buyer or its affiliated entities from Supplier or its affiliated entities will be cause for withholding payment without losing applicable discounts. Without prejudice to any other right or remedy, and to the extent permissible by law, the Buyer reserves the right to set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier. If the Purchaser makes an advance or a down payment and the PO includes a price revision clause, the price of the Goods and/or Services will be fixed for the part of the PO concerned by such advances and down payments.

10.4 Competitiveness. If Buyer receives an offer from another supplier, including but not limited to an affiliate of Buyer, to supply any Goods at a total cost (calculated in Buyer's reasonable sole discretion) below that in effect for the Goods under the applicable Contract, Buyer may present evidence of such lower total cost to Supplier, and (a) Supplier will agree to meet such total cost for the Goods within ten (10) days of receipt of such notice for the remaining duration of such Contract, or (b) Buyer shall have the right to purchase the Goods from the other supplier. Buyer shall also have the right to: A) terminate the applicable Contract; or B) remove the affected Goods from the applicable Contract.

Buyer's only liability for exercising such option shall be to pay for (a) Goods already delivered to Buyer as of the date of termination and (b) Goods ordered prior to termination that are subsequently delivered pursuant to the applicable Contract.

Liability for Goods that are purchased but not yet delivered above is limited to POs that are within the applicable firm Lead time at the time of the notification, not to exceed six (6) weeks, unless otherwise directed by Buyer in writing.

11. PRODUCT WARRANTIES

11.1 Supplier warrants that:

-all Goods and/or Services furnished pursuant to the PO (a) will conform to all applicable specifications, instructions, drawings, data, samples or other descriptions furnished or adopted by Buyer, (b) will be merchantable, of good material and workmanship, and free from defect, (c) will be as described and advertised and fit for the intended purposes, will be fit and sufficient for the purposes intended by Buyer (Supplier is responsible for determining Buyer's purposes and assuming the suitability of the Goods and Services to operate within those purposes and the operating environment of the final product. (d) will be free from all liens and encumbrances, and (e) will conform with all laws, legal requirements and regulations as stated in these Terms and Conditions, including but not limited to all national and international applicable bribery acts or rules, and:

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-all applicable export, re-export and import laws, regulations, decrees, POs and in particular, policies of the United States Government of AMERICA / MEXICO and the Government of any country in which the Parties conduct business pursuant to the Contract.

These warranties are in addition to all other warranties expressed, implied or statutory, including the warranty for hidden defects, when applicable.

11.2 The term of this warranty by the Supplier shall be the longer of: the duration of any warranty provided by Buyer in connection with Buyer's sale of the final product, which duration will be provided by Buyer upon written request, or, thirty-six months (36) from the date the related final product is sold to the Buyer's customer.

12. NON COMPLIANCE OF GOODS AND/OR SERVICES

12.1 Information and communications in the event of non-compliance. If Supplier anticipates any noncompliance potentially affecting delivered Goods and/or performed Services, Supplier must immediately inform Buyer, identifying the delivered Goods batches and/or performed Services likely to be affected, specifying the nature of the non-compliance, the consequences thereof, and a list of other customers also informed.

12.2 Noncompliance. Any Good and/or Service which does not comply with the PO specifications will be rejected by the Buyer. Supplier shall organize, at its own expense, the return of the defective Goods within a maximum of fourteen (14) calendar days of the notice of rejection; otherwise Buyer will organize the return of the Goods and/or Services at Supplier's risk and expense. Goods and/or Services rejected by Buyer will be considered as undelivered and will be deducted from the current invoices. Failure to discover defects in Goods and/or Services or payment of Goods and/or Services shall not constitute acceptance thereof or limit any of Buyer's rights, including without limitation, those under the warranty provisions of the Contract.

12.3 Replacement of rejected Goods and rework of Services. At Buyer's request, Supplier shall: (a) repair or replace defective Goods as soon as possible at its own expense, and/or (b) rework defective Services as soon as possible at its own expense, without prejudice to Buyer's rights to indemnification by Supplier for all suffered damages. Warranty on the replaced or repaired Goods will begin upon their acceptance. Late delivery payment will commence from the acceptance of the replaced or repaired Goods and/or the reworked Services.

12.4 Corrective action. Supplier must take appropriate corrective actions as quickly as possible in the event of serious and/or repeated noncompliance. At the same time, Supplier must take all measures to honor the PO with Goods and/or Services that comply with the PO specifications. All costs for checking or supervision performed by Buyer and/or a third party empowered by Buyer will be borne by Supplier. In case these corrective actions are not performed or planned within the requested time and conditions, Buyer reserves the right to carry out the operation by means of its choice and to charge the corresponding costs to the Supplier, after prior notification.

13. INDEMNIFICATION

13.1 General Supplier shall indemnify, defend, and hold harmless Buyer and its respective officers, directors, employees, customers, users and agents' employees, from any breach of these warranties arising out of, occasioned by, attributable or related to

- (a) the non-conforming Supplies; ii) any breach of any representation or warranty made by Supplier;
- (b) any failure by Supplier to perform or fulfill any of its covenants or due to its acts or omissions;
- (c) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier; or
- (d) any act or omission, negligent or otherwise, in the performance of any Contract, whether by Supplier, its subcontractors or employees. Supplier shall not consummate any settlement without the relevant Buyer's prior written consent. This indemnification shall be without prejudice to any other rights or remedies of Buyer under the Contract or at law.

All warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the Goods and/or Services and shall run to Buyer, its successors, assignees, customers at any tier, and ultimate user and joint users. Any attempt by Supplier to limit, disclaims, or restrict any such warranties or remedies of Buyer, in any manner shall be null, void, and ineffective.

13.2 Remedies. Supplier will reimburse Buyer for any damages caused by Supplier's breach or by nonconforming Supplies, including, *without limitation*:

- (a) cost incurred for replacement of Goods or for a new provision of Services;
- (b) freight costs incurred to deliver replacement of Goods to Buyer or to refund the Buyer for its shipments to return Supplies to Supplier;
- (c) costs associated with containing and correcting a Supplier-caused problem resulting in recalls, field service actions, or other large scale issues, including, without limitation, manpower spent planning, directing and coordinating containment efforts, engineering testing, Goods or Services inspections, training and travel for repair crews;
- (d) costs of inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Supplies;
- (e) costs resulting from production interruptions; conducting recall campaigns, customer field service actions or other corrective service actions;
- (f) costs resulting from personal injury (including, without limitation, death) or property damage caused by nonconforming Supplies;
- (g) actual and reasonable professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials;
- (h) and costs incurred as a result of Supplies being accused of or found to be infringing any intellectual property right (including, without limitation, all costs relating to obtaining suitable replacement Supplies). If nonconforming Supplies are rejected by Buyer, the quantities under any PO shall be reduced unless Buyer otherwise notifies Supplier.

13.3 Indemnification for late delivery.

The delivery deadlines for the Supplies set forth in the PO are of essence as well as the interim and final deadlines for performing PO. The Supplier undertakes to inform Buyer of any circumstance that may affect the performance of the PO.

In particular, in case of even partial non-adherence to the deadlines, Buyer reserves the right:

- to transfer to the Supplier responsible the penalties applied to Buyer by its own customers due to a fault of the Supplier and Buyer will be entitled to apply a penalty, up to a limit of zero point two per cent (0.2%), of the total value not including tax of the PO by day late without negatively affecting the right of Buyer to obtain other damages and interest to cover all its damages.

- And/or to cancel ipso jure all or part of the PO for Supplies that remain to be delivered or that are part of the delivery programme in question.

Moreover, the Supplier at fault will compensate Buyer according to the provisions of Section 13.2.

13.4 Specific performance. Supplier acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of the contract by Supplier and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce the Contract, without any requirement of a bond or other security to be provided by Buyer.

13.5 Limitation on Buyer's liability. Under no circumstances will Buyer be liable for consequential, incidental, or special damages of any kind or for any damages in excess of the price allocable to the portion of the Good and/or Services on which the claim is based. An action on any claim asserted by Supplier against Buyer must be commenced within one year after the occurrence of the act on which the claim is based.

14. FORCE MAJEURE

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14.1 Force Majeure Event. means an event that is beyond the reasonable control of the party seeking to be excused from performance, is not attributable to such party's negligence, and could not have been avoided or overcome and includes, but is not limited to acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, civil disobedience, insurrections, natural disasters, pandemics or epidemics, acts of terrorism, sabotage, declared or undeclared war of the public enemy.

14.2 Force Majeure/Excused Performance. Delay or non-performance of any obligation herein shall be excused if the cause of the delay is a Force Majeure Event. The non-performing party will notify the other party of such delay immediately, but in no event more than ten (10) days thereafter, and will use its best efforts to mitigate the non-performance. None of the following shall individually, or collectively, constitute a Force Majeure Event: (a) Supplier's ability to sell Goods at a higher price; (b) increases in Supplier's production costs; (c) a strike or other legal or illegal labor disruption, or Supplier's inability to obtain labor; or (d) a significant increase in Supplier's cost of raw materials.

15. INSURANCE. Supplier shall obtain and maintain during the term of the Contract all insurance policies required under applicable law in respect of the manufacture and/or supply of the Goods and/or performance of the Services including, but not limited to, insurance policies covering personal injury, product liability, physical and consequential damages, whether direct or indirect, in relation to the performance of the PO and in respect of all liabilities, claims, costs and expenses incurred by Buyer due to an act or omission of Supplier, its employees, agents and subcontractors. The amounts of such insurance cover must be appropriate with regards to the best practices, and the risks in the automotive supply chain. Buyer is entitled to request from Supplier any additional sum insured and/or specific insurance coverage. The insurance must be taken out by Supplier with a reputable international insurance company and Supplier must provide the related insurance certificates at any time promptly at the request by Buyer.

16. CONFIDENTIALITY

16.1 Use of Confidential Information Supplier may use Confidential Information solely for the purposes of supporting the current business relationship with Buyer and for completion of the PO. Supplier shall not disclose Confidential Information to any third party without Buyer's express written consent, except that Supplier may disclose Confidential Information to its contractors, sub-suppliers, consultants or agents who have a need to know and have executed confidentiality agreements with Supplier, obligating them to treat such information in a manner consistent with these Terms and Buyer's Non-Disclosure Contract, if any, with Supplier. Supplier shall not i) sell Buyer parts or components incorporating or containing Confidential Information to any third party, or ii) sell any goods or services produced using Confidential Information to any third party.

16.2 Exceptions to Confidential Information Restrictions. Notwithstanding the foregoing, these Terms shall not restrict or affect Supplier's rights to use or disclose information (a) which is or may hereafter be in the public domain through no fault of Supplier; or (b) which Supplier can show, as reflected by its written documents, was known to it prior to the disclosure by Buyer; or (c) which is disclosed to Supplier by a third party, with the legal right to disclose, subsequent to Buyer's disclosure; or (d) which Supplier can show, as reflected by its documents, was independently developed by Supplier without the use of the Confidential Information. Confidential restrictions shall survive completion, cancellation and termination of the Contract for a period of time of two years.

16.3 Indemnification for breach of confidentiality. Notwithstanding the indemnification Supplier acknowledges that a breach of Section 16.1 would result in immediate and irreparable harm to Buyer, for which there is no adequate remedy at law. Buyer is entitled to equitable relief compelling Supplier to cease and desist all unauthorized use and disclosure of Confidential Information.

17. INTELLECTUAL PROPERTY –LICENSE

17.1 Warranty Supplier represents and warrants to the Buyer that its Supplies of Goods and / or Services shall not infringe any intellectual property rights including, without limitations, claims arising from patent, copyright, trademark, trade secret, or other intellectual property infringement.

17.2 Intellectual property rights of the Contract. Except as otherwise addressed in any separate contract between the parties, Supplier agrees that, where it undertakes, whether alone or jointly with Buyer, any research, development and/or design activities relating to Supplies (a) in the course of performance of any Contract and/or (b) using confidential Information provided by Buyer, Buyer shall own all rights in any resulting intellectual property. Supplier agrees to promptly disclose to Buyer such intellectual property and hereby irrevocably transfers, conveys and assigns to Buyer all of its worldwide right, title, and interest in and to such intellectual property. Buyer shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections, with respect to such intellectual property, on a worldwide basis, and to require the incorporation of such intellectual property into the Goods at no additional charge. Supplier shall execute such documents, render such assistance, and take such other actions as Buyer may reasonably request to apply for, register, perfect, confirm, and protect Buyer's intellectual property rights under this section. Supplier shall be solely responsible for any compensation payable, by law or by contract, if any, to individual inventors of Supplier.

17.3 License/Assignment. Supplier shall disclose and hereby exclusively assigns to Buyer and, its affiliates, a non-exclusive, royalty-free, fully paid, worldwide right on all inventions and data created during the performance of the PO as well as the intellectual property rights pertaining thereto, including but not limited to reproduction rights, performance rights, adaptation rights, commercialization rights and use rights for any purpose and for the entire period of statutory protection specified in the applicable legislation. Upon termination of the PO, either for Supplier's default, insolvency or for convenience, Buyer may, at Buyer's option, use on a nonexclusive basis, all drawings, documents or other records related to the PO whether created by Buyer or Supplier without further compensation to Supplier. Supplier covenants not to sue Buyer, its affiliates, its directed agents, its customers or its end users for violating any intellectual property rights of Supplier relating to the Supplies. Supplier represents and warrants that Supplier has all rights necessary and sufficient to make the licenses and grants hereunder.

17.4 Notifications. In the event of any such claim against Buyer, Supplier shall furnish to Buyer, when notified by Buyer, all evidence and information in possession of Supplier pertaining to such claim. Supplier shall report to Buyer promptly and in written details, each notice or claim of patent or copyright infringement relating to the performance of the PO of which Supplier has knowledge.

17.5 Indemnification. Supplier agrees to hold the Buyer harmless from and defend the Buyer against any such claim of intellectual property infringement, including any damages resulting from that claim, the cost to Buyer of complying with any preliminary or permanent injunction, and all other costs of defense (including the attorneys' fees and costs), in connection with any breach of the foregoing. If the sale and/or use of the Goods is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Supplier will, at Buyer's election and Supplier's sole expense, either procure for Buyer the right to continue using such Goods, or replace same with equivalent non-infringing goods, or modify such Goods so they become non-infringing, or remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Assignment by Supplier. Supplier shall not assign the Contract or the PO or any obligations under the Contract, nor shall Supplier subcontract for completed or substantially completed Goods and/or Services purchased under the PO without the prior written consent of Buyer. Any such consent to sub-contract shall not relieve Supplier of any obligation to comply with the Contract or any PO. This limitation shall not apply to the purchase by Supplier of standard commercial supplies or raw materials. Supplier shall select subcontractors (including supplies) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the PO. Supplier is responsible for the management of any sub-supplier and will be

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liable for their performance, including but not limited to sub-supplier errors, acts, omission negligent or otherwise whether or not the Buyer directed or recommended the sub-supplier. The acceptance by LISI of the sub-contracting by its Supplier of the PO in full or in part in no way releases the latter from its responsibility, the legal and contractual guarantee, the controlling and the monitoring of the Supplies that are subcontracted and that it is guarantor for as regards LISI. The Supplier remains the only one responsible for adhering to the carrying out of this Contract by its own subcontractor. In accordance with Section 16.1, the Supplier's subcontractor will have to undertake and respect the same obligation of confidentiality that that of the Supplier.

18.2 Assignment by Buyer: Buyer reserves the right to assign to its affiliates member of its group, the purchasing of the Supplies covered by any Contract from Supplier on behalf of Buyer, for which Buyer will receive the benefit from Supplier for the volume of any Supplies purchased by Buyer's affiliates, including but not limited to, calculations for volume discount pricing or rebates that may be achieved based on Buyer's spend with Supplier. Supplier agrees to provide the same terms and conditions as set forth in any Contract related to prices and lead-times to such affiliate.

19. TERMINATION FOR CAUSE

19.1 Buyer may, by written notice of default to Supplier and subject to the provisions of subparagraphs 19.3 and 19.5 below, terminate the whole or any part of the PO and/or of the Contract in any of the following circumstances: (a) If Supplier fails to perform the PO and/or the Contract within the time specified or any extension thereof. Supplier shall be responsible within such extension for any and all additional charges resulting from deviation from Buyer's instructions; (b) If Supplier fails to perform any of the other provisions of the PO and/or of the Contract, or fails to make progress as to endanger performance of the PO and/or the Contract in accordance with its terms, or Buyer anticipates such failure, and Supplier does not remedy such failure within a period of thirty (30) calendar days (or such longer period as Buyer may authorize in writing) after receipt of notice of failure from Buyer.

19.2 In the event Buyer terminates the PO and/or the Contract in whole or in part as provided in subparagraph 19.1 above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, Goods and/or Services similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for the same, and reimburse Buyer for all monies already paid for the performance of the PO and/or the Contract, provided that Supplier continues the performance of the PO and/or the Contract to the extent not terminated hereunder.

19.3 If the PO and/or the Contract is terminated as provided in subparagraph 19.1 above, Buyer may, in addition to any other rights provided in these Terms and Conditions or available under applicable law, require Supplier to transfer title and deliver to Buyer or its designee, in the manner and to the extent directed by Buyer : (i) Any completed Goods, and (ii) Such partially completed.

19.4 to the fullest extent permissible by law, Buyer may terminate the PO and/or Contract forthwith if: (a) Supplier undergoes a change of Control; (b) Supplier suffers an Insolvency Event; (c) Supplier ceases or threatens to carry on its business; or (d) the financial position of Supplier deteriorates to the extent that at Buyer's discretion the ability of Supplier to properly fulfill its obligations under the Contract has been placed in jeopardy.

20. TERMINATION FOR CONVENIENCE

20.1 Termination by Buyer. Buyer may at any time by written notice terminate all or any part of the PO and/or the Contract at its sole convenience. In the event of such termination, unless otherwise directed by Buyer, Supplier will: (a) promptly terminate all work under the PO on the effective date of termination set forth in the notice; (b) transfer title and deliver to Buyer the finished Goods, the work in process, and the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by Buyer and that Supplier cannot use in producing goods for itself or for others; (c) verify and settle any claims by Supplier's subcontractors or sub-suppliers for actual and reasonable costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' or sub-suppliers' possession; (d) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest; and (e) upon Buyer's request, Supplier shall cooperate with Buyer in any transition of supply of Goods to a different supplier. Supplier may submit to Buyer a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Supplier can demonstrate have resulted from the termination, to the satisfaction of Buyer. Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Supplier shall not be paid, and in no event shall Buyer be obligated to pay, in particular, lost or anticipated profits or unabsorbed indirect costs or overhead, unamortized capital or depreciation costs. In no event shall Buyer be obligated to pay Supplier any amount in excess of the PO price. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate the Contract for default. In any case, Supplier shall continue all work not terminated. Any amount otherwise due to Supplier pursuant to this Section will be reduced by any amount owed by Supplier to Buyer under the Contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under the Contract or applicable law. In addition, in no event shall the liability of Buyer for a termination for convenience exceed the price of the related and outstanding Goods under the Contract.

20.2 Termination by Supplier. Supplier may terminate any Contract (in whole or in part), only for non-payment by Buyer of the purchase price for Goods in accordance with such Contract, and then only if the amounts are material and more than sixty (60) days past due; and if Supplier first provides Buyer written notice specifying: (a) the amounts past due (including, without limitation, relevant PO and invoice numbers and dates), and (b) Supplier's intent to terminate if the past due amount is not paid; and (c) Buyer, within thirty (30) days of Supplier's notice, does not either pay the past due amounts, or notify Supplier that the amounts claimed to be unpaid are disputed by Buyer. Provided the foregoing conditions are met, Supplier may terminate the PO by delivering a termination notice to Buyer. Supplier may not terminate or cancel any Contract (in whole or in part) for any reason except as permitted under this section. Supplier may not suspend any performance under any Contract for.

20.3 Exit Plan. In case of termination or expiration of any Contract, in whole or in part, the Parties agree to work together in good faith to promptly develop an exit plan for the manufacturing by Supplier and purchase by Buyer, under the terms of such Contract. At Buyer's request, Supplier agrees to produce a safety stock of Goods under the terms hereof, including, without limitation, price, to support Buyer's requirements for a relevant and appropriate transition period enabling a smooth qualification procedure of the goods from an alternative source.

20.4 Continuation of work. In the event of termination, Supplier shall immediately stop all work hereunder unless otherwise directed by Buyer, and shall immediately cause any of its sub-suppliers or subcontractors to cease work.

In the event of a Buyer termination for cause: (a) Buyer shall have no liability to Supplier unless it directs Supplier to continue work and then only for the resulting conforming Goods delivered and sold to Buyer hereunder; (b) Buyer may also acquire replacement goods elsewhere on such terms or in such manner as Buyer may deem appropriate and (c) Supplier shall be liable for any excess cost or other expenses incurred by Buyer.

20.4 Transition of Supply. The parties acknowledge that the Goods represent components that will be incorporated into motor vehicles, and that any disruption in the supply of Goods would materially and irreparably harm Buyer and Buyer's customers, and that any re-sourcing of the Goods by Buyer to alternative supply sources would require significant time, effort, cost and resources. Accordingly, in the event the PO expires or is terminated, Supplier agrees to cooperate in the transition of supply for a relevant and appropriate transition period enabling a smooth qualification procedure of the goods from an alternative source.

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21. NO WAIVER. The failure of either party at any time to require performance by the other party of any provision will not affect the right to require performance at any later time, NOR WILL THE WAIVER BY EITHER PARTY OF A BREACH OF A CONTRACT CONSTITUTE A WAIVER OF A LATER BREACH OF SUCH CONTRACT. No amendment to a Contract shall be binding unless it is contained on a PO or on a Signed Writing.

No waiver, delays, or forbearance by Buyer of any breach of the Contract or a PO, or the granting of an extension for performance thereunder shall be construed as a waiver or relinquishment of any such provisions, rights or remedies. Supplier agrees that Buyer's approval of Supplier's technical and quality specifications, drawings, plans, procedures, reports, and other submissions shall not relieve Supplier from its obligations to perform all requirements of the Contract.

22. SEVERABILITY. If any term is invalid or unenforceable under any statute, regulation, ordinance, executive PO or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of an applicable Contract will remain in full force and effect. The provisions of a Contract, which by their nature are intended to survive termination, cancellation, completion or expiration of the Contract (for example, Warranty, Remedy, Indemnification, Dispute Resolution), shall continue as valid and enforceable obligations of the parties, notwithstanding any such termination, cancellation, completion or expiration.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 Applicable law. The validity and performance of the Contract and any related PO shall be governed by and construed in accordance with the laws of the jurisdiction in which Buyer's facility issuing the PO is located. The Application of the United Nations Convention of 11 April 1980 on the sale of goods (CISG, UN Purchase Law) is hereby excluded.

23.2 Dispute. The Parties agree that in the event of any dispute arising from the Contract and any PO, they will endeavor to reach an amicable settlement, then an escalation process involving the respective General Managers of the Parties who will consult each other and try and solve the dispute within a period of eight working days. Failing to reach such dispute resolution, jurisdiction and venue of any suit between the Parties hereto arising out of or connected with this Contract, the PO or the Goods and/or Services furnished hereunder, shall lie only in the competent courts in which such Buyer's facility is located, and each party specifically waives any and all objections to such jurisdiction and venue.