

QUALITY ALONG THE SUPPLY CHAIN

TRIGO GmbH & Co. KG GENERAL TERMS AND CONDITIONS (GERMANY)

Please read this document carefully.

By signing these terms and conditions or by selecting “I acknowledge and agree to the terms and conditions of the general terms and conditions and clicking “I accept” on the Mission Order or other document to start the services, the customer acknowledge that it has read, accepted and agreed to be bound by and comply with these terms and conditions of Services.

I ACCEPT THESE GTC

SIGNATURE OF THE CUSTOMER

1 Definitions

"Affiliates" shall mean controlled companies within the meaning of para. 15 German Stock Corporation Act 8aKtG).

"Applicable Law" means any domestic or foreign statute, law, regulation, regulatory guideline or policy, rule or other statement or pronouncement having the force of law, or any consent, exemption, approval or license of any governmental authority having jurisdiction, whether or not having the force of law.

"Confidential Information" all information regardless of the object (technical, industrial, financial, commercial, or other), nature (know-how, methods, processes, technical details and installation, or other), format or medium (written or printed, CD Rom, floppy disks, samples, drawings, or other), mode of transmission (written, oral, including computer networks and/or electronic mail) and origin which will be communicated between the Parties during or in connection with the execution of the Service, which includes, among other things, information relating to products, clients, business accounts, financial and contractual agreements or other transactional or business agreements, reports, recommendations, notices or tests, program source codes or object codes, and development plans.

"Contractual Documentation" means one or more of the following documents: Mission Order, Quotation, Work Instruction, Work Range and/or the GTC.

"Corrective Services" means the Services which are supplied by TRIGO in case of inconsistencies between the Sorting Services supplied by TRIGO and the Work Instruction, and which is exclusively attributable to TRIGO.

"Customer" means any company who purchases Services from TRIGO.

"Days" means the calendar days, i.e. all days in a month, including weekends and holidays.

"Defect" means a defect of the parts which are subject to the Services. This defect is already present prior to the commencement of the Services and identified in the [Work Range].

"End-of-Mission Report" means the report sent to the Customer once the mission is accomplished describing, among other things, the criteria agreed between the Parties, such as quantities of parts, duration, numbers/types of Defects.

"Final Customer" means the customer of the Customer which is either a manufacturer (e.g. a car or an aeronautic manufacturer) or a supplier of a manufacturer.

"Force Majeure Event" means any unforeseeable and irresistible event or circumstance beyond the control of TRIGO *and occurring without its fault or negligence, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected party of its obligations hereunder, including but not limited to strikes, lockouts, serious safety failures, or other industrial disturbances.

"General Terms and Conditions or "GTC" means the terms and conditions of supply set out in this document.

"Host" means the company operating a plant (the Customer or a third party) where the Services are performed by TRIGO.

"Mission Order" means the contractual document agreed between TRIGO and the Customer, in the faorm attached hereto, which describes the key element enabling start of the Services including but not limited to a description of the Services, place of the supply of the Services, price of the Services, and address of invoice etc.

"Party or Parties" means individually or collectively TRIGO and/or the Customer.

"Quotation" means the quotation which defines the prices of the Services.

"Services" means those sorting, inspection, rework, containment and related engineering services to customers who may already be experiencing quality problem described in the [Mission Order and/or TRIGO Technical and Commercial Proposal and/or the Quotation and/or the Work Instructions].

"Sorting Services" means the selection/sorting made by TRIGO to sort defective parts versus non defective parts; defects being identified and defined by the Customer in the Contractual Documentation.

"Technical & Commercial Offer" means the Technical and Commercial Offer prepared by the Supplier and sent to the Customer to address its needs.

"Unit Marking" shall mean the marking made by TRIGO enabling to track the parts which have been subject to the Services supplied by TRIGO.

"Working Instruction" means the document prepared by TRIGO describing the tasks to be executed by TRIGO. This document is TRIGO's sole and exclusive property.

"Work Range" means the document describing the technical needs of the Customer. It shall be signed by the Customer. In case of modification made by TRIGO, it shall be validated by the Customer before the start of the Services.

2 General Provision & Precedence

These GTC shall apply to all Services supplied by TRIGO and shall prevail over any other (customer) documentation except the one listed hereafter in the order of precedence. Any variation to these GTC shall be inapplicable unless agreed in writing by both Parties.

In the event of any ambiguity, inconsistency or in contradiction between following documents, the order of precedence between them shall be as follows:

- The Work Range and/or Working Instruction
- The Technical & Commercial Offer;
- The Mission Order and/or the Quotation;
- The GTC;
- The order issued by the Customer.

3 Start of the Services

TRIGO shall start the Services at the Customer's express request materialized by the reception by TRIGO, of a signed Work Range and either i) a signed Mission Order, or ii) a signed Technical and Commercial Proposal or iii) a signed Quotation.

4 Obligations of the Parties

The scope and nature of the Services representing all Customer needs/requirements are defined in the Work Range and the Mission Order. The Customer remains responsible for the choice of the Services it orders and their suitability to its intended use.

Health & Safety: both Parties shall comply with the quality and safety requirements specified in the relevant Mission Orders and Work Range; being reminded that ultimate liability with regards to health and security lies with the Host.

4.1 TRIGO's obligations

Tools & resources: TRIGO is responsible for selecting the resources that it will utilize for the performance of the Services. As part of this obligation, TRIGO shall determine, for this purpose, the composition of its team which shall meet the requirements of the Services to be performed

(suitable profiles and qualifications, professional experience, etc.). TRIGO has its own training program for its resources. TRIGO maintains at all times the responsibility and the hierarchical and disciplinary authority over its personnel. The Services shall be executed under the direction and control of TRIGO; the Customer shall have no supervisory authority over the employees, representatives or providers of TRIGO. TRIGO shall also provide the administrative, accounting and social management of its staff personnel even when the Services are performed at the premises of the Customer or the Host, as the case may be. TRIGO shall use its own software tools to perform the Services (e.g. "etraq"). TRIGO shall perform the Services with reasonable skill and care ("obligation de moyens") complying with all the requirements defined in the Contractual Documentation.

4.2 Customer's & Host obligations

The Customer undertakes to:

- ensure that sufficient information, instructions and documents are given in due time (in any event not later than 24 hours prior to the contractual agreed intervention) in order to enable the required Services to be performed;
- procure TRIGO all necessary accesses to the premises where the Services shall be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;
- ensure that the parts which have to be subject to the Services to be supplied by Trigo, are available in due time, in order to ensure services continuity
- supply, if required, any special means, including specific equipment and contact persons necessary for the performance of the Services;
- ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of Services and will not rely, in this respect, on TRIGO's advice whether required or not;
- inform TRIGO in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; to this extent, the Customer shall be liable for all and any damage arising of the dangerous nature of the sample material;
- fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law,
- provide or cause to be provided to TRIGO the right to re-inspect any suspect product which may have been missed by a prior inspection performed by TRIGO;
- ensure to obtain required authorization and procurement of all necessary access for TRIGO's auditors and external auditors (especially for the purpose of certification) to the premises where the Services are performed in order to conduct audits ; subject to a prior notice from TRIGO in writing not later than five (5) Days prior to the audit; and
- Inform and alert the Host that TRIGO will intervene on the Site if the Customer is not itself the Host.

4.3 Performance Excused

TRIGO shall not be responsible nor liable for a failure to achieve a level of quality target determined by the Customer or the Host to the extent that such failure is attributable to a willful misconduct by the Customer or the Host, provided that TRIGO shall promptly notify the Customer in writing if TRIGO is being prevented from achieving any of its level of quality commitments as a result of the Customer's willful misconduct.

TRIGO commitments and service level and standards are based in particular on, among other things, a certain

number and nature of Defects to be inspected/sorted/controlled, a number of parts to be sorted/inspected/controlled and/or a number of rework to be done, all of which are identified in the [Work Range]. Therefore, should the quantity/nature of Defects and/or number of parts increase dramatically, the level of performance to be achieved by TRIGO which are identified in the [Work Range] shall be amended or revised in order to improve the Services, and as applicable the associated prices and an addendum to the Contractual Documentation may be executed by the Parties.

4.4 Co-Operation

Each Party undertakes that it shall promptly and duly execute its obligations with good faith and to cooperate and deliver to the other Party every document needed in order to carry out the Service effectively.

5 End of Services

At the end of the Services TRIGO shall send to the Customer an End-of-Mission Report.

In the event of any claim, the Customer shall give a written notice to TRIGO at the latest within 30 Days following the End-of-Mission Report (or following the date of Invoice if no End-Mission Report is deemed necessary). If no written claim is raised in this period, the End-of-Mission-Report and associated Services shall be deemed to be accepted by the Customer.

6 Price & Payment

The prices of the Services are detailed either in a Mission Order / a Quotation / a Technical and Commercial Proposal and/or an order duly signed by the Customer. Invoices are payable within 30 Days after completion/execution of the Services. Claims regarding wordings or amounts shall be made by registered mail with an acknowledgement of receipt no later than 15 Days after issue of the invoice from TRIGO. The payment of the invoice shall be done exclusively by electronic transfer (check, bill of exchange and promissory notes are not accepted, unless express prior written agreement of TRIGO). TRIGO's bank references are detailed on the invoices.

If timely payment is not made as aforesaid, TRIGO shall be entitled to charge the Customer: interest on the overdue amount at the conventional rate of 10%/year from the date payment becomes due (being the payment date indicated on related invoice) until payment in full, whether before or after any judgment, or at the legal rate in accordance with the Law on Combating Late Payments in Business Transactions of 2/8/2002, or the Directive No 2011/7/EU of the European Parliament and of the Council of 16/2/2011 (whichever is higher), and; a fixed determined amount for liquidated damages including collection costs of 10% in accordance with the Law on Combating Late Payments in Business Transactions of 2/8/2002, or the Directive No 2011/7/EU of the European Parliament and of the Council of 16/2/2011 (whichever is higher), and; a fixed compensation for legal fees equivalent to the maximum amount of the applicable litigation indemnity as mentioned in the Belgian Royal Decree of 8/12/2007 which represents all reasonable costs and expenses incurred by TRIGO in collection of any sums owed.. The price of the Services are exclusive of value added tax (and any other tax on the supply of goods or services), which shall be paid in addition by Customer at the rate and in the manner required by applicable law.

7 Liability

To the extent permitted by applicable law, the liability of Trigo and its affiliates shall be limited to direct duly substantiated costs resulting from breaches of its obligations which are already covered by its insurance. Unless otherwise substantiated by the customer, Trigo shall not be held liable in the absence of "unit marking"

on the parts which are subject to the services. Trigo shall not be liable towards the customer for (i) force majeure event, (ii) indirect consequential, exemplary, incidental or punitive damages, such as financial losses, loss of profits or revenue, loss of goodwill, failure to realize anticipated savings, and (iii) claims by third parties. In no circumstances shall the annual aggregate liability of Trigo exceed an aggregate maximum amount of 10% of the yearly turnover made with the Customer (except for death or personal injury) towards the Customer whatever the number of missions is.

8 Insurance

TRIGO undertakes to take out an insurance for civil liability covering the damages caused to the Customer, particularly due to the presence of TRIGO's personnel on the premises of the Customer / Host and for carrying out the Services within the limit of coverages mentioned in its insurance certificate. The Customer waives, for his account and that of his insurers, any rights against TRIGO insurers, subcontractors and suppliers, for indemnification arising out of damages caused by TRIGO, his subcontractors and suppliers, above the limits and exclusions mentioned in the present GTS.

9 Disclosure & Confidentiality

9.1 Non-Disclosure

The Parties agree to keep strictly confidential, not to publish, not to disclose to third parties, and not to use for personal purposes and/or for purposes other than those of the Services, any Confidential Information. The Parties agree to protect and treat the Confidential Information with the utmost diligence and, in particular, to implement all appropriate precautions to ensure the protection of the confidentiality of said Confidential Information. The Parties declare to have taken in this regard or commit to take all necessary measures with all persons who may have access to the Confidential Information in order to enable them to meet its commitments.

9.2 Exceptions

The obligation to maintain the confidentiality of Confidential Information shall not apply to any Confidential Information:

- which is in the public domain when it is brought to the attention of the recipient;
- which becomes part of the public domain thereafter, provided that the recipient has not caused it to become part of the public domain due to failure to comply with its confidentiality undertaking under this GTC;
- the disclosure of which has been expressly authorized by provider;
- which is already known to the recipient prior to its transmission, provided that the Parties proves this by written documents;
- which is communicated to the recipient by a third party holding it lawfully and without obligation of confidentiality; and
- which pursuant to a legal obligation, an administrative or judicial order, the recipient must communicate to a third party.

9.3 Term of the Confidential Obligation

The obligation of confidentiality shall start as from the signature of the Contractual Documentation and continue after the end of the Services for any reason whatsoever for a period of five (5) years.

9.4 Action in case of disclosure

In the event that the recipient suspects or has knowledge of the disclosure of Confidential Information, it should take all necessary steps to limit the consequences of such disclosure and immediately inform the Parties of the breach of confidentiality and of the measures taken so

that the Parties has the opportunity of taking the necessary steps to protect its own interests.

10 Data

10.1 Data Sharing

Exclusively for the purpose of performance of the Services, TRIGO may give access to data/information which are owned by the Customer to the Final Customer and/or the Host or also upon instruction, from the Customer to a third party, or at its discretion, where it implicitly follows from circumstances, trade custom, usage or practices. THE CUSTOMER HEREBY IRREVOCABLY AUTHORISES TRIGO TO DELIVER SAID DATA/INFORMATION SHARING, IN PARTICULAR VIA ITS

PORTAL. The Parties agree and acknowledge that TRIGO is expressly entitled to collect, analyze and archive data managed for the purpose of the Services (e.g. number of Defects identified, sorted etc. communicated via the reports to be sent to the Customer). Said data may be subject to statistics and analyses.

10.2 Personal Data

For the performance of the contract, TRIGO may collect and use from Customer's employees, directors, managers, agents, subcontractor, information considered as "Personal Data" as defined and in accordance with the GDPR and any related applicable laws and regulation.

TRIGO may use said Personal Data to inform Customer about performance of the Services, as also to send reports and satisfaction survey to the Customer.

TRIGO may also use said Personal Data for marketing purpose, and thus sending quarterly customer newsletters, ad-hoc newsletter campaigns, to promote services and events informing the Customer about new TRIGO products and/or services available provided however that the Customer opts, or has previously opted to receive it, inter alia via Trigo Customer Portal or website).

TRIGO shall not share the Customer Personnel's Personal Data to any third parties without the Customer's express prior authorization.

Should any concerned person wish to i) to receive a copy of Personal Data concerning him or her held by TRIGO, in a structured, commonly used and machine-readable format ii) to access to his or her Personal Data, iii) to make any change on Personal Data if justified, iv) to ask for prompt deletion, and v) to refuse any treatment on Personal Data. Requests under these rights must be made in writing to TRIGO at privacy@trigo-group.com.

Personal Data collected may be retained for the same duration as the contract and then would be archived or deleted.

11 Intellectual property

11.1 Prior rights

Each Party shall retain full ownership of its own knowledge, i.e. all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data, or other), software, intellectual property rights and titles, owned or controlled by it before signing the Contractual Documentation or obtained, created or developed by it independently from the execution of an order, or other Contractual Documentations (hereinafter "Own Knowledge").

Communication and/or provision of the Own Knowledge shall in no way be construed as conferring any right other than that expressly stated in the Contractual Documentation or as a disclosure within the meaning of patent law. The information and knowledge (including patents and know-how) owned by one party prior to the

issuance of the order and/or any Contractual Documentation or developed irrespective of the order, as well as the related intellectual and industrial property rights, remain the property of that party.

However, should a Party need to use a part or all of the Own Knowledge of the other Party to perform its part of obligations for the purpose of the Services, the other Party agrees to transmit and concede a non-exclusive, license to use and exploit, exclusively for this purpose, and taking into account the confidentiality and right of third parties; to the other Party needing to use said Own Knowledge, for the duration of performance of the Services. Said right to use and exploit such Own Knowledge shall be free of charge, not transferable (except to the Affiliates and to the Customer) and only for the performance of relevant Services.

11.2 Ownership and exploitation of the results of Services

All working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or prepared by TRIGO in relation to the Services performed shall remain the property of TRIGO until the full payment of the Services. Any report or other material provided to the Customer as a result of an engagement is provided for internal use of the Customer only and cannot be provided or referred to outside the Customer's own organization without the consent of TRIGO until the full payment of the Services.

From the full payment of the Services, the Customer shall fully own all the results of the work performed by TRIGO in the exclusive context of the Services, including the resulting documents. (Hereinafter the "Results"). Where this is not possible, TRIGO shall assign the Customer all rights, titles or interests in and to any of the Results including economic rights like the right of exploitation, for the duration of protection of said right, such granting being worldwide and sub-licensable.

TRIGO shall always be allowed to re-use the knowledge and know-how acquired in the performance of the Services, as well as any report, documentation, plans, drawings, software and other information, especially technical information, irrespective of the medium, in connection with the provision of the Services (and any supplies) developed by TRIGO. The granting of said non-exclusive user rights, right to modify, by the Customer to TRIGO (and/or any Affiliates of TRIGO) shall be free of charges, worldwide, for the duration of protection of such right, sub-licensable and transferable.

12 Poaching

The Parties undertakes to refrain from poaching and from supporting poaching activities on behalf of his own company or of third parties in respect of staff of the Parties involved in the Services. For the avoidance of doubt, the Parties shall therefore not hire directly, or through an intermediary, any employee of the other Party, even if initially approached by the said employee. This obligation to refrain applies to the entire duration of the Service and for a further twelve (12) months after the termination thereof. The Parties undertake to compensate any breach to this obligation for the resulting loss including, but not limited to, loss of know-how, commitments already made on the person's behalf, selection, and recruitment and training costs. The compensation shall be at least 45 000€ per employee, plus the possible costs linked to the replacement of the leaving employee.

13 Termination

13.1 Suspension

Should the prices of a Service not be paid by the Customer pursuant to the payment terms defined herein and in the

applicable invoice, TRIGO shall be entitled to suspend the performance of the Services without prior notice.

13.2 Termination by each party

Subject to any rule of public order, either Party may terminate the Services immediately, without any compensation (i) when a Party enters into compulsory insolvency or voluntary liquidation; (ii) a Party is affected by a similar event under the laws of any other jurisdiction; or (iii) a Force Majeure Event lasts for more than 30 Days.

13.3 Early Termination by TRIGO

TRIGO may terminate the Services immediately, without any compensation when the Customer does not pay, or it appears to be clear that the Customer will not pay. Also, TRIGO is entitled after notice by registered letter with acknowledgment of receipt, not cured within twenty-five (25) days from receipt, to notify the termination with immediate effect to the Customer, in case of failure of the Customer to comply with one of its contractual obligations.

13.4 Termination by the Customer

The Customer may, by registered letter with acknowledgment of receipt, terminate its engagement of TRIGO and any one or more of the Services if TRIGO fails in a material respect to provide the Services in accordance with its obligations under these GTC and such failure is not rectified or cured within forty-five (45) days of receiving a written notice of default from the Customer (such notice of default specifying in reasonable detail the failures by TRIGO), following expiry of such twenty-five (25) day period given to TRIGO to rectify or cure such failures. If any one or more Services is terminated for any reason, TRIGO will be compensated for the Services completed up to the effective date of the termination as set out in the termination notice.

14 Miscellaneous

14.1 Compliance with laws and regulations

The Parties shall ensure their compliance and the compliance of each Service with all applicable law and regulation, including those dealing with health, safety, labor and environment.

14.2 Subcontracting

TRIGO is expressly authorized from time to time and at any time to subcontract in part, the rights and obligations derived from the Services to an affiliated company within TRIGO group or one of its partner the provision of the Services, or any part thereof, provided that any subcontractor engaged by TRIGO possesses the necessary skill, qualification and expertise to provide the Services so delegated in accordance with the requirements imposed upon TRIGO by these GTC and provided that the subcontractor agrees to provide the Services so delegated upon and subject to the terms of these GTC in the place and stead of TRIGO.

14.3 Severability

If one or more provisions of these GTC are declared invalid or void by the application of a law, regulation or after a final administrative or judicial decision of a competent jurisdiction, the remaining provisions of the GTC shall keep their force and scope. The provisions declared invalid or obsolete shall be replaced by legally equivalent provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable.

14.4 Survival

Expiration or termination of these GTC, or any Mission order shall not prejudice the terms and conditions of such GTC or Mission Order, which by their nature must be deemed to survive such to expiration of termination, including but not limited to Article IX, Article XI, Article XIII, Article XIV and Article XV.

14.5 Amendment

These GTC shall not be amended except by a specific agreement in writing signed by duly authorized representatives of the Parties or otherwise as expressly provided herein.

15 Law-Jurisdiction

In the event of any dispute arising out of or in connection with the subject matter of this GTC, the Parties shall first endeavor to resolve such dispute amicably within thirty (30) Days after the date of the notification by one Party of such dispute to the other Party.

The Parties agree that the Belgian Law will apply to this Mission or any previous mission, and all of this according to Article 3.1 Regulation No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations. The Parties also explicitly agree, to safeguard the neutrality of the court, that any action will be exclusively brought before the Dutch Commercial Court of Brussels, Belgium, to the exclusion of all other venues. This choice of Court is made in accordance with article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012. The Parties hereby explicitly and irrevocably (i) submit to the exclusive jurisdiction of the Court as designated for the purposes specified and (ii) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in this Court.