

[Insert Date]

[Insert name of Supplier]
[Insert Supplier Address]

Dear _____,

Nomination Letter for the project _____, part no. _____

CIE Roof Systems has selected (insert name of supplier) as the supplier for the _____ (the "Products") in connection with the _____ project (the "Project").

The purpose of this Nomination Letter is to provide the production and tooling prices and other commercial requirements relating to the Project to Supplier as follows:

1. Terms and Conditions

The CIE Automotive General Purchasing Conditions, shall be applicable and made part of this Nomination Letter. No variations or other terms and conditions are binding between the parties, unless otherwise agreed in writing.

This Nomination Letter, together with the General Purchasing Conditions or any variations agreed in writing and all Annexes and other attachments incorporated herein by reference, forms the total agreement between CIE Roof Systems and Supplier with respect to the subject matter thereof. In the event of a conflict between the terms and conditions of this Nomination Letter and the General Purchase Conditions, the terms and conditions of this Nomination Letter shall govern and control.

2. Contract

Solely for the purpose of this Nomination Letter, the term "Contract" as used or referred to in the General Purchase Conditions shall be interpreted to include this Nomination Letter.

3. Engineering Capacities

To ensure adequate design and manufacturing support, the Supplier shall continuously ensure that a proper engineering and project management staff is available to support this Project.

4. Development costs

Supplier understands and agrees that it will carry its own costs incurred and will not issue invoices to CIE Roof Systems for the development activities of the Project, including but not limited to costs associated with PPAP documentation, feasibility studies, simulation analyses, engineering meetings, etc., unless otherwise agreed.

5. Changes

Supplier shall promptly inform the responsible CIE Roof Systems Purchaser in writing about any deviation of the agreed timing and conditions. Supplier shall only proceed with implementing the change(s) after obtaining written confirmation from the responsible CIE Roof Systems Purchaser.

6. Service and Replacement Parts

During the term of the Contract, Supplier will sell to Purchaser Products necessary to fulfill Purchaser's service and replacement parts requirements to Purchaser's customers at the then current production price(s) under the Contract. If the Products are systems or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If the Contract is in effect at the end of the vehicle production program into which the Products are incorporated, Supplier will also sell Products to Purchaser to fulfill Purchaser's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and the Contract will automatically remain in effect during the entire Post-Production Period. During the initial five (5) years of the Post-Production Period, the price(s) for such Products will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post Production Period, the price(s)

for such service Products will be as reasonably agreed to by the parties. If requested by Purchaser, Supplier will also make service literature and other materials available at no additional charge to support Purchaser's service activities.

7. Warranty

General

Supplier warrants to Purchaser that the Products and/or Services will (a) conform to the then current release or revision level (based on the date Purchaser's release is issued to Supplier) of Purchaser's applicable specifications and drawings, (b) conform to all samples, descriptions, brochures and manuals furnished by Supplier or Purchaser, (c) be merchantable, (d) be of good material and workmanship, (e) be free from defect in workmanship and materials, (f) be fit and sufficient for the particular purposes intended by Purchaser and any customer of Purchaser, and (g) be performed in a professional and efficient manner with care, skill, and diligence in accordance with the highest standards of accuracy, quality, completeness, timeliness, and responsiveness provided by other well-managed companies performing services similar to the Services. Supplier further warrants that Supplier will transfer to Purchaser ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Purchaser).

Warranty Period

In the case of Products supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Products to Purchaser and, except as provided in Section 10 (D) (Recalls) or as otherwise expressly agreed in writing by an authorized employee of Purchaser, end forty-eight (48) months following the date the vehicle or other finished product on which such parts, components or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes, provided, however, that if Purchaser offers and provides a longer warranty to its customers with respect to any such parts, components or systems, then such longer warranty period will apply to the Products. In the case of Products supplied for other uses, the period for each of the foregoing warranties will be that provided by applicable law unless otherwise expressly agreed in writing by an authorized employee of Purchaser.

Remedies and Damages

If any Products or Services are reasonably determined (including by use of statistical analysis or other sampling methodology) to fail to conform to the warranties set forth in the Contract, Supplier shall reimburse Purchaser for all reasonable losses, costs and damages caused by such nonconforming Products and Services. Such costs and damages may include, without limitation, costs, expenses and losses of Purchaser and/or its customers arising from (i) inspection, sorting, repair or replacement of any nonconforming Products or any system or component that incorporates such nonconforming Products, (ii) production interruptions or slowdowns, (iii) offlining of vehicles or component systems, and (iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work.

Recalls

Notwithstanding the expiration of the warranty period set forth in the Contract, if Purchaser or the manufacturer of the vehicles (or other finished product) on which the Products, or any parts, components or systems incorporating the Products, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a so-called "recall"), Supplier will nonetheless be liable for costs and damages associated with the conduct of such recall to the extent that such recall is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the Products fail to conform to the warranties set forth in the Contract.

8. Intellectual Property

Supplier shall specify any and all Intellectual Property Rights known or becoming known to him, which are used in the design or manufacture of, or which otherwise affect or relate to the Goods (IPR Information). The IPR Information shall be forwarded to Purchaser at Supplier's earliest convenience and shall specifically include all patents, design rights and trademarks owned, controlled or licensed by Supplier (Supplier IPRs).

Supplier undertakes not to enforce any other Intellectual Property Rights than the Supplier IPRs contained in the IPR information against Purchaser or any of Purchaser's customers and Purchaser undertakes to respect said rights on the condition that they are found legally valid by a court of competent jurisdiction. If by the time of commencement of work under any Order Supplier has not identified any Supplier IPRs relating to the Goods, Supplier automatically grants to Purchaser an irrevocable, nonexclusive, worldwide,

sub-licensable, fully paid up and royalty free license to any Supplier IPRs necessary for Purchaser to make, have made, use and sell any goods provided by Supplier under an Order

Supplier shall indemnify, defend and hold Purchaser and Purchaser's affiliates and subsidiaries harmless from and against all losses, liabilities, claims and causes of actions (including but not limited to court costs and legal expenses) that may be awarded or paid to any third party in respect of any claim or action that the Goods or their use by Purchaser or Purchaser's affiliates and subsidiaries infringe the Intellectual Property Rights of a third party. In the event that the Goods or their use is held to constitute an infringement or its further use is prohibited, the Supplier shall promptly, at its own expense and at its option, either: (a) procure for Purchaser the right to continue the use of the Goods; (b) replace the Goods with non-infringing Goods of equivalent function and performance; or (c) modify the Goods so that it becomes non infringing without detracting from function or performance. Notwithstanding the foregoing, Supplier is not liable if it has manufactured the Goods in accordance with Purchaser's specifications and/or drawings and could not have known that following the specifications and/or drawings would result in infringement of a third party's Intellectual Property Right.

The parties will as soon as possible inform each other of all such third party infringements or suspected third party infringements of which they become aware. Purchaser will give Supplier sole conduct of the defense of any such claims or actions.

9. Termination for Convenience

In addition to any other rights of Purchaser to terminate the Contract, Purchaser may immediately terminate all or any part of the Contract, at any time and for any reason, by notifying Supplier in writing. Upon such termination, Purchaser may, at its option, purchase from Supplier any or all raw materials, work-in-process and finished goods inventory related to the Products which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Supplier's sole and exclusive recovery from Purchaser (without regard to the legal theory which is the basis for any claim by Supplier) on account of such termination, will be (a) the Contract price for all Products or Services that have been completed in accordance with the Contract as of the termination date and delivered and accepted by Purchaser and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Products or Services under the Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Contract less (c) the reasonable value or cost (whichever is higher) of any Products or materials used or sold by Supplier with Purchaser's written consent. In no event will Purchaser be required to pay for finished goods, work-in-process or raw materials which Supplier fabricates or procures in amounts that exceed those Purchaser authorizes in delivery releases nor will Purchaser be required to pay for any goods or materials that are in Supplier's standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished goods that would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Supplier will submit a comprehensive termination claim to Purchaser, with sufficient supporting data to permit an audit by Purchaser, and will thereafter promptly furnish any supplemental and supporting information Purchaser requests. Upon termination of a Contract, Supplier will assist Purchaser in locating an alternative source for the Products and Services and in moving production to the alternate source selected by Purchaser.

10. Termination for Cause

Purchaser may terminate all or any part of the Contract without any liability to Supplier or obligation to purchase raw materials, work-in-process or finished goods under Section 20 (Termination for Convenience) in any of the following events: (a) Supplier repudiates, breaches, or threatens to breach any of the terms of the Contract, including Supplier's warranties, (b) Supplier fails to perform or threatens not to perform Services or deliver Products in accordance with the Contract, (c) Supplier fails to assure timely and proper completion of services or delivery of goods, (d) insolvency or financial difficulties of Supplier as determined by Purchaser or a third-party audit, (e) filing of a voluntary petition in bankruptcy by Supplier, (f) filing of any involuntary petition in bankruptcy against Supplier, (g) appointment of a receiver or trustee for Supplier, (h) execution of an assignment for the benefit of creditors by Supplier, or (i) any accommodation by Purchaser, financial or otherwise, not contemplated by the Contract, that are necessary for Supplier to meet its obligations under the Contract. Supplier will reimburse Purchaser for all costs Purchaser incurs in connection with any of the foregoing whether or not the Version dated April 1, 2013 13 Contract is terminated, including, but not limited to, all attorney or other professional fees.

11. Transition of Supply

In connection with termination of this Order by either party or Purchaser's other decision to change to an alternate source of Supplies, Supplier will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Supplier will continue production and delivery of all Supplies as ordered by Purchaser, at the prices and other terms stated in this Order, without premium or other condition, during the entire period reasonably needed by Purchaser to complete the transition to the alternate supplier(s), such that Supplier's action or inaction causes no interruption in Purchaser's ability to obtain Supplies as needed; (b) at no cost to Purchaser, Supplier will promptly provide all requested information and documentation regarding and access to Supplier's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components; and (c) subject to Supplier's reasonable capacity constraints, Supplier will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services as expressly requested by Purchaser in writing.

12. Tooling Cost and Payment Terms

Part No.	Drawing & Rev. Level	Part Description	Tool Cost (Total)	PPAP Date	Max. weekly Capacity. Define days and shifts	Comments

When agreed to in advance by CIE Roof Systems, the agreed tooling costs will be reimbursed by CIE Roof Systems within ____ days (insert the agreed payment terms) after final PPAP approval of the Products.

Supplier will send an updated bi-weekly tooling progress report to the program team identified by CIE Roof Systems.

Replacement and maintenance of tooling, or associated gauges and fixtures, will be at the Supplier's cost during the entire lifetime of the Project and 15 years thereafter, unless otherwise mutually agreed in writing.

13. Product Pricing and Payment Terms

Part Number	Drawing & Rev. Level	Part Description	Annual Volume	Piece Price	Delivery Terms	Payment Terms	MOQ

In accordance with the General Purchase Conditions, any volumes mentioned in this Nomination Letter and/or the Contract are estimated and non-binding volumes. Actual quantities will be provided through the logistic schedules by each CIE Roof Systems production plant.

14. Annual productivity

Supplier commits to an annual price reduction of [insert agreed percentage for the specific Project] % which shall be implemented twelve (12) months after SOP. Further reductions will be mutually agreed after such period.

15. Packaging

Define the agreed packaging.

16. Confidentiality

The mutual confidentiality agreement signed on [...] is fully applicable to this Nomination Letter.

[Insert Name of CIE Roof Systems entity]

[Insert Name of Supplier]

Date:

Date:

Name:

Name:

Signature:

Signature:

Annex I: Volume scenario

In accordance with the General Purchase Conditions, any volumes mentioned in this Nomination Letter and/or the Contract are estimated and non-binding volumes. Actual quantities will be provided through the logistic schedules by each CIE Roof Systems production plant.

Annex II : General Purchase Conditions: www.cieautomotive.com

GENERAL PURCHASING CONDITIONS

1.- **ACCEPTANCE OF THESE CONDITIONS.** Supplies to CIE AUTOMOTIVE companies, from here on "CIE AUTOMOTIVE" or "The CUSTOMER", arising from orders made by the latter shall be carried out in accordance with these General Purchasing Conditions, which shall be considered accepted by the SUPPLIER in the event that the latter gives its express or tacit conformity to the order sheet and hence, with the task performed, except in the event of special circumstances expressly stipulated in a separate document. Compliance with the requirements indicated in these General Purchasing Conditions is compulsory for supply to each and every one of the companies forming part of the group of CIE Automotive in every moment. While the document remains in force, its content is mandatory, even if it has not been made explicit reference to this in the documentation corresponding to the purchase. These general conditions may be supplemented by specific conditions or a Framework Agreement, set up specifically for one or more specific requests made by the companies of the group CIE Automotive (hereinafter referred to as Particular Conditions). In the event of a discrepancy between one and the other, shall prevail in the Particular Conditions.

2.- **MODIFICATIONS.** Any modification or exception to these General Conditions made by the supplier must be accepted, in advance and in writing by CIE Automotive, and only apply to the specific Request for which have been proposed. Any agreement reached with another department that attempts to modify the terms and conditions previously agreed must be approved in writing by the CIE AUTOMOTIVE purchasing department in the form of an appendix to this contract. Accordingly, the signing of sale forms of suppliers or the existence, in the case of General Conditions of sale of the Supplier, do not exempt from the application of these General Conditions, which prevail, in any case, except with prior written acceptance of CIE Automotive as provided in the same together with the express repeal, partial or total, of the present General Conditions.

3.- **CONFIDENTIALITY.** The CUSTOMER reserves the right to require the Supplier to sign a NDA, Non Disclosure Agreement, or equivalent confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties. On the other hand, CIE Automotive expects from the Supply Chain, observation about rules TISAX (Trusted Information Security Assessment eXchange), which is a maturity-based information security assessment approach aimed at the needs of the automotive industry, applicable primarily to tier 1 and tier 2 suppliers, but extensible to more complex supply chains, assessment is a requirement of certain original equipment manufacturers (OEMs). The main need is to protect:

- Projects or design information, prototypes or secret investment plans.
- Big data and process data, linked to new digitalization concepts, the development of autonomous cars.
- Interconnections within the supply chain network.
- Personal data of customers.

4.- **PROCESSING OF PERSONAL DATA.** The parties invoke to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, or similar Regulation in other countries.

5.- **CERTIFICATES OF ORIGIN.** The SUPPLIER shall supply the CUSTOMER with any certificate it may request, together with all of the necessary, signed, and complete details. This shall also apply to documents concerning the return of taxes from suppliers in the same country or in foreign countries. Moreover, the SUPPLIER shall inform the CUSTOMER if the goods to be delivered are subject to export restrictions, whether wholly or in part.

6.- **ORDERS.** All order made from CIE Automotive that is not supported by a contract will be supported by an order form (the "ORDER"), or, in his absence, by a budget agreed to in writing by CIE Automotive. The CUSTOMER shall make its Orders using a standardized model, each with its order number. The Order shall be considered accepted by the SUPPLIER when the latter gives express indication thereof or tacitly within 10 working days of the date on which the order was made, or by the tacit mere execution of the Order by the SUPPLIER.

7.- **DELIVERIES.** All goods deliveries shall be made to the unloading area of the factory indicated in the Order or delivery program and transported at the expense and risk of the SUPPLIER. Deliveries shall be made in the quantity, term, and manner indicated on the Order or in the programmes in which the latter is made. The conditions of carriage shall be defined by "Current Incoterms" in the orders. If this were not the case, the Incoterms should guaranty Carriage and Insurance Paid, CIP, to agreed place of destination for international transactions, and delivered duty paid in agreed place of destination, in case of domestically transactions.

8.- **INSPECTION AND ACCEPTANCE.** The CUSTOMER reserves the right to carry out the verifications at source and audits it considers appropriate, whether on its own initiative or accompanied by its Client, to the quality system, manufacturing process, products, inventory status, equipment and packaging, handling etc., at the SUPPLIER's plant. To that effect the CUSTOMER's authorized representatives shall have free access at all times (on request), during the period of implementation of the delivery contract, the local workshops or factories of the SUPPLIER and/or subcontractor, where they are in manufacture, stored or running the materials and/or equipment hired. In the event that SUPPLIER breaches are observed, the latter shall undertake to correct them in the term stipulated by the CUSTOMER. The defective material found, either in the receipt of materials, during the manufacturing process or in the subsequent implementation, it will be returned freight collect to the SUPPLIER, the supplier shall be responsible for the expenses that might be incurred as a result of the problem of "not quality" found.

9.- **COMPLIANCE WITH DELIVERY COMMITMENTS.** In the event of SUPPLIER breach of the agreed delivery commitments, either as regards quantity or term, even due to a cause beyond his will the CUSTOMER shall be authorized to modify at its convenience the total quantity and terms originally agreed, or to regard the Order as fully cancelled. Partial deliveries will not be accepted or amounts greater than those requested, unless that is indicated in the Order or specifically requested in writing. In the case of receiving higher amounts to those reflected in the Order, the surplus can be returned to the SUPPLIER with the corresponding freight to its charge.

10.- **DELAYS AND DAMAGES.** In the event of the SUPPLIER 's breach to comply with any of the obligations laid down, and without prejudice to the exercise of the legal actions that may correspond to the CUSTOMER, it is agreed a penalty of 1 % of the value of the undelivered material for each week with of delay, (with a maximum of 5%), without prejudice to the obligation for the supplier to pay the 100% of other costs or prejudices deriving from the aforementioned SUPPLIER 's breach, line stoppages, special transport, etc..

11.- **DELIVERY NOTES.** The materials shall be accompanied by the corresponding delivery notes, which shall indicate the following information:

- SUPPLIER number assigned by the CUSTOMER.
- Order number and purchasing order (OF).
- Code and full name of the material as per the order.
- Actual quantity sent.
- Date and number of document.
- Number of bundles, net weight and gross weight. Should these requirements not be met, the CUSTOMER reserves the right to return the delivery and subsequent invoice, since this information is essential for its organization.

12.- **QUALITY.** Batches that are rejected either totally or in part by the CUSTOMER'S quality services shall be returned to the SUPPLIER at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed. Depending on the case in question, the CUSTOMER may:

- Reject the material, which will need to be delivered again in the same quantities.
- Reject the material, without a replacement being sent by the SUPPLIER.
- Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise.
- Reject, at the Supplier's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to the CUSTOMER.

Although the SUPPLIER may not have received the notice of rejection before the parts are used, the CUSTOMER reserves the right to return those that are unusable due to manufacturing faults, establishing the relevant charge at the same time. Moreover, the SUPPLIER shall cover 100% of the costs incurred due to reprocessing, selections, or other actions necessitated due to faults with the supplied products. The Supplier shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain competitiveness on an international scale.

13.- **SUBCONTRACTING.** The SUPPLIER may not subcontract all or part of the execution of the order, without the prior written authorization by CIE Automotive. Obtaining such authorization of outsourcing implies that the Subcontractor accepts the present Purchasing Conditions from the moment it begins to provide its services to CIE Automotive. In any case of subcontracting, the SUPPLIER shall be liable jointly and severally liable with the subcontractor in respect of all obligations of this to CIE Automotive, which may exercise the corresponding legal actions either against the Subcontractor and/or SUPPLIER.

14.- **EQUIPMENT AND STANDARDS.** Stamping tools, molds and general tools ordered or required to obtain the parts stipulated in the Order shall be considered the property of the CUSTOMER and may be withdrawn by the latter when it requests delivery thereof, and the Supplier shall renounce any other right that may correspond to it. The SUPPLIER shall provide an "in deposit" delivery note for these materials. While these materials are in the possession of the Supplier, the Supplier shall be responsible for their maintenance and conservation in order to ensure their good operation.

15.- **PRICES.** The prices referred to in the Order are fixed and unchangeable, except for any contrary written agreement, and include all of the goods or services which are the subject of contracting as well as any costs to be borne by the supplier to make effective the supply or provision of those. The CUSTOMER shall not accept any change to prices once the order has been processed, unless it involves a change in manufacture that has been agreed between the parties.

16.- **INVOICES.** Payment invoices shall be submitted in duplicate. The invoice must collect the order number, reference, description of the product or service, delivery note number, unit price, total amount, date, expiration date, name, NIF, bank details (in case of a transfer), and address. The invoices will be sent to "THE CUSTOMER" by the means previously agreed between both parts, post, fax, e-mail.....

17.- **CONDITIONS OF PAYMENT.** Payment conditions shall be agreed upon by both parties and will be reflected in the Order or in any other document signed by CUSTOMER and SUPPLIER.

18.- **RESOLVE.** The relationship between the CUSTOMER and the SUPPLIER shall be extinguished by its expiration or early termination of the same. The CUSTOMER shall have the power to resolve in advance the contractual relationship in the following cases:

- The SUPPLIER's failure to comply with the legislation in force, and in particular, of the labor obligations, social or fiscal, related to personnel intended for the execution of the order.
- Any breach of these Terms and Conditions or any of the other documents that form part of the Order, considering as non-compliance, the unwarranted delay in the execution of the supply or services ordered.
- The extinction of the legal personality of the SUPPLIER or the sale or transmission of the SUPPLIER or its transformation into another legal entity.
- Assignment of the contract, in whole or in part, without the prior authorization, express and written, of CIE Automotive.
- The application for a declaration of bankruptcy of the SUPPLIER or the existence of a significant decrease of its financial capacity that could assume the foreseeable cessation of its payment obligations.
- The mutual agreement between the parties.

19.- **FORCE MAJEURE.** The CUSTOMER may suspend the receipt and payment of goods requested from its Supplier in the event of flooding, fire, or other accident at the factory where the delivery is to be made, and in the event of collective conflict, similar situations, or those of force majeure.

20.- **SUPPLIER'S LEGAL COMPLIANCE.** The SUPPLIER undertakes to comply with and enforce their employees, and in its case, its contractors and assignees, the legislation in force in the Fiscal, Employment, Social Security, Safety and Health at Work and the Environment, and any other legal application, as well as respecting, in the case of activities carried out at the installations of CIE Automotive, policies on Safety and Health at Work and the Environment taken by CIE Automotive. Likewise, the SUPPLIER, in jobs to be performed at the CUSTOMER'S facilities, shall respect and ensure compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorize the CUSTOMER to terminate the contract with the SUPPLIER and/or to claim any damages arising from such breach.

21.- **CONFORMITY WITH REGULATIONS.** All products and/or services supplied by the SUPPLIER must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process. The SUPPLIER shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorization and restriction of chemicals (REACH) and any modifications that may be made to said regulation in the future, as well as any other regulation applicable to this field. CIE Automotive suppliers must fulfil the regulations about the use of conflict minerals sourced in the "Covered Countries". (See "Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502" for American companies. And for European companies: "EU Regulation 2017/821", approved in 2017, valid from January 1, 2021. New European Regulation, has the same Minerals in scope and very much aligned to the US Dodd-

Frank Act aforementioned). The breach of this regulation involves, in first term status as "Global Business Hold" and the removal as supplier for CIE Automotive, if after an agreed period the situation is not solved satisfactorily. In this same way, CIE Automotive expects, that all the "Supply Chain Suppliers", knows, share and meets the list about critical raw materials (CRMs)*, created by the European Commission.

22.- ENVIRONMENTAL, SOCIAL AND GOVERNANCE CRITERIA. The CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. Therefore, every supplier must have a plan aligned with the United Nations 2030 Agenda for Sustainable Development. The non-compliance of any of them, would enable the immediate termination of the contractual relationship.

23.- INSURANCES. The SUPPLIER must compensate all damages, personal or material, which, as a result of the execution of the order, cause to the CUSTOMER or third parties, or in its case,

*https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical_en

repair or replace the damaged property, when the nature and purpose of the same allows to it. These effects, and regardless of all the mandatory insurance as required by the legislation for the proper exercise of the Order, the supplier shall be obliged to provide a liability Insurance Policy, which covers the possible contingencies that may arise against a third party, including the CUSTOMER itself.

24.- LEGAL REGIME. The applicable law shall be the law of the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER. The supplier, for the case of a dispute, disagreement, issue or complaint arising from the interpretation or execution of the order or of the present General Conditions with express waiver of its jurisdiction, submits to the jurisdiction and competence of the courts and tribunals of the place where the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER.

25.- CODE OF CONDUCT. Just as all CIE Automotive employees are required to familiarize themselves with and comply with the Code of Conduct, the Group also encourages its business partners (joint ventures, suppliers, customers, contractors and other partners) to align their conduct with the Code and apply equivalent ethical standards, including Anti-Corruption, Bribery and Conflict of Interest, among others. The partial or total breach of the aforementioned Code of Conduct, would allow the automatic resolution of the contractual relationship, as well as the elimination as a supplier of CIE Automotive

26.- WHISTLE-BLOWING CHANNEL. CIE Automotive has set up a procedure for managing notifications and enquiries with respect to Code of Professional Conduct breaches or anomalies. All members of the organization and any of its stakeholder groups may use to it make enquiries or notify unusual activity or breaches of the rules set down in the Code of Professional Conduct aforementioned, using the following channels:

- WHISTLE-BLOWING CHANNEL E-MAIL INBOX: whistleblowerchannel@cieautomotive.com
- POSTAL CORRESPONDENCE ADDRESSED TO THE COMPLIANCE DEPARTMENT: Alameda Mazarredo 69, 8º. 48009 Bilbao (Bizkaia), Spain.
- THE CORPORATE WEBSITE: www.cieautomotive.com/en/web/guest/ethical-channel

In the same way, the CIE Automotive Group fervently recommends, to its suppliers and the rest of its supply chain, to have a similar procedure for managing notifications and inquiries regarding its Code of Professional Conduct.