

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF CAPITAL EQUIPMENT AND TOOLING

1. DEFINITIONS

Purchaser: any Plastic Omnium - Auto Inergy Division legal entity which issues an Order or on whose behalf an Order is issued.

Seller: any legal entity to whom an Order is addressed.

Order: any request sent in writing or by electronic means for the development and/or manufacture and delivery of any Machine.

Contract: any contract formed by Seller's acceptance of an Order.

Machine: shall mean the capital equipment and/or tooling to be used for the manufacture of the Purchaser's fuel systems and which are described in an Order.

2. GENERAL

2.1. These General Terms and Conditions of Purchase shall apply to all Contracts for the purchase of Machines by the Purchaser to the Seller, unless otherwise indicated in writing by the Purchaser. All other general terms and conditions communicated by the Seller are excluded, even where the Purchaser does not expressly reject them in each case.

2.2. The Contract shall include the Order and all documents attached to or referenced in the Order including these General Terms and Conditions of Purchase. In the event of any contradiction between these General Terms and Conditions of Purchase and the terms of the Order, the latter shall prevail.

2.3. The performance of an Order by the Seller shall imply acceptance of the Contract by the Seller, even where the Seller has not notified such acceptance in writing.

2.4. No Order or variations thereof shall be binding on the Purchaser unless signed by a duly authorized signatory of the Purchaser's purchasing department being understood that no variations to the General Terms and Conditions of Purchase themselves shall be binding on the Purchaser unless agreed upon and signed by the Vice President Purchasing of the Purchaser.

3. PERFORMANCE OF THE ORDERS

3.1. The Seller shall perform the Orders in compliance with the Purchaser's specifications and all applicable laws and regulations including, but not limited to, those relating to transportation, importation, export, recruitment, wages, labor hours and other conditions of employment, occupational health/safety, environment, use of subcontractors and competition. The Seller undertakes to ensure that its own suppliers and subcontractors will comply with such provisions.

3.2. The Purchaser reserves the right to modify at any time the Contract or the Orders, including technical specifications, quality, quantities, date and place of delivery, packaging and conditions of transport. The Seller shall assess the effects of said modifications, if any, particularly in terms of costs, lead-times and quality, and shall notify the Purchaser of said effects within the time limits specified by the Purchaser. The Seller shall implement those modifications when requested by the Purchaser and irrespective of the fact that the Seller and the Purchaser may not have agreed yet on the consequences of such modifications.

4. DELIVERY, ACCEPTANCE AND REJECTION

4.1. Unless otherwise agreed in writing, the delivery of any Machine shall be done in accordance with the Incoterm ICC 2010 "DDP (address of delivery site)"

4.2. Unless otherwise agreed in writing, the acceptance of any Machine will be done as follows:

(a) When the Machine is completed, the Purchaser will inspect the Machine in the Seller's plant. A limited machine run off will be conducted, as defined in the Purchaser's specifications, to determine if the Machine complies with the Purchaser's requirements. If the Machine is deemed acceptable by the Purchaser, the Purchaser will approve the Machine for shipment to the Purchaser's plant stated in the Order.

(b) If after this run off, the Purchaser determines that the Machine does not comply with its requirements or specifications, the Seller shall repair or modify the Machine at its cost. The Purchaser will issue a

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provisional acceptance form only if and when the Machine complies with the Purchaser's requirements and specifications.

(c) After the receipt of the provisional acceptance form, the Seller shall deliver the Machine at the Purchaser's plant specified in the Order. The risks of loss of or damage to the Machine shall be transferred to the Purchaser at the time of the delivery of the same at its plant.

(d) Once the Machine has been received and installed at the Purchaser's plant, a production run, as defined in the Purchaser's specifications, will be conducted. If the Machine complies with all functional specifications and requirements, the Purchaser will grant the Seller final acceptance.

(e) If according to the Purchaser the Machine does not comply with its functional requirements or specifications, the Seller shall repair or modify the Machine at its cost. The Purchaser will issue a final acceptance form and pay the price or balance of the price of the Machine as the case may be only if and when the Machine complies with all its functional specifications and requirements.

4.3. Title to the Machines as well as to the documentation, files, drawings etc ordered by the Purchaser for the development and/or manufacture of the Machines shall pass to the Purchaser as soon as they come into existence and at whatever stage of work/completion they may be.

4.4. Any acceptance by the Purchaser of any Machine including the acceptance by the Purchaser of any deviation thereof shall not relieve the Seller's liability for such Machine.

5. DELAY

5.1. The Seller shall comply with the time schedule provided by the Purchaser. The Seller shall immediately inform the Purchaser in writing about any anticipated delay and provide the Purchaser with an action plan to remedy the delay. The delivery times stated in the Orders are of the essence.

5.2. If the delivery of any Machine is delayed by less than two (2) weeks and such delay is attributable to the Seller, the Purchaser may charge the Seller as liquidated damages a sum equal to 0,5% of the value of the Contract per day of delay. If the delivery of any Machine is delayed by two (2) weeks or more and such delay is attributable to the Seller, the Purchaser may charge the Seller as liquidated damages a sum equal to 1% of the value of the Contract per day of delay in the limit of four (4) weeks. This remedy shall apply without prejudice to any remedies or rights of the Purchaser at law or under the Contract.

6. OBLIGATION TO SUPPLY REPLACEMENT AND SERVICE PARTS

The Seller shall be obliged to supply all replacement and service parts as may be required by the Purchaser for a period of time agreed upon by the Purchaser and the Seller.

7. PRICES AND PAYMENT

7.1. The prices set forth in any Order shall be fixed and shall be deemed to include the costs for the analysis, development, production, tests, validation and delivery of the Machine and of its documentation and accessories as well as the meetings, travel and accommodations costs. No other costs shall be reimbursed by the Purchaser to the Seller.

7.2. The invoices shall bear all mentions mandatory at law as well as those required by the Purchaser including the references of the Machine, the reference and date of the Order, the invoice number, the date of delivery and the Seller code. Invoices submitted without these elements may be rejected by the Purchaser.

7.3. The Purchaser may at any time set off any amount owed by the Seller to the Purchaser against any amount owed by the Purchaser to the Seller.

8. QUALITY / SAFETY / ENVIRONMENT

8.1. The Seller shall implement, maintain and document a state of the art quality management system to meet the Contract requirements and shall evidence the same to the Purchaser. The Purchaser reserves the right to enter the Seller or the Seller's subcontractors premises on reasonable notice to audit the quality

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assurance system in place. The Seller shall implement any corrective actions requested by the Purchaser if the Purchaser considers that the Seller does not meet the Purchaser's quality requirements.

8.2. The Seller shall implement an environmental management system which complies with the standard ISO 14001 norm.

8.3. The Seller shall provide the Purchaser with the Materials Safety Data Sheet for any chemicals supplied to the Purchaser.

9. WARRANTY

9.1. The Seller warrants that the Machines (i) will conform to the agreed specifications (drawings, samples, specifications, etc.) and the state of the art; (ii) will be safe and fit for the particular purpose intended by the Purchaser as disclosed by the Purchaser to the Seller, (iii) will be free from any defects, including hidden defects, of design, materials and workmanship; (iv) will be free from any rights and claims from third parties; (v) will comply with all laws and regulations in force, or published as coming into force on a specific date, in the countries of use of the Machines.

9.2. In the event of a breach of a warranty, the Seller shall (i) at the Purchaser's choice immediately repair or rework the Machine in its plant or at the Purchaser's plant at no cost for the Purchaser and (ii) indemnify the Purchaser from all direct or indirect damages and costs suffered by the Purchaser as a result of or in connection with the Seller's breach of warranty.

9.3. Except as otherwise agreed in writing by both parties, the duration of the warranty granted by the Seller to the Purchaser is of five (5) years from the date of issue of the final acceptance form by the Purchaser to the Seller.

9.4. These warranties shall be in addition to any implied or statutory warranties at law or any other commercial warranty that may be provided by the Seller to the Purchaser.

10. INSURANCE

The Seller shall take out and maintain at its sole expense, with a reputable and financially sound insurance company, insurance policies sufficient to cover any liability of the Seller towards the Purchaser and third parties. Said insurance coverage shall not under any circumstances be construed as a limitation to the Seller's liability. The Seller shall provide the Purchaser with certificates of such insurance policies at each yearly renewal period.

11. SUBCONTRACTING

The Seller shall not subcontract in whole or in part, the performance of any Contract, to any third party without the Purchaser's prior written consent. Even if such consent is given, the Seller shall remain solely liable to the Purchaser for the acts or omissions of such third party.

12. CONFIDENTIALITY

The Seller shall not disclose, or allow to be disclosed to any third party, by any means whatsoever, any specifications, drawings, samples, files, data, know-how or other technical, economic or business information provided by the Purchaser to the Seller for the purpose of the Contract ("the Confidential Information") without the Purchaser's prior written consent. The Seller shall only disclose the Confidential Information to the members of its personnel on a need to know basis for the purpose of the Contract and who are bound by a confidentiality obligation. The Seller shall not use the Confidential Information for any purpose other than the performance of the Contract. The Confidential Information shall remain the property of the Purchaser and the disclosure of the Confidential Information by the Purchaser to the Seller shall not imply the transfer or assignment of any right including but not limited to any intellectual property right on the Confidential Information.

13. INTELLECTUAL PROPERTY

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13.1. The Seller agrees to transfer to the Purchaser all documents such as specifications, drawings, layouts etc... relating to the specific development made by the Seller on the Machines for the performance of any Order as well as assign to the Purchaser any and all intellectual rights pertaining thereto such as patent or copyright. Such assignment shall be deemed to include the right for the Purchaser to use, adapt, or modify the same. To the extent the Seller furnishes a pre existing design for the Machines, then the Seller hereby grants to the Purchaser a perpetual paid up non exclusive, worldwide, royalty free license with a right to sublicense to others, to make, have made, use, have used such intellectual property for the Machines including such pre existing design and any modifications or improvement thereon.

13.2. The Seller shall not use intellectual property rights of third parties, without their prior written agreement, for the purpose of any Order. It shall defend, indemnify and hold the Purchaser harmless from and against any and all actions brought by any third party based on such rights. In the event that the Purchaser is obliged to stop using the ordered Machines, the Seller shall either obtain the right for the Purchaser to continue to use the Machines, without restriction, or replace or modify them so as to make them non infringing, and the Seller shall bear all the direct and indirect costs incurred in connection therewith, without prejudice to any claim, including any claim for damages, that the Purchaser may be entitled to pursue under applicable law.

14. TERMINATION

14.1. Without prejudice to any other remedies or rights of the Purchaser under Contract or at law, the Purchaser may terminate all or any part of the Contract automatically without having to request a court order and without liability to the Seller: (i) if the Seller threatens or fails to fulfil any of its obligations under the Contract (ii) if the Seller becomes insolvent, if a petition for bankruptcy, liquidation or winding-up is filed by or against the Seller or if the Seller is subject to any other proceeding of a like nature (iii) in case of merger, spin off or direct or indirect change of control of the Seller.

14.2. The Purchaser may also terminate all or any part of the Contract automatically at any time with or without cause at its convenience by sending a three months prior written notice to this effect to the Seller. Subject to the Seller complying with the provisions of paragraph 14.3, the Purchaser shall pay to the Seller: (i) the agreed price for work completed to the Purchaser's satisfaction under the terminated Order and (ii) the costs of any outstanding work carried out with the express written authorization of the Purchaser up to the termination date less any amount already paid for by the Purchaser to the Seller in respect thereof. Unless otherwise agreed in writing by the parties, the Seller shall provide the Purchaser with an invoice for the payment of such amounts within thirty (30) days of the receipt of the notification of termination by the Purchaser and such invoice will be settled by the Purchaser (30) within days once it is approved by the Purchaser. The Seller shall not be entitled to any other payment from the Purchaser due to termination of the Contract by virtue of this Article 14.2.

14.3. In the event of termination of the Contract, the Seller shall transfer title and deliver to the Purchaser, within the time limits and at conditions specified by the Purchaser, any finished works and works in progress along with all studies, drawings, models, prototypes, parts and materials acquired by the Seller under and for the purpose of the Contract.

15. MISCELLANEOUS

15.1. If any provision of the Contract is declared invalid or unenforceable under any statute, regulation or other rule of law, such provision shall be deemed severed and deleted and the remaining provisions shall remain in full force and effect. In such a case, the Purchaser and the Seller shall replace such invalid or unenforceable provisions with valid and enforceable provisions having similar economic effect.

15.2. The Seller shall not assign the benefit or the burden of the Contract, in whole or in part, to any third party without the Purchaser's prior written consent.

15.3. The Seller, (which for purposes of this clause shall include all of the Seller's employees, agents, representatives, affiliates and any person who performs Services on behalf of the Seller) agrees with the Buyer that it will not, in connection with the Goods and/or Services to be supplied under this Contract, bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or

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other form of inducement, reward or advantage (whether of money or anything of value)) the Buyer, any public or government officials or employees, public international organisations, political parties, or private individuals or other entities ("Relevant Party").

The Seller represents and warrants to the Buyer that it has not, prior to the date of this Agreement, bribed or attempted to bribe any Relevant Party in order to secure any business from the Buyer whether in connection with this Contract or otherwise.

The Seller acknowledges and agrees on behalf of all of the Seller's employees, agents, representatives, affiliates and any person who performs services on behalf of the Seller that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.

The Seller agrees that it will not take or knowingly permit any action to be taken that would cause the Buyer to be in violation of any applicable anti-bribery or anti-money laundering laws.

The Seller agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Seller whether under this Contract or otherwise, and the Buyer (and the Buyer's authorised representatives) shall have the right to inspect and audit the Seller's books, records and accounts at any time on prior written notice.

The Seller shall refuse any and all remuneration to third parties if such remuneration does not correspond to an actual service for a justified amount duly posted in its accounts.

The Seller shall ensure that any subcontractor or other person associated with it as to perform works, Services or delivery of Goods in connection with the Seller's performance of its contractual obligations to the Buyer, does so only on the basis of a written contract that impose or secure the same level of commitments with regard to anti-corruption, anti-bribery, anti-kickback, and other similar conduct, activities, or business practices.

If the Seller discovers that it has or may have violated any of the provisions in this clause, the Seller shall immediately notify the Buyer and cooperate with any investigations by the Buyer into such matters.

Without prejudice to the generality of clauses above, the Seller covenants with the Buyer to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Seller's behalf.

The Seller agrees that in addition to the Buyer's termination rights set out elsewhere in this Contract, the Buyer may immediately terminate this Contract in the event of a breach of this clause by the Seller.

Without prejudice to the Buyer's rights to be indemnified elsewhere under this Contract, the Buyer shall not be required to make any payments to the Seller that might otherwise be due from the Buyer if such payments are related to a transaction in connection with which the Seller has breached this clause.

15.4. No delay or omission by the Purchaser to exercise any right or remedy granted under the Contract shall constitute a waiver of such right or remedy, and every right and remedy of the Purchaser under the Contract shall be cumulative and in addition to any other rights and remedies provided at law or in equity.

15.5. No change to the Contract by the Seller shall be valid without the Purchaser's prior written agreement.

16. GOVERNING LAW - JURISDICTION

16.1. Any Contract shall be governed by and construed in accordance with the laws of the country where the Purchaser has its registered office, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, Vienna dated 11th April 1980, any statute implementing that convention and any conflict of law provisions.

16.2. Any actions or proceedings by the Seller against the Purchaser shall be brought by the Seller exclusively in the court(s) having jurisdiction over the location where the Purchaser has its registered office. Any actions or proceedings by the Purchaser against the Seller may be brought in any court(s) having jurisdiction over the Contract, at the Purchaser's option.

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1. SCOPE OF APPLICATION & RESPONSIBILITIES

SCOPE OF APPLICATION

- | | | |
|--|--|---|
| <input type="checkbox"/> Fuel Systems | <input checked="" type="checkbox"/> Division HQ | <input checked="" type="checkbox"/> Analysis center |
| <input type="checkbox"/> SCR Systems | <input checked="" type="checkbox"/> Plant | <input checked="" type="checkbox"/> Research center |
| <input checked="" type="checkbox"/> All Products | <input checked="" type="checkbox"/> Technical Center / Antenna | <input checked="" type="checkbox"/> SILS |
| <input type="checkbox"/> Others: | | |

SCOPE OF DISTRIBUTION

- | | | |
|---|--|------------------------------|
| <input type="checkbox"/> Internal only | <input checked="" type="checkbox"/> Supplier | <input type="checkbox"/> OEM |
| <input type="checkbox"/> Restricted to: | | |

2. DOCUMENT HISTORY

Version	Revision description	Date	Contributors	Process Owner/Leader Validation
V01E01	Creation	1-Jan-07		J VAN DEN OETELAAR
V02E01	Add anti-corruption clause, update to incoterms 2010	18-Apr-2014	G DEMOURS C GRAVIER	L DOMMANGE
V03E01	Update to new PO brand rules and naming	16-Oct-14	R PIERCE	L DOMMANGE