

TERMS AND CONDITIONS OF SUPPLY OF COMPONENTS (LME Version)

1. DEFINITIONS

Affiliate: any legal entity which directly or indirectly (i) is controlled by a Party, or (ii) controls a Party, or (iii) is under the same control or joint control as a Party. For the purpose of this definition the term "control" means the possession, directly or indirectly, of at least fifty percent (50 %) of the equity ownership or voting rights.

Call for Delivery: any document issued by the Purchaser as part of an Open-ended Order, by which, except as regards the provisional quantities, the Purchaser definitively orders firm quantities of Products, and sets the dates or deadlines for the delivery of such Products.

Contract: the set of contractual documents concerning a Product and governing the relationships between the Parties, as set forth below in Article 2 "General". **Firm Order:** all document(s), other than an Open-ended Order, by which the Purchaser undertakes to purchase Products.

Master Agreement of Supply: the framework agreement freely negotiated between the Parties.

Nomination Letter: the contract by which the Purchaser confirms the nomination of the Seller for the development and/or the supply of Products as part of a Program.

Open-ended Order: all document(s) by which the Purchaser defines the Products which he is likely to order, without definitive commitment to purchase, by giving their main characteristics, without setting forth the duration of the Order and the final quantities, such final quantities being ordered by a Call for Delivery.

Order: any request sent in writing by mail, fax or by electronic means for the delivery of Products such as and without limitation Firm Orders and Open-ended Orders. **Party or Parties:** the Purchaser and/or the Seller.

Products: all components, functions, units and accessories relating to or assembled with fuel storage and delivery systems, DPF Systems or SCR Systems, or any other energy or depollution management system or component, as well as all Tooling and all services associated therewith, described in an Order.

Program: the vehicle development program with respect to which the Purchaser has been chosen by its customer.

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.

Terms and Conditions of Supply: the present document.

Tooling: all equipment required for the production, inspection or evaluation of Products, and loaned by the Purchaser to the Seller. Such Tooling may be (i) provided by the Purchaser, directly or indirectly, to the Seller to perform the Contract, or (ii) ordered by the Purchaser to the Seller, and paid for by the Purchaser, directly or indirectly, notably but not exclusively to the event it is amortized in the price of Products. The Tooling remains the property of the Purchaser, or as the case may be of its customer.

2. GENERAL

2.1 These Terms and Conditions of Supply shall govern all Contracts concluded between the Purchaser and the Seller, to the extent that the Seller has not expressly invoked its own general terms and conditions of sale in the course of the consultation procedure.

Where the Seller expressly invokes its general terms and conditions of sale in due course, all Contracts shall be governed by the written agreement of the Parties following the negotiations. The Seller's general terms and conditions of sale shall in no case tacitly apply because of their communication, regardless of the medium or the frequency of the communication.

No modification to the Terms and Conditions of Supply shall be binding on the Purchaser unless agreed upon and signed by the President or Vice President Purchasing of the Purchaser.

2.2 The Contract is composed of the following documents, listed in decreasing order of priority, and of any document signed by the Seller when it joined the panel: (i) the Call for Delivery, (ii) the Order, including all documents attached to or referenced in the Order (iii) the Nomination Letter as the case may be (iv) and these Terms and Conditions of Supply or as the case may be, the Master Agreement of Supply freely negotiated between the Parties.

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Any conflict between the documents shall be resolved by applying the same order of priority as above, the first appearing document having priority over the second and so on. In case of contradiction within the same contractual document, specific provisions shall prevail over general provisions. 2.3 The performance of an Order by the Seller shall imply acceptance of the Order and the conclusion 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.

2.5 Except for firm quantities specified in Firm Orders or in Calls for Delivery, quantities that may be indicated in the Contract are non-binding estimates, given for information purposes only, and do not represent a commitment of the Purchaser.

3. DELIVERY AND REJECTION

3.1 The quantities and delivery times stated in Firm Orders and/or the Calls for Delivery are of the essence. The delivery dates and hours stated in Firm Orders and/or the Calls for Delivery shall be the dates and hours when the Products are made available at the agreed place, in accordance with the terms and conditions agreed.

3.2 The Purchaser reserves the right to reject any Products, which do not conform as to quality, quantity or description with the particulars of the Contract within 30 days from delivery. Non-conforming Products rejected by the Purchaser will be replaced without delay at no cost to the Purchaser. Any rejected deliveries for whatever cause shall be stored at the Seller's expense and risk until the Seller recover the same.

3.3 In the event of an interrupted, delayed or an incomplete delivery of Products attributable to the Seller, as well as in the case where the Products delivered are not compliant, the Purchaser, without prejudice to any other rights or obligations at law or under Contract including the right to claim damages for delays or interruption of production, may exercise any or all of the following remedies: (i) charge the Seller as liquidated damages as a genuine pre estimate of damages a sum equal to 10% of the value of the delayed or non performed delivery, for each week's delay, in the limit of four (4) weeks delay (ii) require the Seller to perform the delivery by any other means of transport than that initially agreed, with any extra cost being borne by the Seller (iii) procure supplies from a third party of the Purchaser's choice, until the Seller remedies the breach, with all extra costs being borne by the Seller (iv) suspend any payment due to the Seller in relation with the related Order, until the non-conformity has been resolved and (v) charge the Seller for any costs incurred by the Purchaser as a result of the non-conformity (including, without limitation, costs of inspection, sorting, testing, or storage) and an administrative fee associated with the non-conformity.

3.4 Any acceptance by the Purchaser of any Products including the acceptance by the Purchaser of any deviation thereof shall not relieve the Seller's liability for such Products notably in regards of warranty against hidden defects or liability for defective products.

4. SECURING SUPPLIES

With respect to Open-ended Orders, the Seller shall implement and maintain a plan for securing supplies (organisation of its production means, stockpiling, etc) enabling the Seller to fulfil all of the Purchaser's Calls for Delivery without production interruption at the Purchaser's plant. The Seller shall communicate such security plan to the Purchaser before the date of the start of production of the vehicles of the Purchaser's customer. The Purchaser may at its discretion perform audits on the security plan implemented by the Seller from time to time. The Seller shall supply the Products to the Purchaser in accordance with the quantities and conditions stated in the Orders, Calls for Delivery and shipping instructions that may be issued from time to time by the Purchaser during the entire lifetime of a Program.

5. TRANSFER OF TITLE AND RISKS

Title to the Products and risks shall pass upon delivery of the Products in accordance with the Incoterm agreed in the Contract without prejudice to the Purchaser's right to reject the Products. If no Incoterm is agreed upon, the Incoterm ICC 2010 "DDP (address of delivery site)" shall apply.

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6. TOOLING

6.1 All items of Tooling, shall be the exclusive property of the Purchaser or the Purchaser's customer as the case may be, as soon as the Tooling starts being manufactured.. The Tooling shall be identified by the Seller in its plant as the property of the Purchaser's property or that of its customer by whatever appropriate means including but not limited to affixing thereto a plate indicating to whom it belongs, and shall not be subject to any attachment or procedure of sequestration. If the Seller is not the owner of the premises where the Tooling is located, the Seller shall undertake to notify the landlord about the ownership of the Purchaser on such Tooling before it enters such premises. Upon early termination or expiry of the Contract the fact that the total price of the Tooling has not been yet paid by the Purchaser shall not affect the Purchaser's title rights on such Tooling and the Purchaser will make good the difference.

6.2 The Seller: (i) shall use the Tooling exclusively for the performance of Orders issued by the Purchaser for Products and (ii) shall not remove, modify, reproduce or destroy said item of Tooling without the Purchaser's prior written consent.

6.3 The Seller warrants that the Tooling (i) shall meet the Purchaser's specifications when the Tooling has been supplied by the Seller to the Purchaser and (ii) shall fit for the purposes for which it is intended for.

6.4 The Seller shall promptly inform the Purchaser of any malfunctioning or damage caused to the Tooling or suffered thereby, as well as of any event likely to require the Tooling to be replaced or which could cause a stoppage in the supply of the Products.

6.5 The Purchaser shall have the right to enter into the Seller's premises during the Seller's working days and hours, provided that a twenty four (24) hours prior notice is given, to inspect the Tooling and any Seller's records with respect to the Tooling.

6.6 The Seller (i) shall maintain, repair and/or renew the Tooling that is damaged, lost or worn-out and shall insure at its own expense such Tooling at its replacement value throughout the term set out in article 7 and (ii) shall expressly waive any right of retention whatsoever on the said Tooling and shall return it to the Purchaser, at the Purchaser's first request, in perfect working condition with complete technical documentation, including all the detailed drawings relating thereto..

7. 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 corresponding to the period of serial production, and the after sale service period of fifteen (15) years after the end of production or any other period agreed between the Purchaser and the Seller in the Contract

8. PRICES AND PAYMENT

8.1 Every delivery of the Products shall be covered by an invoice that will bear all mentions mandatory at law as well as those required by the Purchaser. Invoices shall be paid by the Purchaser within forty-five (45) days of the end of the month following the date of issuance of the invoice, subject to maximum payment terms that may be applicable under imperative provisions of applicable laws. Any undisputed invoice that would remain unpaid after the due date shall bear interest at the rate of three (3) times the French legal interest ("Taux d'intérêt legal") as published from time to time by the competent authorities. The flat fee for recovering set out in Article L.441-6 of the French Commercial Code shall be applicable.

8.2 Payment of an invoice shall not constitute acceptance of the Products.

8.3 The Parties may at any time set off any reciprocal debts, notwithstanding the fact that the legal requirements for set-off pursuant to articles 1289 and subsequent of the French Civil Code are not met.

8.4 The Seller expressly authorizes the Purchaser to resell the Products to a third party, irrespective of the fact that full payment has not been made yet.

9. MODIFICATIONS

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9.1 The Purchaser reserves the right to submit at any time modifications to the Contract, the Orders or the Calls for Delivery, including technical specifications, quality, quantities, dates and places 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 promptly inform the Purchaser of said effects in order to guarantee the continuity of production. If the Purchaser informs the Seller of the effects of modifications, the Parties undertake to renegotiate the Contract in good faith. The Seller shall however promptly implement those modifications to guarantee the continuity of production, irrespective of the fact that the Parties may not have agreed yet on the consequences of such modifications, in the event that those modifications are made necessary (i) because of a modification requested by the Purchaser's customer, or (ii) to comply with any safety or environment requirement and more generally with any law or regulation.

9.2 The Seller shall not be entitled to modify in any manner the Products or the production process of the Products including but not limited to a change of production line, place of production or of subcontractors without the prior written consent of the Purchaser. Subject to the above, the Seller agrees to continuously look for any changes in the specifications or production of the Products, which would improve its quality and reliability or would lead to a decrease in prices of the Products or improve the delivery times and to notify the Purchaser of any proposed changes to that effect.

10. QUALITY

The Seller shall implement, maintain and document a state of the art quality assurance and management system to meet the Contract requirements and ensure compliance of the Products with the requirements of the Contract, including without limitation ISO9001 and ISO/TS16949 standards, or as the case may be, volume 6.1 of the VDA series (german) or QS 9000 (US).

The Seller shall evidence the same to the Purchaser. At the Purchaser's request, the Seller shall provide to the Purchaser all its quality records and all the tests results made on the Products. The Seller shall have a system in place to allow for full traceability of the Products manufactured and delivered in order to mitigate costs in case of a defective Product. The Purchaser either alone or with its customer reserves the right to enter the Seller or the Seller's subcontractors premises on reasonable notice to audit the quality assurance system in place and to request that corrective actions be carried out if such quality assurance is deemed inadequate.

The Seller shall keep all documents related to the Products, during the serial production period as well as the period of supply for replacement parts as defined in article 7, and shall make such document available to the Purchaser upon its first request. The Seller shall ensure that its potential subcontractors comply with the quality requirement set out in the Contract.

11. WARRANTY

11.1 The Seller warrants that the Products: (i) will conform to the agreed specifications (drawings, samples, etc) and the state of the art (ii) will be fit for the particular purpose for which it is intended for (iii) will be free from any defects, including hidden defects, of design, manufacture and operation (iv) will be exempt from any rights of third parties (v) will comply with all laws and regulations in force, or publicized as coming into force on a precise date.

11.2 This warranty period shall last until the expiration of the warranty granted by the Purchaser to its customer for the Program, or any other period expressly agreed by the Parties in the Contract.

11.3 During the warranty period, the Seller shall replace the Products or pay the costs to replace any non-conforming Products, or if necessary, to pay the costs to replace the Purchaser's complete system, if the Products do not comply with the Purchaser's commitments provided in article 11.1. In addition, the Seller shall reimburse all costs suffered by the Purchaser in connection with such non-conformity and replacement of Products and/or of the complete system, notably all costs, expenses or damages that may be charged to the Purchaser by its customer in relation thereto.

11.4 The Seller agrees that the Purchaser shall be entitled to charge-back or deduct from any amounts due to the Seller the amount of the warranty costs suffered by the Purchaser.

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11.5 This warranty 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.

11.6 The Seller shall promptly remedy at its cost any defective or non-conforming Products and shall diligently comply, at its own cost, with all requirements of the Purchaser or its customer in case of a recall campaign or other service action.

12. LIABILITY

The Seller shall defend, indemnify and hold the Purchaser harmless from and against any and all liability, costs, damages, losses, third party claims and expenses (including legal and experts fees and court proceedings expenses) arising out of or in connection with (i) any breach by Seller of any terms of the Contract or (ii) defective or non conforming Products. The Seller shall also indemnify the Purchaser for any expenses, costs, damages, actions and expenditures related to the recall campaigns initiated by the Purchaser or its customer.

13. 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, including notably the coverage of all expenses related to recall campaigns. 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.

14. 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.

15. CONFIDENTIALITY

15.1 The Seller shall not disclose, or allow to be disclosed to any third party including the Purchaser's customers, by any means whatsoever, the negotiated prices for any Order and any specifications, drawings, samples, or other technical, economic or business information provided by the Purchaser for the purpose of the Contract ("the Confidential Information"), without the Purchaser's prior written consent. The Seller shall disclose the Confidential Information only to those members of its personnel who need to have access to the Confidential Information for the purpose of the Contract and are bound by confidentiality obligations, and the Seller shall not use the Confidential Information for any purpose other than the performance of this Contract. The Seller undertakes not to make any use of the Purchaser's name, trademark or logo for advertisement purposes or for any other purpose than the performance of this Contract.

15.2 The Purchaser shall not disclose any information communicated by the Seller, or any information which the Purchaser has access to during the performance of the Contract, as well as any information related to the Seller. The Purchaser shall disclose these information only to those members of its personnel, its representatives, its Affiliates, and potential partners who need to have access to these information for the purpose of the Contract and are bound by confidentiality obligations. The Purchaser shall not use these information for any other purpose than the performance of the Contract.

16. INTELLECTUAL PROPERTY

16.1 The disclosure of information by the Purchaser to the Seller shall in no event imply that the Seller has been granted any intellectual property rights on such information. All information disclosed by the Purchaser shall remain the exclusive property of the Purchaser and can only be used by the Seller for the performance of the Contract.

The disclosure of information by the Seller to the Purchaser shall in no event imply that the Purchaser has been granted any intellectual property rights, on such information. All information disclosed by the Seller

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shall remain the exclusive property of the Seller and can only be used by the Purchaser for the performance of the Contract, subject to the provision hereinafter. 16.2 The Seller shall not use for the purpose of any Contract any intellectual property rights of any third party, without such third party's prior written consent. It shall defend, indemnify and hold the Purchaser and the Purchaser's customer harmless from and against any and all actions brought by any third party alleging that any of its intellectual property rights has been infringed. In the event that the Purchaser is obliged to cease to use or commercialize all or any part of the Products ordered, the Seller shall, at Seller's sole costs, either at the Purchaser's choice obtain the right for the Purchaser to continue to use the Products which are the subject of the Contract, without restriction, or replace or modify them so as to make them non infringing, without prejudice to any other claim, including any claim for damages, or right that the Purchaser may have under Contract or at law.

16.3 Any design in part or in whole, adaptation or new functionality made to the Products by the Seller specifically for the Purchaser as part of the Order for a development shall belong to the Purchaser. The Seller agrees to transfer to the Purchaser all documents such as specifications, drawings, lay outs etc... relating to that specific development and/or any inventions, process, ideas created or generated by the Seller in the performance of the Contract, as well as assign any and all intellectual rights pertaining thereto such as patent or copyright. Such assignment shall be deemed to include notably the right for the Purchaser to use, exploit, distribute, publish, license, adapt, or modify the said intellectual property rights.

To the extent the Seller furnishes a pre-existing design for the Products, the Seller grants to the Purchaser, for all countries, a non-exclusive, irrevocable, and fully paid up with a right to sublicense, to use, manufacture, exploit, distribute, publish, adapt, modify this design and all relevant information, documentation and know-how related to internal use for research and development and for non-commercial and commercial purposes. The commercial purpose shall be strictly understood as the incorporation of the Products in the Purchaser's system and the subsequent sales of this system to the Purchaser's customers, as well to the end-customer of the latter. Any other commercial purpose should be subject to a license negotiated in good faith between the Parties based on market conditions.

17. TERMINATION

Whatever the ground for termination for breach, such termination shall take place as of right without resorting to judicial proceedings.

17.1 In the event that either Party fails to perform the Contract in accordance with its terms, the other Party may terminate the Contract, by mail with proof of receipt, without liability of any nature whatsoever to the defaulting Party or payment of any compensation, if the defaulting party does not correct such breach within two (2) months after receipt of formal notice by mail with proof of receipt. Termination shall be effective at the date mentioned in the notice of termination.

Should the Seller repeatedly fail to perform the Contract, provided it is justified by the seriousness of the failure, or should the Seller threaten to stop deliveries, the Purchaser shall be entitled to terminate the Contract without notice and without liability of any nature whatsoever to the Seller or payment of any compensation; the termination shall take effect 10 (ten) business days after sending of formal notice by mail with proof of receipt..

17.2 Each Party may terminate all or any part of an Open-ended Order automatically at any time with or without cause at its convenience by sending a minimum three (3) months prior written notice to this effect to the other Party. This termination will not be subject to the payment of any indemnity, except for:

- The payment by the Seller of: the revalidation cost, the cost generated by the transfer of the Tooling and all other cost directly caused by the termination of the Open-ended Order by the Seller, subject to the communication of documents evidencing such cost.
- The payment by the Purchaser of: (i) the price of work completed in accordance with the Contract; (ii) the cost of work in progress authorized by the Purchaser subject to the amount due under (i) and (ii) is not being in excess of 4 weeks of production; (iii) the balance of the cost of Tooling in accordance with article 6.1 and (iv) an indemnity for specific capacity investments which cannot be used towards third parties, subject to the communication of written evidence of each cost to the Purchaser.

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Termination for whatever reason of the agreement between the Purchaser and its customer with respect to a Program, automatically causes the simultaneous termination of the Contracts that are concluded within the framework of that Program. The Purchaser undertakes to compensate the Seller as soon as a compensation would be paid to him by its customer.

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

18. MISCELLANEOUS

18.1 The Seller shall perform the Contract in compliance with all applicable laws and regulations including, but not limited to, those relating to transportation, importation, exportation, recruitment, wages, working hours and other conditions of employment, occupational health/safety, environment, use of subcontractors, or competition. The Seller undertakes to ensure that its own suppliers and potential subcontractors will comply with such provisions.

18.2 Before beginning the performance of the Contract, and thereafter every six (6) months until expiry or termination of the Contract, the Seller shall send to the Purchaser all documents listed in article D.8222-5 of the French Labor Code or, depending on the case, in article D.8222-7 of the said Code, including but not limited to the affidavit mentioned in said articles.

Such affidavit shall in particular states that the employees of the Seller who participate in the performance of the Contract shall be employed regularly in accordance with articles L.1221-10, L.3243-2 and R.3243-1 of the French Labor Code and any other applicable laws. The Seller undertakes to obtain the same documents from its subcontractors.

18.3 The Seller, (which for purposes of this clause shall include all of the Seller's employees, agents, , affiliates and any person who are involved in the performance of the Contract) agrees with the Purchaser that it will not, in connection with the Products 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 other form of inducement, reward or advantage (whether of money or anything of value)) the Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser to be in violation of any applicable anti-bribery or anti-money laundering laws.

The Seller commits 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 Purchaser (and the Purchaser'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 Products in connection with the Seller's performance of its contractual obligations to the Purchaser, 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 Purchaser and cooperate with any investigations by the Purchaser into such matters.

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Without prejudice to the generality of clauses above, the Seller covenants with the Purchaser to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that no bribery or attempted bribery could occur during commercial relationships between the Purchaser and the Seller.

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

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

The Purchaser undertakes to comply with all the commitments described above.

18.4 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, to the extent necessary to comply with such statute, regulation or rule of law, 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.

18.5 The Seller shall not assign the benefit or the burden of the Contract, in whole or in part, to any third party.

18.6 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.

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

19. GOVERNING LAW - JURISDICTION

19.1 Any Contract shall be governed by and construed in accordance with the laws of France, 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.

19.2 Any actions or proceedings by the Seller against the Purchaser or by the Purchaser against the Seller shall be brought exclusively to the competent jurisdiction of Paris, France.

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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	21-Sep-12		L DOMMANGE
V02E01	Add anti-corruption clause, update to incoterms 2010	18-Apr-14	G DEMOURES C GRAVIER	L DOMMANGE
V03E01	Update to new PO brand rules and naming	16-Oct-14	R PIERCE	L DOMMANGE
V04E01	Update to latest French rules	23-Nov-15	C GRAVIER	D STORM