

# G\_\_F-PUR-0029 V03E01 GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF FUEL SYSTEMS COMPONENTS AND ACCESSORIES

## 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 delivery of Products such as and without limitation firm orders and open-ended orders.

Call for Delivery: any instruction issued by the purchasing department of the Purchaser to the Seller as part of an open-ended order and specifying, when relevant, the required delivery quantities, place, date or time of delivery of Products.

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

Products: all components, functions, units and accessories relating to or assembled with the fuel systems, all Tooling and all services, described in an Order.

Tooling: all equipment required for the production, inspection or evaluation of Products.

## 2. GENERAL

2.1 These General Terms and Conditions of Purchase shall apply to all Contracts for the purchase of Products 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: (i) the Order, including all documents attached to or referenced in the Order and (ii) 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. DELIVERY AND REJECTION

3.1 The quantities and delivery times stated in the Orders and/or the Calls for Delivery are of the essence. The delivery dates and hours stated in the 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. Defective Products 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.

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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.

## 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 Purchaser's. 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.

## 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.

## 6. TOOLING

6.1 Any item of Tooling supplied by the Seller for the performance of a Contract and to be paid for by the Purchaser or the Purchaser's customer, directly or indirectly, in any manner whatsoever including but not limited to in the event it is to be amortized in the price of Products, shall be the exclusive property of the Purchaser or the Purchaser's customer as the case may be. The Seller shall be acting as bailee on behalf of the Purchaser in respect of such Tooling. The Tooling shall not be subject to any attachment or procedure of sequestration and shall be identified by the Seller in its plant as 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. 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. It is understood however that in case the price of the Tooling was not capable of being amortized in the price of the Products through no fault of the Purchaser, the Purchaser shall not be obliged to make good the difference, this, without affecting the Purchaser's title on such Tooling.

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 shall meet the Purchaser's specifications and (i) shall maintain, repair and/or renew 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 (ii) shall expressly waive any right of retention whatsoever on 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 production and of after sale service agreed upon with the Purchaser's customer.

## 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.

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

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8.3 The Seller expressly authorizes the Purchaser to resell the Products irrespective of the fact that full payment has not been made yet.

### 9. MODIFICATIONS

The Purchaser reserves the right to modify at any time 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 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. 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 and 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.

### 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 intended by the Purchaser, which purpose the Seller expressly represents it is aware of (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, in the countries of production and sale of said Products, including the countries of production and sale of vehicles in which said Products are to be incorporated.

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

11.3 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.

11.4 The Seller shall promptly remedy at its cost any defective or non-conforming Products and shall diligently comply with all requirements of the Purchaser or its customer in case of a recall 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.

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### 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. 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

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 for advertisement purposes.

### 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.

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 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 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 as well as assign 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. The Purchaser shall be granted a non exclusive irrevocable paid up worldwide licence with a right to sublicense to others on any and all idea, process and invention conceived or generated at any time by the Seller as a result of the performance of the Contract and/or of knowledge acquired on the Purchaser's processes and technology. To the extent the Seller furnishes a pre existing design for the Products, then the Seller hereby grants to the Purchaser a perpetual paid up non exclusive, worldwide, royalty free licence with a right to sublicense to others, to make, have made, use, have used such intellectual property for the Products including such pre existing design and any modifications or improvement thereon.

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## 17. TERMINATION

17.1 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.

17.2 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 17.3, the Purchaser shall pay to the Seller: (i) the price of work completed in accordance with the Contract (ii) the cost of work in progress authorised by the Purchaser subject to (i) and (ii) not being in excess of 4 weeks of production (iii) the balance of the cost of Tooling in accordance with articles 6.1. The Seller shall not be entitled to any other payment from the Purchaser due to termination of the Contract by virtue of this Article 17.2. In the event that the Purchaser terminates a Contract due to the termination of a program by a Purchaser's customer, the Purchaser's liability to the Seller shall be limited to the amount which Purchaser's customer actually pays to the Purchaser for the termination costs specifically attributable to the Seller relative to such Contract.

17.3 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, Tooling, along with all studies, drawings, models, prototypes, parts, materials and products acquired by the Seller under 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 subcontractors will comply with such provisions.

18.2 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 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 Contract, 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 Purchaser 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 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.

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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 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.

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 it prevents bribery or attempted bribery taking place on the Seller's behalf.

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.

18.3 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 with valid and enforceable provisions having similar economic effect.

18.4 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.

18.5 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.

18.6 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 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.

19.2 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 at Purchaser's option (i) in the court(s) where the Purchaser has its registered office or main place of business or (ii) in the court(s) where the Seller has its registered address or main place of business.

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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
V02E01	Add anti-corruption clause, update to incoterms 2010	23-May-2014	G DEMOURS C GRAVIER	L DOMMANGE
V03E01	Update to new PO brand rules and naming	21-Oct-14	R PIERCE	L DOMMANGE