



JTEKT GENERAL CONDITIONS OF SALE

JEM-I-SQ-001 A

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DEFINITIONS

CUSTOMER: designates the Entity which places an Order to JTEKT.

PRODUCTS: designates the PRODUCTS to be sold to CUSTOMER by JTEKT

JTEKT: all JTEKT European companies

OFFER: any offer for sale issued by JTEKT, whether addressed to a single CUSTOMER or resulting from the selling of PRODUCTS on a platform managed by JTEKT.

ORDER: any acceptance, by the CUSTOMER, of an Offer. This acceptance may be expressed, without this list being limitative, by an oral or written acceptance, the transmission of a purchase order an order matching the Offer or the confirmation of the CUSTOMER's decision to obtain a PRODUCT by validating a purchase on a platform managed by JTEKT.

PARTY (IES): designates JTEKT and/or CUSTOMER

WARRANTY PERIOD : The warranty period as describe in the clause " Warranty Period" or, when applicable, the warranty period as amended by the Offer.

1. GENERAL

These General Conditions of Sale shall govern any offer made by JTEKT, and any sales agreements entered into by JTEKT with CUSTOMER pertaining to the supply of PRODUCTS. Any sale by JTEKT is expressly subject to CUSTOMER's full acceptance of the terms and conditions stated below, which shall apply exclusively.

Unless specified otherwise in writing these conditions shall apply excluding any other document from CUSTOMER.

Any diverging, contrary or complementary general terms and conditions of CUSTOMER shall only become binding if and to the extent JTEKT has expressly consented in writing to their validity.

This written consent requirement shall apply in any case, i.e. where JTEKT makes a delivery without reservation to the CUSTOMER even though JTEKT is aware of the CUSTOMER's general terms and conditions.

2. BID / CONSULTATION PHASE

Unless JTEKT issues a specific proposal to the CUSTOMER, , the prices are those applicable by JTEKT on the date the order is placed..

When JTEKT has issued a proposal, the prices and terms and conditions of this proposal relate exclusively to the PRODUCTS which are specified therein and they remain valid for one (1) month from the date of the proposal, unless there are express stipulations in the Offer to the contrary.

3. PAYMENT & PRICE

The parts will be delivered according to lead time indicated at order validation.

The price(s) include(s):

- the supply of the product
- the contractual guarantee
- packaging
- condition FCA (Irigny facility)

The price does not include transport (FCA selling price) and value added tax (VAT) or any other taxes that may be applicable and not expressly covered in the Offer.

4. DELIVERY

The CUSTOMER is bound to accept the PRODUCTS delivered to it and pay the relevant contractual price.

Unless otherwise agreed beforehand in writing between the Parties, the CUSTOMER is bound to check the condition of the PRODUCTS prior to delivery.

The CUSTOMER avails of three (3) working days to notify the freight forwarders by registered letter with acknowledgement of receipt of any averages and/or missing items. The CUSTOMER must send a copy of this letter and a copy of the initialled and marked waybill to JTEKT. Failure by the CUSTOMER to comply with these provisions will prevent it from making any future claims against JTEKT.

JTEKT shall endeavour to meet delivery deadlines. Delays shall not under any circumstance justify the total or partial cancellation of an order nor give rise to penalties or damages unless otherwise specified by the Parties.

If delivery takes place at a JTEKT facility, the CUSTOMER undertakes to pick up the PRODUCTS within 48 hours, or any delay stipulated in the Offer, of the PRODUCTS being made available. If the PRODUCTS are not picked up within the aforementioned period, JTEKT will be entitled to invoice storage costs under the financial conditions detailed in the Offer.

5. TRANSFER OF RISK AND OWNERSHIP

Unless there is a specific agreement in writing between the Parties defining the Incoterm, the transfer of risks relative to the PRODUCTS shall be executed at delivery.

Notwithstanding anything to contrary, in case that the CUSTOMER doesn't pick up the PRODUCT within 48 hours after the PRODUCTS have been made available by JEKT under the conditions of the agreed INCOTERM, the transfer of risk take place at the end of this 48-hour period, even if the PRODUCTS have not been collected by the CUSTOMER.

JTEKT retains entire title of ownership of the PRODUCTS up to effective payment of the full price by the CUSTOMER. In case of events likely to compromise JTEKT's rights, the CUSTOMER undertakes to immediately inform JTEKT thereof.

6. WARRANTY

6.1. JTEKT warrants that PRODUCTS manufactured by JTEKT under its own brands and supplied by JTEKT will be free from defects in design, materials and workmanship arising under normal use and in accordance with any instructions issued by JTEKT.

All warranties provided herein are personal to, and intended solely for the benefit of, CUSTOMER and do not extend to any third party.

6.2. In the event of any covered defects or deficiencies in PRODUCTS the sole and exclusive obligation of JTEKT shall be to repair or replace the defective PRODUCTS or part of the PRODUCTS, at JTEKT's sole discretion. The foregoing warranty coverage is contingent on CUSTOMER providing prompt notification to JTEKT once such defect or deficiency is reasonably apparent to CUSTOMER.

6.3. The warranty only applies to PRODUCTS which prove defective (as described hereabove) during the term of the warranty.

6.4. The repairing of, changes to, or replacement of the PRODUCT or part of it during the Warranty Period shall in no case cause the Warranty Period to be extended, with the exception of a defect corrected less than three (3) months before the expiry of the Warranty Period. In such case, the warranty covering the repaired, changed or replaced PRODUCT will be extended for up to three (3) months, as of the date of the delivery of the repaired, changed or replaced PRODUCT to the CUSTOMER.

6.5. The CUSTOMER's claims for defects shall be subject to the CUSTOMER's compliance with its statutory duties to inspect and to report defects as soon as the defective operation of the PRODUCT manifests itself. If a defect becomes apparent during examination or afterwards, JTEKT must be notified accordingly in writing and provide all supporting documents of such defective operation, without undue delay. The notification shall be deemed without undue delay if made within two (2) weeks.

Should the CUSTOMER fail to duly examine the delivery and/or to duly report defects, JTEKT's liability for the defect which was not reported shall be excluded.

Under this warranty, JTEKT remedies the notified defects, at its expense, as soon as reasonably possible and using the means which it deems fit. Replaced parts once again become JTEKT's property and shall be returned to JTEKT at its first request.

6.6. At JTEKT's request, the CUSTOMER shall return the allegedly defective PRODUCT to JTEKT, at CUSTOMER's own expense, within thirty (30) calendar days. After due examination, and if the default is covered by the warranty, JTEKT shall bear the cost of delivering the replacement or repaired PRODUCTS. If JTEKT sends a replacement PRODUCT before completing the above procedure, it will be invoiced to the CUSTOMER if it is subsequently established that: (i) the allegedly defective PRODUCT is not covered by the warranty, after due examination, or (ii) in all cases, if the allegedly defective PRODUCT is not returned to JTEKT within the above-mentioned period of thirty (30) calendar days.

6.7. Under no circumstances does the warranty cover any travel expenses, expenses relating to searching for the defective item on-site, or to dismantling and reassembling the PRODUCT in its environment.

6.8. JTEKT may elect, at its own discretion, to carry out repairs at the site where the PRODUCT is installed, in which case JTEKT will only bear the expenses relating to such repair work and/or replacement of the PRODUCT. This does not include, in particular, the cost of time spent waiting and the costs incurred by any failure to make the PRODUCTS available for repair, which may be invoiced by JTEKT..

6.9. The CUSTOMER shall not carry out the repair work by itself or have such work carried out by a third party, unless it has JTEKT's express agreement.

7. GENERAL EXCLUSIONS OF WARRANTY

7.1. This warranty shall not apply to Third Party PRODUCTS; to PRODUCTS that have been repaired or altered by anyone other than JTEKT so as, in JTEKT's judgment, affects the same adversely; or to PRODUCTS that appear to be subjected to negligence, accident or damage by circumstances beyond JTEKT's control or improper or any non-JTEKT operation, maintenance or storage, or to other than normal use or service.

The foregoing warranties do not cover reimbursement for labour, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.

7.2. JTEKT shall bear no responsibility for the performance, repair or warranty of any Third-Party PRODUCTS and CUSTOMER shall look solely to third party vendor for all remedies and support with regard to such Third-Party PRODUCTS. If such Third Party PRODUCT is expressly procured by JTEKT to CUSTOMER under an order, that Third Party PRODUCT shall be warranted only in accordance with the warranties given to JTEKT in respect thereof by the relevant third-party vendor and to the extent that JTEKT has the right to assign or transfer such warranties.

7.3. THESE WARRANTIES, CONDITIONS, EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING BUT NOT LIMITED, TO THE WARRANTY PROVIDED IN ARTICLE 1641 AND FOLLOWING OF THE FRENCH CIVIL CODE, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JTEKT MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

7.4. EXCEPT AS MAY BE PROVIDED IN WRITING BY JTEKT, JTEKT SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS. BY USING THE PRODUCTS, CUSTOMER UNDERSTANDS THESE LIMITATIONS AND AGREES THAT CUSTOMER ACCESSES AND USES THE PRODUCTS AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CUSTOMER'S SYSTEMS OR ASSETS OR LOSSES THAT RESULT FROM SUCH USE.

7.5. JTEKT does not warrant, in any way, that the PRODUCTS will meet any targets and/or performance determined by the CUSTOMER itself unless those targets and/or performance were

expressly accepted by JTEKT. All terms such as "guarantees", "warranty" or "assured properties" which are mentioned in the contract documents shall be understood to mean quality features within the meaning of the statutory warranty provisions and not to mean additional manufacturer or performance guarantees, even if the term "guarantee" or phrases with the same meaning are used.

8. WARRANTY PERIOD

The Warranty Period is defined as 12 (twelve) months from the date of delivery to your company. However, if the date of delivery, as referred to above, cannot be determined for certain, the Warranty Term will start on the date of the manufacturing of the Product, as marked on the relevant Product, and last for twenty-four (24) months.

9. LIABILITY

9.1. Nothing in the contract and these General Conditions of Sales shall limit or exclude JTEKT's liability:

- a) for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors.
- b) for fraud or fraudulent misrepresentation.
- c) for breach of any export regulations; or
- d) to the extent that any attempt by JTEKT to exclude or restrict liability would be unenforceable or void under the laws of the applicable jurisdiction.

9.2. Subject to the article 9.1, JTEKT shall not have any liability to the CUSTOMER (whether for breach of contract, tort (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise) including pursuant to any indemnities and/or conditions for any a) loss of profits; b) loss of bargain; c) loss of contract opportunity or expectation; d) loss of use; e) loss of revenue; f) loss of anticipated savings; g) loss of tender and/or bid costs; h) loss of re-tender and/or re-bid costs; i) loss of or corruption of data or information; j) loss of sales; k) losses arising out of increased operating costs; l) loss resulting from third party claims; m) loss of reputation; n) depletion of goodwill or similar losses; or o) pure economic loss (in each case whether direct or indirect) or for any special, indirect, or consequential loss costs, damages, charges or expenses whatsoever and howsoever arising.

9.3. Subject to the article 9.1, JTEKT's total liability arising out of or in connection with the sale contract and/or this General Conditions of Sale whatsoever and howsoever arising shall in all circumstances, including pursuant to any indemnities and conditions and whether or not expressly made subject to this Article 9, be limited to the Order price (exclusive of taxes).

10. SUSPENSION AND TERMINATION OF THE CONTRACT

10.1. Either Party may suspend the performance of its obligations if the other Party has not effectively performed its own obligations that are due, including but not limited to, non-payment by the CUSTOMER of JTEKT's invoice. If a Party is in breach of its obligations, the non-defaulting Party may not arrange for the defaulting Party's obligations to be fulfilled by a third party, in any circumstances whatsoever.

10.2. Notwithstanding anything to the contrary, the CUSTOMER may only suspend its obligation to pay in the event of non-delivery of the PRODUCTS. Any other suspension of payment is expressly excluded. If the CUSTOMER fails to make any payment by its due date or fails to deliver input data or validate deliverables issued by JTEKT, in accordance with the contract, JTEKT may terminate the contract, thirty (30) business days after providing written notice to perform with which the CUSTOMER fails to comply. If the CUSTOMER fails to take possession of the PRODUCTS on the agreed delivery date, JTEKT may terminate the Contract without written notice and without prejudice to any potential claim. If JTEKT does not exercise that right, the CUSTOMER shall bear all handling and storage costs under the conditions stipulated herein until it takes possession of the PRODUCTS.

10.3. JTEKT may terminate this contract immediately by giving written notice to that effect to the CUSTOMER, if the CUSTOMER:

- e) has a receiver, administrator or provisional liquidator appointed.
- f) is subject to a notice of intention to appoint an administrator.
- g) passes a resolution for its winding-up (save for the purpose of a solvent restructuring);
- h) has a winding up order made by a court in respect of it;
- i) enters any composition or arrangement with creditors (other than relating to a solvent restructuring);
- j) ceases to carry on business; or
- k) has any steps or actions taken in connection with any of these procedures, and the CUSTOMER will notify JTEKT immediately upon the occurrence of any such event or circumstance.

10.4. Following expiry or termination of the contract:

- l) a) any conditions which expressly or impliedly continue to have effect after expiry or termination of the contract will continue in force; and
- m) b) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

10.5. Within ten (10) days after the date of expiry or termination of the contract each Party will:

- n) a) return to the other Party all confidential information (including all copies and extracts) and all other property (whether tangible or intangible) of the other Party in its possession or control; and
- o) b) cease to use the confidential information of the other Party; provided that each Party may retain any confidential information of the other Party which it has to keep in order to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. Article 11 will continue to apply to retained confidential information.

11. CONFIDENTIALITY

Either Party shall be bound to keep secret all respective proprietary information supplied by the other Party or to which it was afforded access during the business relationship, it shall ensure such information remains confidential and shall prevent the disclosure of any one element of such information.

The discussions between JTEKT and the CUSTOMER can involve OEM name. The confidentiality obligations apply to OEM name and use of the OEM parts for the PRODUCTS. The CUSTOMER undertakes not to disclose OEM name or parts references unless agreed in writing by JTEKT.

12. INTELLECTUAL PROPERTY

JTEKT shall remain owner of the proprietary rights and intellectual property elements attached to the PRODUCT and all proprietary rights and intellectual property elements belonging to it prior to entering into the business relationship with the other Party.

For its part and within the limit of the guarantee granted by its own, JTEKT shall only hold the CUSTOMER harmless if the PRODUCT is not associated with another PRODUCT not supplied by JTEKT and provided the CUSTOMER notifies JTEKT of such claim within 5 working days of receipt and provides JTEKT with any and all facts required to defend the CUSTOMER, to be carried out with JTEKT's full consent.

The CUSTOMER undertakes to forward the updated list of the countries where the PRODUCTS are to be marketed to JTEKT.

The price of PRODUCTS does not include the assignment of the intellectual property rights.

13. FORCE MAJEURE

Either Party shall be entitled to suspend the performance of its obligations under the contract to the extent that such performance is hindered or becomes unreasonably expensive as a result of the following circumstances suffered by one of the Parties or one of its suppliers: labour disputes, fire, war, general mobilization, insurrection, requisition, attachment, garnishment, embargo, energy restrictions and default or delay in delivery by sub-contractors brought about by such circumstances and any external, irresistible and unforeseeable event.

The Party requesting application of the force majeure must immediately notify the other Party in writing at the commencement date and end date of such circumstance.

14. CUSTOMER'S OBLIGATION OF INFORMATION WITH REGARD TO JTEKT

The CUSTOMER has an obligation of general information towards JTEKT. The CUSTOMER shall convey any information conducive to a good working relationship.

In particular, the CUSTOMER shall inform JTEKT of the intended use of the PRODUCTS and shall refrain from using the PRODUCTS for any other purpose.

15. EXPORT RESTRICTIONS

JTEKT shall not be obligated to fulfil an order if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

The parts (equipment, spare parts, software, technology) delivered by JTEKT within the scope of an order shall be exclusively utilized by the CUSTOMER for the purpose for which they were requested for by the CUSTOMER or for which they were quoted for by JTEKT, respectively.

The CUSTOMER commits to inform JTEKT of its intention to export the parts to countries concerned by restrictions of international trade and to discharge JTEKT from any responsibility with this regard. In the frame of Executive order n°13645 and US Economic sanctions to Iran, JTEKT will cease direct transactions and indirect transactions to Iran and shall therefore be entitled to reject any order of parts to be supplied to Iran by direct means or indirect means without incurring any liability.

16. WAIVER

A delay in exercising or failure to exercise a right or remedy under or in connection with the contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial, exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

17. DISPUTE AND APPLICABLE LAW

The Parties declare that they shall constantly strive to preserve the quality of their business relationship and pursue this relationship for as long as possible. Consequently, in the event of a dispute, the Parties shall seek an amicable solution to be implemented as soon as possible.

Relations between JTEKT and its CUSTOMER and particularly any dispute relative to the interpretation of the present conditions shall be governed by French law under exclusion of its conflict in laws rules and under exclusion of the International Sales of Goods Convention (Vienna 1980). Failing a settlement between the Parties, any and all disputes shall be exclusively dealt with before the Commercial Court of Lyon including all summary proceedings and in case of several defendants.

Date	CUSTOMER's name and signature	Stamp