

PURCHASE GENERAL TERMS AND CONDITIONS

1. General.

1.1. The General Conditions of Purchasing herein shall be applied on all purchases operations carried out by FUJIKURA AUTOMOTIVE EUROPE SAU, located in Avda. de Ranillas nº 3, Edificio Dinamiza 3 A, planta 1ª, oficina i, 50018, Zaragoza (Spain), (hereinafter "the Purchaser") or anyone of all its subsidiaries in relation with the procurement of the equipment supplies, raw material acquisitions, and merchandise in general, and/or Works and/ services (hereinafter "goods and/or services"), to be conducted in this order according to the particular conditions and specifications of the order and/or contracts (hereinafter "Orders") by these General Conditions and when not foreseen in them, by the rules of the Spanish Legal System.

1.2. The specifications and conditions gathered in Order or Particular Conditions, if the case, shall prevail upon the General Conditions herein.

1.3. Any modification to these General Conditions, or any condition or requirement of the Vendor contradicting or modifying them, shall be deemed valid only if expressly accepted in writing by the Purchaser and incorporated by the Purchaser in the order. The conditions accepted and included in the Order shall prevail in relation with conditions included in former orders, offers, communications, or both. The General Conditions on Purchase herein shall prevail before the General Conditions on Sales held by the Vendor.

2. Intellectual Property.

2.1. The Seller reserves its intellectual property rights and copyright in images, drawings, calculations, software and other documents. The Purchaser is expressly prohibited from using the Seller's intellectual or industrial property rights for any purposes other than for the fulfillment of the order and is prohibited from reproducing or transferring same to a third party, in whole or in part, without the Seller's prior consent.

2.2. The Vendor guarantees to the Purchaser, and is obliged to provide documentary proof thereof if so required, that it holds legal title to trade mark registrations, invention patents, utility models, industrial designs, or the corresponding licenses regarding those rights, as required in order to fulfill the purpose of the Order, and that these do not violate third-party rights.

2.3. The Vendor releases the Purchaser from any liability, damages, costs and expenses derived directly or indirectly from any breach or violation of any patent, utility model, registered trade mark, design or copyright in any country, including Spain or any other destination country designated in the Order, and undertakes to take all actions required in order to hold the Purchaser harmless regarding any claims or suits which may be brought against the Purchaser as a result of any such violations or breaches, including undertaking to obtain at its sole expense any patents, licenses or rights required, and to indemnify the Purchaser for any damages which may be incurred by it directly or indirectly as a result of such claims or suits.

3. Acceptance of the order and modifications.

3.1. Supplies must always be the subject of a purchase order (the "Order"), valid either for an unlimited period of time (the "Open Order") or for a limited period of time (the "Closed Order"). Orders shall be made by mail, fax, or any electronic means that has been agreed upon.

3.2. The Vendor shall, within a period of no more than five calendar days from the date of receipt of the Order, return its written acceptance, thereof. The General Conditions of Purchase shall be considered as accepted at the moment of the reception of the written document of acceptance aforementioned, to be attached to Order.

3.3. The Order shall nonetheless be deemed automatically to have been accepted by the Vendor if: (i) the aforementioned deadline has expired without the Vendor having registered its rejection in writing thereof, or (ii) the Vendor has commenced execution of the object of the Order or otherwise (iii) the Purchaser has received the object in whole or in part, whichever should occur earlier. In all the aforementioned cases these General Conditions shall be deemed to have been accepted. **3.4.** In the event that the Vendor should issue its acceptance of the Order with some modification, in order for such modifications to be deemed valid and to form a part of the Order, they must be expressly accepted in writing by the Purchaser.

3.5. In the event of an open order, the Purchaser shall send periodically a delivery plan reflecting amounts as well as delivery dates. The Vendor shall supply the raw material according to the aforementioned Plan. Whatever problem detected regarding the fulfilling shall be communicated to the Vendor within 24 hours after its communication. Delivery plan will state the production planning for the following weeks, but delivery plan shall not be considered as confirmed order unless specified otherwise in the delivery plan.

3.6. When accepting the order, the Vendors liable for supplying:

i. In the case of productive raw material, the spare components during 15 years after the final series of orders.

ii. In the case of machinery and equipment, the Vendor shall be liable for supplying spare parts during 15 years after the final production series of the aforementioned type of machinery.

4. Prices, payment and invoicing.

4.1. The prices set out in the Order are fixed, binding and not subject to revision, and include all costs and expenses which may arise up until full performance of the obligations of the Vendor under the terms of the Order and not expressly identified in writing as the responsibility of the Purchaser, in addition to all taxes except for Value Added Tax (VAT).

4.2. Unless the Purchase Orders reflects the opposite, invoices issued by the Vendor shall be due sixty (60) days after Purchaser i.) has received the goods supplied, ii.) the services of the contract are fulfilled, keeping as payment date the following 25th.

4.3. The invoice may not be issued until such time as the Goods and/or services forming the object of the Order have been delivered and/or executed in accordance with the invoicing milestones set out in the Order. The invoice may only include Goods and/or services ultimately delivered/executed. The Vendor may make partial deliveries following the express agreement of the Purchaser, invoicing such deliveries separately.

4.4. The ultimate reception of technical item equipment shall be effective when the aforementioned equipment is installed and the purchase technical service has confirmed its proper functioning.

5. Packaging, transport, delivery.

5.1. The Goods which form the object of the Order must be properly packaged, and the Vendor must adopt all measures required for their appropriate security in accordance with their characteristics, the means of transport and the conditions of the route and the delivery location. European Union regulations must be strictly fulfilled.

5.2. Unless otherwise set out in the Order, delivery shall be paid in advance and made at the place and by the deadline specified therein, together with the corresponding delivery note. In the absence of any express stipulation otherwise, if the Order does not indicate any specific delivery date and refers solely to a delivery period, calculation thereof shall begin from the date when the Order was issued.

The Vendor shall bear any difference in the cost of haulage, transportation or any other expenses derived from a breach of delivery and dispatch conditions as set out in the Order. The Vendor shall likewise be liable for any damage or loss attributable to inappropriate packaging or handling, the Purchaser furthermore being entitled to reject the Goods in such circumstances.

5.3. The name of the Vendor and the Order number and position, in addition to any marking which may in particular be required, must be placed in a clearly visible location on the packaging. The packaging shall likewise include a copy of the delivery note, specifying the Order number and position, packing list, number of packages, quantity, description of the materials and internal references, along with any other documents required. If these requirements are not fulfilled the delivery may be rejected.

5.4. The Vendor is deemed to deliver the supplies according to the norms of industry, the Law, the ruling and further rules in force to be applied in terms of safety, hygiene, environmental protection, labor law, in supplying countries as well as in those commercializing the vehicles. The Provider shall deliver the supplies according to each one and all the documents regulating relationship between Fujikura and its subsidiaries with Vendor, regarding supplies such as plans, specifications, and technical documentation, delivered by Fujikura and others.

The Vendor shall not modify the supplies, specifically regarding a change of components, material, procedure, or manufacturing sites without prior written agreement by the Purchaser.

5.5. No advance or partial deliveries may be made without the express consent of the Purchaser. No charges for the re-sending of reusable packaging shall be accepted, unless expressly agreed by the Purchaser.

6. Environmental Responsibility.

6.1. All employees and representatives of the Vendor are obliged to adopt all environmental protection measures required in order to avoid damage to persons and property, in addition to fires or any other risk of incidents which could have environmental repercussions during delivery of the Goods and/or execution of the services which form the object of the Order. They must likewise adopt any measure required in accordance with the applicable legislation in force in this regard, or sound environmental management practices.

6.2. The Vendor must be familiar with all applicable requirements and regulations in order to perform delivery of the Goods and/or execution of the services, and must guarantee that the personnel who are to carry out the supply of said goods and services have appropriate training and are fully familiar with all measures which must be implemented for the proper environmental management thereof.

6.3. The Vendor must properly process and manage all toxic and hazardous waste, products and materials, separating any which are mutually incompatible and in all cases preventing the mixture of waste. It shall to this end designate zones and waste in accordance with the environmental legislation in force.

7. Delivery and transfer of the Ownership.

7.1. Ownership and risks of loss or damage with respect to the Goods and/or services shall not be transferred to the Purchaser until the point of delivery and acceptance by the Purchaser at the place specified in the Order, the Vendor bearing all responsibility and liability for any damage and loss suffered by the equipment, installations and materials or tools of any type under the responsibility of the Vendor, whether of the Purchaser, of the Vendor or of a third party, which are, among other aspects, attributable to inappropriate packaging, transportation, handling or execution, or any other cause, whether established or not. The Purchaser may under such circumstances reject the Goods and/or services.

7.2. Any clause regarding Retention of Title dealing with, directly or indirectly, the subordination of any type of transfer of property upon supplies when totally fulfilling the payment shall not be reflected.

8. Refusal of the supply.

8.1. The Purchaser reserves the right to refuse the supplies by ordinary letter, fax, or any other electronic means agreed upon in the event the delivery deadline is not respected or that delivery is incomplete or contains more supplies than ordered, or quality defects, or does not comply with the Order and/or the documents for any reason. Any Supply that is refused shall be returned to the Supplier at its own expense and risks.

8.2. The Supplier shall indemnify and compensate Purchaser for any extra cost related to its failure to perform its obligation to deliver supplies that conform exactly to the Order (rejects, stocking, sorting, interim costs, re-work, breakage of tools, breakdowns, and/or line stoppage at Fujikura, its customer's facilities, or both, yard campaigns, penalties, etc.) in the event of the aforementioned points above (delivery deadline is not respected or that delivery is incomplete or contains more supplies than ordered, or quality defects, or does not comply with the Order and/or the documents for any reason).

9. Provisional Handover.

9.1. In the event that the Purchaser should deem the supply of the Goods and/or execution of the services to be incomplete or defective, the Purchaser may opt either to cancel the Order in whole or in part, to demand goods to be supplied again and/or the services to be provided again, or turn to a third party to undertake, modify or complete the supply and/or execution, with the Vendor bearing the costs incurred.

10. Insurance.

10.1. The Supplier shall take out an insurance policy with a reputedly solvent insurance company, in compliance with Purchaser's conditions and shall provide proof thereof at first request. This insurance shall in no event constitute a limitation of the Supplier's liability.

The policy arranged in accordance with the terms of paragraph above must at least include the following: Employer's Civil Liability, Cross Civil Liability, Operational Liability and Liability for Products and/or services and/or Finished Works and Bonds in civil or criminal cases. The Purchaser may establish the limits and geographical scope of the guarantees specifically declared in each case.

10.2. If the supply which forms the object of the Order is performed on the basis of materials deposited by the Vendor on the premises of the Purchaser, the Vendor shall be obliged to arrange for, in addition to the aforementioned insurance policies, insurance covering theft of the materials deposited for the entire period of execution of the Order.

11. Warranty.

11.1. The Vendor is responsible for supplying the Goods and/or executing the services which form the object of the Order free of shortcomings, defects, deficiencies and/or apparent or hidden faults.

11.2. The warranty period shall be as specified in each Order. It shall in default thereof be assumed to be two (2) years from delivery and acceptance of the Goods and/or services by the Purchaser.

11.3. The Vendor is obliged to rectify, at no additional charge to the Purchaser, any defect, shortcoming or fault resulting from an error of design, craftsmanship, materials, manufacturing, transportation or assembly. The Vendor shall likewise bear any cost which may derive from any breach of this warranty, rectification thereof, or any other consequences which such a breach may have generated. In the event that the Vendor does not comply with its obligation to correct the deficiencies, defects, shortcomings or faults immediately, the Purchaser may rectify them itself or by means of a third party, the costs generated thereby being borne by the Vendor.

11.4. Those parts of the Goods and/or services subject to repair, substitution, reconstruction, adjustment or modification under the terms of the warranty shall once again be guaranteed for a further warranty period equal to the initial period, beginning on the date when they are again made available. The total warranty of such Goods and/or services shall be extended by a period equal to the time during which they were inoperable as a result of the repair, replacement, reconstruction, adjustment or modification.

11.5. The hidden fault warranty shall entitle the Purchaser, following expiry of the warranty period, to request and obtain from the Vendor the repair, replacement, adjustment or modification of any part or component with a hidden fault during a minimum period of three years from delivery of that part or component, all the above notwithstanding any compensation for damages in those cases where this may apply.

11.6. Provisional handover and approval of the invoice does not release the Vendor from its liability in the event of the emergence of defects in the Goods and/or services subsequent to their delivery and/or execution.

11.7. The Supplier shall hold Fujikura Automotive Europe harmless from any loss, personal injury, material, consequential and incidental damages, including any damage to Fujikura's reputation, and shall indemnify Fujikura against any direct and indirect costs arising out of breach of Supplier's obligation to fulfill the lead time specified in the order or in the Delivery Plan.

12. Termination.

12.1. The Purchaser or Vendor (hereinafter, both referred to jointly as the "Parties") may terminate the Order should the other Party be guilty of a substantial breach. The following shall, among others, likewise give grounds for termination:

- a) Dissolution and/or liquidation of either of the Parties, unless within the context of merger operations undertaken within the Group to which each belongs,
- b) Cessation of operations on the part of either of the Parties,
- c) Case of insolvency, arrangement with creditors or similar, of the Parties,
- d) Any other grounds for termination expressly indicated in other clauses of the Order.

12.2. In the event of termination on grounds attributable to the Vendor, the Purchaser:

- a) Shall be entitled, but not obliged, to acquire the Goods and/or services already delivered and/or executed and those pending delivery, making payment for these in accordance with the price as set out in the Order, and to subrogate any orders issued by the Vendor to its Vendors and/or Subcontractors.
- b) Shall be entitled to compensation for any damages suffered as a result of the Vendor's breach, being entitled where applicable to deduct the sum thereof from any payments pending to the Vendor.

13. Assignment of the Order.

13.1. The Vendor may not assign the Order in whole or in part, nor sub-contract its performance or execution, without the prior, express authorization in writing of the Purchaser.

Should the Supplier be authorized to subcontract all or any part of the Order to a third party, the Supplier shall remain solely and fully responsible and liable to Purchaser for performance of the Order and these General Terms of Purchase. The Supplier shall compensate and hold Fujikura Automotive Europe and its subsidiaries harmless from any claim from the Subcontractors.

14. Confidentiality.

14.1. The Supplier shall treat in the strictest confidence and not divulge to unauthorized persons any information, data, materials, or documents concerning Fujikura Automotive Europe, its staff, or the procurement procedure, which Fujikura Automotive Europe has designated orally or in writing as 'restricted', '(strictly) confidential' or 'secret' or which a reasonable person would consider to be confidential ('Confidential information'). Confidential information shall not include information, data and documents: (a) that are or become publicly available, except through a breach of confidentiality by the Supplier; (b) the disclosure or use of which has been authorized by Fujikura Automotive Europe in writing; (c) the disclosure of which is required by law.

14.2. The Supplier shall use such confidential information only for the development of the Project (Supply/Service) and shall not use or exploit such confidential information for its own benefit or for the benefit of any other person.

14.3. If the Supplier discloses confidential information or if the Supplier has not taken appropriate measures restricting access to confidential information, Fujikura Automotive Europe may claim for each breach for which the Supplier is responsible. This penalty does not prevent Fujikura from claiming further damages or from taking other legal measures.

14.4. The Supplier shall ensure that its agents, staff, business partners, and any other person that the Supplier involves in the development of the Project (Supply/Service) maintain confidentiality to the same extent.

15. Provision of information.

The Vendor is committed to communicate the Purchaser any useful information including financial information, productive capacity, changes upon the ownership of the Company, quality documentation, and any circumstance whatsoever relevant to the commercial relationship of both parties; the Vendor is committed as well to use the Standard forms of Fujikura Automotive Europe S.A.U. to facilitate the aforementioned communication.

16. Data protection.

16.1. Pursuant to the terms of Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 (General Data Protection Regulation), the Purchaser hereby serves notice that the personal data provided by the Vendor by e-mail, in information or subscription forms, or in procurement processes, will be included in a filing system for the automated processing thereof for the purpose of maintaining the contractual relationship, overseeing and administering purchases and administering procurement services. The legal basis for the processing of these data is the establishment of a contractual relationship.

16.2. The data gathered are stored in accordance with principles of confidentiality and under the legally established security measures and will not be assigned to persons or entities other than the Purchaser except in those cases where such disclosure to a third party is legally permitted without the prior consent of the party concerned.

16.3. The Vendor hereby agrees the personal data processing and the transfer of the aforementioned information within Fujikura Group, including its subsidiaries, according the provisions and safeguards of the Spanish and European regulations.

16.4. The Purchaser likewise hereby informs the Vendor that it may exercise its rights of access, rectification, cancelation or opposition, limitation of processing, portability, and any others specified by the applicable legislation. The email info@eu.fujikura.com, is available for exercising these rights.

16.5. You can find additional details regarding data protection in the following web address: <http://www.fujikura-automotive.com/en/data-protection-notice.html>

16.6. Furthermore, the Vendor must observe the requirements established by its national legislation about Personal Data Protection, ensuring in any case the protection of the Purchaser's Personal Data.

17. Assignment of rights and credits.

17.1. The Vendor may not assign or transfer to third parties, in whole or in part, rights and credits of an economic, commercial or financial nature deriving from the Order, nor undertake any other operation constituting a disposition of any title, encumbrance, commitment and/or transaction, in whole or in part, regarding the aforementioned rights or credits, without having obtained the prior consent in writing of the Purchaser, expressly for each operation.

17.2. The Purchaser may, subject to the sole requirement that the Vendor be notified, assign its collection rights or payment obligations derived from the Order to any other company belonging to the Purchaser's own corporate group.

18. Corporate Social Responsibility Plan, Code of Conduct, and internal system of allegation "Whistle Blowing".

18.1. Fujikura Group have implemented a Corporate Social Responsibility Plan regarding fundamental Human Rights, respect for environment, ethical and clear transactions, quality and safety; and Social contribution. Vendor is deemed to know and fulfill the principle regulated in the Corporate Social Responsibility Plan (CSR), available on the webpage of the Group <http://www.fujikura.co.jp/> or request a copy to the representative usually acquainted.

18.2. Fujikura declares hereby its zero-tolerance with corruption and illegal practices. The Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, collusion practice, bribery, acceptance of bribes or any other illegal offence contained in Fujikura's Code of Conduct available at www.fujikura-automotive.com/compliance . On the event of violation of the above, Fujikura has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations.

18.3. Notwithstanding the above, the Supplier is obliged to adhere to all laws and regulations applicable.

19. Compliance with employment legislation.

19.1. The personnel contracted by the Vendor are solely and exclusively dependent on it, with no form of employment relationship of any kind arising in any way between such personnel and the Purchaser.

19.2. The Vendor undertakes to comply with the employment regulations in force with regard to the personnel executing the services which form the object of the Order throughout the entire duration thereof, being obliged, among other aspects, to ensure such personnel are on its permanent workforce or have appropriate contracts, that they are qualified to perform the contracted tasks, that it is and remains up-to-date with the corresponding salary payments and compliance with its Social Security obligations.

19.3. In order to comply with the applicable Labor Risk Prevention Regulations, the Vendor undertakes to provide the personnel for which it is responsible with appropriate instruction regarding the operational safety rules in place at the site where the services are provided and to adopt the relevant safety measures, employing appropriate safety equipment. Any safety incident shall be the responsibility of the Vendor. The Vendor shall indemnify the Purchaser against any consequences which may arise for the latter as a result of any action, claim or proceedings instigated by a third party as a result of a breach of any employment or Social Security obligation.

20. Applicable Law and Arbitration.

20.1. The law of Spain applies to the General Conditions herein, with the exclusion of the United Nations Convention on the International Sale of Goods.

20.2. Any dispute arising out of or relating to this contract, including any matter regarding its existence, validity or termination, shall be definitively settled by arbitration in law, administered by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, in accordance with its Arbitration Rules in force at the time the request for arbitration is filed. The arbitral tribunal appointed for such purpose will be formed by three arbitrators and the language to be used in the arbitration will be Spanish. The place of arbitration will be Madrid, Spain.

General Conditions of Purchase.

Fujikura Automotive Europe S.A.U.

January 2018