

1. Application

Unless otherwise agreed by the Parties in writing, these AW(TC) Europe General Conditions of Purchase shall apply and replace the General and/or Special Conditions of Sales or any other document from the Supplier.

2. Description – General requirements

2.1 The merchandise and/or services to be sold and purchased under these General Conditions shall be those parts, goods, equipment and services ordered by AW(TC) EUROPE from the Supplier and described in the Purchase Order. All purchased materials used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable under Belgian & Europeans regulations. All legal documents regarding the goods have to be included with the delivery.

2.2 Machines must fulfil the following Belgian laws (from relevant European directives) and any superseding laws:

- Arrêté Royal from 12/08/1998 (directive Machines 2006/42/CE)
- Arrêté Royal from 23/03/1977 (directive Low voltage 2014/35/CE)
- Arrêté Royal from 28/02/2007 (directive CEM 2014/30/CE)

2.3 The **Supplier** undertakes, as an essential condition to work with AW(TC) Europe

- to comply with internal regulations and safety, health and environmental regulations in force at such site;
- to comply with all applicable laws and regulations, including but not limited to those related to health, safety, environment and labor;
- to comply with the provisions of the United Nations Treaty of November 20th, 1989 regarding children's rights prohibiting child labor; and,
- not to use, in any form whatsoever, forced or compulsory labor as defined in Article 1 of the International Labor Organization treaty of June 25, 1957 on the elimination of forced labor.
- to fully comply with the provisions of all ethical, social and environmental commitments that may be requested by **AW(TC) Europe**.

The **Supplier** shall be fully liable for any and all consequences arising from a breach of the provisions of the above listed laws and shall indemnify and hold AW(TC) Europe harmless against and from any claims, costs and damages (including attorneys' fees) resulting from any breach of such provisions.

2.4 AW(TC) Europe expects that goods which are delivered to or transported from AEO (Authorized Economic Operator) are produced, stored, prepared, loaded and transported in secure premises/transports which are protected against unauthorized interference and that reliable staff is employed for those activities. Business partners who are acting on the supplier's behalf should be informed that they need to ensure the supply chain security.

3. Delivery – Performance

3.1 Unless otherwise agreed in writing, delivery shall be made DDP in accordance with Incoterms 2010.

3.2 Merchandise shall be delivered in accordance with the specified delivery requirements. Delivery times shall be stated in the relevant purchase order or in special delivery schedules.

3.3 The Supplier is responsible for packing the Products, which must be in an appropriate manner for the Products and compatible with the means of transport used to ship the Products in order to prevent all potential damage to the Product during transportation, handling and storage at the destination site.

3.4 In case of delay in the delivery of merchandise or performance of services due to the Supplier, the latter shall immediately inform AW(TC) EUROPE in writing. The Supplier shall be liable for any extra freight costs which may result from the delay.

- 3.5 If a delay in delivery or performance is caused by any circumstance set out in clause 8 or by any act or omission of AW(TC) EUROPE, the delivery/performance time shall be extended by such period as is reasonable under the circumstances. This also applies when a delivery/performance time that has been extended under this paragraph cannot be adhered to for the same reason. The Supplier shall immediately inform AW(TC) EUROPE in writing of any delay.
- 3.6 In case of late delivery, AW(TC) EUROPE reserves the right to apply penalties of 4% per week of the amount of the order. After 3 weeks, the Buyer reserve the possibility to cancel all or part of the order and/or to substitute the Supplier and receive full compensation equal to the actual damage sustained by AW(TC) EUROPE
- 3.7 The merchandise or service, received, but not approved by AW(TC) EUROPE, shall be regarded as not delivered.
- 3.8 The fact of not having made any remarks on the occasion of these checks does not deprive the buyer the right to refuse material as improper or affected by an apparent or latent defect

4. Special provisions for services

- 4.1 The Supplier represents to AW(TC) EUROPE that its liability is duly insured and he shall submit to AW(TC) EUROPE, upon first request a copy of the insurance-policy. He will keep AW(TC) EUROPE informed about any change concerning its insurance situation. Failing to respond to any request from AW(TC) EUROPE regarding relevant insurance matters shall entitle AW(TC) EUROPE to cancel the order, without compensation for the Supplier, or to withhold the payment of the Suppliers invoice(s)
- 4.2 The Supplier represents that it is, if and where applicable, duly registered and entitled to perform the ordered services / equipment. The Supplier may not transfer or subcontract part or all of the order, nor its resulting rights and obligations, without written authorization from AW(TC) Europe.
- 4.3 In case of subcontracted manufacturing or service managed by the AW(TC) selected supplier, the company shall cascade all applicable statutory and regulatory requirements including special product and process characteristics down the supply chain to the point of manufacture. Any subcontracting must get written authorization from AW(TC) prior any implementation.
- 4.4 The Supplier shall be fully liable for the complete and safe execution of the ordered services / equipment. It will hold AW(TC) EUROPE harmless from any damage or loss of any kind, due to its fault, a.o.:
 - Damage or loss resulting from a poor execution of the services / equipment.
 - Damage or loss resulting from the failure to comply with the terms of the purchase order or any of the relevant schedules or with the delivery time(s).
 If the Supplier is acting as a subcontractor of AW(TC) EUROPE, it shall hold harmless AW(TC) EUROPE against any claim made by the principal, concerning the service / equipment provided by the Supplier.
- 4.5 The Supplier will keep any purchase of services / equipment strictly confidential whether before, during or after the performance of the services / equipment; the Supplier shall never disclose any information concerning such supply and the services / equipment to any third party without the prior written consent of AW(TC) EUROPE.

5. Prices

Prices are firm unless otherwise agreed. If a flexible price is agreed upon, a delay in delivery time shall in no circumstances entitle the Supplier to claim price adjustments.

6. Payments

Payment shall be made as specified in the purchase order. Time of payment shall be calculated from the date the invoice is received by AW(TC) EUROPE. In no circumstances shall the starting point for time of payment be prior to the date of actual delivery of the merchandise or the performance of services. Payment does not signify approval of the merchandises or services.

To be registered, the invoices shall be sent to the AW(TC) Europe billing email address and must contain the following details: purchase order references (date and number), bank account information, object, a precise description of the corresponding delivery/service.

7. Claim, Warranty

- 7.1 Irrespective of what conditions of delivery may have been agreed upon in each individual case, AW(TC) EUROPE shall have the right from the date of actual delivery/performance to submit any claim regarding the conformity (quality and/or quantity) of the merchandise / services / equipment. This shall not in any way limit or otherwise affect the warranty provisions set out in separate warranty agreements, if any.
- 7.2 If the merchandise / equipment appear not to conform, it shall, according to the circumstances, either be returned immediately to the Supplier or stored apart from other goods until the Supplier recovers it. Such merchandise shall be regarded as not delivered.
- 7.3 Should the merchandise or services prove to be faulty during the warranty period, and without prejudice to the right of AW(TC) EUROPE to claim compensation for any cost, damage or loss incurred as a consequence of such faulty merchandise, AW(TC) EUROPE shall be entitled to choose:
- (a) Either to have such merchandise replaced or repaired by the Supplier, or to have the purchase value of such merchandise or the adjustment costs incurred by AW(TC) EUROPE compensated by the Supplier, or
 - (b) Either to have the service performed anew by the Supplier, or to have the purchase value of remedial services incurred by AW(TC) EUROPE compensated by the Supplier.
- 7.4 In all cases, costs that may derive from the implementation of this provision (e.g. cost of returning or recovering the merchandise) shall be borne by the Supplier.
- 7.5 The warranty (including costs for parts and delivery, labor and transport) for defective service / equipment expires at the end of the twenty four (24) months after acceptance.
- 7.6 Hidden defects and claims on the basis of the Product Liability Act and the Civil laws remain fully intact.
- 7.7 After Sales Period deliveries for equipment: the Supplier guarantees the delivery of the spare parts during 15 years after the commissioning. During this period the Supplier shall maintain all know-how and information necessary to ensure proper maintenance

8. Remedies – Force Majeure

Any circumstances beyond the control of the parties (such as industrial disputes, natural disasters, fire, war, blockade, mobilization, requisition, seizure, non-issuance of import or export licenses, currency/exchange restrictions, rebellion, general scarcity of means of transport, general restriction on access to power supply etc.) occurring after the conclusion of the contract and preventing its performance shall be regarded as case of relief.

The party seeking to claim relief on the basis of any of the above circumstances shall immediately inform in writing the other party of the occurrence and cessation of such circumstances.

The existence of such circumstances shall release both parties from all liability.

9. Inspection

The fact of not having made any remarks on the occasion of these inspections does not deprive the buyer the right to refuse material as improper or affected by an apparent or latent defect.

10. Transfer of Risk, Title

Risk of loss or damage shall be passed on to AW(TC) EUROPE in accordance with the agreed clause of the Incoterms 2010.

The Supplier retains title to the products until all payments due to the Supplier have been finally effected by AW(TC) EUROPE.

Risks are transferred at the time of the actual delivery of the goods at the agreed place by the seller or by the carrier he has authorized and after the tests acceptance have been successful.

11. Applicable laws and competent jurisdiction

These General Conditions and any purchase of merchandise and/or services by AW(TC) EUROPE are governed by Belgian laws.

For any dispute concerning these General Conditions and any purchase of merchandise and/or services by AW(TC) EUROPE, the courts where AW(TC) EUROPE has its registered offices have exclusive jurisdiction.

12. Supplies of chemical substances

12.1 The Supplier of chemical substances, as such contained in preparations or articles, must comply with its obligations regarding the regulation (CE) N°1907/2006 "REACH" dated December 18, 2006.

12.2 As a manufacturer or importer of chemical substances, the Supplier proceeds, among others and in order to ensure the continuity of AW(TC) EUROPE activities, with the pre-registration and the registration of the substances for AW(TC) EUROPE specific uses. Failing that he makes sure that this requirement is respected by the manufacturer or importer prior to the supply chain.

12.3 The Supplier informs AW(TC) EUROPE of any restriction linked to the manufacture, the introduction on the market or the use of substances provided by him as such contained in preparations or articles. In case the use of a substance supplied to AW(TC) EUROPE requires authorization, the Supplier must apply in due course to the European Chemical Agency for authorization aimed to cover AW(TC) EUROPE specific uses within its activities.

12.4 The labeling and the data sheet of the substances must be updated by the Supplier in order to ensure substances in conformity with applicable regulations.

12.5 The supplier of chemicals going into our finished goods shall comply

- with the latest automotive regulation (see www.gadsl.org and End-of-Life Vehicle directive (EU-D 2000/53/EC) about the material / substance composition.
- register their products in the International Material Data System (IMDS) system and provide IMDS registration confirmation to AW(TC) EUROPE by email.

13. Certification requirements

13.1 Suppliers of products utilized in AW(TC) Europe manufacturing process shall be at minimum ISO 9001 certified and have a plan to achieve the IATF (International Automotive Task Force) certification within a defined timeline.

13.2 Laboratories providing inspection test or calibration services utilized for AW(TC) Europe products characteristics validation, shall be ISO 17025 certified.

13.3 AW(TC) Europe expects its suppliers to have a certified environmental management system in accordance with international standard ISO 14001 or the EMAS Directive of the European Union.

14. Privacy

14.1 Any Personal Data provided by the supplier will be processed by AW(TC) Europe SA (Avenue de l'Industrie 19, 1420 Braine-l'Alleud, Belgium, registered under the number 0441.938.532), the European Head Quarter of the Aisin AW Co. Ltd. group of companies with seat in Okazaki, Japan, (Aisin AW Group), the Controller, for the following purposes (i) to communicate with the supplier, (ii) to take steps prior to entering into a contract with the supplier, (iii) to perform a contract with the supplier, (iv) to comply with any legal or regulatory obligations, (v) to review and evaluate the supplier and (vi) to manage AW(TC) Europe's business operations.

14.2 Depending upon the purposes of processing, the Controller relies on (i) the necessity for the performance of a contract or for taking pre-contractual measures, (ii) the necessity for compliance with legal and regulatory obligations AW(TC) Europe is subject to and/or (iii) AW(TC) Europe's legitimate business interests. Where AW(TC) Europe relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives and the maintenance and development of the relationship with its suppliers.

- 14.3 The personal data provided by the supplier may be shared within AW(TC) Europe on a 'need to know' basis. In addition and on a need to know basis only, AW(TC) Europe may disclose personal data provided by the supplier to its contractors and service providers.
- 14.4 The personal data provided by the supplier may be disclosed or transferred to other entities within the AW(TC) Europe group of companies, both within and outside of the European Economic Area (EEA).
In order to ensure adequate protection of the personal data when transferred outside the EEA, AW(TC) Europe has entered into Standard Contractual Clauses with the entities within the AW Group of companies located outside the EEA. Upon request, AW(TC) Europe will provide further details on these arrangements.
- 14.5 **Deletion and Retention of Personal Data.** Personal Data provided by the supplier will be deleted or locked from access when the purpose of use of Personal Data ceases to exist (ref. par. 1 above), unless otherwise required by law. AW(TC) Europe obeys and respects all statutory requirements stipulating the periods for retention of Personal Data.
- 14.6 Data subjects have the right at any time to personally request access to and rectification of their personal data, or erasure of their personal data, or restriction of the processing of their personal data concerning the data subject, or to object to processing. Data subjects have the right to object at any time to the processing of their personal data for the purposes of direct marketing as well as the right to data portability. Such rights may be exercised by sending an Electronic Notification to the Controller by e-mail to the following address GDPR@aweurope.be including data subject's unique identity. Data subjects also have the right to lodge a complaint with a supervisory authority.

15. General Data Protection Regulation ((EU) 2016/679)

Suppliers collecting or processing AW(TC) Europe employee's personal data's shall comply with the European Regulation on General Data Protection Regulation.