

ARTICLE 1. DEFINITIONS

The following definitions apply unless otherwise specifically stated:

- (a) "Veoneer" or "Buyer" means the independent Veoneer Group legal entity entering into this Contract as the purchaser of goods and/or services.
- (b) "Veoneer Group" means any legal entity which is a wholly owned subsidiary of Veoneer Group Holdings, Inc.
- (c) "Seller" means the independent legal entity entering this Contract with Veoneer; this term also refers to "Consultant".
- (d) "Contract" means the following documents, including electronic versions, taken together: (i) these Purchase Order Terms and Conditions, (ii) Veoneer's purchase order(s) to Seller, (iii) delivery Releases issued thereunder, (iv) any agreement executed by Veoneer that incorporates by reference or is incorporated by any of the foregoing, and (v) any changes to any of the foregoing signed or otherwise accepted by duly authorized representatives of Veoneer and Seller.
- (e) "Authorized Representative" means any of the following Veoneer personnel: (i) President, (ii) Vice Presidents, (iii) Director or Manager of Purchasing, or (iv) Buyer assigned to Seller's account, and the written designee of any of the foregoing.
- (f) "Equipment" means the customized machinery, equipment and/or computer hardware purchased and sold under this Contract, and all components and parts of such equipment, machinery and/or computer hardware, and all services, additional components and parts necessary or required for operation of the same.
- (g) "Consultant" means the independent legal entity entering into this Contract with Veoneer as a provider of services.
- (h) Other capitalized terms not defined in this Article 1 shall have the meaning given in the text below.

ARTICLE 2. OFFER/ACCEPTANCE

- (a) Each purchase order, together with these Purchase Order Terms and Conditions ("Terms and Conditions"), any Releases and any documents specifically referenced herein, is an offer by Veoneer to the party to whom such purchase order is addressed to purchase the goods and/or services described therein, and it shall be the complete and exclusive statement of such offer and agreement. A purchase order does not constitute an acceptance by Veoneer of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of Veoneer's purchase order.
- (b) The provisions of this Contract constitute the complete and exclusive agreement between the parties hereto and supersede all previous communications, representations, or agreements, whether oral or written, between the parties with respect to the subject matter of this Contract. Each Contract is deemed accepted by Seller by the occurrence of any one of the following: (i) five business days after Veoneer delivers the purchase order to Seller, if Seller fails to object to the Contract, (ii) upon Seller's signature on the acknowledgment copy or otherwise of Veoneer's purchase order form, unless an Authorized Representative of Veoneer consents in writing to a different manner of acceptance, (iii) commencement of performance, or (iv) delivery in whole or in part of the goods or services called for under this Contract. No purported acceptance of any purchase order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Veoneer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller's proffered terms or conditions are accepted in a physically signed writing by an authorized representative of Veoneer, notwithstanding Veoneer's acceptance of or payment for any shipment of goods or similar act of Veoneer. Veoneer rejects all additional or different terms and conditions of Seller, whether confirmatory or otherwise. Without limiting the foregoing, all terms and conditions proposed by Seller that are different from or in addition to the terms of this Contract are unacceptable to Veoneer, are expressly rejected by Veoneer, and shall not become a part of this Contract. Without limiting the generality of the foregoing, no condition stated by Seller in its acknowledgment of this Contract shall be binding upon Veoneer if in conflict with, inconsistent with, or in addition to the Terms and Conditions, whether as part of a purchase order, invoice, or otherwise, then Veoneer's acceptance of any offer by Seller associated with Seller's terms shall be expressly conditioned upon Seller's acceptance of the terms of the Contract exclusively, regardless of whether any terms of the Contract would

be considered additional to, or different from, terms presented by Seller. In the event of a conflict between the Contract and any prior or contemporaneous agreement or document exchanged between Veoneer and Seller, the Contract governs.

- (c) Veoneer may modify the Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through the Veoneer Partner Portal at least ten (10) days prior to the modified Terms and Conditions becoming effective. Seller periodically shall review the website and the Terms and Conditions. Seller's continued performance under a Contract without providing written notice to Veoneer detailing Seller's objection to any modified Terms and Conditions prior to the effective date of such modified Terms and Conditions will constitute Seller's acceptance of such modified Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, the Contract may only be modified by a purchase order amendment by Veoneer.

ARTICLE 3: QUANTITY AND DURATION

- (a) Unless the Contract is for a fixed quantity, or specifies a different percentage, the quantity applicable to each Contract, shall be one hundred percent (100%) of Veoneer's requirements for the goods. Seller is obligated to provide goods to Veoneer in the quantity specified in any release issued by Veoneer ("Release"). A Release will specify a firm quantity of goods and/or a firm quantity of raw materials/components that Veoneer will be responsible for in the event of termination of the Contract. Releases may include Projections (defined below), but Releases are only binding upon Veoneer for, and Veoneer will have no obligation or liability beyond, the firm quantity specified in the Release. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm Release quantities provided by Veoneer. Veoneer reserves the right to increase quantities within firm material/component periods and lead times by up to 20% prior to delivery, and Seller must maintain adequate capacity to accommodate such requests.
- (b) Unless stated otherwise on the face of the Contract, the duration of Seller's obligation with respect to each of the goods covered by the Contract shall be the life of the applicable vehicle program(s) into which the good(s) ultimately are incorporated, including any extensions or renewals thereof, plus applicable service and replacement parts requirements. The duration may be different for each of the goods covered by the Contract. Veoneer and Seller acknowledge, however, that this Section does not affect or otherwise change Veoneer's rights of termination set forth herein.
- (c) Upon the expiration or termination of any Contract, Seller shall cooperate with Veoneer and provide all reasonably requested support and information required by Veoneer to facilitate Veoneer's sourcing of the goods to a replacement supplier.

ARTICLE 4. VOLUME AND DURATION PROJECTIONS

- (a) From time to time and in connection with quotations, requisitions, and Contracts, Veoneer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the goods and/or the term of a program ("Projections"). Projections, unlike a Release for a firm quantity, are not binding on Veoneer. Seller acknowledges that Projections, like any other forward-looking estimates, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or at any later time. Veoneer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the Projections. Seller expressly accepts this risk and possible reward.

ARTICLE 5. CHANGES

- (a) Veoneer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or otherwise to change the scope or specific requirements of the work covered by this Contract, including work with respect to such matters as inspection, testing, shipping, packing or quality control, and Seller shall implement such changes promptly; any reasonable difference in Seller's cost or time for performance resulting from such changes shall be negotiated by the parties with a price adjustment and or change in delivery schedule after receipt of documentation in such form and detail as Veoneer may reasonably direct. All changes must be in writing and signed by an Authorized Representative of Veoneer.

- (b) Failure to agree to any adjustment shall be a dispute under ARTICLE 30. DISPUTES hereunder and shall not

excuse Seller from proceeding with the Contract as changed.

- (c) If any third party, e.g., Veoneer's customer, changes Seller's performance requirements without Veoneer's consent, Seller shall be liable to Veoneer for any costs incurred by Veoneer related to the change in the goods and services, including but not limited to re- inspection, late shipments to Veoneer's customer, premium freight, and sorting.
- (d) Without the prior approval of Veoneer on the face of a purchase order amendment, Seller shall not make any changes to any Contract or the goods covered by the Contract, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Contract, (ii) the facility from which Seller or such supplier operates or produces goods covered under the Contract, (iii) the design, model, model-type, or any change or modification whatsoever of the goods covered by the Contract (iv) the price of any of the goods covered by the Contract, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or is suppliers in connection with the Contract; (v) the fit, form, function, appearance, performance of any goods covered by the Contract; or (vi) the production method, or any process or software used in the production or provision of any goods under the Contract. Any changes by Seller to any Contract or the goods covered by the Contract without the prior approval by Veoneer on the face of a purchase order amendment shall constitute a breach of the Contract.

ARTICLE 6. DELIVERY; PREMIUM FREIGHT; FOB POINT; INVENTORY

- (a) Time is of the essence. Delivery must be completed within the time specified on the face of this Contract or in accordance with the delivery method established by Veoneer hereunder. If Seller fails to make deliveries in the correct quantities or perform services at the specified time, all damages suffered by Veoneer including, without limitation, additional costs incurred in purchasing substitute goods or services and any premium transportation or other costs required to meet the specified delivery schedule (or minimize the lateness of deliveries) will be at the expense of Seller. Seller assumes such liability. Veoneer may in its sole discretion terminate this Contract, in whole or in part for any late deliveries.
- (b) Unless otherwise specified in Veoneer's purchase order, shipping terms for the goods shall be F.O.B. Seller's Plant for domestic suppliers and Ex Works (Incoterms 2020) Seller's Plant Loaded for international suppliers.
- (c) Seller shall provide the quantity, volume, level of service, as specified in the Contract.
- (d) Unless otherwise specified in writing, Seller shall be responsible for having on hand at least two (2) weeks of finished goods and six (6) weeks of raw materials.
- (e) The Seller shall inform the Buyer about any applicable requirements or restrictions for the (re-) export of the goods under applicable export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the items. If Seller imports any parts into the United States that are ultimately consigned to Veoneer, or if the Seller shows Veoneer as the Importer of Record, Seller shall include the appropriate U.S. import tariff number with each shipment. If Seller possesses a United States Customs "Binding Ruling", U.S. Customs document certifying the import tariff number, or documents supporting U.S. Customs special import programs, e.g., NAFTA, GSP Certificates of Origin, etc., Seller shall forward that information for approval to Veoneer Logistics Department, c/o Buyer at Veoneer, before the first shipment. Seller shall not ship any goods until it has received such approval.
- (f) Any goods being shipped into the United States that include solid wood packaging, as defined in the International Standards for Phytosanitary Measures ("ISPM") 15 regulations, must comply with all requirements. See website: Wood Packaging Material | Animal and Plant Health Inspection Service (usda.gov) for the most recent information. The Seller shall use only approved treatments for solid wood packaging materials ("WPM"). Solid wood packaging materials, pallets, etc., shall be (i) heat treated at least thirty (30) minutes with a minimum wood core temperature of fifty-six (56) degrees Centigrade, or (ii) fumigated with methyl bromide. Any WPM shall be marked with the current International Plant Protection Convention ("IPPC") logo found at the above website. Paper certificates will not be required or accepted.

ARTICLE 7. INVOICES AND PAYMENT; VEONEER PORTAL

- (a) Unless otherwise agreed in writing, the terms of payment shall be PROX seventy-five (75) days after receipt of an acceptable invoice and/or Revenue Anticipation Notes ("RANs") (1 copy), or in accordance with mutually agreed procedures, e.g., packing list and RAN. Seller shall be paid the prices stipulated herein for supplies delivered and

accepted less applicable deductions and offsets, if any. Veoneer may return quantities in excess of that specified in the Contract at Seller's expense and risk. For purposes of invoice payment, the effective date of the invoice shall be the date of acceptance of goods at Veoneer (or such other destination as designated in the Contract) or the date of receipt by Veoneer of Seller's correct invoice, whichever occurs later. All invoices and/or RANs must reference the purchase order number, purchase order amendment or Release number, Veoneer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers, Seller's name and number, and bill of lading number, before any payment will be made for goods by Veoneer. In addition, no invoice may reference any term separate from or different than these Terms and Conditions or the terms that appear on the face of the purchase order. Veoneer reserves the right to return all invoices or related documents submitted incorrectly. Payment terms will commence upon the receipt and input of a correct invoice or RANs into Veoneer's invoicing system. Any payment by Veoneer of a nonconforming invoice is not an acceptance of any non-conforming elements or terms on such invoice.

- (b) Notwithstanding the above, payment shall not constitute an acceptance of any goods or services failing to meet applicable drawings and specifications.
- (c) Seller agrees it has 120 days after shipment or invoice date, whichever occurs earlier, to notify Veoneer of a failure to pay on any invoice, or similar billing statement. If Veoneer does not receive written notification from Seller within that 120-day period, including complete details, records of receipt, etc., substantiating its claim, the invoice or similar billing statement shall be deemed paid by Veoneer or waived by Seller. Seller shall then have no other recourse to collect or have its account adjusted for the alleged non-payment on the invoice or similar billing statement.
- (d) Any claims for obsolescence must be submitted in writing no later than 120 days after the last order, Release, or written authorization issued by Veoneer. Seller agrees that for its obsolescence claims, Veoneer's liability shall be limited to ARTICLE 6(d), i.e., two (2) weeks of finished goods and six (6) weeks of raw materials.
- (e) At Seller's own cost, Seller shall establish electronic transaction capability with Veoneer for payments, tax forms, credits, certifications, Veoneer Partner Portal, Enterprise Resource Planning ("ERP"), electronic data interchange ("EDI"), orders, releases, ISO compliance, the Veoneer Supplier Manual ("VSM"), regulatory compliance, Veoneer Standards, Electronic Funds Transfer ("EFT"), Automated Clearing House ("ACH") forms, etc. The printed version of the transmissions shall be admissible as evidence, provided the sending party has complied with requirements of confidentiality, proper authorization, security, etc. Seller shall remain responsible for any errors in transmission and for ensuring Veoneer's receipt of any transmission. The parties agree that electronic transmissions, with or without signatures, shall be legally sufficient.

ARTICLE 8. WARRANTIES

- (a) "Warranty Period" shall mean, for each of the goods provided, the time period beginning on the day of first use of the goods by Veoneer or acceptance by Veoneer, and continuing until the later of: (i) thirty-six (36) months; (ii) the period specified in Veoneer's Request for Quotation; (iii) the period provided under applicable law; or (iv) if the goods are utilized for new vehicles, the same period as the new vehicle warranty period offered to retail purchasers in any country in which the vehicle incorporating the goods is sold. Seller may contact Veoneer's representative for information regarding those countries in which vehicles incorporating the goods will be sold.
- (b) In the event that Veoneer, or its customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the goods, or any parts, components or systems incorporating the goods, are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or reliability or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a "Remedial Action"), the Warranty Period shall continue for such time period as may be dictated by Veoneer's customer or the federal, state, local or foreign government where the goods is used or provided and Seller shall fully comply with the requirements of this Contract.
- (c) Notwithstanding the expiration of the Warranty Period, Seller shall nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the goods fail to conform to the warranties set forth in the Contract. Where applicable, Seller shall pay all reasonable expenses associated with determining whether a Remedial Action involving the goods is necessary. Veoneer and Seller agree that any Remedial Action involving the goods shall be treated separately and distinctly from similar Remedial Actions of other goods of Seller; provided that such separate and distinct treatment is lawful and Seller shall in no event fail

to provide at least the same protection to Veoneer on such goods as Seller provides to its other customers in connection with such similar Remedial Actions.

- (d) Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a significant nature or in a significant portion of the goods, or a defect is discovered which, in Veoneer's reasonable opinion, constitutes a threat of damage to property or to the health and safety of any person.
- (e) In addition to Seller's customer warranties, any express warranties set forth in this Contract, any and all other warranties expressed or implied in law, Seller expressly warrants that (i) the goods delivered hereunder shall strictly conform to all applicable specifications, drawings, samples, symbols or other descriptions furnished or approved in writing by Veoneer and conform to all industry standards, laws and regulations in force in countries where such goods are to be sold; (ii) shall be of good material and workmanship and free from defects in design and manufacture; (iii) shall be new and adequately marked, contained, packaged and labeled; (iv) the goods do not, and are not claimed to, violate any patent, trademark or copyright, and may be properly imported into the United States or any other country; (v) Seller shall not substitute for specified materials or goods without the prior written consent of Veoneer; (vi) goods delivered hereunder will be free and clear of all liens and encumbrances whatsoever and that Seller will convey to Veoneer good and marketable title; (vii) Seller knows or has reason to know the particular purpose for which Veoneer intends to use the goods and Seller warrants that such goods are safe, sufficient and fit for such particular purpose; (viii) in the case of services, all services performed on behalf of Veoneer shall be performed in competent, workmanlike manner; (ix) the goods shall be manufactured in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the goods will be sold or used; and (x) it is compliant with Veoneer Standards, Veoneer Supplier Manual (VSM), as applicable, including Appendices, Attachments, etc., and as amended or replaced, and (xi) Seller has complied with QS 9000, ISO 14001, IATF 16949, PPAP, APQP, and the various OEM End of Life Vehicle ("ELV") reporting and other requirements, as well as international softwood standards, including USDA Regulations on Wood Packaging Material Imports, in fulfilling this Contract. Seller agrees to save harmless and defend Veoneer from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and reasonable attorneys' fees arising out of, or in any manner predicated upon any breach of the foregoing warranties, and to indemnify and save Veoneer harmless from and on account of damages or liability of any kind that Veoneer may suffer as a result of any breach of such warranties.
- (f) As all elements of the automotive tiered-supply network must work together to ensure that Veoneer's customer's terms, conditions and requirements are met, the applicable terms, conditions and requirements of Veoneer's customer shall flow through Veoneer to Seller to the extent that they do not conflict with the terms of the Contract. Seller shall indemnify and hold harmless Veoneer from any and all claims and demands from Veoneer's customer relating to any actual or alleged problem or issue with the Supplies sold by Seller under any Contract or the manner in which Seller has supplied such Supplies under the Contract.
- (g) All warranties shall survive inspection, test, delivery, acceptance, use and payment by Veoneer and shall inure to the benefit of Veoneer, its successors, assigns, customers, and the users of Veoneer's goods and services. These warranties may not be limited or disclaimed.
- (h) Seller waives any claim against Veoneer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Veoneer for breach of warranty infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Veoneer.
- (i) If Veoneer experiences any breaches of any warranty, Veoneer shall have the right, in addition to exercising all other rights Veoneer may have under the Uniform Commercial Code and any other applicable statutes or law, to take the following actions, at Veoneer's option: (i) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (ii) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective goods with similar items and recover the total cost relating thereto from Seller, including but not limited to the cost of product recalls; or (iv) reject the defective goods. Seller agrees to make all corrections to the satisfaction of Veoneer. This warranty and indemnification shall survive inspection, testing, use, payment and acceptance and run to Veoneer, its successors, assigns, customers and users of the goods. These warranties may not be limited or disclaimed.
- (j) If Veoneer's products are subject to any recall, service fix, safety campaign or other Remedial Action (whether

required or recommended by Seller, Veoneer, any governmental or regulatory body or third party) as a result of suspect, defective or allegedly defective goods sold by Seller hereunder and incorporated in Veoneer's products, Seller shall reimburse Veoneer for all costs and expenses arising therefrom or relating thereto.

ARTICLE 9. QUALITY

- (a) Seller agrees to participate in Veoneer's quality and development program(s) and to comply with all quality requirements and procedures specified by Veoneer, as revised from time to time. Based on Veoneer's assessment of responsibility, Seller is responsible for any and all costs associated with quality issue investigations, containment and Remedial Actions on account of nonconforming or otherwise defective goods provided by Seller to Veoneer (including third party activities identified and initiated by Veoneer or Veoneer's customer). Seller is obligated to provide all reasonable support requested by Veoneer to address immediately and correct the quality of goods provided. Seller shall provide additional resources, as necessary and as identified by Veoneer, to support product development, process development, validation, production launch, or any issue that may jeopardize the success of the manufacture or assembly of any goods or of the program.
- (b) Seller warrants that its overall equipment (shared and specific) and plant capacity are adequate to meet Veoneer's needs. Ongoing capacity analysis must account for at least: scrap variation, downtime, maintenance, and other Veoneer customer or Veoneer requirements. Each production process must successfully complete a run-at-rate. The run-at-rate must demonstrate that Seller's production process can produce in less than 24 hours at least one days' quantity of conforming or non-defective goods to satisfy Seller's Capacity Planning Volume ("CPV"). Veoneer is not obligated to pay Seller any incremental costs as long as the Release quantities do not exceed Seller's CPV. The requirement for capacity and the CPV is not a volume, program or other commitment by Veoneer.
- (c) Seller is responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, traceability, and ongoing supervision to assure all goods provided to Buyer conform to all specifications, standards, drawing, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Contract.

ARTICLE 10. PRICE AND OTHER WARRANTIES

- (a) Seller warrants that the prices for the goods or services sold to Veoneer hereunder are complete, including but not limited to all applicable taxes, fees, duties, which are required to be imposed on the goods ordered or by reason of their sale or delivery, and are no less favorable than Seller currently extends to any other customer for the same or similar goods or services in similar quantities.
- (b) If Seller reduces its prices for such goods or services to one or more other customers during the term of this Contract, Seller will correspondingly reduce its prices to Veoneer for such goods or services to the extent permitted by law. During the term of this Contract, Seller agrees not to ask for any price increase, regardless of the cause or reason including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor, transportation or overhead. Further, unless otherwise requested in writing by a duly Authorized Representative of Veoneer, such requests for price increases shall have no effect.
- (c) Seller warrants its pricing, terms, delivery, service and quality shall be consistent and competitive with the industry. If Veoneer reasonably determines that Seller's performance is not competitive with the industry, Veoneer will give Seller an opportunity to correct the deficiencies within ten (10) days of Veoneer's notice for any noncompetitive delivery, service, quality, or pricing. If Seller fails to correct such deficiency within the applicable period, then Veoneer may terminate this Contract and/or any undelivered quantities of such goods under outstanding purchase orders. In the event of such termination, Veoneer shall have no liability other than payment of the agreed purchase price for components delivered prior to the termination date.

- (d) Further, Seller warrants that Veoneer shall be entitled to any all benefits or credits resulting from a Contract, including, but not limited to, trade credits, export credits, customs drawbacks, rebate of taxes or duties, etc. (unless otherwise stated by Veoneer on a purchase order or a country's practice requiring such credits to remain with Seller). Seller shall furnish all documents required to obtain the foregoing benefits and credits. Seller shall identify the country of origin of the materials used in any good purchased under a Contract and the value added thereto in each country.

ARTICLE 11. SERVICE PARTS

- (a) Seller shall supply parts to Veoneer in support of its service and/or replacement part requirements throughout the term of this Contract, and after termination or expiration of the Contract for a minimum of fifteen (15) years, and thereafter for as long as Veoneer requires such parts to meet its obligations to its customers. Upon receipt of a Release, Seller shall sell to Veoneer all goods necessary for Veoneer to fulfill Veoneer's and its customer's service and replacement parts requirements for its current production model at the then-current production prices plus any actual net cost differential for required unique packaging. If the goods are systems, modules or assemblies, Seller shall sell the component or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with, or assembly to, the system, module or assembly plus any actual net cost differential for required unique packaging.
- (b) Seller's obligations pursuant to this Article shall include, but not be limited to, establishing similar contractual requirements for its sources of components and raw materials, or otherwise taking adequate steps to assure a continuing source for such goods, as well as retaining and maintaining tooling required to manufacture parts in support of Veoneer's service and/or replacement part requirements.
- (c) For five (5) calendar years after the end of the production contract or any extension, Seller agrees to sell its components or service parts at the last piece part price accepted by the parties with no allowance for set-up costs. After the fifth (5) calendar year, Seller agrees to sell its components or service parts at no more than three times the last piece part accepted by the parties. Unless accepted by Veoneer in writing, it shall not be liable for set-up costs, etc. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

ARTICLE 12. INSPECTION AND TITLE PASSAGE; VISITATION RIGHTS; ACCEPTANCE TESTING; LICENSE

- (a) All supplies (which term includes but is not limited to equipment, raw materials, components, intermediate assemblies, end products, and lots of supplies) shall be subject to inspection and test by Veoneer on reasonable notice at all reasonable times and places including the place of manufacture. Final inspection and acceptance of goods delivered hereunder shall be made after delivery at Veoneer's designated point, notwithstanding any prior payment or inspection.
- (b) Unless provided elsewhere in this Contract, risk of loss and title to all conforming goods and/or work provided under this Contract shall pass to Veoneer at the F.O.B. point, or at the time of acceptance, whichever is later, provided, however, that in the event the goods and/or work subsequently are rejected by Veoneer for any reason, risk of loss and title will be divested from Veoneer and will revert immediately to Seller.
- (c) Seller shall maintain quality control, inspection and manufacturing process and record keeping systems acceptable to Veoneer that shall be subject to review, verification, and analysis by an Authorized Representative of Veoneer and/or its customers.
- (d) Seller agrees that Veoneer or its Authorized Representative or Veoneer's customer may visit Seller's facility where this Contract is to be performed, in whole or in part, to review progress, discuss problems/failures, including but not limited to participation in quality investigations, and witness testing pertaining to the requirements of this Contract. Seller agrees to provide access to, without charge, all Seller's or its sub-supplier's facilities and assistance for the safety and convenience of Veoneer or its Authorized Representative during such visits.

ARTICLE 13. TITLE TO DRAWINGS, DATA, AND SPECIFICATIONS

- (a) Veoneer at all times shall own all rights including intellectual property rights in and to all invention, concept, design, prototype, produce configuration, process, technique, procedure, system, plan, model, program, software or code, drawings, data, and diagram, flow chart, documentation, and specifications furnished or funded by Veoneer to

Seller and intended for use, or created, modified, developed, etc., in connection with this Contract. Seller shall not use such Veoneer drawings, data, or specifications for purposes outside the scope of this contract and shall not use the drawings, data, specifications furnished or funded by Veoneer for producing any goods for anyone other than Veoneer. Seller agrees that all works of authorship created by Seller in connection with each Contract are “works made for hire” on behalf of Veoneer as that term is used in connection with the U.S. Copyright Act. The term “intellectual property” as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Veoneer to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the United States Uniform Trade Secrets Act. Seller hereby assigns to Veoneer ownership of all right, title, and interest in the goods and any associated intellectual property, and further agrees to cooperate with Veoneer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Veoneer to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the goods at the request and expense of Veoneer.

- (b) Seller expressly warrants that the goods shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Seller shall not disclose to Veoneer any confidential information, including any trade secrets, of any third party.
- (c) Seller shall use such drawings, data, and specifications only in connection with this Contract and, upon Veoneer's request or upon completion of this Contract, shall promptly return all drawings, data, and specifications to Veoneer at Seller's sole expense. In addition, Veoneer shall have and Seller hereby grants, a nonexclusive, royalty-free, fully paid-up license, with right of sublicense, to practice under any intellectual property rights of Seller (whether patent, trade secret or otherwise) which are or may be incorporated or used in or related to any of the goods sold under this Contract including, without limitation, any such intellectual property right incorporated in any Tool (as defined in ARTICLE 14. TOOLING hereunder) or used in the manufacture or design of any of the goods sold hereunder. These rights shall survive cancellation, termination, or breach of this Contract.
- (d) Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this paragraph to ensure that the protections required by Veoneer from Seller are also received from subcontractors for the benefit of Veoneer and Seller.
- (e) The approval or concurrence by Veoneer of any drawings, data, or specifications developed by Seller shall not be construed as a complete check but will only indicate that the general method of construction and detailing are satisfactory to Veoneer. Such approval of drawings, data, and specifications will not relieve Seller of responsibility for any errors that may exist, and Seller shall be responsible for the dimensions and design of adequate connection details and satisfactory construction of goods and deliverables.
- (f) All references to other Veoneer specifications in any specification incorporated herein shall be deemed to include all supplementary or superseding specifications in effect as of the date of Seller's latest quotation, if Seller was furnished or otherwise notified, electronically or otherwise, of the existence of such supplementary or superseding specifications at the time of quotation.
- (g) Veoneer reserves the right to assign design responsibility to Seller. Seller agrees that Veoneer shall however retain title to all such drawings, data, specifications, design, etc. Seller shall retain responsibility for manufacturability, operability, functionality, and other warranties, express or implied.

ARTICLE 14. TOOLING

- (a) Except as otherwise expressly agreed by Veoneer, Seller shall, at Seller's own expense, furnish, maintain and replace (when necessary) all tools, jigs, dies, gauges, fixtures, molds, patterns and equipment (hereinafter "Tools" or "tools") necessary for the production of goods or the performance of services to be supplied to Veoneer hereunder. Tools include all related warranties, specifications, designs, manuals, operating software, instructions, and drawings. Seller shall adequately insure Veoneer's Tools (as defined in Subsection b) against losses and damage, including but not limited to maintaining full fire and extended coverage for the replacement value thereof and shall name Veoneer as the additional insured and loss payee.
- (b) All Tools furnished or paid for by Veoneer, directly or indirectly, to enable Seller to perform this Contract shall be and remain the property of Veoneer or its designee ("Veoneer's Tools"). Seller shall bear the risk of loss of and damage to Veoneer's Tools. This provision also applies to indirect financing or payment through amortizing tooling costs. Seller shall bear the risk of loss of and/or damage to Veoneer's Tools in Seller's possession or under Seller's

control that are Veoneer's Tools and shall execute and deliver to Veoneer such documentation (including financing statements on Forms UCC-1 or other standard forms utilized in the jurisdiction in which the Tools and/or Supplier are located) as Veoneer may require evidencing Veoneer's ownership of such Tools. Seller authorizes Veoneer to file a UCC-1 financing statement or similar document with the appropriate filing authority to give notice of Veoneer's ownership interest in Veoneer's Tools. Failure to file a financing statement will not alter or amend Veoneer's ownership rights to Veoneer's Tools. Seller shall provide Veoneer, upon Veoneer's request, with a written inventory of all Veoneer's Tools. Seller shall assume the responsibility and costs for properly filing such financing statements. Veoneer shall have the right to enter onto Seller's premises at all reasonable times to inspect such Tools and audit Seller's records with respect thereto. Seller shall remain liable for any deficiencies uncovered in any audit.

- (c) Veoneer's Tools shall at all times be properly housed and maintained by Seller to reflect normal operational capabilities at Seller's sole expense. In the event that it becomes necessary, as determined by either Veoneer or Seller, to replace the Veoneer's Tools due to normal use by the Seller, or otherwise, said replacement of Veoneer's Tools shall be at the sole expense of the Seller and said replacement Veoneer's Tools shall remain the property of the Veoneer. Veoneer does not guarantee the accuracy of any Veoneer's Tools or the availability or suitability of any supplies or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Veoneer's Tools or other materials supplied by Veoneer prior to any use by Seller. Veoneer's Tools shall not be used by Seller for any purpose other than the performance of this Contract or other contracts with Veoneer; shall be deemed to constitute personal property and shall be dealt with by Seller as such; shall be conspicuously marked as Veoneer's property or marked using Veoneer customers asset identified tags by Seller in such manner as Veoneer's Authorized Representative shall approve; shall not be commingled with property of Seller or with that of third parties; and shall not be moved to another location whether it be another one of Seller's premises without the prior written approval of Veoneer's Authorized Representative. Upon the request of Veoneer, such Tools shall be immediately released to Veoneer or delivered by Seller to Veoneer or in accordance with Veoneer's instructions either (i) F.O.B. (Incoterms 2020 if shipped internationally or UCC § 2-319 if shipped in the United States) Seller's plant on board the vehicle or other transport equipment of such carrier as Veoneer has selected, properly packed and marked in accordance with the requirements of such carrier, or (ii) to any location designated by Veoneer, in which event Veoneer shall reimburse Seller for the reasonable cost of delivering Veoneer's Tools to such location. Seller expressly waives and releases, and agrees not to file or otherwise assert or prosecute or suffer to permit any statutory, equitable or other liens, including but not limited to equitable or other liens, including but not limited to any molder liens, tool liens, builder liens and the like, that Seller has or might have on or in connection with Veoneer's Tools for all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing Veoneer's Tools. Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Tools.
- (d) Seller acknowledges and agrees that: (i) Veoneer may not be the manufacturer of Veoneer's Tools nor the manufacturer's agent nor a dealer therein; (ii) Veoneer is bailing the tools to Seller for Seller's benefit; (iii) Seller has inspected Veoneer's Tools and is satisfied that the Veoneer's Tools are suitable and fit for its purposes, and (iv) Veoneer HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF VEONEER'S TOOLS OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Veoneer shall not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Veoneer's Tools including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other direct, special or consequential damages.

ARTICLE 15. ASSIGNMENT AND SUBCONTRACTING; SETOFF

- (a) No interest herein may be assigned, in whole or in part, by Seller without the prior written consent of Veoneer.
- (b) This Contract is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Contract or delegate the performance of its duties without the written consent of Veoneer. Any such assignment or delegation without the previous written consent of Veoneer, at the option of Veoneer, shall cause a cancellation of this Contract. Any consent by Veoneer to an assignment shall not be deemed to waive Veoneer's right to recoupment from Seller and/or its assigns for any claim arising out of this Contract. Assignment shall not relieve Seller from its obligations of confidentiality. Veoneer shall have the right to assign any benefit or obligation under this Contract to any third party upon notice to Seller. All claims and requests of Seller (or its assignees) for money due or to become due from Veoneer shall be subject to deduction by Veoneer

in accordance with Article 2-717 of the Uniform Commercial Code or for any setoff or counterclaim arising out of this or any other of Veoneer's contracts with Seller, whether such setoff or counterclaim arose before or after any assignment by Seller.

- (c) In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates to Veoneer or any of its subsidiaries or affiliates, and Veoneer may set off against or recoup any amounts due or to become due to Seller, or any of its subsidiaries or affiliates, to Veoneer or any of its subsidiaries or affiliates, however and whenever arising, including but not limited to the Veoneer's attorneys' fees and costs of enforcement. In the event that Veoneer or any of its subsidiaries or affiliates reasonably feels at risk, Veoneer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk. An "affiliate" of a party means any other company that controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of twenty percent (50%) or more of the capital or equity of a company or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such company.
- (d) If an obligation of Seller or any of its subsidiaries or affiliates to Veoneer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Veoneer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Contracts between Veoneer and Seller have not been assumed, then Veoneer may defer payment to Seller, via an administrative hold or otherwise, for goods against potential rejection and other damages.
- (e) In the event of Seller's insolvency, Veoneer also may setoff, recoup, and/or withhold from amounts due Seller or any of its subsidiaries or affiliates any amounts that Seller is obligated to indemnify Veoneer pursuant to this Contract, regardless of whether such amounts become due before or after the filing of a petition for bankruptcy protection by Seller.

ARTICLE 16. RELEASE OF NEWS INFORMATION AND CONFIDENTIALITY

- (a) Without the prior written consent of Veoneer, Seller shall not make any news release or public announcement of any part of the subject matter of this Contract, including any general announcement that Seller has entered into this Contract or a business relationship with Veoneer.
- (b) Any and all designs, sketches, models, or samples, drawings, bills of materials, blueprints, plans, devices, machinery, specifications, processes, techniques, expertise, business and financial records, part numbers, plans and projections, and other similar information, items, documents and materials made available by Veoneer or its affiliates to Seller or its affiliates, or otherwise acquired, obtained or developed by Seller under or in connection with this Contract (collectively, the "Confidential Information") are and at all times shall remain the exclusive property of Veoneer. "Confidential Information" shall not include any item of information that Seller can demonstrate by documentary evidence: (i) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Seller or any of its employees, officers, directors, agents or affiliates, or (ii) is disclosed to Seller by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure thereof without confidentiality restrictions. During the Confidentiality Period, Seller agrees that it shall not (x) make any use whatsoever of the Confidential Information except for the purpose(s) specified in this Contract; or (y) disclose the Confidential Information to any third party. The "Confidentiality Period" shall mean the period beginning on the date of disclosure to Buyer and ending five (5) years after the termination or expiration of the Contract. Notwithstanding the preceding sentence, the parties' obligations with respect to Confidential Information that constitutes trade secrets under applicable law will continue until the date on which such information no longer constitutes trade secrets under applicable law. Seller acknowledges and agrees that money damages for any and all breaches of Seller's obligations under this Section are both incalculable and insufficient and that any such breach would irreparably harm Veoneer. Therefore, in the event of an actual or prospective breach of any such obligation, Veoneer shall be entitled to seek a permanent and/or preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Section against Seller in addition to any other remedies to which Veoneer may be entitled at law or in equity.
- (c) Seller shall not sell or dispose of, as scrap or otherwise, any completed or partially completed or defective goods manufactured hereunder without defacing or rendering them unsuitable for use.

ARTICLE 17. PACKING AND MARKING

- (a) Seller warrants its compliance with all Contract specifications for dunnage, labeling, marking, packaging, packing, etc., and guarantees delivery free of damage or deterioration. This includes shipments with any returnable packaging provided by Veoneer.

ARTICLE 18. HOLD HARMLESS – WORK ON VEONEER PREMISES

- (a) In the event Seller, its agents, and/or employees are required to perform this Contract or any part thereof on the premises of Veoneer (including any premises under Veoneer's control or responsibility), Seller agrees to save harmless and defend Veoneer from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorneys' fees arising out of claims on account of, or in any manner predicated upon loss of, or damage to the property of, the injuries to, or the death of, any or all persons whatsoever (including employees of Seller), in any manner caused or contributed to by Seller, its agents or employees while in, upon, or about Veoneer's premises and to indemnify and save Veoneer harmless, from and on account of damages or liability of any kind which Veoneer may suffer as a result of the acts of any of Seller's agents or employees in or about the area involved. Veoneer reserves the right to participate in the defense of any such suit without relieving Seller of any obligation thereunder. Seller shall not employ, or engage, in the performance of the work any person unfit or unskilled in the work assigned to it. The foregoing obligations of Seller shall not apply to any such loss, damage, injury or death proximately and solely caused by the negligent acts or omissions of Veoneer or its employees.

ARTICLE 19. INSURANCE REQUIREMENTS

- (a) Seller shall obtain and present evidence acceptable to Veoneer of insurance coverage for the goods and/or services covered by this Contract in amounts at least equal to the minimums described below. By requiring such insurance, Veoneer does not represent that coverage and minimums will necessarily be adequate to protect Seller. Such specified coverages and minimums shall not be deemed as any limitation on Seller's liability under the indemnities granted by Seller to Veoneer in this contract. Even if Seller fails to obtain the required kinds or levels of insurance coverage listed below, it shall remain liable for any claim, dispute, recalls, etc., that would have otherwise been covered by such insurance. Such insurance shall provide that no cancellation or material changes in the policies shall become effective except on thirty (30) days written notice to Veoneer and that Veoneer shall be named as an additional insured on coverages (a) through (f) below. Seller shall maintain all required coverages in effect throughout the term of this Contract and for a minimum of five (5) years thereafter. Seller shall furnish to Veoneer certificates evidencing all required coverages and stating the expiration date for each coverage.
- (b) Seller shall likewise furnish to Veoneer certificates evidencing all required renewals of coverage. The minimum insurance that Seller must obtain (unless lower coverage is approved in writing by Veoneer's Authorized Representative) is: Worker's Compensation insurance, including Employer's Liability--\$500,000; Comprehensive General Liability insurance--\$10,000,000 combined single limit for bodily injury and property damage, including owner's and contractor's protective coverage, contractual liability coverage and products/completed operations coverage; Comprehensive Automobile Liability insurance covering all owned, hired and non-owned vehicles--\$1,000,000 combined single limit for bodily injury and property damage; excess liability coverage--\$10,000,000 per occurrence; Product Liability insurance coverage - \$10,000,000 per incident, and Product Recall Program insurance – \$10,000,000 per recall.
- (c) Veoneer has determined that the failure of the goods or services supplied to it by Seller pursuant to the Contract could result in a material malfunction of the products manufactured by Veoneer, including without limitation, the nondeployment, inadvertent deployment or nonconforming deployment of an airbag module, inflator, seat belt restraint system, or other components. Accordingly, Seller's obligation to maintain product liability and product recall program insurance shall be specifically enforceable. Veoneer shall also have the option, in the event Seller fails to maintain any insurance coverage required above, to purchase or arrange for such insurance on Seller's behalf and Seller shall be liable to Veoneer for the cost of the premiums. The rights and remedies herein reserved to Veoneer shall be cumulative and in addition to any other or further rights and remedies available at law or equity.

ARTICLE 20. FINANCIAL RESPONSIBILITY

- (a) Prior to commencing work under this Contract, Seller shall furnish such financial data and related information as may be required by Veoneer to permit a determination of financial capability and responsibility under this Contract.

- (b) At no increase in Contract price, during the progress of work under this Contract, Seller shall submit such interim

financial data as may be requested by Veoneer to determine continuing financial capability and responsibility.

ARTICLE 21. LIENS

- (a) Seller agrees that no liens or property rights of any kind shall lie or attach upon or against the goods, any goods, tools, or services under this Contract, or any part thereof, for or on account of any work performed or products furnished by Seller pursuant to this Contract. If any lien or encumbrance is asserted against the goods, or any goods or tools, to be delivered under this Contract, or any part thereof, Veoneer shall have the right to discharge the same at its sole discretion. In such event, Seller shall repay to Veoneer, upon demand, the amount thus paid by Veoneer for the purpose of discharging such claim, plus all administrative and legal expenses incurred by Veoneer in this connection.

ARTICLE 22. CHANNELS OF COMMUNICATION; SELLER'S RISK

- (a) All communications between the parties shall be through Veoneer's Authorized Representative. From time to time, Veoneer's engineering and technical personnel may render assistance or give technical advice to or affect an exchange of information with Seller's personnel in a liaison effort concerning the products to be furnished hereunder. Such exchange of information or advice, however, shall not vest Seller with the authority to change the products to be furnished hereunder or the provisions of this Contract, nor shall such change in products or provisions of this Contract be binding upon Veoneer, unless incorporated as a change, pursuant to ARTICLE 5 CHANGES hereof, or as an amendment hereto, in either case in writing signed by Veoneer's Authorized Representative. Seller's actions or non-actions, based on such exchange from engineering or technical personnel, shall be at Seller's risk unless it obtains proper written authorization in advance.

ARTICLE 23. NO WAIVER

- (a) Veoneer's delay in enforcing or failure to enforce at any time any of the provisions of this Contract, or any rights in respect thereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise any subsequent elections.

ARTICLE 24. COMPLIANCE WITH LAWS

- (a) Seller shall comply with all applicable Country, Federal, State or Provincial, and local laws, government orders conventions, regulations, standards enacted by the United States of America, and any other applicable jurisdiction, that regulate the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of goods, including but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, forced labor, child labor, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, and each Contract shall be deemed to incorporate by reference all the clauses required by the provisions of said laws, rules, regulations and ordinances. Among other things, Seller agrees to comply with the United States Occupational Safety & Health Act, 29 U.S.C. §§651 et seq., the United States Toxic Substance Control Act, 15 U.S.C. §§2601 et seq. and the United States Uyghur Forced Labor Prevention Act, 22 U.S.C. §§6901 et seq.
- (b) All purchased materials used in the manufacture of the goods shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.
- (c) Seller further represents and warrants that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in corrupt business practices, in the supply of the goods under this Contract.
- (d) Prior to shipment, Seller will furnish applicable Material Safety Data Sheets as well as information on the safe use and hazards associated with the use of the goods. Seller must be in compliance with ISO14001, IATF 16949 and ELV or their successors, as amended from time to time.
- (e) Seller shall indemnify and hold Veoneer harmless from and against any liability claims, demands or expenses (including, without limitation, attorneys' or other professional fees) arising out of or in connection with Seller's non-compliance with the provisions of this Section.
- (f) Seller shall inform Veoneer of any consequences caused by changes in export/import laws, regulations,

restrictions, etc.

- (g) At Veoneer's request, Seller shall certify in writing its compliance with the foregoing.

ARTICLE 25. INSOLVENCY; INABILITY TO PERFORM

- (a) Veoneer may immediately terminate this Contract without liability in the event of any of the following or any comparable event: (i) insolvency of the Seller, (ii) filing by Seller of a voluntary petition in bankruptcy, (iii) filing of any involuntary petition in bankruptcy against Seller, (iv) appointment of a receiver or trustee for Seller, (v) execution by Seller of an assignment for the benefit of creditors, provided in each of the foregoing cases that such petition, appointment or assignment is not vacated or withdrawn within fifteen (15) days of such event, or (vi) death (if a person), inability, or incapacity of Seller.

ARTICLE 26. BREACH BY SELLER; VEONEER'S RIGHT TO TERMINATE FOR CONVENIENCE; TRANSITION OF SUPPLY

- (a) Veoneer shall have the right to terminate all or any part of this Contract or Releases hereunder, without liability of Veoneer to Seller, if Seller: (i) fails to maintain prices competitive with the market, (ii) repudiates or breaches any of the terms of this Contract, including without limitation Seller's warranties, (iii) fails to perform services or deliver goods as specified by Veoneer in accordance with the terms hereof, or (iv) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, provided in each of the foregoing cases that Seller does not correct such failure or breach within ten (10) days after receipt of written notice from Veoneer describing such failure or breach, or within the time period as otherwise specified. As part of any remedy for breach by Seller, Veoneer reserves the right to enforce Seller's obligations under ARTICLE 36. SPECIAL NOTICE BY SELLER, and to require Seller to supply a bank of parts, to arrange for an orderly transition, to continue with performance with other work, etc.
- (b) In addition to any other rights of Veoneer to cancel or terminate this Contract, Veoneer may, at its option, immediately terminate all or any part of this Contract or releases hereunder, at any time and for any reason, by giving written notice to Seller. Upon such termination, Veoneer shall pay to Seller, without duplication, the following amounts, which shall be Seller's exclusive remedy: (i) the contract price for all goods and services that have been completed and delivered in accordance with this Contract and not previously paid for, and (ii) the actual cost of work-in-process and raw materials incurred by Seller in furnishing goods or services pursuant to this Contract to the extent such costs are within reasonable scope of commitments made by Veoneer in releases or pull signals, are reasonable in amount and nature, and are properly allocable or apportionable to the terminated portion of this Contract, less the reasonable value or cost (whichever is greater) of any goods or materials used or sold by Seller with Veoneer's written consent and of any goods or materials that are damaged or destroyed or would otherwise be unusable in the performance of this Contract.
- (c) Notwithstanding the foregoing, Veoneer shall not be obligated to make payments for finished goods, work-in-progress or raw materials fabricated or purchased by Seller in excess of amounts authorized by this Contract and firm Releases issued by Veoneer hereunder, nor shall Veoneer be obligated to make payments for undelivered goods or materials that are in Seller's standard inventory or that are readily marketable. In all cases, payments by Veoneer pursuant to this Article shall not exceed the aggregate contract price payable by Veoneer for finished goods that would be produced and delivered by Seller under this Contract and delivery releases issued by Veoneer hereunder outstanding at the date of Veoneer's termination notice. Veoneer's maximum liability shall be two (2) weeks of finished goods and six (6) weeks of raw materials. Except as expressly provided in this Article, Veoneer shall not be liable for, and shall not be required to make payments to Seller, directly or on account of claims by Seller's suppliers, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development, qualification, engineering or similar costs, facilities and equipment purchase or rental costs, unamortized capital expenditures, or general and administrative or burden charges as a result of any termination of this Contract or releases hereunder in whole or in part. Within forty-five (45) days from the effective date of termination, Seller shall submit its complete termination claim to Veoneer, together with sufficient supporting data and evidence to enable Veoneer to audit such claim, and Seller shall thereafter promptly furnish such supplemental and supporting information as Veoneer shall request. Veoneer or its agents shall have reasonable access to and the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim submitted by Seller.
- (d) Upon the expiration or earlier termination of any Contract for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of goods to Veoneer. Among other things, Seller agrees to take such actions as may be reasonably required by Veoneer to accomplish the transition from

Seller to an alternative seller, including without limitation the following: (i) Seller shall provide all notices necessary or desirable for Veoneer to resource production of the Goods to an alternative seller; (ii) Seller shall provide a sufficient bank of goods to ensure that the transition to any alternative seller chosen by Veoneer will proceed smoothly, as reasonably determined by the Veoneer. At Veoneer's request, the Seller shall assure proper storage for the bank of goods and deliver goods per standard Releases from Veoneer; (iii) Seller shall provide to Veoneer all tooling and any other property furnished by or belonging to Veoneer or any of Veoneer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted. Veoneer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for Veoneer's property; and (iv) the location, time and date of the exit shall be mutually agreeable between the Veoneer and Seller. Seller shall, at Veoneer's option: assign to Veoneer any or all supply contracts or purchase orders for raw material or components relating to the Contract; sell to Veoneer, at Seller's cost any or all perishable tooling and goods inventory relating to the Contract; and/or sell to Veoneer any of Seller's Property relating to the Contract, at a price equal to the unamortized portion of the cost of such items less any amounts Veoneer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items. Seller shall cooperate with Veoneer and perform a reasonable tooling and property exit process as a standard course of conducting business. Seller also agrees to provide all information requested or required by Veoneer for the transition.

- (e) Because Veoneer's commitments to its customers are made in reliance on Seller's commitments under each Contract, Seller has no right to terminate any Contract.
- (f) With respect to a claim arising out of or in connection with the termination of this Contract, Veoneer's liability, if any, shall be limited to the payments that Seller would have been entitled to receive had Veoneer terminated the Contract in accordance with Subsection (b) of this Section.

ARTICLE 27. REMEDIES FOR BREACH BY SELLER

- (a) The rights and remedies reserved to Veoneer in each Contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the generality of the foregoing, should any goods fail to conform to the warranties set forth herein, Veoneer shall notify Seller and Seller shall, if requested by Veoneer, reimburse Veoneer for any special, incidental and consequential damages caused by nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Veoneer (i) in inspecting, sorting, testing, repairing or replacing such nonconforming goods; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions; and (iv) in connection with claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Veoneer, Seller shall, without charge to Veoneer, administer and process warranty chargebacks for nonconforming goods in accordance with Veoneer's directions.
- (b) Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Contract by Seller with respect to its delivery of goods to Veoneer and that, in addition to all other rights and remedies which Veoneer may have, Veoneer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.
- (c) Seller also acknowledges and agrees that shutting down a customer's plant creates issues for which money damages are not a sufficient remedy. While the cost of a plant shutdown may easily generate substantial costs, the damages to Veoneer's relationship with Veoneer's customer through potential loss of business, and other damages which are equally difficult to calculate, are far worse. Because of these risks, in the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller, Veoneer may, without notice to Seller, resource the production of goods from Seller to another supplier or dual source any of the goods covered hereby (i.e., have another supplier produce or be prepared to produce goods being produced by Seller), to protect Veoneer and its customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Veoneer's customer, Veoneer is justified in initiating and transferring business without prior notice to Seller.
- (d) Seller understands that the resourcing of business during a program, while not desirable, is a part of the automotive business and is an acknowledged risk to Seller in the industry. Even the risk of Seller's financial or operational uncertainty, in light of the huge risks to Veoneer and Veoneer's customer, is an example of a justified reason to move production, without notice, and that any incidental or related activity by Veoneer is understandable and reasonable.
- (e) Notwithstanding anything to the contrary contained in any purchase order, Veoneer does not release any claim

against Seller that is based in whole or in part on any fraud or duress in connection with the Contract or any breach or anticipatory breach of the Contract or any other agreement between Veoneer and Seller (even if that agreement relates to other products).

ARTICLE 28. FORCE MAJEURE

- (a) The failure of either party to perform its obligations hereunder if caused by Force Majeure, as defined below, shall not constitute a breach of this Contract nor subject the party so failing to any liability to the other; provided, however, the party affected by such Force Majeure shall promptly notify (not more than 24 hours after the existence of the event) the other party of: (i) the existence of such Force Majeure, (ii) its expected duration, (iii) the estimated effect such Force Majeure will have on the notifying party's ability to perform its obligations under this Agreement, and (iv) when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder.
- (b) As used herein, "Force Majeure" means any circumstance (other than a delay or a failure to deliver by Seller's supplier's) beyond the reasonable control of the affected party, including, without limitation, the following: any act of God or other extraordinary and unforeseeable event beyond the control of the nonperforming party and without nonperforming party's fault or negligence, including explosions, fire, storm, earthquake, floods, drought, windstorms, natural disasters, perils of the sea, the elements, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) disease or pandemic, and acts of government.
- (c) Either party affected by a Force Majeure circumstance shall use its best efforts to eliminate and/or mitigate the effect of such Force Majeure situation.
- (d) During the period of any Force Majeure that prevents Seller from delivering the goods that are the subject of this Contract, Veoneer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Veoneer, or have Seller provide the goods from other sources in quantities and at times requested by Veoneer and at the price set forth in this Contract. If requested by Veoneer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance as requested, Veoneer may immediately cancel this Contract without any liability to Seller.

ARTICLE 29. LABOR DISPUTES

- (a) In the event of any actual or potential labor dispute delaying or threatening to delay Seller's timely performance of this Contract, Seller will immediately notify Veoneer and provide all relevant information concerning such dispute or potential dispute. In addition, Seller will notify Veoneer in writing at least six (6) months in advance of the expiration of any labor contract. If requested by Veoneer, Seller will deliver a supply of finished goods at least thirty (30) days prior to the expiration of any such contract in such quantities as Veoneer shall designate. Failure by Seller to timely notify Veoneer shall be grounds for termination.

ARTICLE 30. DISPUTES AND GOVERNING LAW

- (a) The construction, interpretation and performance of this Contract and all transactions thereunder shall be governed by the law of the State of Michigan, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller consents to the exclusive jurisdiction of the appropriate state court in Oakland County, Michigan or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division, for any legal or equitable action or proceeding arising out of, or in connection with, each Contract. Seller specifically waives any and all objections to venue in such courts. Pending any decision, appeal or judgment in such proceedings or the resolution of any dispute arising under or related to this Contract, Seller shall proceed diligently with the performance of this Contract in accordance with Veoneer's written instructions.
- (b) Any action by Seller against Veoneer under this Contract must be commenced within one year after the breach or other event giving rise to Seller's claim occurs, regardless of Seller's lack of knowledge of the breach or other event giving rise to such claim. No action for any such claim may be brought thereafter.

ARTICLE 31. SEVERABILITY

- (a) If any term or provision of this Contract is invalid or unenforceable under any applicable statute, regulation, ordinance, executive order or other rule of law, such term or provision shall be deemed reformed or deleted, but

only to the extent necessary to comply with such statute, regulation, ordinance, executive order or rule, and the remaining provisions of this Contract shall remain in full force and effect.

ARTICLE 32. ENTIRETY OF AGREEMENT

- (a) This Contract as written, embodies the entire understanding between Veoneer and Seller with respect to the subject matter hereof, and all previous negotiations, discussions, and written or oral agreements are hereby superseded by this Contract. The terms of this Contract supersede and control any previous course of dealing or usage of trade. In the event of any conflict between the terms of this Contract and the terms of any acknowledgment, invoice or other document delivered by Seller to Veoneer relating to this Contract, the terms of this Contract shall control. Except as specifically provided for herein, this Contract may not be altered, amended or modified except in writing, signed by duly authorized representatives of the parties.

ARTICLE 33. ENVIRONMENT - CUSTOMIZED MACHINERY, EQUIPMENT AND COMPUTER HARDWARE

- (a) Seller agrees that it has had an opportunity to inspect or otherwise analyze the environment in and under which the Equipment is to be installed or used, and covenants that such environment shall not affect or otherwise limit Seller's performance or non-performance of the Equipment hereunder or the scope of Seller's warranties hereunder.
- (b) Acceptance Testing/Equipment - Unless waived by Veoneer, all Equipment shall undergo successful acceptance testing before final payment for the Equipment is made. As used herein, a successful acceptance test shall mean that the Equipment, as delivered and installed, shall have performed its full intended purpose and function in accordance with the applicable specifications, and shall have met all performance criteria and operational functions under circumstances which simulate or duplicate the day-to-day environment in which such Equipment is to be used by Veoneer. If Equipment consists of one or more discrete items delivered and/or installed in stages, each such item shall undergo acceptance testing. In the event any Equipment fails an acceptance test, Seller shall use its best efforts to repair, replace or service such Equipment, whereupon a new acceptance test shall commence. If any Equipment fails two successive acceptance tests, Veoneer may, at its option, cancel this Contract, whereupon Seller will immediately tender to Veoneer all amounts previously paid by Veoneer for the Equipment and Veoneer will return the failed Equipment to Seller at Seller's expense.
- (c) License/Equipment - If the Equipment includes operating system software, Seller grants to Veoneer a perpetual, fully paid-up license to use such software in connection with the Equipment. The license granted hereby shall be nontransferable except if the Equipment is sold by Veoneer to a third party.

ARTICLE 34. ORDER OF PRECEDENCE

- (a) Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) typed provisions on the face of this Contract; (2) specifications attached or incorporated by reference; (3) attachments to this Contract; and (4) the printed portion of this Contract, including these terms and conditions. Veoneer's specification shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those incorporated in this Contract without written consent from Veoneer's Authorized Representative.

ARTICLE 35. NOTICES

- (a) All notices required to be given or made by Veoneer to Seller hereunder shall be given to at the address appearing on the relevant purchase order issued by Veoneer to Seller. All written notices required to be made by Seller to Veoneer shall be given to or made to Veoneer at the following address:

Veoneer US Safety Systems, LLC, ATTENTION Legal Department 26360 American Drive, Southfield, Michigan 48034 U.S.A.

or other Veoneer address identified by the Veoneer facility issuing this Contract. Electronic transmissions, (e.g., e-mails), shall not constitute acceptable written notice, except as otherwise provided in ARTICLE 7., INVOICES AND PAYMENT; Veoneer Partner Portal.

ARTICLE 36. SPECIAL NOTICE BY SELLER AND SELLER'S CONTINUING OBLIGATIONS FOR BREACH

- (a) The parties expressly acknowledge that the goods purchased or ordered by Veoneer from Seller represent a

component that will be incorporated in a motor vehicle. The automotive industry has distinct market conditions such as competitive pricing, qualification requirements, high quality standards, recalls, PPAPs, just-in-time inventory, supply continuity, national and international regulations. Certain Seller's obligations under this Article shall also apply for Seller's breach.

- (b) Accordingly, the parties agree that Seller shall provide at least six (6) months written notice in advance of any contract expiration, or of any extension, to Veoneer if Seller unilaterally decides to cease or discontinue production of the part(s) under this Contract, including at the end of such Contract. After notifying Veoneer of a decision to discontinue production or for Seller's breach, Seller shall build an inventory adequate to allow a proper transition of tooling, raw materials, equipment, etc., to another Seller. The parties will act in good faith to adopt an orderly written transition plan addressing work-in-process, raw materials, tooling, customer approvals, ramp up schedules, long-lead time items, arrangements for an alternate Seller/Supplier, etc.
- (c) Seller accepts and understands the distinct market conditions outlined above. Accordingly, if Seller fails to provide timely notice under this Article or for its breach, it waives all defenses and immunities to Buyer's application for injunctive relief, declaratory judgment or other relief. Seller agrees to continue its performance, without objections or conditions, for a reasonable time but not less than six (6) months after any contract, order, release, or written authorization issued by Buyer has expired.
- (d) Seller accepts complete liability for all damages and costs, incurred or suffered by Veoneer because of Seller's failure to provide such timely notice, breach of the contract, failure to perform or incomplete performance under the transition plan, any extra costs related to Seller's timely notice or to arrange for an alternate Seller or Supplier, or the parties' failure to agree on a transition plan. Seller agrees Veoneer shall have the right to withhold any payment for any Seller failure or for extra costs incurred for any timely notice. Seller also waives any objection to any claim by Veoneer for such costs.
- (e) Regardless of any timely notice or for breach by Seller, Seller shall not be relieved of producing parts unless and until Veoneer agrees that the transition to another Seller has been completed and Veoneer has obtained any customer approval. Further, regardless of any timely notice, Veoneer reserves the right, and Seller agrees without objection, to extend the term of this Contract by up to twelve (12) months with pricing, terms, and conditions in effect at the end of this existing Contract.
- (f) In addition, regardless of any special notice, transition, or exit from the business, Seller shall retain its obligation to provide service parts under ARTICLE 11. SERVICE PARTS, unless Veoneer agrees that the obligation has been properly accepted by the successor Seller or Supplier. Seller shall promptly release all goods or assets upon Veoneer's request.

ARTICLE 37. US C-TPAT (U.S. Customs Service's Customs Trade Partnership Against Terrorism)

- (a) For Seller's goods to be imported in the United States, Seller shall accept, implement and comply with all applicable recommendations or requirements of the United States Customs Service's Customs Trade Partnership Against Terrorism ("C-TPAT") initiative (http://www.cbp.gov/xp/cgov/import/commercial_enforcement/ctpat/). At Veoneer's or the Customs Service's request, Seller shall certify in writing its acceptance, implementation and compliance with the C-TPAT and any accompanying recommendation and guidelines. Seller shall indemnify and hold Veoneer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's not accepting, implementing or complying with C-TPAT.

ARTICLE 38. FOR ORDERS WHERE TOOLING IS PURCHASED OR FUNDED BY VEONEER OR SPECIAL TOOLING IS REQUIRED

- (a) In the event Seller exits the business, unilaterally decides to cease or discontinue production of the goods purchased hereunder, or otherwise breaches the agreement, Seller agrees to the following:
 - i. Subject to ARTICLE 36. SPECIAL NOTICE BY SELLER AND SELLER'S CONTINUING OBLIGATIONS FOR BREACH, Seller shall provide written notice to Veoneer of its intent to exit the business, or its intent to cease or discontinue production of the goods, at least six (6) months days in advance of such event.
 - ii. Prior to exiting the business or ceasing or discontinuing production, Seller will build an adequate bank of the goods so as to allow transitioning of the Veoneer tools, or construction of new tooling (if required) by new Seller, as determined by Veoneer to meet its customer demands during the tooling transition period. Only upon Veoneer's written concurrence will Seller be relieved of its obligations under this clause.

- iii. Seller, at Seller's cost and expense, agrees to retrofit all Veoneer-owned tooling to the extent necessary to prepare the tool for operation at the new Seller location.
- iv. In the event the Veoneer-owned tooling is unable to be retrofitted, Seller shall, at Veoneer's option, refund all tooling charges to Veoneer, pay all costs associated with producing new tooling at new Seller's location, and assume all costs related to its breach or to its decision to cease its performance.
- v. Seller shall reimburse Veoneer for all transportation costs incurred by Veoneer associated with transferring the tooling to the new Seller and for costs related to restoring the tooling to normal operational capabilities, except for reasonable wear and tear.
- vi. Seller shall provide Veoneer with all valid warranties, specifications, designs, manuals, instructions, drawings, machining, and fixtures, related to the tooling upon notice of its intent to exit the business or otherwise cease or discontinue production.
- vii. Seller agrees Veoneer shall have the right to take immediate possession of the tooling and any goods or assets.

ARTICLE 39. RELATIONSHIP OF THE PARTIES

- (a) Seller and Veoneer are independent contracting parties and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party.

ARTICLE 40. INDEMNIFICATION

- (a) Seller shall indemnify and hold harmless Veoneer and its affiliated companies, their directors, officers, employees, invitees, agents and customers ("Indemnitees") from and against all liability, demands, claims, losses, costs, actions, judgments, fines, penalties, damages and expenses, including reasonable attorney's fees (collectively "Liabilities") incurred by Indemnitees by reason of or on account of any breach of this Contract, infringement of any patent, intellectual property, copyright or trademark, warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, its employees, agents, or invitees; provided, however, that Seller's obligation to indemnify Indemnitees shall not apply to any Liabilities solely arising from Veoneer's gross negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity. This indemnification obligation shall be in addition to Seller's warranty obligations.
- (b) Within a reasonable time of becoming aware of any actual or potential Liabilities, Veoneer shall notify Seller. Seller, at Veoneer's option and at Seller's expense, will undertake defense of such actual or potential Liabilities through counsel approved by Veoneer. Provided, however, that Seller shall first obtain authorization from Veoneer before settlement is made of the actual or potential Liabilities if the terms of such settlement could materially adversely affect Veoneer, including any terms which admits the existence of a defect in goods or a failure of Veoneer to fully and faithfully perform its obligations. In the alternative, Veoneer may elect to undertake defense of such Liabilities to the extent it is asserted against Veoneer, and Seller shall reimburse Veoneer on a monthly basis for all expenses, attorney fees, and other costs.
- (c) Seller shall assist Veoneer in compiling, producing, formatting, and or accessing all electronic records, data, etc., it creates or maintains in connection with this Contract. This obligation shall remain in place for twenty (20) after expiration or termination of the Contract, or any longer period for which the records may be required under applicable law.

ARTICLE 41. DATA SECURITY

- (a) For purposes of this Section, "Purchaser Data" means all data, content, material, confidential information and other information provided by Veoneer to Seller or otherwise transmitted to Seller for use in connection with this Contract. Seller will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Purchaser Data that: (i) are at least equal to industry standards taking into consideration the sensitivity of the relevant Purchaser Data, and the nature and scope of the goods to be provided; (ii) are in accordance with Veoneer's reasonable security requirements; (iii) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (iv) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful

destruction, loss, alteration or unauthorized disclosure, access or use of Purchaser Data. Without limiting the generality of the foregoing, Seller will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Seller systems or the information found therein without consent. Seller will periodically test its systems for potential areas where security could be breached. Seller will report to Veoneer immediately any breaches of security or unauthorized access to Seller systems that Seller detects or becomes aware of. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Veoneer a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Purchaser Data. Without limiting the generality of the foregoing, Seller is solely responsible for the integrity of its email, accounting, invoicing, accounts payable, accounts receivable, and other systems. In the event that any payment to Seller is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Veoneer (and its end customer) shall have no further obligation to Seller for such payment. If Veoneer (or its end customer) makes any payment to a third party that is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Seller shall reimburse Veoneer (or its end customer) for the amount of such payment. The requirements of this Section shall apply regardless of whether Seller hosts the Purchaser Data itself or through a third party hosting or cloud services provider.

ARTICLE 42. SUSTAINABILITY

- a) Veoneer has a strong commitment of doing business in a socially, ethically, and environmentally responsible way, and we expect the same processes and standards along the entire value chain, including, but not limited to, environmental systems, greenhouse gas emissions, labor rights, child labor, forced labor, conflict minerals, anticorruption and antitrust. Acknowledgement of the Veoneer Supplier Code of Ethics (VS319) is a prerequisite for doing business with Veoneer and any infringement may lead to immediate termination of this Contract without liability for Veoneer.
- b) Seller agrees to share with Veoneer any internal activities, standards and policies demonstrating commitment to upholding the same sustainability principles as Veoneer is doing. Seller agrees answering sustainability questionnaires and being audited on social responsibility criteria by Veoneer or a third-party company.
- c) Seller agrees to yearly disclose carbon emissions to Veoneer, and to work on reducing greenhouse gas emissions.

ARTICLE 43. SURVIVAL

The provisions of Articles 2, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 23, 24, 26, 27, 28, 30, 31, 32, 34, 35, 36, 38, and 40 shall survive the expiration or earlier termination of this Contract.

/end.