

AUTOLIV GLOBAL INDIRECT PURCHASE TERMS AND CONDITIONS FOR SERVICES

THE PARTIES

The Buyer shall be an **AUTOLIV** entity, its Affiliates or its group companies that issues an Ancillary Agreement (as defined below) to the Seller ("**Buyer**")

AND

The Seller is a Party which agrees and fulfils to the Buyer's Ancillary Agreement. ("**Seller**")

NOW IT IS AGREED AS FOLLOWS

1. Definitions

1.1 In this Agreement for Services the following terms and expressions shall have the following meanings.

"Addendum" means the Addendum referenced by Buyer in an Ancillary Agreement.

"Affiliates" means with respect to each Party any corporation or other entity which directly or indirectly controls or is controlled by or is under common control with that Party.

"Agreement for Services" means this Global Indirect Purchase Terms and Conditions for Services, dated as of the Effective Date.

"Ancillary Agreement" means any and all agreements in writing or electronic form, including a Purchase Order, statement of work, price list, project plan, payment terms, Addendum executed in connection with purchase of Services, placed by the Buyer with Seller on or after the Effective Date, and at any time and from time to time during the Term.

"Effective Date" means the date referenced at the beginning of this Agreement for Services.

"Intellectual Property" means to include references to patent, trademark, trade name, service mark, copyright, know-how, trade secret, and packaging and decoration puritan to well-known commodities.

"Parties" means Seller and Buyer, and may include their respective Affiliates, successors and assigns, and **"Party"** means any one of the foregoing.

"Purchase Order" means a specific written or electronic order form for Services submitted by Buyer to Seller.

"Services" means services stipulated by Buyer in an Ancillary Agreement and may include consulting services such as engineering, research and development consultancy, finance, quality assurances, inspections, human resources recruiting and training, facility management, security provider, IT, recruitment agency, manpower provider, maintenance services, catering & canteen.

"Term" has the meaning contained in Section 8.1.

1.2 In this Agreement for Services, unless there is something inconsistent with the context, references to the singular include references to the plural and vice versa and a reference to any gender includes a reference to all other genders. A reference to person includes a reference to corporations and other forms of legal entity and vice versa. Section headings are for convenience only and shall not form a part of this Agreement for Services nor affect its construction.

2. General Framework

- 2.1 Any and all provisions of Services occurring after the Effective Date will be deemed to incorporate and include the terms and conditions of this Agreement for Services and any Ancillary Agreement (unless otherwise specifically agreed by Buyer), notwithstanding any contrary terms proposed or asserted by the Seller in any other document, including a quotation or delivery documentation.
- 2.2 In the event, Buyer references an Addendum in its Ancillary Agreement, such Addendum shall be incorporated by reference into this Agreement for Services.
- 2.3 The Ancillary Agreements will be in written or electronic form and will identify the Services in question, quantities, and any other information which Buyer chooses to stipulate (including items such as specific requests and requirements, and any such attachments as Buyer considers necessary or appropriate).
- 2.4 No terms or conditions of Seller will have any legal effect or constitute a counter offer capable of acceptance by or on behalf of Buyer (unless specifically agreed in writing by Buyer). By the act of providing the Services, Seller shall be conclusively deemed to have accepted and bound by all of the terms and conditions of this Agreement for Services.
- 2.5 Unless specifically agreed by Buyer in writing to the contrary, Seller must accept any and all Ancillary Agreements in their entirety and will not be entitled to accept part of an Ancillary Agreement only. Ancillary Agreements supersede any and all previous proposals and agreements between the Parties, with the exception of this Agreement for Services, concerning the Services being purchased under the applicable Ancillary Agreement. In the event of a conflict between any prior document or agreement and this Agreement for Services, this Agreement for Services as modified by its Ancillary Agreement(s) shall prevail.
- 2.6 At any time prior to the date of supply of Services by Seller, Buyer may cancel or modify any applicable Ancillary Agreement by written notice to Seller to this effect.
- 2.7 Seller may, upon not less than one (1) year's prior written notice delivered to Buyer, (i) terminate this Agreement for Services and/ or (ii) refuse or decline any future Ancillary Agreement.

3. Supply of Services

- 3.1. Seller shall:
 - a) perform the Services and all other duties and responsibilities in full compliance with this Agreement for Services and any Ancillary Agreement, with any and all applicable laws, including the laws of the location where the Services are provided and Buyer's location, and Seller's Code of Conduct, including the Autoliv Standard of Business Conduct and Ethics for Suppliers available at, <https://www.autoliv.com/suppliercodeofconduct> (which Seller shall automatically be bound by supplying Services under this Agreement and which Seller must acknowledge in writing at the request of Buyer). Throughout the Term, Seller will have and hold any and all licenses, permits and similar authorizations required by any applicable governmental authority for Seller to perform its obligations under this Agreement for Services, including those related to its facilities and manufacturing practices;
 - b) be responsible to take any and all steps to comply with all undertakings and commitments, according to this Agreement for Services;
 - c) ensure that the Services will meet the specifications, performance requirements and deliverables set out in this Agreement for Services and any Ancillary Agreement, and for any purpose expressly or implicitly made known to Seller by the Buyer;
 - d) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;

- e) obtain and renew all licences, permissions, authorisations, consents and permits necessary for the performance of its obligations under this Agreement for Services and any Ancillary Agreement at all times;
 - f) co-operate with Buyer in all matters relating to the Services, comply with all directions, orders and instructions, which the Buyer may from time to time give to the Seller in connection with Seller's obligations under this Agreement for Services and any Ancillary Agreement;
 - g) If Services are provided on-site i.e. at Buyer's location, Seller shall comply with all of Buyer's policies and procedures relating to working at Buyer's location; and
- 3.2. Buyer shall have the authority to amend details of the Services, in accordance with this Agreement for Services and any Ancillary Agreement. Such changes shall be effected by way of written order and shall be binding on the Parties, and Seller shall comply with such changes strictly and promptly.
- 3.3. Seller shall fully provide the Services, as described in this Agreement for Services and any Ancillary Agreement; as amended by any assumptions and qualifications in the accepted proposal, except to the extent specifically indicated in this Agreement for Services and any Ancillary Agreement to be the responsibility of others.
- 3.4. Seller hereby agrees to promptly notify Buyer of any actual or anticipated event or occurrence that has (or may be reasonably expected to have) any material adverse effect on any Services or on Seller's ability to provide the Services in accordance with the requirements of this Agreement for Services and any Ancillary Agreement (including any labour difficulties - expiration of labour contracts, strikes, shortages in materials, plant closings, interruptions in activity and the like). At its own expense, Seller will take such actions as are necessary or desirable to ensure there is an uninterrupted supply of Services to Buyer and shall ensure to overcome (or at least to mitigate) the effects of any such event or occurrence.
- 3.5. During the term, while performing any Services for the Buyer pursuant to this Agreement for Services or Ancillary Agreement, Seller shall be under a continuing duty to cooperate with Buyer to ensure the accuracy and safety of the Services provided, which will include but not be limited to Seller responding with full, complete and accurate information to any request by the Buyer. Seller has a duty to satisfy the requirements stated in this Agreement for Services, Ancillary Agreement and other policies set out by the Buyer at any point in time.
- 3.6. Seller is required to ensure that its employees and other third parties it uses comply with Buyer's Visitor Guidelines and Buyer's Site Rules. Serious breaches of the same shall entitle the Buyer to ban individuals engaged by Seller from the Buyer's location. The temporary assignment of employees of one Party to the facilities operated by the other Party will not affect the status or change the employment relationship of the assigned employees.
- 3.7. Buyer shall have the right to immediately change any personnel, or to return such personnel whom the Seller has procured to render the Services if it is found that such personnel's conducts are unacceptable or they lack the required ability to render such Services. In such a case, the Seller shall immediately replace such personnel with other persons.
- 3.8. Throughout the Term hereof, the Buyer may appoint its designated person to observe and examine the Services of the Seller. In this respect, a designated person shall have full right to gain access to the Services' procedures of the Seller and shall, on behalf of the Buyer, have full power and authority to do any acts and things in relation to this Agreement for Services and any Ancillary Agreement.

4. Price and Payment

- 4.1. If Buyer stipulates a price it is willing to pay for any Services in an Ancillary Agreement, the Seller will be deemed to have agreed to sell at such price, if it accepts the Ancillary Agreement and/or

provides the Services. No additional charges will be added without Buyer's prior, specific written approval.

- 4.2. Payment by Buyer will be made in the currency (if any) stipulated in an Ancillary Agreement. If no such currency is stipulated, the Buyer may make payment in the currency of Buyer's location.
- 4.3. Seller shall submit invoices to Buyer upon completion of the supply of Services as set forth in the applicable Ancillary Agreement. Buyer shall be obligated to pay only for Services actually provided. Buyer shall pay any and all undisputed amounts due within the shorter of ninety (90) days or the maximum days allowed by applicable law from date of receipt of relevant invoice by Buyer. If Buyer disputes all or any portion of an invoice it shall be required to pay only the amount not in dispute, and in such event Buyer shall notify Seller of the amount and nature of the dispute. Payment by Buyer shall not result in a waiver of any of Buyer's rights under this Agreement for Services.
- 4.4. Seller agrees that any and all of its accounts with Buyer will be administered on net settlements basis. Buyer may set off and recoup debits and credits (including Buyer's attorney fees and costs of enforcement) against any of Seller's accounts regardless of the basis for any debits and credits and without any requirement to give Seller any notice before doing so, unless prohibited by applicable law. Seller agrees to any set off or recovery of any debits and credits and to this end, agrees to use all endeavours for the enforceability thereof, including, but not limited to, any necessary measures in relation to the banks or any other entities
- 4.5. Prices include any and all taxes except any value-added tax or goods and services tax or any other sales and use taxes which Seller is required by law to collect from Buyer. Any and all such taxes will be separately stated in Seller's invoice and will be paid by Buyer to Seller unless Buyer provides evidence of an exemption to Seller. Seller shall be solely responsible for timely payment of any and all such taxes to the applicable governmental authority and shall provide Buyer with evidence of due and proper payment. Seller shall pay (without reimbursement by Buyer), any and all such taxes in a timely manner and hold Buyer harmless against, any penalties, surcharge and interest that may be levied or assessed as a result of the failure or delay of Seller to pay any such taxes. Buyer shall also be legally entitled to withhold any deductions or taxes, including withholding tax from the price of any Services performed under this Agreement for Services and Ancillary Agreement.
- 4.6. The Seller shall be solely responsible for all fees/expenses in connection with the Seller's performance of the Services for the Buyer, including but not limited to, the cost of manpower, materials, raw materials, packaging materials and components needed for performance of the Services, standard quality control and quality assurance costs, testing, documentation, packaging, mark up and relevant taxes.

5. Representations and Warranties

- 5.1. Seller represents and warrants to Buyer that:
 - a) for a period of at least twenty four (24) months following the date of Buyer's full receipt of Services, the Seller shall free of charge at the option of Buyer and to Buyer's reasonable satisfaction redo, replace, and re-perform and make good any defective Services and any Services which otherwise fail to comply with any of the requirements and specifications of this Agreement for Services and any Ancillary Agreement.
 - b) Seller shall have the necessary and required skill, expertise, and knowledge to provide the Services and shall continuously provide any and all available necessary and relevant training, documentation, instruction manuals, training materials, and other similar information to Buyer for the Services, at no additional cost to Buyer.
 - c) Seller has and maintains appropriate technical and organizational measures and other protections for personal data in compliance with any and all applicable laws. Further, Seller shall handle, maintain and process personal data as per applicable laws.

- d) Seller has not and will not engage in any illegal or wrongful acts including directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment.
- e) Unless waived in writing by Buyer, Seller shall maintain ISO 14000 and ISO 9000 certification, or their equivalents.

5.2. Seller agrees that the manufacturer's warranties and remedies applicable to products used under the Agreement for Services shall be assigned and transferred to Buyer and Seller agrees to fully assist and cooperate with Buyer in the enforcement of such warranties; provided, however, no such warranty shall in any way relieve Seller from its obligations to Buyer with regard to any warranty under this Section.

6. Intellectual Property

- 6.1. Seller acknowledges and agrees that Buyer exclusively owns any and all Buyer's own Intellectual Property (including, without limitation, any and all rights of relevance to any Services provided by Seller e.g. blueprints, designs and any and all other Intellectual Property that may be supplied or paid for by Buyer). Seller shall not use (or allow or permit any third party to use) any such rights save and except with the prior specific written consent of Buyer. During the Term only, and unless and until Buyer and Seller agree in writing to the contrary, Seller may use such rights on a non-exclusive basis solely to the extent (if any) necessary to enable Seller to perform its obligations under this Agreement for Services and any Ancillary Agreement. Nothing set forth in this Agreement for Services shall be construed to grant to Seller any title, right or interest in or to any Intellectual Property owned or controlled by Buyer except as explicitly set forth in this Section.
- 6.2. All work product developed by Seller under this Agreement for Services, including designs, technical data, reports, blueprints, drawings, shall be Buyer's property and may be used, disclosed, or transferred by Buyer in any manner it finds appropriate. Any and all work product shall be considered "Work for Hire" under applicable Copyright laws and be turned over to the Buyer upon request or upon completion or termination of Services under this Agreement for Services. Seller agrees to co-operate with Buyer to take any and all actions necessary to complete the transfer of ownership and all applicable documentation.
- 6.3. Seller undertakes to enter into all necessary written agreements with its employees and sub-contractors (if applicable) in order to comply with the provisions of this Section 6. Any remuneration linked to invention made by an Employee in connection with the Services as a consequence of a contractual or legal obligation shall be fully borne by Seller and is deemed to be included in the remuneration paid by Buyer to Seller.

7. Indemnification and Damages

- 7.1. Seller shall indemnify, defend and hold Buyer and its Affiliates and their respective officers, directors, employees and agents (each a "**Buyer Indemnified Party**") harmless from and against any and all claims, liabilities, lawsuits, threats of lawsuits or any governmental action, and losses and damage suffered, incurred or sustained (collectively "Losses") by any Buyer Indemnified Party to the extent arising out of or resulting from: (i) Seller's or any Seller's Affiliate's breach of this Agreement for Services and any Ancillary Agreement (ii) any actual or alleged injury to or death of any person occurring on the premises of Seller or any Seller's Affiliate (iii) Seller's or any of Seller's Affiliate's supply of any defective or non-conforming Services; (iv) any negligent or reckless act or omission or misconduct on the part of Seller or any Seller's Affiliate or any of their sub-Sellers or agents or its or their respective employees or agents; (v) any claims made by employees or representatives of Seller or of any Seller's Affiliate or their respective subcontractors or agents; (vi) any claims that any Intellectual Property used by Seller or any Affiliate of Seller in the performance of this Agreement for

Services and any Ancillary Agreement (except any Intellectual Property provided to Seller by Buyer) infringes any Intellectual Property right of any third party; (vii) responsible to compensate the Buyer for any damages paid to a third party by the Buyer as a result of Seller's delay in shipment or delivery; and (viii) any and all performance of this Agreement for Services and any Ancillary Agreement by the Seller and/or its personnel by redressing such Losses.

- 7.2. In addition to the remedies provided for in Section 7.1, Seller agrees that in the event of a breach of the Agreement for Services and any Ancillary Agreement by the Seller, as reasonably determined by the Buyer, the Seller shall pay to the Buyer immediately following such determination and a written demand therefor, a cash payment in an amount not to exceed all payments made by the Buyer to Seller during the twelve (12) months immediately preceding the breach as penalties for breach of this Agreement for Services and any Ancillary Agreement. The Seller acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach.
- 7.3. The provisions of this Section 7 will survive termination or expiration of the Agreement for Services.

8. Term

- 8.1. This Agreement for Services shall come into effect on and from the Effective Date and thereafter will continue in full force and effect until Seller has fully provided the Services, unless and until terminated in accordance with the provisions of this Agreement for Services. The period of time during which this Agreement for Services is in full force and effect is its Term.
- 8.2. Buyer may terminate this Agreement for Services and any Ancillary Agreement at any time by giving to Seller not less than thirty (30) days prior written notice of termination. Seller and Seller's Affiliates acknowledge that the written notice period set forth herein is compatible with the potential costs and investments considered for execution of this Agreement for Services and any Ancillary Agreement.
- 8.3. In the event that Seller (i) becomes insolvent (which for the purposes of this Agreement for Services shall mean unable to pay its debts as and when they fall due for payment); or (ii) institutes or has instituted against it a petition for bankruptcy or winding-up, or is adjudicated bankrupt, then Seller shall immediately notify Buyer of such event, or (iii) violates Autoliv's Standard of Business Conduct and Ethics for Suppliers, Buyer shall be entitled to terminate this Agreement for Services and any Ancillary Agreement immediately, by providing written notice of the same to the Seller to this effect.
- 8.4. Any termination of this Agreement for Services and any Ancillary Agreement pursuant to this Section 8 shall be without prejudice to any other rights or remedies to which the Parties may be entitled under this Agreement for Services and any Ancillary Agreement, or at law.
- 8.5. The termination or expiration of this Agreement for Services and any Ancillary Agreement shall not affect the survival and continuing validity of Section 5 (Representations and Warranties), Section 7 (Indemnification and Damages) Section 9 (Insurance), Section 10 (Confidentiality), Section 11 (Notices) and Section 12 (Miscellaneous), or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

9. Insurance

Throughout the Term, Seller will have and maintain such types of insurance sufficient to cover its liabilities arising out of or related to the Services supplied by the Seller or Seller's performance under this Agreement and in compliance with applicable laws. In any event Seller will have such insurances against such risks as the Buyer may request and require in writing at any time and from time to time during the Term. Buyer's failure to require or demand any evidence of insurance does not constitute a waiver of any requirement for Seller to obtain insurance, nor does it limit Seller's other obligations.

Insurances must be with reputable insurance companies acceptable to the Buyer.

10. Confidentiality

Seller will at no time directly or indirectly reproduce, disclose, advertise, publish or otherwise make known (a) the fact that Seller and Buyer have entered into this Agreement, or that Seller has contracted or has furnished Services to Buyer, or (b) business or business plans, including (but not limited) to suppliers, customers, prospective customers, Sellers, utilization data, cost and pricing data, software products, programming techniques, data warehouse and methodologies, know-how, trade secrets, technical and non-technical materials, products, specifications, processes, sales and marketing plans and strategies, designs, Intellectual Property, any information, specification, design, idea, concept, plan, copy, formula, drawing, process, procedure, performance, characteristics or other confidential information which has been or will be disclosed to Seller in connection with the Services or their evaluation, study, design, production, testing, installation or performance, or received in performing this Agreement and any discussions and proceedings relating to any of the foregoing (collectively, the "Information"). Seller will not use any of Buyer's Information which is disclosed to or in possession or control of Seller except in performing this Agreement, unless in compliance with written instructions of Buyer. Upon Buyer's request, Seller shall execute a separate confidentiality/ non-disclosure or development agreement, which shall be incorporated into this Agreement by this reference.

11. Notices

11.1. Any notice required to be given under this Agreement for Services and any Ancillary Agreement shall be given in writing and shall be deemed to have been sufficiently given:

- a) when delivered in person;
- b) on the seventh (7th) business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or
- c) on the next business day after sending by overnight courier service; or
- d) to the address specified on the Ancillary Agreement for the Buyer, and on the invoice for the Seller.

12. Miscellaneous

12.1. Nothing contained in this Agreement for Services and any Ancillary Agreement, and no action taken by Buyer or Seller pursuant to this Agreement for Services and any Ancillary Agreement or any statement of work, will be deemed to constitute a relationship between Buyer or Seller of partnership, joint venture, principal and agent, or employer and employee. Neither Buyer nor Seller has, nor may it represent that it has, any authority to act or make commitments on the other's behalf.

12.2. The validity, interpretation and performance of this Agreement for Services or any Ancillary Agreement shall be governed by and construed in accordance with the laws of the location where the Buyer is located as stated by the express provision of the Addendum, without regard to the principles of conflicts of law.

12.3. A waiver by any Party of any term or condition of this Agreement for Services and any Ancillary Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement for Services and any Ancillary Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.

12.4. Seller shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement for Services or any Ancillary Agreement or any of the terms and conditions thereof without the prior written consent of Buyer in each instance. Seller shall not

publicize or use any name, trademarks, brands, or logos of Buyer nor identify Buyer as a customer of Seller without Buyer's prior written consent in each instance and in the manner prescribed by the Buyer.

- 12.5. In an emergency affecting the safety of persons and/or property, the Seller shall act, at the Seller's reasonable discretion to prevent threatened damage, injury, or loss.
- 12.6. Seller shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement for Services and any Ancillary Agreement, without the prior written consent of Buyer, which may be withheld at Buyer's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of Buyer shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by Buyer shall not relieve Seller of its responsibilities and liabilities hereunder and Seller shall remain liable to Buyer for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. Buyer may assign its rights and obligations under this Agreement for Services and any Ancillary Agreement to an Affiliate by written notice to Seller to this effect. This Agreement for Services shall apply to and inure for the benefit of and be binding upon the Parties hereto and their respective successors and permitted assignees.
- 12.7. This Agreement for Services or any Ancillary Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect thereto. Buyer may modify or alter this Agreement for Services or any Ancillary Agreement, which shall be binding upon the Parties.
- 12.8. The Parties agree that that this Agreement for Services or any Ancillary Agreement, together with any attachments and amendments is a non-exclusive agreement and Buyer and its Affiliates have a right to procure services from other third parties.
- 12.9. This Agreement for Services has been prepared and signed in the English language and the English language version of this Agreement for Services will prevail over any version in any other language.
- 12.10. This Agreement for Services or any Ancillary Agreement, if signed, may be signed in any number of counterparts each of which will constitute an original and be of equal force and validity.

13. Dispute Resolution

- 13.1. In the event any dispute, claim or controversy arising under or relating to this Agreement for Services and any Ancillary Agreement, including any dispute concerning the existence or enforceability hereof ("**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through friendly and good faith consultations.
- 13.2. If the Dispute has not been resolved through friendly and good faith consultations within thirty (30) days after a Party has served written notice on the other Party requesting such consultation (or within such further period as the Parties may agree in writing), then the Dispute shall be resolved by competent courts in the location of the Buyer.

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