

GENERAL PURCHASING CONDITIONS FOR TOOLING (AT BUYER'S FACILITY) ("IMGPCTB")

FOR PURCHASE ORDERS SUBMITTED AFTER SEPTEMBER 01, 2023

KONGSBERG AUTOMOTIVE

§ 1: General; Offer and Acceptance of Contract

- 1.1 The attached purchase order and any other purchase order together with these terms and conditions ("**Order**") issued by the affiliate or subsidiary of Kongsberg Automotive ASA identified on the face of the Order ("**Buyer**") is Buyer's offer to the Supplier identified on such Order and its applicable affiliates and subsidiaries ("**Supplier**") to enter into an agreement for the purchase of tools described in the Order (the "**Tools**").
- 1.2 Supplier's general terms and conditions or any other Supplier's contractual documents shall not apply, irrespective of whether or not such terms and conditions have been expressly rejected by Buyer. Any deviating terms and conditions shall only be binding upon written confirmation by Buyer. Buyer's unconditional acceptance of or payment for the Tools shall not constitute the conclusive acceptance of any deviating terms and conditions.
- 1.3 The Order supersedes all prior or contemporaneous agreements, orders, quotations, proposals and other communications, terms or conditions between Buyer and Supplier regarding the Tools, and the Order does not constitute an acceptance of any offer or proposal made by Supplier. Any Supplier quotation, proposal, response, counter-offer or similar undertaking relating to the Tools or otherwise is expressly rejected and is replaced in its entirety by the offer made through the Order. Notwithstanding the foregoing, the terms and conditions set forth in Buyer's request for quotation shall be incorporated by reference herein.
- 1.4 Supplier has read, understands and fully accepts the Order and these accompanying terms and conditions, and a binding contract shall be deemed to have been created upon Supplier doing any one of the following (a) acknowledging the Order via an order confirmation, (b) accepting the Order in writing or otherwise, (c) commencing any work under the Order, or (d) undertaking any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order.

§ 2: The Tools

- 2.1 Supplier shall design, construct and manufacture (or have manufactured) Tools in accordance with the specification, technical descriptions, drawings or CAD models of the Tool or single parts thereof provided or approved by Buyer ("**Specification**"). Supplier shall immediately inform Buyer if in Supplier's view the Specification is incorrect, incomplete or otherwise deficient. Any modification of the Specification by Supplier shall require the prior written consent of Buyer.
- 2.2 Supplier's obligation to construct the Tools shall also include the related documentation (all drawings, descriptions and other documentation, including CAD models and the source code, of the Tools). Unless otherwise agreed, the documentation must be provided in English language.
- 2.3 Supplier shall provide weekly updates concerning the Tools' status from time to time until the Tools are in Buyer's possession. Supplier shall further deliver a complete list to Buyer of any and all third parties that participates in the Tooling construction, design and/or production. The aforementioned list shall be delivered by Supplier upon receipt of the Order.
- 2.4 Upon completion of the Tools, Supplier shall furnish Buyer with initial samples in the required quantity as well as with a completed tool data sheet (including a photo in open condition).

§ 3: Operation, Storage and Maintenance

- 3.1 While the Tools are in the Supplier's possession, Supplier shall at all times keep the Tools separated from Supplier's and third parties' goods and mark the Tools as Buyer's property with the Tools' ID/Asset number, part number and description, as provided by Buyer.
- 3.2 Supplier shall at any time at Buyer's written request release and deliver the Tools to Buyer provided that all invoiced undisputed amounts under the Order are paid to Supplier.

§ 4: Title to the Tools

- 4.1 The Tools becomes Buyer's property and the title to the Tools shall pass to the Buyer as it is fabricated or delivered to Supplier from Supplier's sub-supplier, regardless of whether the payment for the service under the Order have fallen due or not.
- 4.2 Supplier shall ensure that Buyer's ownership and title to the Tools is maintained at all times while in Supplier's possession. Supplier agrees to make any declaration and to take any steps so as to protect and/or obtain recognition of Buyer's ownership of the Tools and to obtain restitution of the same.

- 4.3 Buyer shall become the sole and exclusive owner of all intellectual property, including without limitation copyright, design rights, patent, trademark, trade secrets, know-how, developed in connection with the design and manufacturing of the Tools. To the extent that, by operation of law, Supplier owns any intellectual property in the Tools, Supplier hereby assigns to Buyer all rights, title and interest, including copyrights and patent rights, in such Tools. Buyer shall further be granted a non-exclusive license to any intellectual property vested in the Tools that is developed independently of the work executed under the Order. Such license shall cover the use of the Tools and manufacturing of additional samples of the Tools for the event that Supplier should be unable or unwilling to manufacture such samples at competitive terms. Buyer may freely assign such license to any company within the same group as Kongsberg Automotive ASA and to any third party which is contracted by Buyer to manufacture automotive parts for which the Tools is intended to be used.
- 4.4 Supplier expressly warrants that the Tools and the use thereof will not and do not infringe on any patent, trademark, copyright or other intellectual property of any third party. Supplier (i) agrees to defend, hold harmless and indemnify Buyer and Buyer's affiliates and subsidiaries against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual, or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of the Tools. Notwithstanding the foregoing, Supplier is not liable if it has manufactured the Tools in accordance with Buyer's specifications and/or drawings and could not have known that following the specifications and/or drawings would result in infringement of a third party's intellectual property right.

§ 5: Delivery and Delay

- 5.1 The Tools shall be delivered at time set forth in the Order. The Tools shall unless otherwise agreed be delivered DDP Incoterms 2010, at the office address of the Buyer or other place designated by the Buyer in the Order.
- 5.2 Supplier acknowledges that delivery times are of the essence. If Supplier has reason to believe that the Tools will be likely to be delayed, Supplier shall immediately notify Buyer of the delay and indicate a revised time of delivery. Buyer may in such case order expedited delivery, including without limitation, airfreight, at the cost of Supplier.
- 5.3 In addition to its legal rights and remedies, Buyer shall further in the event of delay in delivery be entitled to liquidated damages for delay amounting to 1.5% of the purchase price of the Tools for each day of delay up to a maximum of 20% of the Tools' purchase price. Buyer may claim damages for all any incurred incidental, direct, consequential and indirect damages upon proof that the actual injury corresponds to a greater amount than the agreed liquidated damages.

§ 6: Quality and Warranties

- 6.1 Supplier warrants to Buyer, its successors and assigns that the Tools shall conform to the Specifications and all applicable laws and regulations, be free of defects in design (to the extent that Supplier furnished the design), materials and workmanship. In addition, Supplier acknowledges that Supplier knows of Buyer's intended use and expressly warrants that the Tools have been selected, designed, manufactured or assembled by Supplier, based upon Buyer's stated use, will be fit and sufficient for the particular purpose intended by Buyer. If the Tools do not conform to the aforementioned warranties Supplier shall (i) immediately rectify the non-conformity, (ii) notify Buyer in writing of the measures Supplier has taken to ensure compliance under this section, and (iii) indemnify and hold harmless Buyer and Buyer's affiliates and subsidiaries from any losses and damages attributable to such non-conformity.
- 6.2 Supplier warrants to Buyer, its successors and assigns that it shall, whenever possible, use parts of the highest industry quality for the design, manufacturing and/or procurement of the Tools, and shall supply a detailed bill of materials listing all parts thereof. Supplier further agrees that it shall comply with all specific product sourcing directions of Buyer.
- 6.3 All warranties herein shall be in addition to all other warranties, express, implied, or statutory and are effective for the longer of: (a) two (2) years ; or (b) the number of cycles or shots specified in the Specification. If the Tools do not conform to any warranty provided by Supplier to Buyer hereunder during the aforementioned two (2) year period, Buyer shall notify Supplier and Supplier shall reimburse Buyer for any incidental, direct, consequential and indirect damages, including costs, expenses and losses incurred by Buyer relating to such non-conformity.

§ 7: Acceptance

- 7.1 Acceptance of the Tooling shall be defined as Supplier's receipt of Buyer's written approval of Production Part Approval Process (PPAP) documentation for the parts to be manufactured by the Tooling. Acceptance shall not constitute a waiver of any breach of warranty and shall only be construed as an acknowledgement that said parts complies with all manufacturing specifications.

§ 8: Price and Payment

- 8.1 Buyer shall pay to Supplier the price for the Tools as set on the Order. Unless otherwise agreed, the price for the Tools include the compensation for the manufacture, design and the technical release procedure for the Tools as well as all prototype, samples and replacement parts.
- 8.2 Unless otherwise agreed and indicated on the Order, all invoices are payable within ninety (90) days from the invoicing date. Payment shall be executed by bank transfer.

§ 9: Insurance

9.1 Supplier shall keep the Tools owned by Buyer fully and adequately insured while it is in Supplier's possession. Supplier shall at Buyer's request substantiate that there is adequate insurance coverage is provided and maintained for the Tools.

§ 10: Inspection

10.1 Buyer shall have the right to inspect and test all the Tools and at all times and places including, when practicable, during manufacture. If any such inspection or test is made on Supplier's premises, Supplier shall furnish all reasonable facilities and assistance for a safe and convenient inspection or test without additional charge to Buyer. Buyer's inspection of the Tools, no matter when occurring, shall not constitute acceptance of any work-in-process, finished goods or Tools. Notwithstanding prior inspection, payment for, or use of the Tools, Buyer shall have the right to reject any of such Tools that does not conform to the requirements of the Order.

§ 11: Term and Termination

11.1 The Order is effective from when the Order is accepted pursuant to section 1.4 hereinabove, until terminated in accordance with this section 11.

11.2 Buyer may at any time terminate the Order with prior written notice of three (3) months to Supplier. The three (3) months' notice period for termination shall be calculated from the date of receipt of Supplier.

11.3 Either party may terminate the Order with immediate effect, if:

- a) the other party is in default with its obligations under this Order and the non-defaulting party has served a written notice to the defaulting party describing the alleged default, and the defaulting party has not remedied the breach within five (5) days from such notification; or
- b) the other party becomes (i) insolvent, (ii) bankrupt, (iii) subject to insolvency proceedings against it, (iv) put under receivership, or (v) subject to a general assignment to the benefit of its creditors.

11.4 In the event of termination of the Order, for any reason, Buyer retains title to the Tools by paying to Supplier:

- a) in relation to finished Tools, the outstanding portion of the agreed total costs; or
- b) in relation to unfinished Tools, such proportion of the outstanding costs as is represented by the costs actually incurred by Supplier in the supply or construction the Tools as at the date of termination.

§ 12: Confidentiality

12.1 During the Term of the Order and for a period of five (5) years thereafter, the receiving party shall maintain in confidence all Confidential Information, as defined in section 12.3, received by the other party, and shall not disclose it to any third party. The parties shall only use the other party's Confidential Information for the purpose for which it was disclosed.

12.2 Each party shall use at least the same standard of care as it uses to protect its own Confidential Information and ensure that its employees, agents and consultants do not disclose or make any unauthorized use of the other party's Confidential Information. Each party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the other's Confidential Information.

12.3 Any technical, commercial or financial information relating to the disclosing party, its affiliates and/or subsidiaries, customers or suppliers is confidential under the Order (such information, "**Confidential Information**"). The obligations of confidentiality contained in the Order do not apply to the extent that it can be established by the receiving party that such Confidential Information:

- a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other party;
- b) was generally available to the public or otherwise part of the public domain at the time of its disclosure by the other party;
- c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of the Order;
- d) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third-party lawfully in possession of the information; or
- e) was required to be disclosed by reason of law and the receiving party was ordered to disclose such information by a body of competent jurisdiction. The party requested to disclose such information shall promptly notify the other party of any such requirement in advance of the disclosure and cooperate with the other party in order to obtain a protective order or other remedy and shall disclose only the portion of the information that it is legally compelled to disclose.

§ 13: General Requirements

13.1 The Supplier shall comply with the latest version of Buyer's General Injection Mould Specification, available at:

https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/

§ 14: Miscellaneous

14.1 No amendment, modification, termination or waiver of any provision of the Order, and no consent to any departure by either party therefrom, shall under any circumstances be effective unless the same shall be in writing and signed by both parties, which must include the signature of an authorized representative of Buyer, and then such waiver or consent shall be effective only in the specific instance

and for the specific purpose for which given. No notice to or demand on Supplier in any event, case or occurrence, shall of itself entitle Supplier to any other or further notice or demand in any similar or other circumstances.

- 14.2 If any provision hereof or any part provision is or is held by any competent court or authority to be invalid or unenforceable, such provision or part provision will be deemed severed and omitted, the remaining portions hereof continuing in full force and effect. If required, Buyer and Supplier shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of the Order is not materially altered.
- 14.3 No course of dealings between Supplier and Buyer or any delay or omission of Buyer to exercise any right or remedy granted under the Order shall operate as a waiver of such rights, and every right and remedy of Buyer provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law.
- 14.4 Supplier shall not assign the benefit or the burden of the Order, in whole or in part, to any third party without the prior written consent of Buyer.
- 14.5 Notwithstanding anything herein to the contrary, the Order does not award Supplier of any series production supply agreement of goods and any such claim by Supplier is null and void. Buyer may at its sole discretion decide that contracts for the manufacturing of automotive parts for which the Tools is intended shall be undertaken by a third party and that such third party contacted by Buyer shall be free to use the Tools according to the Buyer's instructions.

§ 15: Governing Law and Jurisdiction

15.1 Europe

- 15.1.1 If the location of Buyer from which the Order is issued is in Europe, then any dispute, controversy or claim arising out of or in connection with the Order or the execution, breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of one arbitrator. The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English. The Order shall be governed by the substantive law of Sweden. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

15.2 The Americas

- 15.2.1 If the location of Buyer from which the Order is issued is in North-, Central- or South America, then any controversy or claim arising out of or relating to the Order or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its International Arbitration Rules, before a single arbitrator panel of one arbitrator, selected by the AAA in accordance with those rules. The arbitration is to be conducted in English. The arbitrator is to apply the laws of the State of Michigan, without regard to any applicable conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 15.2.2 Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final, non-appealable and may be entered and enforced in any court having jurisdiction thereof.
- 15.2.3 The award of the arbitrator shall be in writing and shall specify the factual and legal basis for the award. The arbitrator shall, in the award, determine and allocate the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail, to the extent and in the proportion deemed reasonable by the arbitrator.
- 15.2.4 The arbitration is to be conducted in Novi, Michigan.

15.3 Asia

- 15.3.1 If the location of Buyer from which the Order is issued is in Asia, except in the People's Republic of China, then any dispute, controversy or claim arising out of or relating to the Order or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this section.
- 15.3.2 The appointing authority shall be Singapore International Arbitration center. The place of arbitration shall be in Singapore. There shall be only one arbitrator. Any such arbitration shall be administered by SIAC in accordance with SIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.
- 15.3.3 The Order shall be governed by the substantive law the country where the Buyer has its registered office. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

15.4 People's Republic of China

- 15.4.1 If the location of Buyer from which the Order is issued is in the People's Republic of China, then any dispute, controversy or claim arising from or in connection with the Order, including any question regarding its existence, validity or termination, shall be submitted to the China International Economic and Trade Arbitration Commission ("**CIETAC**") before the Shanghai Sub-commission for arbitration, which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on the parties.
- 15.4.2 The place of arbitration shall be in the city of Shanghai. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. One arbitrator shall be appointed by each party. The presiding arbitrator shall be appointed by agreement between the parties or, failing agreement within 20 days of the appointment of the two party-appointed arbitrators, in accordance with CIETAC's arbitration rules. The presiding arbitrator shall not be a national of the People's Republic of China. To the fullest extent permitted under the CIETAC arbitration rules, any arbitrator to the arbitration (including any arbitrator appointed by CIETAC) may be nominated and appointed from outside CIETAC's panel of arbitrators.
- 15.4.3 The Order and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of the People's Republic of China.
- 15.5 The existence of any dispute or difference or the initiation or continuation of any proceedings shall not postpone or delay the performance by the parties of their respective obligations pursuant to the Order.
- 15.6 For the avoidance of doubt, the provisions herein shall not preclude a party from seeking injunctive relief, interlocutory order or other intermediary decisions from any competent court of law.