

INDIRECT MATERIAL GENERAL PURCHASING CONDITIONS FOR SERVICES (“IMGPCS”) FOR PURCHASE ORDERS SUBMITTED AFTER JUNE 01, 2022 KONSGBERG AUTOMOTIVE

§ 1: General; Offer and Acceptance of Contract

1.1 The attached purchase order and any other purchase order (“Purchase Order”) issued by the affiliate or subsidiary of Kongsberg Automotive ASA identified on the face of the Purchase Order (“Buyer”) is Buyer’s offer to Supplier identified on such Purchase Order and its applicable affiliates and subsidiaries (“Supplier”) to enter into an agreement for the purchase of Services described in the Purchase Order (the “Services”), and incorporates and is governed exclusively by these terms and conditions (collectively, the “Terms”). KA Group AG, a wholly owned subsidiary of Kongsberg Automotive ASA, is the headquarter of the group, and acts as central coordinator, managing capacity and volume allocation amongst the group companies, managing purchasing functions and logistics and further; supporting sales & marketing efforts.

KA Group AG is the Buyer, unless a different company of the group acts as the Buyer in the Purchase Order. For the avoidance of doubt, the payment obligation of each Buyer affiliate under these Terms is several and not joint and each Buyer affiliate shall be liable only for its payment obligation (and not those of the other Buyer affiliates) under these Terms.

1.2 The Purchase Order supersedes all prior or contemporaneous agreements, orders, quotations, proposals and other communications, terms or conditions between Buyer and Supplier regarding the Services, and the Purchase Order does not constitute an acceptance of any offer or proposal made by Supplier. Any Supplier quotation, proposal, response, Sales conditions, counter-offer or similar undertaking relating to the Services or otherwise is expressly rejected and is replaced in its entirety by the offer made through the Purchase Order. Notwithstanding the foregoing, the terms and conditions set forth in Buyer’s request for quotation shall be incorporated by reference herein. In case of any conflict between a provision of an Purchase Order and a provision of the present Terms, the latter shall prevail.

1.3 Supplier has read, understands and fully accepts the Purchase Order and these accompanying Terms, and a binding contract shall be deemed to have been created upon Supplier doing any one of the following: (a) commencing any work under the Purchase Order, (b) accepting the Purchase Order in writing or otherwise, or (c) undertaking any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order (the “Commencement Date”).

§ 2: Charges and Payment

2.1 The charges for the Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Buyer, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services.

2.2 Supplier shall invoice Buyer on completion of the Services. Each invoice shall include such supporting information required by

Buyer to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.

2.3 Unless otherwise specified on the Purchase Order, Buyer shall pay the invoiced amounts within thirty (30) days after receipt of the invoice to a bank account nominated in writing by the Supplier.

2.4 All amounts payable by Buyer under the Purchase Order are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

2.5 Buyer may at any time, without notice to Supplier, set off any liability of Supplier to Buyer against any liability of Buyer to Supplier. Any exercise by Buyer of its rights under this article shall not limit or affect any other rights or remedies available to it under the Purchase Order or these Terms or otherwise.

2.6 The Supplier is solely responsible for ensuring that all taxes and charges for itself and its Personnel as well as, if applicable, any other personnel or Subcontractors engaged to carry out the Services is paid in accordance with applicable laws and collective agreements.

2.7 Compensation for travel, board and lodging shall be paid only if the appropriate Kongsberg manager has approved the journey in connection with the Services. The Kongsberg manager who authorizes the journey shall also stipulate the method of transport and the standard of board and lodging.

2.8 Tickets and travel allowances shall be dealt with in accordance with the applicable travel regulations for external services issued by Kongsberg.

§ 3: Performance of the Services and Delay

3.1 Supplier shall from the date set in the Purchase Order and for the duration of the Purchase Order provide the Services to Buyer in accordance with the terms of the Purchase Order. Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to Supplier by Buyer and time is of the essence in relation to any of those performance dates.

3.2 If Supplier fails to perform the Services by the applicable dates, Buyer shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to terminate the Purchase Order with immediate effect by giving written notice to Supplier; (b) to refuse to accept any subsequent performance of the Services which Supplier attempts to make; (c) to recover from Supplier any costs and expenses incurred by Buyer in obtaining substitute Services from a third party; (d) where Buyer has paid in advance for the Services that have not been provided by Supplier, to have such sums refunded by Supplier; or (e) to claim damages for any additional costs, loss or expenses incurred by Buyer which are in any way attributable to Supplier’s failure to meet such dates.

3.3 Buyer’s rights under the Purchase Order are in addition to its rights and remedies implied by statute and law.

§ 4: Changes

4.1 Buyer is entitled to request changes to the Services, and Supplier is obliged to implement these changes, provided that the changes fall within what the parties could reasonably have

expected at the time of entering into the agreement. Such changes may include, but are not limited to, changes to the scope of the Services, changes of the technical specifications, a temporary halt to the Services, and changes in relation to dates or deadlines.

- 4.2 If Supplier wishes to invoke the notified changes as grounds for changing the agreed price or delivery dates, it must notify Buyer in writing and obtain its approval before implementing the change. If Supplier fails to do so, it forfeits the right to later claim the change as the basis for a price increase or an extension of the progress schedule.
- 4.3 Compensation for changes shall be in accordance with the original price level and profit margin in the Purchase Order. If the changes result in savings on Supplier's part, this shall automatically be credited to Buyer.
- 4.4 If the parties disagree on the price-related effects of a change, Supplier shall nonetheless implement the changes without waiting for the dispute to be finally resolved if Buyer so requests.

§ 5: Warranties

- 5.1 In providing the Services, Supplier warrants and represents that it shall: (a) perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade; (b) be duly qualified to perform the Services and have all necessary trade and other permits and licenses; (c) use personnel who is suitably skilled and experienced to perform the assigned tasks, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Purchase Order; (d) ensure that the Services conform with all descriptions and specifications set out in the Purchase Order or otherwise notified to Supplier by Buyer in writing; (e) comply with all applicable laws, statutes, regulations from time to time in force, and Buyer's policies notified to Supplier and/or available at http://www.kongsbergautomotive.com/for_suppliers/; and (f) observe all health and safety rules and regulations and any other security requirements that apply at any of Buyer's premises.
- 5.2 Buyer shall submit a written complaint within a reasonable period if a defect in the Services is discovered, no later, however, than 24 months after the Services are completed. If Buyer submits a complaint, Supplier shall immediately rectify the defect for its own account. The rectification work may be postponed if Buyer has reasonable grounds for requesting such postponement. If Supplier does not rectify the defect within a reasonable period, Buyer is entitled, either itself or using others, to carry out repairs for Supplier's account and risk. If Supplier does not rectify the defect within a reasonable period or does not rectify the defect in full, Buyer can demand a proportional price reduction. Buyer may terminate the Purchase Order if the defect entails material breach of contract.

§ 6: Indemnity

- 6.1 Supplier shall keep Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Buyer as a result of or in connection with: (a) any claim brought against Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services, to the

extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against Buyer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by Supplier, its employees, agents or subcontractors; and (c) any breach of any representations or warranties given by Supplier hereunder.

- 6.2 This article 6 shall survive termination or expiry of the Purchase Order.

§ 7: Term and Termination

- 7.1 The Purchase Order is effective as of the Commencement Date and remains effective for twelve (12) months thereafter (the "Initial Term"). At the end of the Initial Term, unless either party has notified the other party in writing at least six (6) months prior to the last day of that term that it wishes to terminate the Purchase Order (in which case the Purchase Order terminates at the end of the Initial Term), the Purchase Order extends automatically by a further period of twelve (12) months and thereafter shall continue to be automatically extended by further periods of twelve (12) months, until terminated in accordance with the other articles of these Terms or upon written notice served at least six (6) months prior to the end of the then current period of the Purchase Order.
- 7.2 Buyer may terminate immediately all or any part of each Purchase Order, without any liability to Supplier and Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorney's and other professional fees, if the Supplier: (a) repudiates, breaches or threatens to breach any of the terms of the Purchase Order, provided that Supplier is unable to remedy that breach within five (5) Days of written notice from Buyer; (b) fails or threatens not to complete the Services in connection with the Purchase Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper performance of the Services; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the performance of the Services for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier; or (e) becomes insolvent, set under receivership or bankruptcy or insolvency proceedings of any nature are commenced in relation to Supplier.
- 7.3 Buyer may terminate the Purchase Order at any time for convenience, and without incurring liability towards Supplier, by providing Supplier with three (3) months prior written notice.

§ 8: Confidentiality

- 8.1 Each party undertakes that it shall not at any time during the Purchase Order, and for a period of five (5) years after termination of the Purchase Order, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this article 8.
- 8.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Purchase Order. Each party shall ensure that its employees,

officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this article; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Purchase Order.

§ 9: Data Protection

9.1 The Supplier acknowledges that both parties are separate data controllers for the personal data processed under this Agreement, and that this does not give rise to a joint controller relationship. Each Party commits to comply with all applicable privacy and data protection laws, including the General Data Protection Regulation 2016/679 ("GDPR"), and any laws implementing, supplementing or replacing the aforementioned regulations. If there is a controller – processor relationship, then the parties will execute a separate data processing agreement. The definition of "controller" and "processor" is contained in Art. 4 GDPR.

§ 10: No Partnership

10.1 Supplier is an independent, non-exclusive contractor when providing the Services to Buyer, and nothing in the Purchase Order or the content of the Services shall be construed as an employee and employer relationship between the parties. Supplier shall indemnify and hold Buyer harmless from and against (a) any income, wage and other taxes as well as social security premiums payable in connection with the involvement by Supplier or any of its agents or sub-contractors of any employees, agents or other persons in the performance of the Services; and (b) any claims by any such persons based on any alleged employment relationship between such persons and Buyer.

§ 11: Governing Law and Jurisdiction

11.1 The Purchase Order and the Terms shall be exclusively governed by the laws of the country where the Buyer is domiciled.

11.2 Each of the parties irrevocably agrees that the courts where the Buyer is domiciled shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with the Purchase Order or these Terms or its formation or validity.

§ 12: General/Miscellaneous

12.1 No amendment, modification, termination or waiver of any provision of these Terms or of any Purchase 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.

12.2 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 Terms is not materially altered.

12.3 No course of dealings between Supplier and Buyer or any delay or omission of Buyer to exercise any right or remedy granted under these Terms 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 or in equity.

12.4 Supplier shall not assign the benefit or the burden of any Purchase Order, in whole or in part to any third party without the prior written consent of Buyer.

12.5 Buyer is, upon notice to Supplier, entitled to assign, transfer, or delegate, in whole or in part, any of its rights and obligations under the Purchase Order to any third party.