

Furukawa Electric Autoparts Central Europe, s.r.o.

TERMS AND CONDITIONS OF SUPPLY OF GOODS

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1. APPLICATION

This general terms and conditions (“GTC”) shall apply to all sales of Products by Furukawa Electric Autoparts Central Europe, s.r.o. (“FACE”) to its customer (“Customer”) and shall be integral part of all contractual relations between FACE and Customer.

2. INTERPRETATION

2.1 The definitions and rules of interpretation in this clause apply in GTC.

Commencement Date: the date of the commencement of sales.

Credit: has the meaning given in clause 7.8.

Delivery Note: a document, in the form set out in Schedule 6, produced by the FACE or the appointed carrier of the relevant Products to the Customer at the Delivery Point.

Delivery Point: the location as the Customer specifies on the Order Form and which has been accepted by the FACE in the Order Confirmation.

Expenses: any out-of-pocket costs incurred by the FACE in fulfilling an Order, including (without limitation):

- (a) postage, packaging, carriage, freight, and handling charges;
- (b) insurance;
- (c) currency conversion and banking charges applicable to the payment method used;
- (d) value added tax, consumption tax or any other applicable sales tax in the country in which the FACE is resident; and
- (e) any customs, import or other duties charged in respect of the sale and importation of Products into the country in which the Customer is resident or the Delivery Point is located.

Intellectual Property Rights: all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Products.

Invoice: an invoice raised by the FACE in accordance with clause 9.3.

List Prices: the prices for the Products set out in Schedule 3 as varied from time to time by the FACE in accordance with clause 9.2, but excluding any Expenses.

Net Selling Price: the List Prices of Products ordered by the Customer less any discounts granted to the Customer by the FACE in writing from time to time.

Order: an order for Products submitted by the Customer to the FACE and accepted by the FACE in accordance with clause 4.

Order Confirmation: an order confirmation e-mail or order confirmation document in the form set out in Schedule 5, sent by the FACE to the Customer, agreeing to fulfil the Order and identifying the relevant Order by its Order Reference.

Order Form: an order made by e-mail or by an order form in the form set out in Schedule 4, sent by the Customer to the FACE, requesting the supply of Products or confirming an oral order for Products.

Order Reference: the reference applied to an Order Form by the FACE on receipt of that Order Form.

Products: the products set out in Schedule 1 as amended from time to time in accordance with clause 11 or any other products contracted between the parties from time to time..

Quarter: each period of three calendar months ending on the last day of March, June, September and December in each year.

Specification: the specification of the Products set out in Schedule 2 or any other specification agreed in writing between the parties from time to time.

Year: the period of 12 calendar months from the date of GTC and each subsequent consecutive period of 12 calendar months during the Term.

- 2.2 Reference to a clause, paragraph or schedule is to a clause, paragraph or schedule of or to GTC, unless the context requires otherwise.
- 2.3 A reference to one gender includes a reference to the other gender.
- 2.4 Words in the singular include the plural and in the plural include the singular.
- 2.5 A reference to a **person** includes any physical person or legal person.
- 2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.7 Unless the context otherwise requires, the words **including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them.
- 2.8 The headings in GTC are for ease of reference only and shall not affect its construction or interpretation.

3. SALE OF THE PRODUCTS

- 3.1 Subject to clause 4, during the Term and subject to the provisions of GTC, the Customer shall buy such quantities of the Products as may be ordered by the Customer from time to time.
- 3.2 GTC shall apply to all future arrangements between the parties for the FACE to supply and the Customer to buy goods unless the parties agree otherwise in writing.

4. ORDER PROCESS

- 4.1 When the Customer wishes to place an order for Products, it shall either send an Order Form or e-mail to the FACE.
- 4.2 An Order shall be treated as an offer by the Customer to contract with the FACE, but shall not be binding on the Customer until accepted by the FACE in accordance with clause 4.3. The FACE may, at its sole discretion, accept amendments to an Order after acceptance.
- 4.3 The FACE shall, at its discretion, accept the Order using an Order Confirmation or e-mail and such Order Confirmation or e-mail shall be treated as acceptance of the Customer's Order.
- 4.4 The FACE shall arrange delivery of the Products in accordance with the Customer's instructions on the Order Form and the provisions of GTC, provided that the Customer shall be liable to pay for all Expenses incurred by the FACE in complying with such instructions. Such Expenses shall be included on the Invoice for the relevant Products.

5. FORECASTS OF DEMAND

The Customer shall notify the FACE in writing of:

- (a) its estimated Orders for each Year, at least four calendar months before the start of that Year, if it is not agreed otherwise by writing;
- (b) its estimated Orders for the Products for each Quarter, at least 21 days before the start of that Quarter, if it is not agreed otherwise by writing and
- (c) any revisions to those estimates, immediately they are made,

and shall ensure that such estimates are accurate and complete, but such estimates shall not constitute Orders.

6. SPECIFICATION OF THE PRODUCTS

- 6.1 The FACE warrants that all Products sold by the FACE to the Customer pursuant to GTC will conform in all material respects to the Specification (**Warranty**). All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in GTC are excluded from GTC to the fullest extent permitted by law.
- 6.2 Subject to the remaining provisions of this clause 6, the Customer shall be entitled to reject any quantity of the Products which do not comply with the Warranty, provided that any purported rejection is made no later than seven (7) days from the date of delivery in accordance with clause 7.5.
- 6.3 The FACE shall consult with the Customer from time to time during the Term to ensure that the Specification is acceptable to both parties, but the FACE is not obliged to agree to any change requested by the Customer to the Specification or to the Products.

7. DELIVERY OF THE PRODUCTS

- 7.1 The FACE will have fulfilled its contractual obligations in respect of each delivery. The Customer shall pay for the actual quantity delivered. According the nature of the goods, the quantity actually delivered is no greater than 10% more or less than the quantity specified on the Order Form.
- 7.2 Delivery of the Products shall take place at the Delivery Point. Acceptance of any change to the Delivery Point requested by the Customer shall be at the FACE's sole discretion and the Customer shall be liable for any additional Expenses incurred by the FACE as a result of such change. The FACE shall arrange for suitable transport to the Delivery Point. On delivery, the FACE (or its appointed carrier) shall provide the Customer with such export documents as are necessary and which the Customer is unable to prepare together with a Delivery Note.
- 7.3 Delivery or performance dates in relation to the supply by the FACE of Products are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery of the Products.
- 7.4 The FACE may effect delivery in one or more instalments.
- 7.5 The Customer shall, within seven (7) days of the arrival of each delivery of the Products at the Delivery Point, give written notice of rejection to the FACE on account of any defect by reason of which the Customer alleges that the Products

delivered do not comply with the Warranty and which was apparent on reasonable inspection.

- 7.6 If the Customer fails to give notice as specified in clause 7.5 then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Products shall conclusively be presumed to comply with the Warranty and, accordingly, the Customer shall be deemed to have accepted the delivery of the Products in question and the FACE shall have no liability to the Customer with respect to that delivery (except in relation to liability for any latent defects). In case of any latent defects, if the Customer fails to give notice thereof within six (6) months after the shipment of the Products, the Products shall conclusively be presumed to comply with the Warranty and, accordingly, the Customer shall be deemed to have accepted the delivery of the Products in question and the FACE shall have no liability to the Customer with respect to that delivery.
- 7.7 If the Customer alleges that any Products are defective, it shall, if so requested by the FACE, return the relevant Products (unaltered and unrepaired) to the FACE for inspection as soon as possible and at its own risk and expense.
- 7.8 If the Customer rejects any delivery of the Products which do not comply with the Warranty, the FACE shall, within seven (7) days of the FACE accepting that the Products do not comply with the Warranty:
- (a) supply replacement Products which comply with the Warranty, in which event the FACE shall be deemed not to be in breach of GTC or have any liability to the Customer for the rejected Products; or
 - (b) notify the Customer that it is unable to supply replacement Products, in which case the FACE shall grant to the Customer a credit equal to the value of the Products which the FACE agrees do not comply with the Warranty (**Credit**).

8. IMPORT AND EXPORT LICENCES

The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Products as are required from time to time and, if required by the FACE, the Customer shall make those licences and consents available to the FACE prior to the relevant shipment. It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Products. It is the Customer's obligation to ensure that no Products are exported or imported in violation of the laws of any jurisdiction into or through which the Products are transported during the course of reaching the Delivery Point. Where necessary, the Customer shall inform the FACE at a reasonable time before delivery of any documents which it is necessary for the FACE to provide in order to allow export of the Products in

compliance with the laws of any relevant jurisdiction. Furthermore, the Customer shall abide by the rules and regulations stipulated by Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, Commission Delegated Regulation (EU) 2023/996 of 23 February 2023 amending Regulation (EU) 2021/821 of the European Parliament and of the Council as regards the list of dual-use items, as amended and any and all following Regulations (EU) and/or Commission Delegated Regulations amending or replacing these regulations.

9. PRICES AND PAYMENT

- 9.1 The Customer shall pay the FACE for the Products in accordance with the provisions of this clause 9.
- 9.2 The List Prices may be varied from time to time by the FACE on giving thirty (30) days' notice to the Customer. The price applicable to each Order shall be the latest version of the List Prices for the Products that has been notified to the Customer at least thirty (30) days before the delivery date.
- 9.3 Unless agreed otherwise, the FACE shall invoice the Customer at the end of each calendar month for the Net Selling Price of all Orders accepted during the previous month and all related Expenses (but less any Credits due to the Customer) in respect of the previous month.
- 9.4 Unless agreed otherwise, the Customer shall pay to the FACE the total amount of each Invoice in currency designated by FACE by telegraphic transfer to a bank account to be separately designated by the FACE in writing within thirty (30) days after the date of the relevant Invoice, notwithstanding that delivery may not have taken place and that property in the Products has not passed to the Customer.
- 9.5 All amounts of money referred to in GTC shall be interpreted as being amounts exclusive of value added tax, any similar sales tax such as consumption tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the FACE, the Customer shall increase the sum it pays to the FACE by the amount necessary to leave the FACE with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 9.6 All amounts due to the FACE under GTC shall become due immediately if GTC is terminated or novated despite any other provision.

- 9.7 The time for payment shall be of the essence and no payment shall be deemed to have been made until the FACE has received payment in cleared funds.
- 9.8 If the Customer does not make payment on or before the date on which it is due, interest shall be payable on the overdue amount at the rate of 14.6% per annum. Interest shall be payable at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.
- 9.9 The Customer shall make all payments due under GTC without any deduction by way of set-off, counterclaim, discount or otherwise.

10. TITLE AND RISK

- 10.1 Risk in and responsibility for the Products shall pass to the Customer according agreed INCOTERMS.
- 10.2 Subject to clause 10.4, ownership of the Products shall not pass to the Customer until the FACE has received payment in full of all monies owed by the Customer to the FACE.
- 10.3 Until ownership of the Products passes to the Customer, the Customer shall hold the Products on the following terms:
- (a) the Products shall be stored separately from other goods held by the Customer and shall be clearly identifiable as the property of the FACE;
 - (b) the Products shall not be mixed with other goods or altered in any way; and
 - (c) the Products shall be adequately stored and maintained in a satisfactory condition.
- 10.4 The Customer may resell (but may not deal in any other way with) the Products to a third party and pass good title to that third party on the following terms, as long as the sale is in the ordinary course of the Customer's business.
- 10.5 The Customer shall lose its rights to possession and resale of the Products if:
- (a) the Customer becomes subject to any of the events in clause 15.2(a) (material breach only), clause 15.2(b) to clause 15.2(e) and clause 15.2(g) to clause 15.2(i); or
 - (b) GTC terminates and the Customer does not pay all outstanding amounts under GTC within 30 days; or
 - (c) the Customer suffers any legal or equitable execution to be levied on its property.

10.6 The Customer grants to the FACE an irrevocable licence for the FACE, its agents and employees to enter any premises where the goods of the Customer are stored to ascertain whether any Products are stored there and to inspect, count and recover them.

10.7 The Customer shall register any necessary charge over money or goods and take such other steps as are necessary to give effect to this clause 10 at the request of the FACE.

11. CHANGES

11.1 The FACE may, immediately on giving written notice to the Customer:

- (a) amend Schedule 1 to exclude from GTC one or more of the Products as it thinks fit if for any reason the production of such Products has been permanently discontinued, among others;
- (b) elect to alter the Specification of any of the Products, provided that the alteration does not materially adversely affect the performance, quality or value of the Products; or
- (c) amend Schedule 1 to include any modified version of the Products, additional goods or replacements for the Products.

11.2 The FACE may, on giving written notice to the Customer, elect to alter the Specification of any of the Products otherwise than in accordance with clause 11.1(b). Where the Customer has placed an Order and the FACE has accepted that Order using an Order Confirmation, and the Specification of any of the Products contained in that Order are varied in accordance with this clause 11.2, the Customer may cancel the part of the Order that relates to the varied Products only.

11.3 The FACE may, on giving written notice to the Customer, amend Schedule 1 to exclude from GTC one or more of the Products as it thinks fit otherwise than in accordance with clause 11.1(a). Where the Customer has placed an Order and the FACE has accepted that Order using an Order Confirmation, and any of the Products contained in that Order are excluded from GTC, the Order shall automatically be varied to exclude such excluded Products.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Customer acknowledges that:

- (a) the Intellectual Property Rights are the FACE's (or its licensor's) property;
- (b) nothing in GTC shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights; and

- (c) any reputation in any trade marks affixed or applied to the Products shall accrue to the sole benefit of the FACE or any other owner of the trade marks from time to time.
- 12.2 The Customer shall not repackage the Products and/or remove any copyright notices, confidential or proprietary legends or identification from the Products.
- 12.3 The Customer shall not use (other than pursuant to GTC) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the FACE or any associated company of FACE owns or claims rights in anywhere in the world.
- 12.4 If at any time it is alleged that the Products infringe the rights of any third party or if, in the FACE's reasonable opinion, such an allegation is likely to be made, the FACE may at its option and its own cost:
 - (a) modify or replace the Products in order to avoid the infringement; or
 - (b) procure for the Customer the right to continue using the Products; or
 - (c) repurchase the Products at the price paid by the Customer, less depreciation at the rate the FACE applies to its own equipment.
- 12.5 The Customer shall promptly and fully notify the FACE of:
 - (a) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
 - (b) any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Products infringes the rights of any person.
- 12.6 The Customer agrees (at the FACE's request and expense) to do all such things as may be reasonably required to assist the FACE in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 12.5.
- 12.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Products, the FACE shall defend the Customer at the FACE's expense, subject to:
 - (a) the Customer promptly notifying the FACE in writing of any such claim, proceeding or suit; and
 - (b) the FACE being given sole control of the defence of the claim, proceeding or suit,

and provided that the FACE shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Products made by anyone except the FACE or its authorised representative, or out of use or combination of the

Products with products or third party materials not specified or expressly approved in advance in writing by the FACE, or where the claim, proceeding or suit arises from the FACE's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

- 12.8 The FACE shall reimburse the Customer with an amount equal to any cost, expense or legal fees incurred at the FACE's written request or authorisation and shall indemnify the Customer against any liability assessed against the Customer by final judgement on account of an infringement described in clause 12.7.

13. CONFIDENTIALITY

- 13.1 Each party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to entry into GTC, or which it has obtained during the course of GTC, except any information that is:

- (a) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise; or
- (b) already in its possession other than as a result of a breach of this clause 13; or
- (c) in the public domain other than as a result of a breach of this clause 13.

- 13.2 Each party undertakes to the other to take all steps that are necessary from time to time to ensure compliance with the provisions of this clause 13 by its employees, agents and subcontractors.

14. ANTI-BRIBERY COMPLIANCE

- 14.1 The Customer shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and the Japanese Unfair Competition Law (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- (c) comply with the Furukawa Electric Group Basic Policy on CSR and the Furukawa Electric Group Anti-Bribery Statement in the form set out in Schedule 7 and Schedule 8, respectively, as the FACE may update them from time to time (**Relevant Policies**);
- (d) have and maintain in place throughout the term of GTC its own policies and procedures, including “adequate procedures designed to prevent persons associated” under the UK Bribery Act 2010, to ensure compliance with the

Relevant Requirements and the Relevant Policies, and enforce them where appropriate;

- (e) promptly report to the FACE any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of GTC;
- (f) immediately notify the FACE in writing if a foreign public official (as defined in the Relevant Requirements and/or the Relevant Policies, as the case may be) becomes an officer or employee of the Customer and/or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of GTC); and
- (g) within one (1) month of the date of GTC, and annually thereafter, certify to the FACE in writing signed by an officer of the Customer, compliance with this clause 14.1 by the Customer and all persons associated with it under clause 14.2. The Customer shall provide such supporting evidence of compliance as the FACE may reasonably request.

14.2 The Customer shall ensure that any person associated with the FACE who is performing services or providing goods in connection with GTC does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this clause 14 (**Relevant Terms**). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the FACE for any breach by such persons of any of the Relevant Terms.

14.3 Breach of this clause 14 shall be deemed a material breach under clause 15.2(a).

15. DURATION AND TERMINATION

15.1 This GTC shall take effect from Commencement Date and be valid for the duration of the transaction between the FACE and Customer, unless otherwise separately agreed in writing.

15.2 Either party may terminate GTC by giving written notice to the other party if any of the following events occurs:

- (a) the other party commits a breach of GTC which (in the case of a breach capable of remedy) has not been remedied within thirty (30) days of the receipt by the other of a notice specifying the breach and requiring its remedy; however, in case of a material breach hereof, GTC may be immediately terminated; or

- (b) the other party commits the same or substantially similar breaches of its obligations under GTC more than three (3) times within any period of three (3) consecutive months; or
- (c) a winding-up order or bankruptcy order is made against the other party; or
- (d) the other party passes a resolution or makes a determination for it to be wound up; or
- (e) the other party has appointed to it an administrator or an administrative receiver; or
- (f) being a partnership in addition to the above, suffers bankruptcy orders being made against all of its partners.
- (g) an incumbrancer takes possession, or a receiver, manager or administrative receiver is appointed, of the whole or any part of the other party's assets;
- (h) the other party ceases or suspends payment of any of its debts, or is unable to pay its debts; or
- (i) any arrangement, compromise or composition in satisfaction of its debts is proposed or entered into; or
- (j) the other party ceases, or threatens to cease, to carry on business; or
- (k) any event analogous to those described in clause 15.2(c) to clause 15.2(i) occurs in relation to the other party in any jurisdiction in which that other party is incorporated, resident or carries on business.

15.3 Following the expiry of the Term or the earlier termination of GTC for any reason whatsoever, the FACE shall be entitled (at its option) to cancel any Orders which have not yet been delivered.

15.4 On termination or novation of GTC for any reason and subject as otherwise provided in GTC to any rights or obligations that have accrued before termination, neither party shall have any further obligation to the other under GTC.

16. FORCE MAJEURE

16.1 Neither party shall be liable to the other, or be deemed to be in breach of GTC, by reason of any delay in performing, or failure to perform, any of its obligations under GTC if the delay or failure was beyond that party's reasonable control (including without limitation fire, earthquake, tsunami, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war, warlike hostilities or threat of war, terrorist activities, accidental or malicious damage and any prohibition or restriction by any government or other legal authority which affects GTC and which is not in force on the date of GTC).

- 16.2 A party claiming to be unable to perform its obligations under GTC (either on time or at all) in any of the circumstances set out in clause 16.1 shall notify the other party of the nature and extent of the circumstances in question as soon as practicable.
- 16.3 This clause 16 shall cease to apply when such circumstances have ceased to have effect on the performance of GTC and the party affected shall give notice to the other party that the circumstances have ceased.
- 16.4 If any circumstance relied on by either party for the purposes of this clause 16 continues for more than six (6) months, the other party shall be entitled to terminate GTC by giving one (1) month's notice.

17. ENTIRE AGREEMENT

- 17.1 GTC constitutes the entire agreement between the parties in connection with its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of GTC by or on behalf of the parties and relating to its subject matter.
- 17.2 Neither party has relied on any statement, representation, agreement, understanding or promise made by the other except as expressly set out in GTC.

18. WAIVER OF RIGHTS BASED ON MISREPRESENTATION

- 18.1 Each party unconditionally waives any rights it may have to claim damages against the other on the basis of any oral or written statement made by the other or by its legal advisers (whether made carelessly or not) that is not set out or referred to in GTC (or for breach of any warranty given by the other not so set out or referred to), unless such statement or warranty was made or given fraudulently.
- 18.2 Each party unconditionally waives any rights it may have to seek to rescind GTC on the basis of any statement made by the other (whether made carelessly or not), unless such statement was made fraudulently.

19. LIMITATION OF LIABILITY

- 19.1 The FACE's total liability in contract, tort (including negligence), misrepresentation or otherwise in relation to GTC shall be limited to the List Price of the Products to which the claim relates.
- 19.2 The FACE shall not be liable to the Customer for:
- (a) any indirect, special or consequential loss or damage; or

- (b) loss of data or other equipment or property; or
- (c) economic loss or damage; or
- (d) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
- (e) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill,

even if the FACE is advised in advance of the possibility of any such losses or damages.

19.3 The FACE shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Products including (without limitation):

- (a) fair wear and tear;
- (b) wilful damage;
- (c) the Customer's negligence, or that of its agents or employees, or any failure to follow the FACE's instructions as to use of the Products;
- (d) abnormal working conditions beyond those referred to in the Specification; and
- (e) any alteration or repair of the Products by any manufacturing process or otherwise, save for any latent defect which means that the Product did not comply with the Specification.

19.4 The FACE is not liable for a defect in the Products unless it is notified to the FACE within seven (7) days of the date of delivery or, if the defect would not be apparent on reasonable inspection, within one (1) year of the date of delivery.

19.5 The FACE is not liable for:

- (a) non-delivery, unless the Customer notifies the FACE of the claim within seven (7) working days of the date of the FACE's invoice; or
- (b) shortages in the quantity of Products delivered in excess of those permitted by clause 7.1, unless the Customer notifies the FACE of a claim within fifteen (15) working days of receipt of the Products; or
- (c) damage to or loss of all or part of the Products in transit (where the Products are carried by the FACE's own transport or by a carrier on behalf of the FACE), unless the Customer notifies the FACE within fifteen (15) working days of receipt of the Products or the scheduled date of delivery, whichever is the earlier.

19.6 The Customer acknowledges and agrees that the List Prices reflect the limitations of liability contained in GTC.

20. ASSIGNMENT

The Customer shall not, without the prior written consent of the FACE, assign, transfer, charge or deal in any other similar manner with GTC or its rights or any part of them under GTC, subcontract any or all of its obligations under GTC, or purport to do any of the same.

21. DISPUTES

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with GTC shall be finally settled by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

22. CUMULATIVE REMEDIES

Each right or remedy of the parties under GTC is without prejudice to any other right or remedy of the parties, whether or not such rights or remedies are set out in GTC.

23. NO PARTNERSHIP OR AGENCY

Nothing in GTC shall create, or be deemed to create, a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the acts or failure to act of the other party, or authorise either party to act as agent for the other. Save where expressly stated in GTC, neither party shall have the authority to make representations, act in the name or on behalf of or otherwise bind the other.

24. COSTS

Except as otherwise provided in GTC, each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and implementation of GTC.

25. SEVERANCE

The invalidity, illegality or unenforceability of any provision of GTC, or a provision in any other agreement which is identical to one in GTC, shall not affect the other provisions and the agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted.

26. COUNTERPARTS

- 26.1 GTC may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

- 26.2 Each counterpart, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.

27. FURTHER ASSURANCE

Either party shall, at the request and cost of the other, do or procure the doing of all such further acts, and execute or procure the execution (as a deed or otherwise) of all such documents, as may from time to time be necessary to give full effect to GTC and to vest in the requesting party the full benefit of the assets, rights and benefits to be transferred to the requesting party under GTC.

28. AMENDMENT AND WAIVER

- 28.1 No variation of GTC shall be effective unless it is made in writing, refers specifically to GTC and is signed by both of the parties.
- 28.2 No waiver of any term, provision or condition of GTC shall be effective, except where it is clearly made in writing and signed by the waiving party. No waiver of any particular breach of GTC shall be held to be a waiver of any other or subsequent breach.
- 28.3 No omission or delay on the part of any party in exercising any right, power or privilege under GTC shall operate as a waiver by it or of any right to exercise it in the future or of any other of its rights under GTC.

29. THIRD PARTY RIGHTS

No person who is not party to GTC shall have any right to enforce any term of GTC.

30. NOTICES

- 30.1 Any notice or other communication to be given under GTC shall be in writing and in the English language and may be delivered by hand or sent by pre-paid post (by airmail post if to an address outside the country of posting) to the relevant party at that party's registered office or last-known trading address.
- 30.2 Any notice or document shall be deemed served:
- (a) if delivered by hand, at the time of delivery unless delivered after 5.00 pm in which case they shall be given on the next day (other than Saturday or Sunday) (**Working Day**);
 - (b) if posted, two Working Days after posting (five Working Days if sent by airmail post); and

30.3 Notices under GTC shall not be validly served by e-mail.

31. SURVIVAL OF OBLIGATIONS

Any of the provisions of GTC that are expressed to take effect in whole or in part on or after termination, or are capable of having effect after termination, shall remain in full force and effect despite termination.

32. GOVERNING LAW

GTC shall be governed by and construed in all respects in accordance with Czech Law . For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to GTC if it is not agreed otherwise by writing. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with GTC, GTC shall prevail.

GTC has been entered into on the date stated at the beginning of it.

Schedule 1 Products

For details, please refer to:

<https://ap-catalog.furukawa.co.jp/connector-web/numberNameSearch/index.do>

Schedule 2 Specification

For details, please refer to:

<https://ap-catalog.furukawa.co.jp/connector-web/numberNameSearch/index.do>

Schedule 3 List prices

Prices are provided individually based upon request.

Schedule 4 Order form

Order for Products supplied by Furukawa Electric Autoparts Central Europe, s.r.o.	
Customer:	
Date of Order:	
Quantity of each model/type of the Products:	
Required delivery date:	
Delivery Point:	
Special delivery instructions:	
<p>This Order Form is governed by the terms of an agreement dated [DATE] between Furukawa Electric Autoparts Central Europe, s.r.o. and [NAME OF CUSTOMER]. No other terms shall apply, notwithstanding any terms of the Customer appended to this Order Form.</p>	

Schedule 5 Order confirmation

Order confirmation by Furukawa Electric Autoparts Central Europe, s.r.o.	
Order Reference:	
Details of Order confirmed:	
Customer:	
Date of Order:	
Quantity of each model/type of the Products:	
Required delivery date:	
Delivery Point:	
Special delivery instructions:	
This Order Confirmation is governed by the terms of an agreement dated [DATE] between Furukawa Electric Autoparts Central Europe, s.r.o. and [NAME OF CUSTOMER].	

Schedule 6 Delivery note

Delivery note from Furukawa Electric Autoparts Central Europe, s.r.o.	
Order Reference:	
Delivery Point:	
This Delivery Note is governed by the terms of an agreement dated [DATE] between Furukawa Electric Autoparts Central Europe, s.r.o. and [NAME OF CUSTOMER].	

Schedule 7

Schedule 7 Furukawa Electric Group Basic Policy on CSR

For details, please refer to: https://www.furukawa.co.jp/procure/pdf/csr_guideline_en.pdf

Schedule 8 The Furukawa Electric Group Anti-Bribery Statement

For details, please refer to: https://www.furukawa.co.jp/en/company/pdf/bribery_en.pdf

Signed for and on behalf of Furukawa Electric Autoparts Central Europe, s.r.o.

Signature:

Name: Takao Kobayashi

Signed for an on behalf of [NAME OF CUSTOMER]

Signature:

Name:

Director/authorised signatory