

GENERAL TERMS AND CONDITIONS - TOOLING

1. OBJECT - SCOPE OF APPLICATION

The purpose of these general terms and conditions (the "**General Conditions**") is to define the conditions under which HellermannTyton (the "**Supplier**") manufactures, uses and maintains equipment, moulds and/or tools (the "**Tooling**") to produce parts sold by the Supplier to its co-contractor (the "**Buyer**").

In accordance with Article L 441-1 of the French Commercial Code, the General Conditions constitute the sole basis of the commercial relationship between the Supplier and the Buyer (individually the "**Party**" and together the "**Parties**"). The Buyer acknowledges that it has read the General Conditions, that it has fully understood their content and that it accepts their terms and conditions by placing an order with the Supplier.

Any derogation from the General Terms and Conditions shall be expressly accepted in writing by the Supplier. Any such derogation shall only apply to the order for which it has been accepted.

2. ORDER

The order shall only be formed after the Supplier has expressly accepted it in writing. Any changes requested by the Buyer shall only be considered within the limits of the Supplier's capacities and at its sole discretion. The Supplier shall inform the Buyer of the consequences of the modification in terms of costs, delay, and quality. To be applicable, any modification of the order shall be agreed in writing by both Parties.

3. WARRANTY

The Supplier shall design, create, and manufacture the Tooling in accordance with (i) the technical specifications and performance agreed in writing between the Parties and (ii) the rules and other legal provisions applicable in France.

The Supplier warrants that the Tooling is free from defects in design and workmanship.

4. INTELLECTUAL PROPERTY

The Supplier shall not transfer to the Buyer any ownership rights to patents, copyrights, trademarks, technologies, plans, specifications, drawings, or any other intellectual property relating to the Tooling. The documents containing intellectual property and communicated to the Buyer remain the property of the Supplier. They are provided as a loan of use to evaluate and discuss the commercial offer. These documents shall not be communicated to a third party and shall be returned to the Supplier on first request or at the end of the order.

5. TITLE

As the Tooling is designed by the Supplier and adapted to its methods and equipment, it remains its property and in its workshops. The Buyer's contribution to the cost of the Tooling shall provide exclusively the right to use the Tooling in the Supplier's workshops. It does not in any way transfer to the Buyer any rights of ownership nor any intellectual property rights or know-how.

6. HANDOVER OF THE TOOLING

The Tooling may only be handed over to the Buyer if the Parties expressly agree in writing and in the following circumstances: if the group to which the Supplier belongs cannot continue production due to force majeure and if it is insolvent or ceases its commercial activities.

In this case, ownership of the Tooling will be transferred on full payment of the Tooling and the risk will be transferred on delivery of the Tooling to the Buyer.

The Supplier shall hand over all technical documentation to the Buyer upon delivery. In any event, even in the event of a handover, the Supplier shall retain its intellectual property rights to the Tooling cavities.

In the event of intervention by the Buyer or a third party on the Tooling without the agreement of the Supplier, the latter's liability shall not be sought, and the guarantee granted by it shall no longer apply.

7. MAINTENANCE, REPAIR AND RENEWAL OF THE TOOLING

Except in the case of transfer of the Tooling to the Buyer, the Supplier is solely responsible for the maintenance and repair of the Tooling. It shall guarantee the proper functioning of the Tooling and ensure that it is always in operating condition to produce the parts.

The Tooling has a life span which is determined by the maximum number of cycles as specified in the Supplier's offer. When the maximum life of the Tooling is reached and the Tooling needs to be replaced, the Supplier reserves the right to charge the

cost of repair or the conception of a new Tooling if necessary to maintain a high level of quality.

8. DESTRUCTION OF THE TOOLING

The Supplier shall be entitled to destroy or dispose of the Tooling if it remains more than five (5) years from the last delivery without receiving a new order of sufficient size to justify its use. Before proceeding with the destruction, the Supplier shall notify the Buyer by registered letter with acknowledgement of receipt. In the absence of a response from the Buyer and of an agreement between the Parties on the conditions of a possible extension of the deadline, the Supplier will proceed with the destruction of the Tooling three (3) months after receipt by

the Buyer of the registered letter with acknowledgement of receipt.

9. PRICES - TERMS OF PAYMENT

The prices indicated by the Supplier are net and free of taxes. Payment for the Tooling shall be staggered as follows: 30% on receipt of the order, 30% on receipt of the first-off toll samples, 30% on receipt of the PPAP, 10% on validation of the PPAP.

If production is stopped prematurely and/or if the quantified volumes are not reached, the Supplier reserves the right to charge the Buyer with the unamortized part of the Tooling as well as for any industrialization costs.

Payment is due forty-five (45) days after the date of issue of the order. In the event of late payment of the sums due by the Buyer, late payment penalties, equal to three times the legal interest rate of the amount, including all taxes, of the price mentioned on the invoice, shall automatically be due by the Buyer as of right, without any formality or prior notice.

A flat-rate compensation for recovery costs of forty (40) euros shall be due, ipso jure and without prior notice, by the Buyer in the event of late payment. The Supplier reserves the right to request additional compensation from the Buyer if the recovery costs actually incurred exceed this amount, upon presentation of the relevant documents. In addition, an indemnity equal to fifteen percent (15%) of the initial amount due will automatically be payable following the issue of a payment notice which has remained without recourse for sixty (60) days, without prejudice to the right to claim compensation, in accordance with the legal conditions, for any other damage directly resulting from this delay.

Except with the Supplier's express, prior and written agreement, and provided that the mutual claims and debts are certain, liquid and due, no compensation can be effectively carried out between the sums owed by the Supplier and the sums owed by the Buyer.

10. QUOTATION - CHANGE IN ORDER CIRCUMSTANCES

The quotation sent by the Supplier is valid for one (1) month unless the Supplier issues a new quotation cancelling and replacing the previous one.

11. DELAY

The Buyer is informed that the times periods are only given as an indication. In the event of a delay in the fulfilment of the Supplier's obligations compared to the agreed time limits between the Parties, if special agreements provide for penalties, these shall not exceed 0.5% of the amount of the order per complete week of delay, with a maximum cumulative value of 5% of the order. These penalties shall constitute discharge and shall be exclusive of any other compensation.

12. AUDIT

The Buyer may conduct an audit to verify the proper execution of the order by the Supplier. The audit shall only examine the information necessary for this purpose, to the exclusion of any strategic or financial information.

Audits shall be subject to five (5) working days' notice, may not be carried out by a competitor of the Supplier and shall not interfere with the effective operation of its business.

In the event of an audit of the Supplier's subcontractor, the Parties expressly agree that the audit may not be carried out without the presence of a representative of the Supplier.

The Buyer shall forward the results of the audit to the Supplier.

13. LIABILITY

The Supplier's liability is limited to direct and material damage resulting from faults attributable to it in the performance of its obligations. Except for personal

injury and gross negligence, this liability shall be limited to the amount of the order, regardless of the cause.

In the case of mutually agreed penalties and indemnities, they shall have the value of a lump-sum compensation, constitute discharge and shall be exclusive of any other penalty or indemnity.

14. FORCE MAJEURE

Neither Party shall be liable to the other for non-performance or delay in performance of its obligations due to force majeure as defined by Article 1218 of the Civil Code. Acts of God shall have the same legal scope as that recognised for cases of force majeure. The Parties expressly agree that epidemics, pandemics, armed conflicts, and worldwide shortages of raw materials shall be considered as force majeure.

The Party which suffers such an event shall notify the other as soon as possible, and the Parties shall then decide on follow-up.

If the suspension is likely to last for more than three (3) months, and effects of the event cannot be removed or overcome, the Parties shall either meet to find a common agreement on the terms and conditions to pursue the performance of the order or terminate the order at the request of one of the Parties.

15. TERMINATION

Each Party may terminate the order in the event of a serious and/or repeated breach by the other Party after sending a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful for thirty (30) days. In the event of termination without fault on the part of the Supplier, the Buyer shall compensate the Supplier for all direct or indirect consequences arising therefrom, in particular the costs incurred for specific equipment, development and validation costs, industrialisation costs, studies, labour costs, foreseeable work in progress, inventories and supplies, etc. Advance payments already made shall remain the property of the Supplier.

16. INSURANCE

The Supplier declares that it is insured, for the entire duration of the order, to cover the financial consequences of its civil liability vis-à-vis the Buyer or any third party, on the occasion of the performance of its obligations, with a reputedly solvent insurance company.

The Buyer shall be insured to cover the financial consequences of any damage caused to the Supplier.

17. CONFIDENTIALITY

Throughout the duration of the order and for ten (10) years after its expiry for any reason whatsoever, each Party shall keep confidential any information, whatever its nature and form (written or not), that the Party could have acquired for or during the order and related directly or indirectly to the other Party. Each Party warrants that such obligation applies to any employee, representative or other that receives the confidential information under its sole and entire liability.

18. PROTECTION OF PERSONAL DATA

Each Party undertakes to comply with all regulations relating to the collection and processing of personal data and in particular, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "GDPR"). Each Party may need to collect and process the personal data of the other Party for the purposes of executing the order and/or managing the commercial relationship. In this case, the Party concerned is responsible for the processing of this personal data within the meaning of the GDPR. Any breach of this clause by the Buyer constitutes a ground for termination of the order, without prejudice to any other remedy available to the Supplier.

19. APPLICABLE LAW - DISPUTE

The General Terms and Conditions and the obligations arising from them are governed by French law.

In the event of a dispute relating to the order, the Parties shall try to resolve it amicably. In the event of disagreement persisting after thirty (30) days, either Party may refer the matter to the competent court.

All disputes to which the order and the agreements resulting from it could give rise, concerning their validity, interpretation, execution, resolution, and consequences, will be submitted to the court of Versailles.

20. GENERAL PROVISIONS

The nullity of one of the clauses of the General Terms and Conditions shall not involve the nullity of the other clauses. The invalid clause will be replaced by another valid clause with similar economic effects.

The Supplier's failure to exercise any of its rights under the General Terms and Conditions shall not be constitute, regardless of the duration, extent, or frequency of such toleration, a waiver of its right to subsequently enforce any of the provisions of the General Terms and Conditions at any time.