

## AUTONEUM BUSINESS GROUP EUROPE

### TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

#### 1. GENERAL

1.1 These terms and conditions ("**Terms**") and the nomination letter, purchase order and/or delivery call-off ("**Order**"), submitted by a purchaser of Goods and/or Services ("**Customer**") and confirmed in accordance with clause 1.3 and 1.4, constitute the entire agreement ("**Agreement**") between Autoneum Management AG or any Autoneum Group company belonging to Business Group Europe issuing the Order confirmation ("**AUTONEUM**") and Customer for the supply of Goods and/or Services and supersedes any prior representations, negotiations, arrangements, understandings, agreements and all other communications. The application of any terms and conditions other than these Terms is excluded, even if they were not rejected by AUTONEUM, unless expressly accepted by AUTONEUM in writing.

1.2 In these Terms: (a) "**Goods**" means any goods ordered by and supplied to Customer; (b) "**Services**" means any services relating to the Goods to be supplied to Customer by AUTONEUM (or third party); (c) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in Switzerland or the location of the respective AUTONEUM group company, as may be applicable, are open for business; and (d) "**Group**" means, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

1.3 These Terms shall apply to Orders issued by Customer for the supply of Goods and/or Services whether such Orders are issued under a frame agreement (i.e. nomination letter) or on a stand-alone basis. Each Order constitutes a binding offer by Customer to purchase Goods and/or Services on the terms of the Agreement, which AUTONEUM shall be free to accept, modify or decline at its absolute discretion. Modifications from Orders made by AUTONEUM are deemed accepted by the Customer if not rejected within 3 working days after having received them.

1.4 Each Order shall only be deemed accepted when AUTONEUM issues a written Order confirmation, proceeds to shipment of the Goods or commences with the provision of the Services. If the Order submitted by the Customer deviates from AUTONEUM's quotation, any such deviation shall be null and void, unless expressly agreed to, in writing, by AUTONEUM.

1.5 Quotations issued by AUTONEUM are only valid when given in writing and for a period of maximum 30 days from the date of the quotation, unless otherwise expressly set out therein. All quotations by AUTONEUM are subject to change or withdrawal at any time and for whatever reason, without prior notice to Customer. Quotations are made conditional upon approval by AUTONEUM of Customer's credit risk assessment.

#### 2. PRICE

2.1 The price of the Goods and/or Services will be the price set out in AUTONEUM's quotation.

2.2 Unless otherwise stated, all prices quoted are exclusive of any taxes (including value added tax) ("**VAT**"). If VAT or other taxes are payable on any supply made under the Agreement, Customer shall pay to AUTONEUM such additional amounts in respect of VAT or other taxes as are chargeable on a supply of Goods and/or Services.

2.3 AUTONEUM may, by giving notice to Customer at any time up to 7 days before delivery, increase the price of the Goods and/or Services to reflect any increase in cost beyond AUTONEUM's control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs, changes in legal requirements).

2.4 In addition to the above, if a raw material, component, or service provider raises its prices, or imposes a surcharge on AUTONEUM, AUTONEUM reserves the right to increase prices and/or surcharges towards the Customer accordingly, and Customer agrees to accept such price increase or surcharges. If Customer objects to any price increase (regardless of the amount or cause of such increase), or if Customer refuses to provide a new Order reflecting such price increase, AUTONEUM may, at its option, stop any or all future shipments of Goods (regardless of whether such price increase affects such Goods), without the Customer having any right to claim any kind of compensation, damages or other remedies for breach of contract or otherwise.

#### 3. PAYMENT

3.1 AUTONEUM shall be entitled to invoice Customer for each Order at any time after delivery.

3.2 Payment shall be made by bank transfer.

3.3 Customer is required to make payment, in cleared funds, of the full amount due to AUTONEUM (without set off, counterclaim or any deduction) as stated in the relevant invoice, within 30 days from the date of invoice. AUTONEUM may at any time, without limiting any other rights or remedies it may have, set off any amount owing to AUTONEUM by Customer against any amount payable by AUTONEUM to Customer. The Customer shall bear all banking charges incurred in Customer's country and AUTONEUM shall bear all banking charges incurred outside such country, unless otherwise agreed by the Parties. Timely payment is of the essence.

3.4 If Customer fails to make payment in accordance with this clause 3, all amounts owing by Customer to AUTONEUM on any account shall immediately become due and payable.

3.5 AUTONEUM may suspend or cancel deliveries of Goods and/or provision of the Services to Customer without notice, if Customer has failed to make payments in accordance with this clause 3.

3.6 In addition to AUTONEUM's rights under the Agreement, if Customer fails to make payments by the due date, interest will be payable on any of the amounts owing due and payable but unpaid, from and including the due date for payment to the date of actual payment. The rate of such interest shall be at the annual rate of 8%, accrued on a daily basis.

3.7 All payments to AUTONEUM under the Agreement shall become due immediately on its termination. This clause 3.7 is without prejudice to any right to claim for interest under law or under the Agreement.

#### 4. DELIVERY

4.1 Unless otherwise agreed in writing by AUTONEUM, each Order shall be delivered "ExWorks" (Incoterms, 2010). If AUTONEUM agrees to deliver the Goods other than at its premises, Customer shall be liable to pay AUTONEUM's charges for transport (including employee costs), packaging, clearance and insurance.

4.2 Delivery of an Order shall be extended by an appropriate period of time in case of: (a) Force Majeure; (b) any delay caused by Customer or a third party for which Customer is responsible; and (c) variation requests by Customer.

4.3 If AUTONEUM fails to deliver the Goods and/or perform the Services, its liability to Customer shall be limited to paying liquidated damages to Customer (determined in accordance with this clause 4.3), always provided that AUTONEUM shall have confirmed to Customer, in writing, a date by which it shall complete delivery of the Goods and/or performance of the Services, and further provided that: (a) the delay is solely due to a fault of AUTONEUM; (b) a grace period of 14 days has expired since the original or extended delivery date without success; and (c) Customer has so notified AUTONEUM without undue delay. In case AUTONEUM is liable to pay liquidated damages, AUTONEUM shall pay to Customer 0.5% of the value of the delayed Goods per full week of delay up to a maximum of 5% of the value of the delayed Goods. The payment of liquidated damages shall be Customer's sole and exclusive remedy for such delays.

4.4 AUTONEUM reserves the right to deliver Orders by instalments, which may be invoiced and paid for separately. References in the Agreement to Order shall, where applicable, be read as references to instalments.

4.5 Customer may reject any Goods delivered to it that substantially do not comply with the relevant specification as agreed between the parties, provided that notice of rejection is given to AUTONEUM within 5 days of delivery at the place of delivery as agreed between the Parties. If Customer fails to give notice of rejection in accordance with this clause 4.5, it shall be deemed to have accepted such Goods.

4.6 If Customer fails to take delivery of the Goods within 3 days of AUTONEUM notifying Customer that the Goods are ready, then, except where such failure is solely caused by Force Majeure or AUTONEUM's failure to comply with its obligations under the Agreement: (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the fourth day after the day on which AUTONEUM notified Customer that the Goods were ready; and (b) AUTONEUM shall store the Goods until delivery takes place, and charge Customer for all related costs and expenses (including, but not limited to, insurance, storage and maintenance).

#### 5. VARIATION REQUEST AND CANCELLATION

5.1 Customer may request a reasonable variation to an Order ("**Variation Request**") and AUTONEUM shall be entitled (at its sole discretion) to decide whether to accept such Variation Request. If AUTONEUM accepts such Variation Request, it shall be entitled to increase the price, extend the delivery date(s) and change any other terms of the Agreement as may be reasonable in the circumstances. AUTONEUM has no obligation to commence implementation of a Variation Request prior to a written variation agreement signed by both parties setting out the price increase, new delivery date(s) and other terms that have been amended.

5.2 Customer may, within 3 days of placing an Order, cancel an Order by written notice to AUTONEUM. If Customer cancels an Order, Customer shall indemnify AUTONEUM for all actual and prospective loss, damages, costs and expenses which occur in relation to such cancellation.

#### 6. RISK AND TITLE

6.1 Risk in the Goods shall pass to Customer on delivery in line with the agreed Incoterms. Title to the Goods shall not pass to Customer until AUTONEUM has received payment in full in accordance with clause 3.

6.2 Until title to the Goods has passed to Customer, Customer: (a) shall hold such Goods on a fiduciary basis as AUTONEUM's bailee; (b) shall procure and maintain comprehensive insurance with a reputable insurer to cover the Goods to at least their contract value from the date of delivery; (c) is entitled to sell the Goods but only in the ordinary course of business and shall then be deemed to have implicitly assigned to AUTONEUM the proceeds deriving from their sale together with all collateral rights, securities and reservations of title until all claims held by AUTONEUM shall have been settled; (d) must not encumber or otherwise charge the Goods; (e) shall store the Goods separately from its own goods and those of any other party and in a manner which clearly identifies the Goods, as the property of AUTONEUM; (f) must not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and (g) will give AUTONEUM such information relating to the Goods as AUTONEUM may require from time to time.

6.3 In addition to the rights granted to AUTONEUM above, if: (a) any amount due by Customer to AUTONEUM in respect of the Goods remains unpaid 30 days after the due date on which it first became due and payable; (b) Customer breaches the Agreement; or (c) Customer becomes subject to any of the events listed in clause 15.2 or 10.1, then AUTONEUM may terminate the Agreement and retake possession of any Goods for which AUTONEUM has not received payment in full and Customer hereby irrevocably authorises AUTONEUM to enter upon any premises of Customer for that purpose.

#### 7. WARRANTIES

7.1 Subject to clauses 7.2 and 7.3, AUTONEUM will repair or replace, at its own discretion, for a period of 12 months from their date of delivery, any Goods or part of the Goods which are materially defective due to faulty material or workmanship ("**Warranty**"). In cases of repair or replacements made under the Warranty, the Warranty period for repaired or replaced Goods shall under no circumstances exceed a maximum of 18 months from the date of the delivery of the original Good.

Customer shall be responsible, at its cost, for the demounting and re-installation of any Good and provide transport to AUTONEUM's premises to the extent requested by AUTONEUM, the latter at AUTONEUM's cost, unless otherwise agreed. AUTONEUM shall bear any costs required for rectification of any confirmed defect, including, without limitation, the costs of transport, travelling, labour or materials; provided, however, that such costs are not increased by moving the Goods to a place other than the place of delivery. In any event, AUTONEUM's liability hereunder shall be limited to 100% of the purchase price of the defective Good. If AUTONEUM is unable to rectify the defect within a reasonable period of at least 30 Business Days, the Parties may mutually agree upon a reasonable price reduction or, in case of a material defect, upon a rescission of the individual Agreement with respect to the actually defective Goods. Replaced parts shall become the property of AUTONEUM, unless such right is waived in writing by AUTONEUM.

During a Warranty period of 12 months from performance of the Services, AUTONEUM will re-perform any Services which prove to be materially deviating from the specified Services in the Agreement.

7.2 The Warranty will only apply: (a) to Goods that have been manufactured by AUTONEUM; (b) to Goods that have been installed, maintained, used and protected under normal conditions and in accordance with all technical specifications or

instructions provided or published by AUTONEUM from time to time in respect of the Goods; (c) where Customer has complied with and the Goods have been used in accordance with all applicable laws, regulations, industry standards, codes and rules; (d) where Customer has notified AUTONEUM in writing of the defect within 5 days after delivery respectively in case of hidden defects of becoming aware of the defect (or where Customer should have become aware of such defect); (e) if Customer makes no further use of such Goods after giving such notice in case there is a safety concern; and (f) if AUTONEUM is given reasonable opportunity to examine such Goods.

7.3 The Warranty will not apply where: (a) the defect arises as a result of normal wear and tear, wilful damage or negligence; (b) Customer alters or repairs such Goods without the written consent of AUTONEUM; (c) if AUTONEUM was obliged to use a Customer pre-defined supplier; or (d) the defect has been disclosed by AUTONEUM.

7.4 The Warranty set out in clause 7.1 shall be the sole warranty provided by AUTONEUM under the Agreement and the remedies set out in clause 7.1 shall be the sole and exclusive remedy for the breach of such Warranty. Any claim for damages or other compensation is expressly excluded to the maximum extent permitted by the applicable law.

7.5 To the fullest extent permitted by law, and except as set out in this Agreement, all warranties and conditions, whether express, implied or verbal, statutory or otherwise, whether arising under the Agreement or at law, are excluded, including, without limitation, implied warranties of merchantability, design life, non-infringement and fitness for purpose.

7.6 Customer warrants that it has used its own expertise and knowledge in selecting the relevant Goods and/or Services for purchase and assessing their fitness for Customer's required purpose, and that to the full extent permitted by law and subject to clause 7.4, has not relied on any statement or representation made by AUTONEUM other than as set out in the Agreement in doing so.

## 8. PROPRIETARY RIGHTS

8.1 At all times AUTONEUM retains all rights, title and interest in and to any trade mark, copyright, patent or patent application, know-how, design, utility model, brand name and any other intellectual property or right of a proprietary nature (whether registered or unregistered) in or connected to the Goods and/or Services and the manufacture of the Goods (including AUTONEUM's technology, know-how and processes used in the manufacture of the Goods) and to any reports, manuals, specifications or materials prepared or made available by AUTONEUM ("**Intellectual Property**").

8.2 Customer acknowledges that the Intellectual Property is licensed to or owned by AUTONEUM and forms valuable information and/or property of AUTONEUM. AUTONEUM hereby grants to Customer a non-exclusive, non-transferable, royalty-free licence to use the Intellectual Property in the Goods only for the purpose of receiving and installing the Goods in Customer's vehicles. Such license does not entail the right to sublicense or reverse engineer any of the Goods.

8.3 If any of the Goods infringe any intellectual property right of any third party, AUTONEUM will compensate the Customer for damages awarded against Customer as a result of any claim relating to such infringement and any liability under any settlement of any such claim negotiated in accordance with this clause 8.3, subject to the following conditions: (a) Customer must promptly notify AUTONEUM in writing of any such claim of which it has notice; (b) Customer must not make any admission in relation to the claim without the prior written consent of AUTONEUM; (c) Customer, at AUTONEUM's request and expense, must allow AUTONEUM to conduct and settle (or control the conduct and settlement of) all negotiations and litigation resulting from any such claim; (d) at all times in relation to the claim, Customer must act in accordance with the reasonable instructions of AUTONEUM and, at the request of AUTONEUM, afford all reasonable assistance with all negotiations or litigation; (e) AUTONEUM may require Customer to take such steps as AUTONEUM may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which AUTONEUM is liable to compensate Customer under this clause 8.3; and (f) any legal costs awarded to Customer as a result of any litigation in relation to the claim are to be for the account of AUTONEUM and, if paid to Customer, must be paid by Customer to AUTONEUM immediately on receipt by Customer.

8.4 AUTONEUM is entitled, at its own discretion, to: (a) replace the Goods with non-infringing Goods provided that the non-infringing goods have substantially the same technical features as the infringing Goods; or (b) obtain, at the AUTONEUM's cost, a license for Customer to use the Goods.

8.5 AUTONEUM has no obligation under clause 8.3 and 8.4 to the extent that an alleged infringement arises from: (a) Customer's use of the Goods after Customer has been informed by the AUTONEUM that alterations or modifications are required to avoid such claims; (b) any alteration or modifications made to the Goods without AUTONEUM's approval; (c) Customer's use of the Goods in combination with any equipment, products, processes or materials if the infringement in question would have been avoided without such use; (d) use of the Goods other than as directed or approved by AUTONEUM in writing or otherwise in any manner not contemplated by the Agreement; (e) any breach of any of the terms of the Agreement or any negligence, wilful misconduct, or fraudulent act or omission by Customer; or (f) AUTONEUM's use of, or compliance with, any designs, specifications materials, information or instructions provided by Customer or any third party. In the aforementioned cases Customer must indemnify AUTONEUM against all costs, claims, losses, damages, demands and expenses (including all legal costs, fees and expenses) arising directly or indirectly out of any claims referred to in this clause 8.5.

8.6 To the fullest extent allowed by law, the provisions of clauses 8.4 and 8.5 are Customer's sole and exclusive remedy for any infringement, or claim of any infringement, referred to in this clause 8.

## 9. LIMITATION OF LIABILITY

9.1 Except as provided for in clause 9.2, AUTONEUM's total liability to Customer under or in connection with the Agreement and the respective Order will not in any circumstances and to the maximum extent permitted by the applicable law exceed an aggregate amount of 20% of the amount payable by Customer to AUTONEUM under the respective Order.

9.2 The limit on liability provided for in clause 9.1 shall not apply to any liability: (a) for death or personal injury resulting from negligence; (b) for fraud and wilful misconduct, and (c) mandatory product liability.

9.3 Notwithstanding any other clause in this Agreement, AUTONEUM shall, to the maximum extent permitted by the applicable law, under no circumstances be liable to Customer for any loss of profits, revenue, interest or goodwill, loss of contract, cost of capital, loss or corruption of data, loss of or interruption to Customer's business, line

speed reduction, plant shut down, or economic, special, indirect or consequential loss or damage.

9.4 To the maximum extent permitted by the applicable law, Customer's remedies set out in the Agreement are the sole remedies for any breach by AUTONEUM and to the exclusion of any remedy at law.

## 10. FORCE MAJEURE

10.1 If AUTONEUM's supply or business is interrupted or restricted as a result of any force majeure event, including strike, lockout, industrial dispute (whether involving its own workforce or a third party's), war, riot, civil disorder, epidemics (including Covid-19), fire, explosion, flood, earthquake, tsunami, adverse weather conditions, accident, breakdown of plant or machinery, government intervention, default of suppliers or subcontractors or any other cause beyond AUTONEUM's reasonable control, AUTONEUM is entitled to suspend, reduce and/or cancel delivery of Goods or provision of Services during such period of interruption or restriction without liability.

10.2 Either party shall be entitled by giving written notice to the other to terminate any agreement or contract under the Agreement without prejudice to any of their accrued rights should such period of interruption or restriction under clause 10.1 continue for more than 90 days.

## 11. CONFIDENTIALITY

11.1 Except as permitted or required by the Agreement, each party must not without the other party's express prior written consent, use or disclose to any other person, any of the other party's Confidential Information.

11.2 In this clause 11 "**Confidential Information**" of a party ("**Discloser**") means any information, whenever disclosed, relating to the business, know-how, products, specifications, services, customers, suppliers or other affairs of the Discloser or any members of its Group (including any such information made available to the Discloser by any third party) but excluding any information which is: (i) publicly known or becomes publicly known other than by breach of the Agreement or any other obligation of confidentiality; (ii) disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (iii) developed independently by the other party without reliance on any of the Discloser's Confidential Information.

11.3 Each party may disclose the Confidential Information of the other party when required to do so by law or any regulatory authority, including any stock exchange on which it or any other member of its Group is listed, provided that, to the extent that it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible, and where notice of disclosure is not prohibited, and takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.4 Each party may disclose the Confidential Information of the other party to its personnel or personnel of its Group companies whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made: (a) is informed of the confidentiality of the information; and (b) complies with the obligations of confidentiality under the Agreement as if they were bound by them.

11.5 Neither party may disclose the terms of the Agreement to any person except in accordance with the provisions of clauses 11.3 or 11.4.

11.6 Each party must establish and maintain effective security measures to prevent any unauthorised use or disclosure of, or unauthorised access, loss or damage to, the Confidential Information of the other party.

11.7 This confidentiality obligation shall terminate 5 years from the completion (end of the Warranty period of the last Goods delivered), rescission or termination related to the respective Order, whichever comes first.

## 12. EXPORT

12.1 Goods supplied by AUTONEUM to Customer are intended for use only in the country of delivery and Customer must disclose the end user of the Goods to AUTONEUM. In the event of re-export, compliance with the legal export regulations of the country of delivery and/or the relevant country of manufacture of the Goods is the responsibility of Customer and Customer shall not hold AUTONEUM liable for any breach of such laws or regulations.

12.2 Customer must not, and may not permit a third party to, export, re-export or otherwise transfer the Goods to any US sanctioned or embargoed nation or person. Customer understands and agrees that the Goods may be subject to US export control laws and regulations and export or import regulations in other countries and that compliance with all such laws and regulations is the responsibility of Customer.

## 13. OTHER DESCRIPTIVE DOCUMENTS

13.1 All samples, descriptive specifications, drawings, illustrations, data, dimensions, weights and particulars of the Goods and/or Services which may be submitted by AUTONEUM (in catalogues, advertising materials or otherwise) are only for presentation purposes and intended merely to present a general idea of the goods and/or services described therein and none shall, unless explicitly otherwise agreed in writing between the parties, neither form part of the Agreement, have any contractual force nor represent any guarantee for the quality or functionality of the Goods and/or Services.

## 14. TERMINATION

14.1 AUTONEUM may terminate the Agreement at any time by giving one (1) month's prior written notice to Customer.

14.2 Either party shall be entitled to terminate the Agreement with immediate effect on giving written notice to the other party if the other party: (a) commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to rectify that breach within 30 days of being notified in writing of the breach; or (b) goes into liquidation (other than for the purposes of reconstruction or amalgamation) or is subject to a bankruptcy procedure of any kind; (c) suspends, or threatens to suspend, payment of its debts.

14.3 Termination of the Agreement, howsoever arising, shall not affect any of the parties' rights and remedies that have accrued at termination. Upon AUTONEUM terminating this Agreement pursuant to clause 14.1 or this Agreement being terminated pursuant to Customer's default under clause 14.2, any and all sums owing to AUTONEUM by Customer shall become immediately due and payable, without the need to give prior notice. Additionally, upon termination of this Agreement pursuant to Customer's default under clause 14.2, Customer shall pay all reasonable costs, fees and damages incurred by AUTONEUM as a consequence of such termination.

**15. TOOLS**

15.1 Unless otherwise agreed in writing and signed by AUTONEUM, all material, equipment, facilities and special tooling (which shall include, but is not limited to, tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment and manufacturing aids and replacements thereof) used in the manufacture of the Goods (hereinafter jointly referred to as “**Tools**”) shall remain the property of AUTONEUM until full payment by the Customer. Payment shall be effected by the Customer at the latest at the start of serial production (SOP).

15.2 In case of Agreement termination, suspension or any other kind of discontinuation of the project, the full payment for the Tools shall immediately become due.

15.3 Any tooling or equipment furnished to AUTONEUM by Customer for the manufacture of the Goods will, unless otherwise agreed between the parties, remain the property of the Customer.

**16. ASSIGNMENT**

16.1 AUTONEUM shall be free to use subcontractors to carry out the supply of Goods or performance of Services and it may assign or transfer any of its liabilities, rights and obligations under the Agreement to any of its Group companies without the prior written consent of Customer.

16.2 Customer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of AUTONEUM.

**17. NOTICES**

17.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 16, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax.

**18. COMPLIANCE**

18.1 Customer warrants that at all times it will fulfil its obligations set out in the Agreement in strict compliance with all applicable laws and regulations, including for environment, health and safety as well as export control.

18.2 The Customer warrants and represents that it must not, directly or indirectly, and has no knowledge that any other person involved in the execution of this Agreement or any third party for the purpose of achieving any advantage, directly or indirectly, make any payments, gift or other commitment to any customer, its employees, its agents, directors, any governmental officials or any other party in a manner contrary to the applicable laws. The Customer shall comply with all applicable rules, regulations, laws, etc. regarding bribery and corruption.

**19. GENERAL**

19.1 If any provision is found to be invalid, this shall not affect the other provisions of the Agreement. The invalid provision shall be amended or replaced by a valid provision that reflects the commercial intention of the parties.

19.2 AUTONEUM's failure to enforce or exercise any right pursuant to the Agreement, does not constitute, and will not be construed as a waiver of right and shall in no way affect AUTONEUM's entitlement to later enforce or to exercise it.

**20. GOVERNING LAW AND THIRD PARTY RIGHTS**

20.1 The Agreement shall be governed by the laws applicable at the domicile of the respective Autoneum Group company entering into the Agreement, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) (as amended from time to time) shall be excluded.

20.2 The place of jurisdiction shall be at the domicile of the respective Autoneum Group company, or, at the discretion of Autoneum, at any other competent court. Unless otherwise agreed by the parties, disputes shall be submitted to the competent courts at the place of jurisdiction.

20.3 A person who is not a party to the Agreement shall not have any right under or in connection with it.