

BRINK GROUP - GENERAL PURCHASING TERMS AND CONDITIONS

1. GENERAL

- 1.1 These General Purchasing Terms and Conditions ("**Terms and Conditions**") shall apply to all purchases of Products and Services (as defined below) from the supplier ("**SUPPLIER**") by a company within the Brink Group ("**BRINK**"), under any contract, purchase order or the like between BRINK and SUPPLIER ("**Contract**"). These Terms and Conditions constitute an integral part of any such Contract, whether or not referenced therein and whether or not SUPPLIER has made an offer or confirmed a purchase order with reference to SUPPLIERS' terms and conditions. Modifications to or deviations from these Terms and Conditions are hereby rejected and shall be void unless evidenced by a written agreement duly signed by BRINK and SUPPLIER.
- 1.2 "**Products**" means production and service parts, components, assemblies and accessories, raw materials, tooling and other products purchased by BRINK from SUPPLIER.
- 1.3 "**Services**" means design, engineering, assembly, logistic, consulting, contracting of labor and other services provided by SUPPLIER to BRINK. What is stated in these Terms and Conditions regarding Products shall in relevant parts also apply to Services.

2. FORECASTS AND PURCHASE ORDERS

- 2.1 A binding contract for the sale and purchase of the Products shall be considered made upon (a) receipt by SUPPLIER of a purchase order from BRINK that corresponds with any existing Contract; or (b) if no Contract exists, upon BRINK's receipt of SUPPLIER's confirmation of a purchase order.
- 2.2 BRINK may submit periodic forecasts to SUPPLIER indicating the quantity of the Products that will be required by BRINK during a specific period of time ("**Forecast**"). If BRINK has not received an written objection from SUPPLIER within five (5) working days after receipt of the Forecast,

the Forecast shall be deemed accepted by SUPPLIER.

- 2.3 Each Forecast shall represent BRINK'S estimate of its needs, only, and shall not be binding upon BRINK. SUPPLIER shall not be entitled to compensation from BRINK for any expenses or damages resulting from any differences between the Forecast and the actual purchase orders submitted by BRINK.

3. INSPECTION, QUALITY ASSURANCE ETC

- 3.1 BRINK may, after reasonable prior notice, inspect the premises where the production of the Products takes place, and perform tests on the Products and make all necessary examinations. All inspections and tests shall be performed in such a manner as not to unreasonably interfere with SUPPLIER'S business.
- 3.2 SUPPLIER shall comply with the quality assurance processes, systems and standards specified by BRINK from time to time, including but not limited to any required qualify control before delivery.
- 3.3 SUPPLIER shall, upon request by BRINK, supply a production or shipping sample of the Products to BRINK. If BRINK has approved a sample for a specific Product, SUPPLIER may not alter the design or make any other changes to the Product without BRINK'S prior written approval.
- 3.4 SUPPLIER shall ensure that the agreed documentation always accompanies the delivered Products.

4. ACCEPTANCE TESTS

- 4.1 Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. Such tests shall be carried out in accordance with generally accepted practices for businesses in the same line of business and operating in the same jurisdiction as the SUPPLIER.
- 4.2 SUPPLIER shall notify BRINK in writing of the acceptance tests in sufficient time to permit BRINK to be represented at the tests.

- 4.3 If the acceptance tests show that the Product has a Defect (as defined in Section 8.1), SUPPLIER shall without delay remedy such Defect at its own cost. New tests shall thereafter be carried out, unless the Defect was insignificant.
- 4.4 SUPPLIER shall bear all costs for acceptance tests carried out at the place of manufacture. BRINK shall bear all traveling costs and other expenses for its own representatives in connection with such tests.
- 4.5 BRINK's attendance at the tests described in this Section 4 or inspections described in Section 3 shall in no way release SUPPLIER from any obligation related to the Contract or relieve SUPPLIER from any liability and responsibility for Defects.
- 4.6 BRINK may after prior notification reject any Products which have, in BRINK's reasonable judgment, any Defects or otherwise are nonconforming. Products so rejected and Products which are supplied in excess of quantities ordered by BRINK may be returned to SUPPLIER at SUPPLIER's own expense. In addition, BRINK may charge SUPPLIER all reasonable expenses of unpacking, examining, repacking and reshipping rejected Products. In the event BRINK receives Products whose Defects or nonconformity are not apparent on examination, BRINK reserves the right to require replacement, within the Warranty Period (as defined in Section 8.3).

5. DELIVERY, TITLE AND PASSING OF RISK

- 5.1 Any agreed trade terms shall be construed in accordance with the INCOTERMS in force at the formation of the Contract. If the Contract does not designate specific trade terms, the delivery shall be made FCA SUPPLIER's factory. Partial shipments shall not be permitted unless otherwise agreed in writing.
- 5.2 All Products shall be prepared, packed, stored and marked suitably for shipment so as to secure safe delivery and protect the quality of the Products. When applicable, this shall be done in accordance with BRINK's instructions and the carriers' requirements, and SUPPLIER shall be responsible for

ensuring that all shipments contain appropriate labeling and documentation.

- 5.3 Title of the Products shall transfer from SUPPLIER to BRINK upon delivery of the Products as stipulated in this Section 5.1.
- 5.4 BRINK may request that delivery shall be made to a recipient other than BRINK, such as to a business assembling the Products or to a warehouse for storage on behalf of or as per the instructions by BRINK.

6. TIME FOR DELIVERY, DELAY

- 6.1 The Products shall be delivered on the delivery date agreed in the Contract, TIME BEING OF THE ESSENCE.
- 6.2 If SUPPLIER anticipates that it will not be able to deliver the Products at the agreed time for delivery, SUPPLIER shall promptly notify BRINK thereof in writing, stating the reason for the delay and when delivery can be expected. If SUPPLIER fails to give such notice, BRINK shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.
- 6.3 If delay in delivery is caused by any of the circumstances set forth in Section 13 or by an act or omission on the part of BRINK, the time for delivery shall be extended by a reasonable period of time (taking into account all the circumstances underlying the delay).
- 6.4 If the Products are not delivered at the agreed time for delivery (except if the delay is such that it falls within the scope of Section 6.3), SUPPLIER shall, subject to the limitations set forth in Section 19.2, indemnify and hold BRINK harmless for all direct, indirect, incidental and consequential damages, losses, costs and expenses awarded against or incurred or paid by BRINK as a result of or in connection with interruption or delays in BRINK's production caused by SUPPLIER's delay.

- 6.5 In addition to and without limiting SUPPLIER's indemnification obligation set forth in Section 6.4, SUPPLIER shall also pay the following to BRINK as liquidated damages to compensate for other damages, losses, costs and expenses than those caused by interruption or delay in BRINK's production: (i) during the first week of delay no liquidated damages shall be payable; (ii) during weeks two (2) through six (6) of delay, liquidated damages shall be payable at a weekly rate of two (2) per cent of the total price for the delayed Products, with a maximum limit of compensation of ten (10) per cent of such total price. SUPPLIER acknowledges that it would be very difficult to accurately quantify and prove the damages, losses, costs and expenses compensated for under this Section 6.5, and agrees that the liquidated damages set forth herein are reasonable as to amounts and other terms.
- 6.6 If the delay in delivery exceeds three (3) weeks, then BRINK may by notice in writing to SUPPLIER terminate all or any portion of the Contract and/or outstanding orders (including orders for Products which BRINK is unable to use as intended due to the delay). If BRINK terminates the Contract or any outstanding orders, BRINK shall be entitled to compensation for all direct and indirect losses and damages it has suffered as a result of the delay.
- 6.7 BRINK shall also have the right to terminate the Contract and/or any outstanding orders by notice in writing to SUPPLIER if it is clear from the circumstances that there will be a delay in delivery in excess of three (3) weeks.
- 6.8 BRINK shall not be obliged to accept deliveries of Products at a date which is earlier than the agreed date unless BRINK has given its prior written approval thereto.
- 6.9 If BRINK fails to accept delivery at the agreed delivery date, SUPPLIER shall arrange for reasonable storage of the Products at the risk and expense of BRINK. SUPPLIER shall also, if BRINK so requests, insure the Product at BRINK's expense.

7. PRICE AND PAYMENT

- 7.1 The prices for the Products stated in the Contract shall be firm, and no surcharges, premiums or other additional charges of any type shall be added without BRINK's prior written consent. SUPPLIER expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, taxes, increases in raw materials costs, inflation, increases in labor and other manufacturing costs.
- 7.2 Payments for the Products shall be made within sixty (60) days following the date of the invoice. SUPPLIER may not invoice BRINK until after physical delivery of the Products. Payment shall be made in the currency stated in the Contract. If no currency is stated, BRINK shall make payment in EUR or USD.
- 7.3 BRINK is entitled to withhold payment of the purchase price in the event SUPPLIER has breached any of its obligations under the Contract or these Terms and Conditions.
- 7.4 Payment will not constitute acceptance of any Defect in the Products or nonconforming Products, nor shall it limit or affect any of BRINK's rights or remedies.
- 7.5 BRINK will administer on a "**Net Settlement Basis**" all of the accounts of SUPPLIER arising from the Contract and all other agreements entered into by SUPPLIER and any companies of the Brink Group. Net Settlement Basis means that, unless prohibited by law, BRINK may set off and recoup against BRINK's accounts payable to SUPPLIER any amounts which BRINK determines in good faith that SUPPLIER is liable for under any Contract, or other agreements with SUPPLIER. BRINK may do so without notice to SUPPLIER.

8. WARRANTY AND LIABILITY FOR DEFECTS

- 8.1 SUPPLIER warrants that the Products shall be free from all Defects during the Warranty Period. A Product shall be considered to have a Defect if it:
- (a) in any respect deviates from the drawings, specifications, statements of work, samples and other descriptions, technical specifications and requirements relating to

the Products that have been furnished, specified or approved by BRINK;

(b) does not comply with all applicable laws and regulations of the countries in which the Products are sold by BRINK;

(c) is not free from defects in design, materials and workmanship;

(d) does not conform with the relevant samples approved by BRINK or with the adjusted quality required by BRINK;

(e) does not conform with the requirements set forth in Section 5.2; or

(f) is not suitable or safe for their intended use, including the specified performance in the component, system and subsystem location specified by BRINK and the environment in which the Products are or reasonably may be expected to perform.

The defects described above are herein referred to as "**Defects**".

- 8.2 BRINK shall notify SUPPLIER in writing of any Defect. The notice shall contain a description of the Defect.
- 8.3 The term of SUPPLIER's warranty shall be for a period of two (2) years following delivery of the Product in accordance with Section 5 ("**Warranty Period**"). If Defects are discovered in the Product within the Warranty Period, SUPPLIER shall be liable for Defects of equivalent nature that are discovered in other Products after expiry of their applicable Warranty Period.
- 8.4 SUPPLIER's warranty shall not cover Defects caused by normal wear and tear, inadequate maintenance or faulty repair after delivery, failure to observe the operating instructions or materials provided, or a design stipulated or specified by BRINK.
- 8.5 SUPPLIER shall remedy any Defect within the time period and at the location reasonably requested by BRINK, through repair or replacement of the Product or any parts of the Product. Unless instructed otherwise by BRINK, SUPPLIER shall at its own expense arrange for any dismantling and reassembly of equipment (including the Product), to the extent necessary to remedy the Defect.

- 8.6 BRINK is permitted to remedy a Defect itself if (a) SUPPLIER has not remedied the Defect in accordance with Section 8.5, (b) BRINK has already incorporated the Product in its own goods (including in any pre-assembly processing); (c) the remedial work cannot be performed without disruption to or delay in BRINK's or BRINK's customers' operations; or (d) the remedial work would cause BRINK to incur additional costs. BRINK may remedy a Defect by (i) rejecting the Products having a Defect, returning them to SUPPLIER and requesting redelivery of Products without Defects; or (ii) retaining the Products and repairing them itself or through a third party. SUPPLIER will be responsible for all costs expenses relating to the remedial actions undertaken by BRINK and/or SUPPLIER.
- 8.7 Subject to Section 19.2, SUPPLIER shall indemnify and hold BRINK harmless for all direct, indirect, incidental and consequential damages, losses, costs and expenses awarded against or incurred or paid by BRINK as a result of or in connection with a Defect, even if the Defect has been remedied. These include, but are not limited to, costs associated with the off-lining of vehicles or the Products, interruptions or delays in production, reduced line-speeds, and plant shutdowns.
- 8.8 When a Defect in a part of the Product has been remedied, SUPPLIER shall be liable for Defects in the repaired or replaced part for a period of two (2) years after the repair or replacement was completed. For the remaining parts of the Product, the Warranty Period shall be extended only by a period equal to the period during which the Product was out of operation as a result of the Defect.
- 8.9 Unless otherwise agreed, necessary shipping, storage and handling of the Product and/or parts thereof in connection with the repair or replacement of Products or Defects shall be at the sole risk and expense of SUPPLIER.
- 8.10 Defective parts which have been replaced shall be SUPPLIER's property.

9. WARRANTY ON SERVICES

- 9.1 SUPPLIER warrants that the Services will be executed using the highest professional standard. SUPPLIER shall execute due care, sound judgment and good engineering in carrying out its Services. A Service shall be considered defective if it deviates from the requirements set forth in this Section 9.1 or from the requirements set forth in Section 8.1 (a) and (b).
- 9.2 In case of defective Services, the provisions of Sections 8.2 through 8.7 shall apply.

10. PRODUCT LIABILITY AND INSURANCE

- 10.1 SUPPLIER shall indemnify, defend and hold harmless BRINK from and against all direct and indirect losses and damages arising out of personal injury or property damage having been caused by or resulted from a Defect in a Product.
- 10.2 If a claim for damage as described in Section 10.1 arises, BRINK shall notify SUPPLIER and SUPPLIER shall promptly provide BRINK with written confirmation of its undertaking to defend such claim. SUPPLIER and BRINK shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages filed against one of them on the basis of such personal injury or property damage.
- 10.3 If there is a risk of a Product causing personal injury or property damage due to a Defect, such that BRINK reasonably decides to recall that Product or take any other preventive measure, SUPPLIER shall compensate BRINK for all losses and costs incurred by BRINK in conjunction with such recall or measure.
- 10.4 SUPPLIER shall obtain and maintain an adequate general liability insurance (including product liability insurance), with an insurance provider and with a coverage reasonably acceptable to BRINK, and shall at BRINK's request supply BRINK with a copy of relevant insurance policies.

11. TOOLING

- 11.1 SUPPLIER shall comply with the below-stated requirements with regard to tools, jigs, fixtures, moulds and other equipment supplied by BRINK or specially manufactured or adapted for manufacture or quality control of Products ("**Tooling**"): (a) SUPPLIER shall properly maintain the Tooling, so as to ensure manufacture of Products free of Defects. (b) BRINK shall be entitled to acquire for a reasonable charge and thereafter to freely utilize, such Tooling as is owned by SUPPLIER, when deliveries of the relevant Product to BRINK for serial production shall cease. (c) SUPPLIER shall ensure that the Tooling is stored in a safe and adequate manner and that it is insured for an amount equivalent to its replacement cost.
- 11.2 In addition, the following shall apply to Tooling owned by BRINK: (a) SUPPLIER shall promptly provide BRINK with an acknowledgement of receipt when the Tooling has been received. (b) SUPPLIER shall mark such Tooling in such a way that BRINK's ownership is clearly shown, and shall refrain from commingling the Tooling with property owned by SUPPLIER or a third party. (c) SUPPLIER shall inform insurers as to the fact of BRINK's ownership. (d) SUPPLIER may not without BRINK's written consent use Tooling for production for its own account or that of any third party. (e) SUPPLIER must obtain BRINK's prior written consent before moving the Tooling to another location of SUPPLIER or a third party, except in an emergency situation. (f) SUPPLIER shall, when production of the relevant Products has ceased or otherwise at BRINK's request, return the Tooling to BRINK at SUPPLIER's expense.

For avoidance of doubt, the ownership of the Tooling remains with BRINK even if the accumulated cost of maintenance of the Tooling paid by SUPPLIER should exceed the initial value of the Tooling.

12. CONFIDENTIAL INFORMATION

- 12.1 Neither party may disclose confidential information obtained by the other party before or during the term of the Contract, or use it for any purposes other than the performance of the Contract. The existence and terms of the Contract are confidential. This restriction shall not apply to (i) information which is or comes into the public domain (without having been disclosed by the receiving party), (ii) information which was known to the receiving party prior to the disclosure; and (iii) information required to be disclosed by applicable law or governmental regulation or by any competent judicial or administrative body or governmental authority, provided that the receiving party has promptly informed the disclosing party of the proposed disclosure, so as to give the disclosing party a reasonable opportunity to obtain a protective order or similar form of relief.
- 12.2 Upon termination of the Contract, or at any other time the disclosing party requests, the receiving party shall return or, if the disclosing party requests, destroy all confidential information of the disclosing party without retaining any copies.
- 12.3 All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall constitute confidential information. Such documents may not, without the consent of the disclosing party, be used, copied, reproduced, transmitted or communicated to a third party.
- 12.4 The obligations of the receiving party under this Section 12 shall survive the termination or expiration of any Contract, and shall apply for a period of five (5) years thereafter.

13. FORCE MAJEURE

- 13.1 Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond the control of the parties and that could not be foreseen at the

formation of the Contract, such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Section 13.1 ("**Force Majeure**").

- 13.2 A party may invoke a Force Majeure event under Section 13.1 only if it has notified the other party in writing without delay of the occurrence and potential effects of the event. A party shall also without delay inform the other party of the cessation of such event.
- 13.3 Either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under Section 13.1 for more than ninety (90) consecutive days.

14. PURCHASES FROM SUPPLIERS DIRECTED BY BRINK

- 14.1 BRINK may have engaged SUPPLIER to assemble components to deliver a functional module or end product to BRINK. BRINK may in this connection have directed SUPPLIER to purchase components from certain specific suppliers. Such components purchased may only be utilized by SUPPLIER for deliveries of Products to BRINK.
- 14.2 Claims concerning components referred to in Section 14.1 shall be directed to such supplier and not to BRINK. The fact that BRINK has directed SUPPLIER to such supplier does not imply that BRINK takes any responsibility for such supplier's fulfillment of its obligations.

15. CODE OF CONDUCT AND P&R LIST

- 15.1 SUPPLIER shall comply with BRINK's Code of Conduct and P&R List. Any breach of the Code of Conduct shall entitle BRINK to terminate the Contract with immediate effect in accordance with Section 18.1(b). Any breach of the P&R list shall be considered as delivery of faulty products.

16. SUB-CONTRACTORS

- 16.1 SUPPLIER may not appoint sub-contractors for the manufacture of Products, unless SUPPLIER has first obtained BRINK's express approval in writing.
- 16.2 If Supplier has subcontracted certain obligations under a Contract to a certain sub-contractor, SUPPLIER shall still remain primarily responsible to BRINK for the performance of such sub-contractor's obligations and SUPPLIER shall be responsible for the acts or defaults of the sub-contractor, as if they were the acts or defaults of SUPPLIER. SUPPLIER shall ensure that the provisions of Sections 3, 4, 12 and 15 become a part of its agreements with the sub-contractors for all goods or services that are used in the Products.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 If BRINK's purchase of a Product initiates development or design work, any intellectual property rights arising from such work shall become the sole property of BRINK.
- 17.2 Any and all intellectual property rights used or embodied in or used in connection with the Products, included but not limited to patents, patent applications, trademarks, know-how and drawings, shall be the sole property of BRINK and such intellectual property rights may be used by SUPPLIER solely for the purpose of fulfilling its obligations according to any Contract with BRINK.
- 17.3 Unless otherwise agreed, SUPPLIER shall not use any corporate name or trademarks belonging to BRINK or its affiliates. SUPPLIER may not place its own trademark or trade name on the Products, unless BRINK has given its prior written approval.
- 17.4 SUPPLIER shall indemnify, defend and hold BRINK harmless, against any and all claims, including but not limited to claims of BRINK's customers, that Products infringe any patent, copyright, trademark or any other rights as well as against any and all claims of unfair competition or trade secret violations.

18. PREMATURE TERMINATION

- 18.1 Either party is entitled to terminate the Contract with immediate effect and without incurring any liability for compensation due to such termination, if
- (a) the other party enters into composition negotiations, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or
 - (b) the other party commits a material breach of its obligations under the Contract (including but not limited to these Terms and Conditions); and does not undertake complete rectification within thirty (30) days of receipt of written notice to that effect. In the event of a material breach by any of the parties, the other party shall be entitled to recover all reasonable costs and attorneys' fees incurred when enforcing or defending its rights hereunder.

19. LIMITATION OF LIABILITY

- 19.1 Save as otherwise provided for in the Contract or these Terms and Conditions, neither party shall be liable towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.
- 19.2 SUPPLIER's liability for consequential and indirect losses under Sections 6.4 and 8.7 shall be limited to a maximum amount of EUR 5,000,000, except if such losses were caused by SUPPLIER's gross negligence or intentional acts or omissions.

20. MISCELLANEOUS

- 20.1 Neither party may transfer or assign its rights or obligations under a Contract without the written consent of the other party. Notwithstanding the previous sentence, BRINK may transfer or assign such rights and obligations to any other company within the BRINK group of companies, or to any successor by acquisition or merger, without the prior consent of SUPPLIER.

20.2 SUPPLIER acknowledges that it is entering into the Contract only with the contracting BRINK entity and that each BRINK entity is operating on a stand-alone basis, and SUPPLIER further acknowledges and agrees that any claims against BRINK shall only be made against the contracting BRINK entity (or such BRINK entity to which the Contract has been transferred or assigned in accordance with Section 20.1). BRINK expressly disclaims and renounces any form of cross-guaranties or similar intra-group responsibility between the BRINK entities and other entities within the Brink Group worldwide, which SUPPLIER acknowledges by entering into the Contract with the contracting BRINK entity.

20.3 Each party shall keep the other party reasonably informed on all matters that could be considered to be of importance to the parties' performance under the Contract.

21. APPLICABLE LAW; JURISDICTION; ARBITRATION

21.1 All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The language of the arbitration proceedings shall be English. The seat of arbitration shall be Zwolle, the Netherlands.

21.2 The Contract shall be governed by the substantive law of the country where BRINK's principal place of business is situated.

The undersigned hereby accepts BRINK's General Purchasing Terms and Conditions set forth above and confirms that the conditions will apply for all deliveries of Products and Services by the undersigned to BRINK.

Date:

[NAME OF SUPPLIER]

(SIGNATURE)

Brink Group