

## 1. GENERAL and DEFINITIONS

The following definitions shall apply:

<b>Agreement</b>	an agreement between MCI and the Customer relating to the sale and delivery of Goods by MCI;
<b>CISG</b>	the United Nations Convention for the International Sale of Goods;
<b>Conditions</b>	these General Conditions of Sale and Delivery of MCI.
<b>Custom Element</b>	changes in industrial design, graphics (including Customer's name, trademarks or other Customer markings) or product features to the Good specifically for Customer;
<b>Customer</b>	the purchaser of the Goods as defined in the Agreement;
<b>Delivery</b>	the delivery of the Goods and/or the performance of services provided by MCI;
<b>Goods</b>	goods and/or services provided by MCI;
<b>MCI</b>	MCI (Mirror Controls international) Netherlands B.V., a company established in The Netherlands and or any of its affiliates in Europe;
<b>Price</b>	the price of the Goods as stated in the Agreement.

2. The Conditions shall apply to and form part of any (offer or acceptance in respect of an) Agreement, whereby MCI sells the Goods to the Customer, in the broadest sense. The contents of the written acceptance by MCI of an order placed by the Customer constitutes the Agreement between MCI and the Customer. The acceptance by MCI is limited to these Conditions unless it is expressly agreed upon in writing otherwise.

3. These Conditions constitute the final, complete, exclusive and entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding the subject matter of these Conditions. The failure of MCI to enforce at any time any of the provisions of these Conditions shall not be construed to be a waiver of such provisions nor the right of MCI to enforce such provisions in the future. This Agreement may be amended only by written consent of both parties. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

4. At all times, MCI has the right to amend the Conditions. One (1) month after the announcement, the amendments will become effective and will apply to the Agreement. The Customer is entitled to reject the amendments to the Conditions, but only until the moment the amended Conditions have become effective.

5. The applicability of any general terms and conditions of the Customer under whatever name shall not apply to the Agreement, and their applicability is hereby expressly rejected.

## 2. QUOTES

All quotes made by MCI may be withdrawn at any time and will expire in any event sixty (60) days from the date the quote was made unless specifically provided otherwise in writing when the quote was made.

## 3. REPLACEMENT OF NULLIFIED OR VOIDED PROVISIONS

In the event of any provision contained in the Conditions being nullified or voided, the other provisions of the said Conditions shall remain fully in force, whilst MCI and the Customer shall enter into negotiations in order to agree new provisions with respect to the nullified or voided provisions complying as closely as possible with the object and the purport of the nullified or voided provisions and departing as little as possible from the nullified or voided provisions. Furthermore, if any provision of these Conditions is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

## 4. PRICE AND SALES

1. All Prices are exclusive of any sales, use or excise tax imposed with respect to the sale. Any such tax is for the account of the Customer and will be included separately on the invoices.

2. New Prices will be effective as of 1 January of each calendar year, by means of a written notification to the Customer.

3. MCI is entitled to increase the Price in the event supplier materials have increased due to import- or other duties, or the cost of transport have increased since the acceptance by MCI of the order or if the effect of any governmental rule, regulation or decision is to increase the Price. MCI may also increase the Price in the event of any change in the exchange rate between the Euro and the currency in which payment for the Goods will be made or due to raw material price increases. The Customer is not entitled to cancel an order placed and accepted by MCI if any such price increase shall occur.

4. Unless otherwise agreed to in writing, Delivery shall be ExWorks at the relevant MCI plant (ExWorks, IncoTerms 2020) and the packaging is Customer's property. From the moment of Delivery, title and risk of loss or damage shall pass to the Customer.

5. Unless agreed otherwise in writing, the Customer shall promptly collect the Goods or arrange for their collection from MCI once MCI has notified the Customer that the Goods are ready for collection. If the Customer refuses to take prompt Delivery or is negligent in providing necessary information or instructions for Delivery, then the Goods will be stored at the Customer's risk. The Customer shall pay MCI all additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with this neglect or refusal.

## 5. PAYMENT

1. The Customer shall pay the Price. The Price shall be paid under the conditions and within the time period agreed upon between MCI and the Customer. Payment must be made by transfer to or deposit with a bank account as indicated by MCI.

2. Payment by means of a transfer to a bank account shall be deemed to have been made upon crediting of the amount concerned to the bank account of MCI. All costs related to payment into or transfer to a bank account shall be for the account of the Customer.

3. If the Customer does not timely pay any amount owed to MCI, the Customer agrees to pay interest at the rate of 1.5% on all past due payments. The interest shall be paid together with and at the same time as the amount past due. If Customer is late with payments or if MCI has reasonable cause to believe Customer may not be able to pay, then MCI may with written notice, in MCI's sole discretion, undertake any or any combination of the following: (i) stop delivery of all Goods under this Agreement until payment is received; (ii) demand prepayment for purchase orders; or (iii) delay shipments. Customer shall provide all necessary financial information required by MCI in order to make a proper assessment of the creditworthiness of Customer.

4. Each Good shall be subject to a purchase money security interest retained by MCI in the Good(s) until payment in full of the Price for such Good(s) is made. Customer agrees to execute financing statements and other documents as MCI reasonably requests and acknowledges that this document constitutes a proper security agreement to be used in connection with any such financing statement. MCI is authorized to file one or more financing statements relating to all or any part of the Goods without the signature of Customer where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Goods or any part thereof shall be sufficient as a financing statement where permitted by law.

5. If the Customer does not comply with the demand set forth in Article 5 paragraph 4 within seven (7) days, MCI is entitled to terminate the Agreement with immediate effect and without intervention by the courts. The Customer shall be liable for the damages of MCI.

6. The Customer shall be under a duty to reimburse MCI for all costs related to recovery and collection.

## 6. INTELLECTUAL PROPERTY RIGHTS

MCI claims intellectual property rights in the items and information associated with any quotation and any purchase order issued by the Customer resulting from any quotation. Notwithstanding the foregoing, drawings and technical information are issued in confidence for engineering information and mutual assistance purposes only and may not in any way be publicly disseminated, reproduced or used by the Customer without MCI's prior written consent and shall be returned when its purpose has been served or upon MCI's request.

## 7. DELIVERY AND ACCEPTANCE

1. All delivery periods specified by MCI are approximate. To the extent MCI is dependent on any of its Customers in order to comply with the delivery period, the time for the delivery period is specified without any guarantee provided by MCI that such period will be met. Any such time is extended to the extent reasonably necessary. In case of a delay, MCI shall notify the Customer at the earliest opportunity possible by means of a written notification.

2. If the Delivery is deferred, at the Customer's request and approved by MCI, payment of the entire Price shall be due and payable after notification from MCI that the Goods are ready for shipment. The risk of loss shall be for the account of the Customer upon receipt of notification from MCI that the Goods are ready. Reasonable storage costs shall be borne by the Customer.

3. MCI shall retain title to all Goods delivered or to be delivered to the Customer until MCI has received payment in full of the Price of the Goods. The Good(s) delivered by MCI shall be inspected and tested as required by Customer within five (5) business days of receipt at the "ship to" location on the applicable purchase order. If Goods do not conform to the purchase order or the express limited warranty set forth in Article 10 paragraph 1, Customer has the right to reject such Goods during said period. Goods not rejected during said period shall be deemed accepted. Customer may return defective Goods in accordance with the procedures set forth below. Customer shall bear all of the risk of loss, and all costs and expenses, associated with Goods that have been returned to MCI for which there is no defect found.

## 8. SPECIAL ORDERS

In the event the Customer has ordered goods which are not standard Goods of MCI, MCI shall be entitled to deliver to the Customer a number of goods which may be 10% more or 10% less than the number of Goods ordered by the Customer. For special orders, MCI shall charge prices which deviate from the Price set forth in Article 5.

## 9. SPECIAL MOULDS, EQUIPMENT AND/OR TOOLS

In case the Customer has ordered Goods with respect to which MCI must make or use special moulds or tools in order to manufacture the special Goods, the Customer shall bear the hardware costs of the moulds or the special tools, whether or not the moulds or the special tools have been specifically made by MCI. MCI may demand from the Customer to pay in advance the costs related thereto. MCI shall be and shall continue to be the owner of the moulds and tools. The Customer shall not have any right with respect to such moulds or tools.

## 10. DEFECTIVE GOODS

1. For a period of twelve (12) months after the Delivery, MCI agrees to repair or replace, at its option, without charge to the Customer for labour or materials, any defects in material or workmanship in any such good. This warranty is subject to proper storage, installation and operation of the Goods by the Customer under normal circumstances and in accordance with MCI's instructions. This warranty does not cover parts or components of goods which are not manufactured by MCI. In case of any defect in any such parts of components, MCI shall cooperate with the

Customer to obtain the benefits of warranties by manufacturers of such parts of components.

- The warranty specified in Article 10 paragraph 1 above does not apply to defects caused by (i) the Customer when incorporating any of MCI's Goods into a product sold by the Customer, (ii) normal wear and tear, (iii) use for another purpose than the purpose for which the object sold is evidently fit, (iv) any event that cannot be attributed to MCI, or (v) insufficient or negligent maintenance.
- The warranty specified in Article 10 paragraph 1 above shall not apply to sample(s) and prototype(s).
- All Goods replaced pursuant to the warranties specified in Article 10 paragraph 1 shall become the property of MCI and, to the extent wished by MCI, shall be returned to MCI.
- The warranties as specified in Article 10 paragraph 1 are in lieu of all other warranties, expressed or implied, including without limitation implied warranties of fitness for a particular purpose, and all other warranties which extend beyond the description of the warranty herein. All of which other warranties are disclaimed and excluded.

### 11. FORCE MAJEURE

- In the event that either party is prevented from performing or is unable to perform any of its obligations under the Agreement (other than a payment obligation) due to any act of God, acts, orders, or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, materials unavailability, the failure of equipment or tooling provided by Customer except to the extent such failure was caused by Flex, or any other cause beyond the reasonable control of the party invoking this Section (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.
- The Customer may only appeal to Force Majeure if it provides MCI with written notification to that effect as soon as possible after the situation of Force Majeure having become known, and in any event within forty eight (48) hours, and furthermore under submission of the necessary evidence.
- Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

### 12. DEFAULT AND DISSOLUTION

- Any material breach with the obligations on the part of the Customer, shall entitle MCI to dissolve the Agreement without prior reminder or notification of default by means of a written declaration to that effect, and/or to request from the Customer that the latter carry out (part of) the performance for its account or make undone (part of) the completed performance for its own account and at its own risk or condone that MCI and/or a third party perform or make undone (part of) the completed performance for the account and at the risk of the Customer.
- MCI shall be entitled to terminate the Agreement in whole or in part, with immediate effect and without intervention by the courts, by means of a written notification to the Customer, without prejudice to MCI's other rights if (i) any Goods are attached, or (ii) the Customer is being granted temporary or permanent moratorium of payment, or (iii) the Customer has been declared bankrupt, or (iv) if the company of the Customer has been wound up, terminated or in case of change of control, or (v) the Customer fails to offer adequate security for the performance of its obligations.
- In the event of dissolution of the Agreement the Customer shall repay the amounts prepaid to it by MCI under the Agreement within seven (7) calendar days. Failure to do shall oblige the Customer to pay the statutory interest relating to such amount.
- Without prejudice to the provisions of Article 11, MCI shall be entitled to dissolve the Agreement in whole or in part in the event of its regular course of business being interrupted by fire, strikes, sit ins, war or any other cause, including any form of government regulations.

### 13. INDEMNIFICATION

- Indemnification by MCI.** MCI agrees to defend, indemnify and hold harmless, Customer and all directors, officers, employees and agents from and against all claims, actions, losses, expenses, damages or other liabilities, including reasonable attorneys' fees (collectively, "Damages") incurred by or assessed against any of the foregoing, but solely to the extent the same arise out of third-party claims relating to: a) any failure of a Good to comply with any safety standard, but solely to the extent caused by a breach of the warranties set forth in Article 10, b) any actual or threatened injury or damage to any person or property caused, or alleged to be caused, by a Good, but solely to the extent such injury or damage has been caused by the breach by MCI of the warranties set forth in Article 10, c) any infringement of the intellectual property rights of any third party by a Good, except to the extent such claim would not have arisen but for: (1) the incorporation of the Custom Elements into the Good, (2) the combination of the Good with any other product not supplied by MCI, (3) any changes made to the Good other than by MCI. In no event will MCI be liable for any royalties other than a reasonable royalty based upon revenue derived by MCI from Customer from sales of the infringing Good.
- Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless, MCI and its affiliates, and all directors, officers, employees and agents from and against all Damages incurred by or assessed against any of the foregoing to the extent the same arise out of, are in connection with, are caused by or are related to third-party claims relating to: a) any failure of the Custom Element to comply with any safety standard, b) any actual or threatened injury or damage to any person or property caused, or alleged to be caused, by a Custom Element, c) any infringement of the intellectual property rights of any third party by any Custom Element.

### 14. LIMITATION OF LIABILITY

- Except as described in Article 10, the liability of MCI or any third party (the service of which party MCI may use in the performance of its obligations under the agreement with the Customer) arising out of any Goods being sold or repairs made pursuant to the Agreement, including but not limited to any liability for breach of warranty or any of the provisions of the Conditions, shall be limited to replacement or repair of defective Goods of which MCI received written notification in reasonable details as to the nature of the defect.
- MCI shall in no event be liable for consequential damage, in any event including (but not limited to) loss of profit and damage resulting from late Delivery, even if MCI may have been aware of any special considerations or circumstances affecting the Customer.
- If, notwithstanding Article 14 paragraphs 1 and 2 above, MCI or any third party shall be held liable towards the Customer pursuant to provisions of mandatory law, MCI or the respective third party shall not be liable for trading losses or consequential damages, nor shall MCI or the respective third party be liable for damages in so far as such damages exceed the Price.
- The liability limitations set forth in these Conditions shall not apply if the damage was caused intentionally or due to gross negligence of MCI.
- Any claim for damages or for the repair or replacement of the Goods and/or the delivery of the missing part, on whatever basis, as well as any right to dissolve the Agreement, shall lapse if the defect or the damage is reported after one (1) year after the Delivery.
- The Customer shall indemnify and hold MCI, any third party which MCI may use in the performance of its obligations under the Agreement and any affiliate of MCI harmless from any and all claims of third parties including claims for damages inflicted on persons or goods by or in connection with the Agreement or by or in connection with the Goods sold or the use thereof.

### 15. CONFIDENTIALITY

The Customer shall practice confidentiality with respect to the existence and substance of the Agreement between MCI and the Customer and to all know-how and other information and data concerning MCI or its enterprise as well as any of its group companies or their enterprise which come to the Customer's attention in relation to negotiations concerning the conclusion of an Agreement and/or the execution of the Agreement. This

confidentiality duty shall not apply to data and information which already belong to the public domain. The Customer shall oblige in writing any third parties enlisted by it in the execution of the Agreement to a similar confidentiality duty. The Customer shall guarantee that its staff and the aforementioned third parties shall not act in contravention of this confidentiality duty.

### 16. RIGHT TO MAKE CHANGES

MCI reserves the right to amend any changes in details, design or constructions of the Goods without any notification to the Customer. If MCI shall make appreciable changes in details, design or constructions of the Goods, MCI shall inform the Customer by means of a written notification. The Customer is entitled to reject the amendments, within fourteen (14) after the relevant notification.

### 17. ADDITIONAL OBLIGATION OF THE CUSTOMER

The Customer shall use safe operating procedures while building the Goods into its own products, including the use of all requisite safety devices and guards, and the Customer shall maintain the same in proper working order. If the Customer fails to observe the obligations of this Article 17, the Customer agrees to indemnify and hold MCI or any of its affiliates harmless from any liability or obligation incurred by MCI to persons injured directly or indirectly in connection with the operation of the Goods. The foregoing indemnification shall in no event be deemed to have expanded MCI's liability for the Goods. If the Customer sells a product in which any of MCI's Goods has been incorporated, the Customer is obliged to enter into an agreement with its customers with respect to the obligations set forth in this Article 17.

### 18. GOVERNING LAW AND CHOICE OF FORUM

- All Agreements shall be governed by and construed in accordance with the laws of The Netherlands.
  - The applicability of the CISG is hereby expressly excluded.
  - The applicability of the 1980 United Nations Treaty on International Purchase Agreements Relating to Moveable Goods is hereby expressly excluded.
  - All disputes between MCI and the Customer pursuant or relating to the Agreement shall in first instance be submitted to the competent court in Utrecht, the Netherlands, without prejudice to MCI's right to initiate proceedings against the Customer before the court in its place of residence and/or establishment. Each party shall pay their own expenses in connection with the resolution of disputes pursuant to this Article 18, including reasonable attorneys' fees. Notwithstanding the foregoing sentence, should any party institute any legal action or administrative proceeding against the other by any method other than set forth in this Article 18, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses, and attorneys' fees incurred as a result of such action.
5. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.