

INEOS AUTOMOTIVE LIMITED – TOOLING TERMS AND CONDITIONS

1. APPLICATION OF TERMS

- a. These terms and conditions (the “**Terms and Conditions**”) are incorporated into the Order together with any relevant specification, written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (together the “**Agreement**”) and shall apply to the exclusion of any acknowledgment, invoice or terms of any other document which may be issued by the Supplier. They supersede any previously issued terms and conditions of purchase or supply.
- b. The Order issued by INEOS to the Supplier shall be an offer to purchase the Product (as defined below) subject to these Terms and Conditions. The Order may be withdrawn or amended by INEOS at any time before express or deemed acceptance by the Supplier.
- c. Acceptance of the Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which INEOS reasonably considers is consistent with acceptance of the Order. The Agreement is formed on the date of acceptance by the Supplier and such date shall be the “**Effective Date**”.
- d. If there is any conflict or inconsistency between or within these Terms and Conditions and the Order, the Order shall prevail to the extent necessary to resolve such conflict or inconsistency.

2. DEFINITIONS AND INTERPRETATION

- a. The following definitions unless otherwise expressly defined or the context otherwise requires:

“ Affiliates ”	any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;
“ Agreed Change ”	has the meaning given in clause 8.c;
“ Applicable Law ”	means, in respect of the Agreement, all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of their source), including judicial or administrative interpretation thereof, in force from time to time;
“ Associated Persons ”	means, in respect of a Party:, (i) each of Party’s directors, officers, employees or authorised representatives; (ii) any person for whose acts that Party may be vicariously liable; and (iii) any other person that acts for, or on behalf of, that Party or provides services for, or on behalf of, that Party, in each case, whilst acting in their capacity as such;
“ Background IP ”	means any IP owned by or licensed to a Party, except Tooling IP;
“ Bribery Act ”	means the UK Bribery Act 2010 and any regulations issued thereunder (as amended or re-enacted from time to time);

“ Business Day ”	means a day, other than a Saturday or Sunday, on which banks are open for business in London;
“ Change Request ”	has the meaning given in clause 8.b;
“ Commencement Date ”	means the date on which this Agreement comes into force, as set out in the relevant Order;
“ Control ”	means, in relation to any person, the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of that person, whether through the ownership of securities, by contract or otherwise and includes where a person owns more than fifty per cent. (50%) of the voting rights (whether by way of securities, partnership interest, under a shareholders’ agreement or otherwise) held in another person and the term “ Controlled ” shall be construed accordingly;
“ Effective Date ”	has the meaning given in clause 1.c;
“ EU Machinery Directive ”	means Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, and amending Directive 95/16/EC;
“ Force Majeure ”	means an event or circumstance that is beyond the control of that Party, and which by its nature could not have been foreseen by such Party, save that shortage of labour, materials or utilities, breakdown of machinery or delays by subcontractors or suppliers shall not constitute Force Majeure unless they are caused by circumstances which are themselves beyond the control of that Party, and which by their nature could not have been foreseen by such Party;
“ Good Working Order ”	means fit for purpose, in suitable condition to perform the Supplier’s obligations under the Agreement and not requiring repair, replacement or Maintenance;
“ INEOS ”	means INEOS Automotive Limited, a company incorporated in England with company number 11201576, whose registered office is at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom;
“ Intellectual Property ” or “ IP ”	means patents, registered designs, trade marks, service marks, domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings,

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	computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world, in each case, whether registered or not and including applications for any such;	"Term"	means the period beginning with the Commencement Date and until the expiry or termination of this Agreement in accordance with its terms;
"Legislation"	has the meaning given in clause 14.a.i;	"Tooling"	means any and all tools, jigs, gauges, fixtures, dies, moulds, forming tools, separating tools, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Products;
"Maintenance"	means the servicing and maintenance of the Tooling;	"Tooling Concept"	means the requirements, proposed by the Supplier and approved by INEOS, for the manufacture or other procurement of Tooling (including jigs, gauges, moulds, dies, forming tools and separating tools) by the Supplier for INEOS as amended from time to time by the express agreement of the Parties;
"Modern Slavery"	has the meaning given in clause 15.a.i;	"Tooling IP"	means all IP relating to the Tooling (including any tool models and tool prints) and all IP which is created as a result of the Works or any other services undertaken under, or in connection with, the Agreement by the Supplier, its suppliers, subcontractors or agents;
"Necessary Consents"	means any accreditation, authorisation, certificate, clearance, consent, exemption, licence, notarisation, permit, permission, power, ruling or other approval required for, or in connection with, the performance by the Supplier of its obligations under the Agreement;	"Vehicle"	means any motor vehicle manufactured or to be manufactured by INEOS and/or its Affiliates, and "Vehicles" shall be construed accordingly; and
"Non-conforming Tooling Item"	means an item of Tooling which is not: (i) fit for the purpose of being used in the manufacturing process of the relevant Product; and/or (ii) in Good Working Order;	"Works"	means: (i) the manufacture or other procurement of the Tooling (including the production of any samples); (ii) the Maintenance; and/or (iii) any repair, replacement, refurbishment, alteration or modification of any item of Tooling.
"Order"	means the relevant purchase or release order for the Works made by INEOS to the Supplier;		
"Party"	means INEOS or the Supplier, as applicable, and "Parties" shall be construed accordingly;		
"Price"	has the meaning given in clause 4.a;		
"Products"	means any parts, systems, components or raw material incorporated into the Vehicle;		
"Records"	has the meaning given in clause 18.a.i;		
"Supplier"	means the legal entity or person engaged to supply the Tooling hereunder as set out in the Order;		
"Supplier's Insurances"	has the meaning given in clause 17.a;		
"Technical Information"	means, in respect of an item of Tooling, any technical information (including engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information, in each case relating to the relevant item of Tooling) required for the installation and use of the relevant item of Tooling;		

- b. In construing the Agreement, unless otherwise specified:
- headings and titles are for convenience only and shall not affect the validity, construction or interpretation of the Agreement;
 - words defined in the singular shall include the plural and vice versa;
 - references to any statute or statutory provision or regulation includes reference to it as amended or re-enacted and all subordinate legislation made under that statute or statutory provision;
 - references to the word "includes" or "including" are to be construed without limitation;
 - any reference to a Party or any other person includes its successors in title, permitted assigns and permitted transferees;

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- vi. a reference to a person includes an individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality); and
- vii. references to writing include any modes of reproducing words in a legible and non-transitory form.

3. GENERAL OBLIGATIONS

- a. The Supplier warrants and undertakes that:
 - i. in the performance of its obligations under the Agreement it shall exercise all the reasonable skill, care and diligence to be expected of a company with Supplier's expertise and experience working on projects of a similar size, scope and value; and
 - ii. the Works (and each item of Tooling and/or replacement Tooling) shall: (A) conform to the requirements set out in the Tooling Concept (if applicable); (B) be fit for the purpose of being used in the manufacturing process of the relevant Product; and (C) be in Good Working Order.
- b. The Supplier shall:
 - i. carry out the Works in accordance with the terms of the Agreement and the timeline set out in the Order or otherwise agreed in writing between the Parties from time to time;
 - ii. perform its obligations under the Agreement in compliance with, and shall procure that each of its subcontractors and suppliers comply with: (A) Applicable Law; (B) IATF 16949:2016 and VDA 6.4 or equivalent as updated from time to time; (C) the EU Machinery Directive; and (D) the Necessary Consents;
 - iii. in respect of the Tooling:
 - (A) (to the extent applicable) paint the casing of each item of Tooling in RAL 3020 red;
 - (B) label each item of Tooling;
 - (C) provide to INEOS an instruction manual for each item of Tooling; and
 - (D) provide to INEOS all applicable health, safety and environment information in respect of each item of Tooling,
 in each case as required by the EU Machinery Directive;
 - iv. provide to INEOS a risk assessment in respect of each item of Tooling in accordance with ISO 12100:2010;
 - v. comply with INEOS' reasonable instructions in all matters relating to the Works;
 - vi. observe all health and safety rules and regulations and any other security requirements that apply at any of INEOS' premises;

- vii. not do or omit to do anything which may cause INEOS to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

- viii. conduct its business in a manner that is consistent with all Applicable Law.

- c. The Supplier shall, at its own expense obtain and maintain all Necessary Consents in respect of the Tooling.

4. PAYMENT

- a. Subject to clause 4.e, the price for the Works shall be set out in the Order and unless otherwise agreed in writing, shall include all duties, levies, freight, carriage, insurance and packaging charges but shall exclude VAT or any other similar tax payable in INEOS' jurisdiction (the "Price").
- b. The Price for the Works shall be the full and exclusive remuneration of the Supplier in respect of the Works and shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the Works. No extra charges shall be effective unless agreed in writing and signed by INEOS.
- c. Unless otherwise agreed, the Supplier shall submit three invoices to INEOS for the Works as follows:
 - i. in respect of Tooling during serial supply, (A) thirty per cent. (30%) upon the Supplier receiving INEOS' Order; (B) fifty per cent. (50%) upon the Supplier submitting the first good parts off the Tooling to INEOS' satisfaction; and (C) twenty per cent. (20%) following the Supplier submitting the first approved parts to INEOS and INEOS issuing its final parts approval of such (PPAP); and
 - ii. in respect of prototype Tooling, (A) forty per cent. (40%) upon the Supplier receiving INEOS' Order; (B) forty per cent. (40%) upon the Supplier submitting the first good parts off the Tooling to INEOS' satisfaction; and (C) twenty per cent. (20%) following the Supplier submitting the first approved parts to INEOS and INEOS issuing its final parts approval of such (PPAP).

Each invoice shall include such supporting information required by INEOS to verify the accuracy of the invoice, including the relevant purchase order number.

- d. Unless otherwise agreed, INEOS shall pay each validly submitted invoice within sixty (60) days from the end of the month in which INEOS received such invoice. The Supplier hereby agrees to accept payment by electronic transfer of funds and shall provide the necessary details for such in any invoice submitted to INEOS.
- e. In the event the total price for the Works has not yet been agreed by the Parties, the Price payable by INEOS is not to exceed the amount stated in the Order and will be subject to adjustment on final technical concept and/or specification approval by INEOS.
- f. As part of final technical concept and/or specification approval, INEOS may require:
 - i. all Technical Information and/or information related to the equipment used for the manufacture of the Tooling;

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- ii. the ability to input into the Tooling Concept, and/or selection of the equipment used for manufacture of the Tooling, and
- iii. the ability to negotiate pricing with any relevant sub-supplier or manufacturer of the Tooling and/or the equipment used for its manufacture.
- g. The Supplier shall not suspend performance of the Works as a result of any sums payable being outstanding.

5. OWNERSHIP AND USE OF TOOLING

- a. The Supplier shall procure that legal and equitable title to each item of Tooling shall pass from the Supplier to INEOS free from liens and other encumbrances or claims upon payment by INEOS to the Supplier of the agreed price for the relevant item of Tooling.
- b. Risk of damage or loss in respect of each item of Tooling shall remain at all times with the Supplier for as long as such item of Tooling is within the Supplier's power, possession or control, and shall only pass from the Supplier to INEOS on INEOS taking physical possession of the relevant item of Tooling in accordance with the terms of the Agreement.
- c. The Supplier shall ensure that each item of Tooling is clearly and permanently marked as INEOS' property including: (i) the tool number for the relevant item of Tooling (such tool number to be provided by INEOS); and (ii) such other details as INEOS may reasonably specify from time to time.
- d. The Supplier shall, as soon as is reasonably practicable following a request from INEOS at any time, provide to INEOS a photograph in digital form of each item of Tooling and each such photograph shall clearly show the markings required by clause 5.c.
- e. The Supplier shall notify INEOS of any lien or other encumbrances, or other claims upon title, in respect of any item of Tooling promptly (and in any event, within five calendar days) after the Supplier becomes aware of the same.
- f. INEOS hereby grants the Supplier a right to use any item of Tooling solely for the purpose of manufacturing the Product and the Supplier shall not use any item of Tooling for any other purpose without the express prior written approval of INEOS.

6. POSSESSION, MAINTENANCE AND ACCESS

- a. The Supplier shall, unless expressly approved by INEOS in writing or following delivery or removal of the relevant item by INEOS in accordance with clause 7 (*Delivery or Removal of Tooling*), keep all items of Tooling in the Supplier's possession and under the Supplier's exclusive control at the Supplier's facilities.
- b. The Supplier shall, at the Supplier's sole cost and expense carry out the Maintenance on all items of Tooling to ensure that such items of Tooling are in Good Working Order at all times.
- c. The Supplier shall give INEOS reasonable prior notice of any foreseeable Maintenance of any item of Tooling.
- d. The Supplier shall notify INEOS of any damage or loss in respect of any item of Tooling promptly after the Supplier becomes aware of such damage or loss.
- e. If, prior to an item of Tooling being delivered to INEOS or removed by INEOS under clause 7 (*Delivery or Removal of Tooling*), the

relevant item of Tooling requires repair or refurbishment to ensure that it is in Good Working Order, then the Supplier shall promptly, at the Supplier's sole cost and expense, carry out such repair or refurbishment.

- f. If, prior to an item of Tooling being delivered to INEOS or removed by INEOS under clause 7 (*Delivery or Removal of Tooling*), the relevant item of Tooling is no longer: (i) fit for the purpose of being used in the manufacturing process of the relevant Product; and/or (ii) in Good Working Order, and cannot be repaired or refurbished in accordance with clause 6.e, then if such unfitness is caused:

- i. in whole or in part by the Supplier's negligence or the breach of any term of the Agreement by the Supplier, the Supplier shall replace the relevant item of Tooling at the Supplier's sole cost and expense; or
- ii. solely by normal wear and tear, the Supplier shall notify INEOS of such unfitness and, as soon as is reasonably practicable following such notice, the Parties shall discuss in good faith the replacement of the relevant item of Tooling with a view to agreeing the terms of such replacement including the allocation of the cost and expenses of replacement.

- g. The Supplier shall, if requested by INEOS and at the Supplier's sole cost and expense: (i) permit and arrange for INEOS to enter the any facilities at which the Works are carried out and/or Tooling is kept and/or stored as soon as is reasonably practicable following the relevant request and at reasonable times, to inspect or test such facilities or any item of Tooling, materials or property of INEOS held at such facilities; and (ii) provide such support (including the use of labour and/or machinery) as is reasonably required by INEOS in connection with the relevant inspection or test.

7. DELIVERY OR REMOVAL OF TOOLING

- a. INEOS has the right to take sole, unencumbered, unqualified, and absolute possession of any item of Tooling for which title has passed to INEOS in accordance with clause 5.a.
- b. INEOS may at any time notify the Supplier that INEOS wishes the Supplier to deliver any item of Tooling to INEOS and shall include in such notice details of the time and location for such delivery and the terms applying to such delivery. The Supplier shall deliver the relevant item of Tooling to INEOS in accordance with the delivery terms specified in the relevant notice.
- c. INEOS may, at any time notify the Supplier that INEOS wishes to enter the facilities at which any item of Tooling is kept and/or stored and remove such item of Tooling in which case the Supplier shall: (i) permit and arrange for INEOS to enter the relevant facilities and remove the relevant item of Tooling; and (ii) provide such support (including the use of labour and/or machinery) as is reasonably required by INEOS in connection with the removal of the relevant item of Tooling.

8. MODIFICATIONS

- a. The Supplier shall not make any alteration or modification to any item of Tooling without the express prior written approval of INEOS.
- b. Subject to clause 8.c INEOS may, without invalidating the Agreement, issue instructions to the Supplier requiring modifications, substitutions or any other alterations to any aspect of

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the Works, and/or changes in the sequence of, and/or the timeline of the Works agreed between the Parties (a “**Change Request**”).

- c. The Parties shall endeavour to agree the time and cost impact of any Change Request prior to the Supplier carrying out any such Change Request pursuant to clause 8.b, failing which, INEOS shall conduct the time and cost evaluation of any Change Request on a fair and reasonable basis. Following such evaluation of the time and cost impact of a Change Request in accordance with this clause 8.c, the Change Request shall be an “**Agreed Change**”. Any Change Request shall only be binding on the Parties once it is an Agreed Change in accordance with this clause 8.c.
- d. The Supplier shall not be entitled to receive any additional cost from INEOS and/or an extension of time where such Change Request was issued as a result of the Supplier’s failure to comply with the terms of the Agreement.

9. NON-CONFORMING TOOLING ITEMS

- a. If any item of Tooling delivered to INEOS or removed in accordance with clause 7 (*Delivery or Removal of Tooling*) is a Non-conforming Tooling Item, then INEOS shall notify the Supplier as soon as is reasonably practicable after discovering such non-conformity and may request that the Supplier replaces, repairs, modifies or reinstates, in each case at the Supplier’s sole cost and expense, the relevant item of Tooling so that it is: (i) fit for the purpose of being used in the manufacturing process of the relevant Product; and (ii) in Good Working Order.
- b. The Supplier may (at its own expense) inspect the relevant item of Tooling within ten (10) Business Days of the relevant notice from INEOS under clause 9.a and INEOS shall permit the Supplier to carry out any such inspection.
- c. If: (i) in INEOS’ reasonable opinion the relevant Non-conforming Tooling Item cannot be repaired, replaced, modified or reinstated; (ii) the Supplier fails to repair, replace, modify or reinstate the relevant Non-conforming Tooling Item within a reasonable period; or (iii) any such replacement, repair, modification or reinstatement may cause disruption to INEOS’ operations, then in any such case INEOS may:
 - i. return the Non-conforming Tooling Item to the Supplier at the Supplier’s risk, following which the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the relevant Non-conforming Tooling Item and any costs incurred by INEOS in returning the relevant Non-conforming Tooling Item; or
 - ii. carry out, or procure that a third party carries out, such works as may be necessary to ensure the relevant Non-conforming Tooling Item is: (i) fit for the purpose of being used in the manufacturing process of the relevant Product; and (ii) in Good Working Order, and the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the costs and expenses incurred by INEOS in carrying out, or engaging a third party to carry out, such works.
- d. If a Non-conforming Tooling Item is replaced by the Supplier under clause 9.a, then the Supplier shall procure that legal and equitable title to the relevant replacement item of Tooling shall pass from the Supplier to INEOS free from liens and other encumbrances or claims immediately upon such item of Tooling being manufactured or otherwise procured.

10. CONFIDENTIALITY

- a. Each Party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other Party concerning the business or affairs of the other Party or any of its affiliates, including information relating to a Party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (“**Confidential Information**”), except to the extent permitted by clause 10.b.
- b. Each Party may disclose the other Party’s Confidential Information:
 - i. to its (and in the case of INEOS, its Affiliates’) Associated Persons who need to know such information for the purposes of carrying out the disclosing Party’s obligations under the Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Associated Persons are bound by confidentiality obligations equivalent to those contained in this clause 10 (*Confidentiality*). The disclosing Party shall be responsible for its Associated Persons’ compliance with the confidentiality obligations set out in this clause 10 (*Confidentiality*);
 - ii. as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the disclosing Party is subject or submits; and
 - iii. to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this clause 10 (*Confidentiality*).
- c. On termination or expiry of the Agreement, each Party shall promptly destroy or return to the other Party the Confidential Information relating to the other Party and any records or copies of the same in whatever form.
- d. Each Party acknowledges that damages alone may not be an adequate remedy for breach of this clause 10 (*Confidentiality*) and that equitable relief may be a more appropriate remedy, without prejudice to any other rights or remedies the applicant Party may have.
- e. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of this clause 10 (*Confidentiality*) by the Supplier.

11. TECHNICAL INFORMATION

- a. The Supplier shall, contemporaneously with the delivery or removal of any item of Tooling under the Agreement, provide INEOS with all Technical Information for that item of Tooling in such a format as may be specified by INEOS from time to time or, if INEOS does not so specify a format, in such a format as is reasonable for the provision of such information.

12. INTELLECTUAL PROPERTY

- a. Nothing in the Agreement shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in the Agreement.

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- b. All Tooling IP shall, as of its creation, vest in and become the absolute property of INEOS. The Supplier shall transfer, or shall ensure the transfer of, any Tooling IP to INEOS with full title guarantee and the Supplier shall take all necessary actions, or shall ensure that the necessary actions are taken (including signing any documents), to ensure that such Tooling IP vests in full with INEOS in accordance with this clause 12.b.
- c. The Supplier shall, as soon as is reasonably practicable following: (i) a request from INEOS at any time; or (ii) expiry or termination of the Agreement, provide a copy of all Tooling IP to INEOS in such a format as INEOS may specify.
- d. Subject to the Supplier having complied with its obligations under clause 12.b, INEOS grants to the Supplier for the Term, a non-exclusive and irrevocable (in each case during the Term), non-transferable, personal licence to use INEOS' IP (including the Tooling IP) to the only extent necessary for fulfilling the Supplier's obligations under the Agreement.
- e. The Supplier shall, in using any of INEOS' IP in accordance with clause 12.d, comply with any guidelines (including branding guidelines) provided by INEOS to the Supplier, or posted by INEOS on its website, from time to time.
- f. The Supplier shall not assist any other person to do or omit to do anything to diminish the IP belonging to, or provided to the Supplier by, INEOS or impair any registration of such IP.
- g. The Supplier represents and warrants to INEOS that the Tooling, and the use of the Tooling by INEOS and any subsequent owner of the Tooling, shall not infringe any third-party IP. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of the foregoing warranty. Upon reasonable request in writing, the Supplier shall provide to INEOS all information in its possession on licences by third parties to the Supplier where the Supplier uses the third-party IP in order to manufacture the Tooling.
- ii. becomes insolvent, or (in the reasonable opinion of the other Party) is not able to pay its debts, or passes a resolution for winding-up its business, or a court makes an order to wind up the business (in either case other than for the purposes of a solvent reorganisation), or has a receiver, manager or administrator appointed over all or any of its assets or makes any arrangement with or for the benefit of its creditors.
- d. INEOS (without prejudice to its other rights) may immediately terminate the Agreement at any time for convenience by giving written notice to the Supplier and shall have no further liability to the Supplier other than the payment of a reasonable sum to Supplier for any Works already completed (provided the Supplier has taken steps to minimise costs).
- e. On any suspension, termination or expiration of the Agreement:
 - i. the Supplier shall:
 - (A) to the extent and at the times specified by INEOS, stop Works (or part thereof) and incur no further costs;
 - (B) promptly deliver to INEOS all Technical Information whether or not then-complete;
 - (C) promptly deliver to INEOS a copy of all Tooling IP; and
 - (D) promptly return all materials supplied by INEOS to the Supplier in connection with the Agreement; and
 - ii. all rights and licences granted by INEOS pursuant to the Agreement shall cease, save to the extent required to enable the Supplier to fulfil any obligations under the Agreement which survive termination or expiry of the Agreement.
- f. Termination or expiry of the Agreement shall not affect the Parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. Clauses which expressly or by implication survive expiry or termination of the Agreement shall continue in full force and effect.

13. SUSPENSION AND TERMINATION

- a. INEOS may at any time by notice in writing to the Supplier require the Supplier to suspend the performance of all or any part of the Works, in which event INEOS shall pay to the Supplier any instalment of the Price due and unpaid as at the date of such suspension.
- b. INEOS may, by notice to the Supplier at any time after a suspension of the performance of the Works, require the Supplier to resume the performance of the Works, in which event the Supplier shall promptly resume such performance and/or supply and any payment made to the Supplier pursuant to clause 13.ashall constitute a payment on account towards any future amounts to be paid to the Supplier.
- c. Without prejudice to any other right or remedy available, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party:
 - i. commits a material breach (or a series of persistent minor breaches which, when taken together, amount to a material breach) of the Agreement that is incapable of remedy or, if capable of remedy, has not been remedied within ten (10) Business Days from having been provided with reasonable details by the other Party of such breach; or

14. ANTI-BRIBERY AND CORRUPTION

- a. The Supplier warrants and undertakes to INEOS that in connection with the entry into, and performance of its obligations under, the Agreement or in any dealing relating to INEOS:
 - i. it shall not commit any offence under all applicable anti-money laundering legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002), sanctions and anti-corruption legislation (including the Bribery Act) (the "Legislation") and it shall not, and shall procure that its Associated Persons shall not, engage in any activity, practice or conduct which would otherwise constitute an offence under the Legislation;
 - ii. in the event that the Supplier becomes aware of: (i) any bribery or fraudulent or dishonest activity by it or its Associated Persons; (ii) any breach of this clause 14 (*Anti-Bribery and Corruption*) by the Supplier or its Associated Persons; or (iii) any facts, matters or circumstances that could give rise to a reasonable suspicion of (i) or (ii), it shall

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immediately notify INEOS in writing and shall cooperate fully with INEOS in an investigation of such bribery or fraudulent or dishonest activity or such breach;

- iii. it has and shall maintain in place adequate procedures, as referred to in section 7(2) of the Bribery Act (and any guidance issued from time to time by the Secretary of State under section 9 of the Bribery Act), designed to prevent Associated Persons from undertaking any conduct which would constitute an offence under the Bribery Act;
- iv. it shall procure that its Associated Persons adhere to the obligations as are placed on the Supplier under this clause 14 (*Anti-Bribery and Corruption*) as if such Associated Persons were parties hereto and procure that any Associated Person appointed by the Supplier in connection with the Agreement shall give undertakings in the same form as set out in clauses 14.a.i, 14.a.ii and 14.a.iii for the direct benefit of INEOS; and
- v. it shall, from time to time, at the reasonable request of INEOS, confirm in writing that the Supplier has complied with its obligations under this clause 14 (*Anti-Bribery and Corruption*) and shall provide any information reasonably requested by INEOS in support of such compliance.

- b. To the extent permitted by Applicable Law, the Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach by the Supplier of its warranties and undertakings in clause 14.a.

15. ANTI-SLAVERY AND HUMAN TRAFFICKING

- a. The Supplier shall:
 - i. ensure that it, and its Associated Persons, shall not employ or use any form of forced, bonded or compulsory labour or other forms of slavery or human trafficking ("**Modern Slavery**");
 - ii. take appropriate steps to ensure that there is no form of Modern Slavery employed or used within its business or in its supply chains or the business or supply chains of its Associated Persons;
 - iii. ensure that it, and its Associated Persons, co-operates with any compliance audit or investigation by INEOS and provide all reasonable information and assistance requested upon an investigation or inquiry directed to INEOS in respect of matters relating to Modern Slavery; and
 - iv. promptly inform INEOS if the Supplier becomes aware of any breach of this clause 15 (*Anti-Slavery and Human Trafficking*).
- b. The Supplier warrants that neither it, nor any of its Associated Persons, employs or uses any form of Modern Slavery and has taken appropriate steps to ensure that there is no form of Modern Slavery employed or used within its business or in its supply chains.

16. LIABILITY

Nothing in the Agreement shall limit or exclude the liability of either Party for:

- i. death or personal injury resulting from negligence;
- ii. fraud or fraudulent misrepresentation; or
- iii. any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

17. INSURANCE

- a. The Supplier undertakes to take out and maintain at all times during the term of the Agreement and for a period of six (6) years thereafter (at its own cost) insurance for all items of Tooling (excluding any items of Tooling delivered to or removed by INEOS in accordance with the terms of the Agreement) for the full replacement value of the relevant items of Tooling and such other insurances as required by Applicable Law from time to time (the "**Supplier's Insurances**").
- b. The Supplier shall, at INEOS' request from time to time, provide to INEOS such documents and/or information relating to any Supplier's Insurance as INEOS may require including certificates of insurance and receipts or other evidence of premiums paid.
- c. The Supplier shall procure that the Supplier's Insurances in respect of Tooling shall each name INEOS as a loss payee.
- d. Nothing contained within this clause 17 (*Insurance*) shall limit or reduce the Supplier's liability under or in connection with the Agreement.

18. RECORDS AND QUALITY MANAGEMENT

- a. The Supplier shall:
 - i. keep accurate and complete records in respect of the performance of the Supplier's obligations under the Agreement and any payment made to the Supplier and any claim made by the Supplier, in each case in connection with the Agreement ("**Records**") and retain such Records for a period of not less than fifteen (15) years commencing on the date that is the day after the last delivery of Tooling to INEOS under the Agreement; and
 - ii. implement (or if already implemented, maintain) and operate a quality management system in accordance with IATF 16949:2016 and VDA 6.4 including in respect of the control of information relating to the performance of the Supplier's obligations under the Agreement.
- b. The Supplier shall, at the reasonable request of INEOS from time to time, provide to INEOS quality management information in respect of the performance of the Supplier's obligations under the Agreement.
- c. If requested by INEOS from time to time, the Supplier shall permit INEOS to examine its Records to the extent necessary to verify the performance of the Supplier's obligations under the Agreement. Any such examination shall be made at INEOS' expense by an independent auditor appointed by INEOS provided that, if the audit reveals that the Supplier has not complied with the requirements of the Agreement, then such costs shall be borne by the Supplier and the Supplier shall pay INEOS such amount as will reimburse INEOS

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for any costs and expenses incurred in connection with the relevant examination. Any examination under this clause 18.c shall be conducted during working hours and upon reasonable prior written notice to the Supplier.

19. FORCE MAJEURE

- a. Neither Party shall be liable to the other for any default, delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by Force Majeure, provided that Supplier shall use all reasonable endeavours to minimise the effects of Force Majeure and to resume performance of the Agreement.
- b. If an event of Force Majeure prevents the Supplier from carrying out any of its obligations under the Agreement for a continuous period of more than five (5) days, INEOS may terminate the Agreement (in whole or in part) immediately by giving written notice to the Supplier.

20. RELATIONSHIP AND AUTHORITY OF PARTIES

The Supplier and INEOS are independent contracting parties and nothing in the Agreement shall make either Party the agent or legal representative of the other for any purpose whatsoever and nothing in the Agreement grants either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

21. AMENDMENT AND WAIVER

Except as expressly stated otherwise in the Agreement, the Agreement may be amended, and the terms may be waived, only by written agreement of the Parties, or in respect of a waiver, by the Party waiving its rights under the Agreement.

22. SEVERABILITY

If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Agreement, and, in such event, the Parties shall use reasonable endeavours to revise the relevant illegal, invalid or unenforceable provision(s) of the Agreement in good faith so as to give effect as closely as possible to the original intentions of the Parties in a manner that is compatible with Applicable Law.

23. ASSIGNMENT AND TRANSFER

- a. The Supplier shall not:
 - i. assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, the Agreement; or
 - ii. novate to any person all or any of its rights and obligations under the Agreement, or otherwise transfer to any person all or any of its rights or obligations under the Agreement,

in each case, without INEOS' express written approval.

- b. INEOS may, without requiring the approval of the Supplier, assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, the Agreement.
- c. INEOS may novate to any person all or any of its rights or obligations under the Agreement and the Supplier shall, within ten (10) Business Days of a request to do so by INEOS, enter into a deed of novation in a form reasonably proposed by INEOS with the effect of novating the Agreement to such person.

24. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25. THIRD PARTY RIGHTS

A person who is not a Party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement.

26. NOTICES

Notices shall be sent by first-class post to the Parties' registered offices and shall be deemed to have been delivered two (2) business days after posting (UK) or 5 business days after posting (outside of UK).

27. GOVERNING LAW, JURISDICTION AND DISPUTES

The construction, validity and performance of the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales and the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales; however, nothing in the Agreement shall prevent a Party from applying to any court of competent jurisdiction for interim relief and/or conservatory measures.

