

Sensirion Automotive Solutions AG

General Terms and Conditions of Purchase

1. Scope

1.1 Unless otherwise agreed upon in writing with Sensirion Automotive Solutions AG (hereinafter referred to as "Sensirion"), these General Terms and Conditions of Purchase shall apply to all purchases made by any Sensirion affiliate whether be for tools, machines or equipment, goods, products, parts, raw materials, other materials, work or services (the "Supply", or the "Supplies"). These General Terms and Conditions of Purchase shall override any contrary different or additional terms and conditions (if any) contained, or referred to, in any offer, order acceptance or other document or correspondence from or by the Supplier, and no addition, alteration or substitution of these terms will bind Sensirion or form part of any contract unless it is expressly accepted in writing and signed by a person authorized to sign on Sensirion's behalf. Sensirion's acceptance or payment of Supplies does not constitute agreement. By accepting Sensirion's order, Supplier agrees to be bound by these Sensirion General Terms and Conditions of Purchase.

2. Orders

2.1 Orders and order releases as well as modifications and supplements thereto must be placed and made in writing. Any forecasts provided by Sensirion are for planning purposes only and do not constitute a release or other commitment by Sensirion.

2.2 Sensirion may cancel or postpone any order in part or in whole, without becoming subject to any cancellation fee or other liability, at any time prior to shipment by Supplier by providing Supplier with notice of such cancellation.

2.3 For machinery equipment or customized parts, Sensirion may cancel or terminate any order or the contract at any time for convenience. The Supplier shall provide proof of the reasonable expenses which it had to incur to fulfill its obligations up to the date of cancellation/termination. Sensirion shall to the exclusion of any other claim of the Supplier reimburse such costs, provided that (i) Supplier provides a detailed list of such costs immediately after Sensirion's cancellation or termination and (ii) Sensirion does not allow the Supplies to be sold to third parties upon Supplier's request. Supplier shall not be paid for any work done after receipt of the notice of cancellation or termination, nor any costs incurred by Supplier, its suppliers or subcontractors, which Supplier could reasonably have avoided. Under the same conditions, Sensirion shall have the right to postpone any order. In such case, Sensirion will cover reasonable storage costs for customized machinery equipment. For the avoidance of doubt, Sensirion may – without prejudice to any other rights or remedies Sensirion may have and without liability to Supplier or cost reimbursement - terminate the contract and orders (in whole or in part) at any time for cause by giving written notice to Supplier.

2.4 For orders, order releases, order acceptances, order cancellations and postponements, the written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.

2.5 The contract shall be deemed to be concluded upon Supplier's acceptance, performance or commencement of execution of the order, whichever occurs first. The contract shall consist of the order and these Sensirion General Terms and Conditions of Purchase. Additional or different terms on

Supplier's form are objected to and rejected.

- 2.6 The Supplier is in all events solely and without restriction responsible for the procurement of the subcontracted supplies and services required for the ordered Supplies.

3. **Prices**

- 3.1 Unless otherwise agreed, all prices shall be net "Delivered at Place" (DAP Incoterms 2010) including packaging. Place shall be Sensirion's designated location.
- 3.2 Cost estimates and offers are maximum prices and shall be the maximum sum which Sensirion owes to Supplier for fulfilment of the contract. The price shall include all taxes, duties, fees and charges as well as all services required, whether or not such taxes, etc., and services are expressly specified in the contract. Supplier warrants that the prices shown in the cost estimates or offers shall be complete and no additional charges shall be added without Sensirion's express written consent. If applicable, the value-added taxes shall be invoiced separately by the Supplier and paid by Sensirion to the Supplier. Supplier warrants that the prices for the Supplies are not less favorable than those currently extended to any other customer for the same or similar Supply in similar quantities. At Sensirion's request, prices may be modified pursuant to periodic negotiations between the parties. Notwithstanding such periodic negotiations, under no circumstances shall such negotiated price exceed the price set forth in the previous time period.
- 3.3 Payment shall be effected within 60 days net after receipt of the Supplier's invoice following transfer of risk (see article 7.1). A delay in payment is only deemed to have occurred if Sensirion has received an invoice from Supplier, after transfer of risk, and an additional period which has been set in a formal reminder has expired. If payment is made within 14 days, Sensirion is entitled to a 3% discount, if payment is made within 30 days, Sensirion is entitled to a 2% discount.
- 3.4 Notwithstanding the foregoing, if the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance and the period for payment shall not commence before completeness. Further, the period for payment shall not commence before complete rectification of any deficiency.
- 3.5 Payments do not constitute acknowledgment of quantity, price and quality. Payment does not constitute an acknowledgement that the Supplies were provided in accordance with the contract.

4. **Delivery, Delay**

- 4.1 Delivery shall be made in accordance with the International Commercial Terms (Incoterms) in force at the time of the order. In the absence of any agreement to the contrary, delivery shall be made DAP to Sensirion's designated location (Incoterms 2010).
- 4.2 Each delivery shall include a packing or delivery note with details of the contents as well as the complete order number. Where appropriate or required such note must include all necessary information concerning export licensing requirements (e.g. Export Control Classification Number (ECCN), Export Control List number according to the EC Dual Use Regulation or national law (AL-No.), HS Code) and entitlement to preferences (e.g. movement certificates, declaration and certificates of origin, country of origin, preferential country of origin).

- 4.3 In case of missing or incorrect shipping documents, certificates of origin or documents required by turnover tax law, Sensirion reserves the right to refuse the Supplies at the Supplier's risk and expense.
- 4.4 Time is of the essence. Supplier agrees to deliver the Supplies on the date(s) set forth in the order. If the Supplier fails to meet the delivery date, the Supplier shall pay to Sensirion an amount equal to 3% of the price of the delayed partial shipment for each complete week of delay. Partial deliveries shall be indicated as such. Partial, over or under deliveries are permitted only with prior written consent by Sensirion. In addition, unless the Supplier is not responsible for the delay, it shall indemnify and compensate Sensirion for all direct and indirect costs and damages from failure to respect the delivery deadline that exceed the above amount of 3% per week.
- 4.5 If Supplier realizes that it cannot comply with a delivery date, Supplier shall notify Sensirion in writing without undue delay providing reasons for the delivery delay. In case of late delivery Supplier shall at its own cost make all efforts to keep any delay as short as possible and in particular Supplier shall at its own cost use accelerated procedures to deliver the Supply. Moreover, the Supplier is obliged to inform Sensirion immediately and without further request about any supply difficulties occurring for whatever reason as soon as it becomes aware of them itself.
- 4.6 The Supplier agrees to provide Sensirion with all assistance, advice and training reasonably required to permit Sensirion to use or operate the Supplies.
- 4.7 In addition to any other rights and remedies Sensirion may have, these provisions of article 4 shall also apply to a delay in subsequent performance and where, due to any deficiency or defect of a Supply - especially but not limited to work, machinery and equipment – the Supply may not be used for its intended purpose.
- 4.8 Any and all further claims and all other legal rights are reserved. Unconditional acceptance of a delayed delivery or performance does not constitute a waiver by Sensirion of claims or damages arising from such a delay.

5. **Examination and investigation**

- 5.1 Supplier shall examine the quality and quantity of the Supply before shipment. Sensirion shall limit incoming inspection to externally apparent shipping damage. Sensirion shall notify Supplier of all other damages, deficiencies and deviations once they are discovered in the regular course of business. Any obligation of Sensirion for immediate examination and/or notification shall be waived. Supplier hereby waives any right it may have to reject delayed notification of deficiency, damage and deviation during the warranty period.
- 5.2 Supplier shall notify Sensirion immediately about any defect. Should a result of sample testing reveal defective Supply, then this Supply has to be sorted out on Supplier's cost. All of this Supply still in stock as well as any future Supply has to be tested for this defect on Supplier's cost, until the cause of defect is eliminated. Supply already delivered has to be identified and Sensirion has to be notified immediately. This is in addition to any and all other rights.
- 5.3 In case of a systemic defect, the parties shall, on the cost and expense of the Supplier, (i) perform a joint investigation to clarify the cause of the systemic defect, (ii) investigate which Supply is affected and (iii) agree on a corrective action plan for the Supply as to minimize the effects for Sensirion's customers. The Supplier shall without undue delay do necessary corrections to stop further defective Supply to reach Sensirion and provide Sensirion with a corrective action plan for root cause analysis, corrective and preventive actions. Systemic defect means a common and more than insignificant defect due to poor

workmanship or defect in materials. Any and all claims and all other legal rights are reserved.

6. **Acceptance**

- 6.1 Acceptance by Sensirion will occur for Supplies or services involving installation, commissioning or services, upon completion to the satisfaction of Sensirion of any acceptance tests as evidenced by an acceptance certificate signed by Sensirion.

7. **Risk, Title**

- 7.1 For Supplies involving installation, commissioning or services, the transfer of risk occurs on acceptance and for Supplies not involving installation or commissioning, the transfer of risk shall be upon receipt by Sensirion at the designated place of receipt.
- 7.2 Title shall pass to Sensirion on the date of delivery or on the date payment has been made by Sensirion, whichever occurs first.
- 7.3 All materials and information transmitted, made available and disclosed, or paid for, by Sensirion, including materials containing confidential information; drawings; schematics; manufacturing, testing and delivery instructions; operating or auxiliary material (samples, models, etc.); tools shall be and remain, or become, Sensirion's property. The Supplier shall be liable for any damage to such Sensirion property.

8. **Warranty**

- 8.1 Except for cases of product liability, where there is no limit, the warranty period for the Supplies is 36 months from the date of transfer of risk. The warranty period for deficiencies, non-conformances and defects which cannot be detected by Sensirion during the 36 months warranty period through ordinary examination methods, or where defects in a Supply that has been incorporated in an immovable work (e.g. production line, machinery) in a manner consistent with its nature and purpose have caused the work to be defective, or defects in an immovable work, shall be 5 years. Sensirion is entitled to notify the Supplier of any deficiency, non-conformance or defect at any time during the warranty period, without being bound to a time limit therefore. If a defect becomes evident within 6 months of the transfer of risk, it shall be assumed that the defect already existed at the time of the transfer of the risk.
- 8.2 Should the Supplier in the course of subsequent performance replace or repair Supplies, the warranty period for these Supplies shall begin afresh.
- 8.3 In the event that an epidemic failure occurs during the warranty period, all Supplies delivered by Supplier, whether the defect already occurred or not, shall be deemed to be defective and Sensirion may claim its rights under this article for all delivered Supplies. An epidemic failure shall exist if the same or similar defect occurs in relation to at least 20 ppm of the supplied Supply within a delivery lot or in relation to at least 20 ppm of the supplied Supply within a period of 3 months, in so far nothing to the contrary has been agreed in a Quality Assurance Agreement. As soon as a party knows or suspects that an epidemic failure exists it shall notify the other party of such. Additional duties and rights shall not be affected.
- 8.4 Supplier represents and warrants that Supplies are new, state of the art, merchantable, conform to specifications, samples, drawings, descriptions and documentations, and free from defects in title, design, material and workmanship. Supplier shall be liable for any deficiency, non-conformance and defect, irrespective of its fault. The Supplier, an expert in its field, assumes full responsibility and liability

for the Supplies. If Supplier has been informed of the use of the Supplies, or if such use can be reasonably foreseen or is mentioned in a documentation, Supplier warrants that the Supplies are suited and appropriate for such use.

- 8.5 Excessive wear and tear, excessive corrosion, excessive erosion or other excessive deterioration which may occur in particular during storage, standby operation or operation shall be deemed to be a deficiency.
- 8.6 For custom made Supplies, Supplier warrants that it has punctually and completely gathered all information, data, circumstances and facts necessary for its performance. The Supplier undertakes to test all drawings, calculations, specifications and other requirements provided by Sensirion independently within the scope of its general and technical knowledge for errors and inconsistencies and, if necessary, to promptly notify Sensirion in writing of any objections in order to resolve them.
- 8.7 Supplier undertakes to inspect the Supplies for defects prior to delivery or handover to Sensirion. Supplier shall notify Sensirion immediately about any defects.
- 8.8 Supplier warrants that the Supplies and all rights thereto are owned by Supplier and do not violate any copyright, patent, trade secret or any other proprietary right of any third party. Supplier warrants that it has and will convey to Sensirion good title to the Supplies, free and clear of all liens and encumbrances and that the manufacture, production, installation and sale or license to, and use by, Sensirion of the Supplies are in compliance with any and all applicable laws, rules and regulations.
- 8.9 If Supplier breaches any warranty, or Supplies are otherwise defective or non-conforming, Supplier shall, at Sensirion's option, promptly repair, replace or refund the amount paid for the Supplies, and shall pay to Sensirion all incidental and consequential damages and additional expenses arising from breach of a warranty, defective or non-conforming Supplies, including cost due to exceptional shipping, line stoppage at Sensirion or its customers' facilities, loss of earnings, penalties, costs of ordering Supplies from a third party, etc. Supplier shall bear the risk of loss of all defective or non-conforming Supplies while in transit.
- 8.10 The Supplier shall bear the cost of subsequent performance, as well as the costs incurred by Sensirion for inspection, sorting, remediation of defects (including recall, dismantling, installation and re-assembly costs) and other expenses (including the cost of increased inspection of incoming goods due to defective delivery) and losses. The Supplier shall bear all costs, losses and expenditures Sensirion has to bear in relation to its customers, e.g. due to replacement or repair caused by the Supplies (including the cost of a recall or service action).
- 8.11 Should the Supplier fail to fulfil his obligation for subsequent performance within a reasonable time limit set by Sensirion, then Sensirion is also entitled to remedy the deficiency or to have the deficiency remedied by a third party at the Supplier's risk and expenses, to cancel the contract in whole or in part without being subject to any liability for damages, or to demand a reduction in price, and to claim damages (including indirect and consequential damages) in lieu of performance. Sensirion can demand an advance payment from the Supplier for the necessary relevant expenses. Further rights remain unaffected.
- 8.12 The Supplier warrants to maintain or repair or troubleshoot any part of the Supply, or assist Sensirion in the operation, maintenance and repair of the Supply or in troubleshooting. Provided that such services shall not affect the Supplier's liability to remedy deficiencies, non-conformities or defects, Sensirion shall pay for such services subject to them being furnished at reasonable and competitive conditions. The Supplier warrants a reaction time of 48 hours.

8.13 These warranties shall be in addition to any other warranties, express, implied, or statutory. The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. If any warranties held to be inconsistent, Sensirion may, at any time, including in the course of a suit for breach, select which of them shall be excluded. All warranties shall be construed liberally in favor of Sensirion. All warranties shall run to Sensirion, its customers and subsequent owners or users of the Supply to which they relate.

9. **Intellectual Property rights and Software use**

9.1 The Supplier guarantees the validity of the intellectual and industrial property rights related to the Supplies, as well as the unrestrained usability of the Supplies as regards the intellectual and industrial property rights of any third party. It is essential the Supplies are delivered free of any third party rights. The Supplier shall defend and hold Sensirion and Sensirion's customer harmless from any complaint and/or claim made by a third party.

9.2 All rights to the Supplies including all patents, copyright, trademarks, trade secrets or any other form of intellectual property, except those previously owned by Supplier belong exclusively to Sensirion. As far as development – including software development, inventions, improvements - or construction results emerge from the performance of a service, in case of a research, development, engineering, construction order or another order which includes the development of a technical problem solution, Sensirion shall hold all rights, title and interest, and exclusive use of all development and construction results deriving there from. Supplier agrees to assign and hereby does assign all rights, title and interest in such intellectual property to Sensirion and Sensirion hereby accepts such assignment. As far as Supplier's results are subject to intellectual property rights which can be registered, Sensirion shall be entitled exclusively to register such rights worldwide in Sensirion's own name. The Supplier shall claim all inventions accruing from its employees and transfer all rights in these inventions to Sensirion. For this purpose Supplier shall make all information necessary available to Sensirion and shall refrain from doing anything that could endanger the granting of the applied intellectual property right. The Supplier shall pay for any resulting remuneration of employees and shall ensure that the employees entrusted with the developments submit the necessary statements so Sensirion can execute its rights unrestrictedly. Without Sensirion's written consent the developments and constructions shall neither be made available to third parties in whole or in part nor used for Supplier's own or other purposes.

9.3 The Supplier shall grant Sensirion a non-exclusive, transferable, worldwide and perpetual right to use Supplies and standard software included in the Supplies, to integrate Supplies into other products and to distribute them worldwide, and, as the case may be, to sublicense (through multiple tiers) the right of use. The Supplier shall not make any third party software (including but not limited to Open Source Software) part of the Supplies unless having obtained Sensirion's prior written consent.

10. **Intellectual Property infringement**

10.1 Supplier shall defend, indemnify and hold harmless Sensirion, its customers, directors, officers, employees, agents, assignees, and authorized representatives, from and against any and all claims, suits, actions, proceedings demands, damage, loss and cost (including reasonable lawyer's fee) and expenses of any nature which are based on a claim that the Supply or any part thereof, constitutes or may constitute an infringement of any patent, copyright, trademark, trade secret or any other industrial property rights. The duty to indemnify shall also come into existence if Sensirion and its contracting parties, without decision of the court approve the right of the third parties on trust.

10.2 If the use, reproduction, distribution, licensing and/or sale of any Supply or any part thereof is enjoined by a court, a settlement or on trust, the Supplier shall, at its own expense, either procure for Sensirion an irrevocable, royalty-free, sublicensable, and transferable license to continue using the Supplies, or at Sensirion's sole option, replace same with substantially equal but non-infringing Supply or modify the Supply so that it becomes non-infringing, provided that no such replacement or modification shall release Supplier from its obligations under this contract.

10.3 Supplier shall give Sensirion prompt written notice of any infringement claim.

11. **Confidentiality**

11.1 The Supplier shall keep confidential, and shall not without Sensirion's prior written consent disclose to any third party, any technical or commercial information which it has acquired from Sensirion as a result of discussions, negotiations and other communications, as well as any materials derived there from, as long and to the extent that it is not proven public knowledge. Sensirion's confidential information shall only be made available to those of Supplier's employees who necessarily need to be involved in the use thereof for the purpose of delivering to Sensirion and who are also committed to confidentiality; the information remains Sensirion's exclusive property. The Supplier shall use any information provided to Supplier by Sensirion only in connection with the Supplies and exclusively in the interests of Sensirion. The Supplier shall take all necessary measures to ensure that no information is disclosed or revealed to a third party. For the avoidance of doubt, Supplier's subcontractors are third parties. Supplier has not and will not disclose to Sensirion any materials, documents or other information which are deemed to be confidential information to Supplier or to any third party. Any receipt of any confidential information from Supplier must be subject of a separate written agreement made prior to the receipt by or disclosure to Sensirion.

11.2 Within 14 days after Sensirion's request, Supplier will return all confidential information of Sensirion and all copies thereof (in any media). Supplier shall destroy all notes, documents and other writings prepared based on Sensirion's non-public data.

11.3 Sensirion or a later owner of the Supplies shall be entitled to use any documents, drawings, manuals, instructions, etc. obtained by Sensirion from the Supplier in connection with the contract or order for any purpose in particular for operation, maintenance, modifications, or tests.

12. **Compliance**

12.1 The Supplier shall comply with the laws of the applicable legal system(s), and all statutory provisions governing the treatment of employees, environmental protection, health and safety at work. In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any illegal, unfair or deceptive trade practices or unethical business practices, in any violation of basic human rights of employees or any child labor.

12.2 Any permits or certificates required must be procured by the Supplier free of charge for Sensirion. If – irrespective of Sensirion's acceptance – the execution of the Supply is not recognized as conforming under the regulations and laws in force, and any changes are prescribed, then these will be carried out by Supplier at Supplier's expenses.

12.3 The Supplier shall adopt and comply with the Responsible Business Alliance (RBA) Code of Conduct available at www.responsiblebusiness.org/code-of-conduct/ and which may be updated from time-to-time. Supplier will use best efforts to ensure compliance with this code of conduct among its suppliers.

- 12.4 Supplier represents and warrants that it complies with EU Directive 2011/65/EU (RoHS Directive), EU Directive 1907/2006/EU (REACH Directive), EU Directive 2006/66/EC (Battery Directive), and EU Directive 2012/19/EU (WEEE Directive), as well as any and all directives or regulations that are equivalent or similar to these Directives.
- 12.5 Should the Supplies contain substances which – according to international regulations – are classified as dangerous substances, the Supplier will inform Sensirion in writing no later than the date of order confirmation.
- 12.6 The Supplier agrees to comply with the provision of all relevant CE-Directives and shall accordingly perform and furnish the required declarations in connection therewith. Always the latest version of the Directives shall apply. The technical documentation (files) shall be retained for at least 12 years following the delivery date to Sensirion or for 10 years after the manufacture of the last unit – whichever occurs later - and shall be kept available for disclosure at any time on Sensirion's simple demand.
- 12.7 If any purchase of Supplies involves work by Supplier on Sensirion's premises, Supplier will comply with all safety and security regulations of Sensirion and shall take all precautions required to prevent injury to persons or property during such installation or work. Sensirion may give workplace-related instructions, the acknowledgement of which must be signed by Supplier's staff.
- 12.8 The Supplier shall ensure that its subcontractors at all times act in accordance with this contract in all respects and shall remain fully liable for each subcontractor's obligations as for its own.

13. **Subcontracting to Third Parties**

- 13.1 Subcontracting to third parties shall not take place without the prior written consent of Sensirion and entitles Sensirion to cancel the contract in whole or in part and claim damages.

14. **Product Changes, Long-term Supply, Supply Discontinuation**

- 14.1 Any changes or modifications of the Supply, in particular by changing the production method, materials, components, quality testing procedure, quality testing equipment, quality assurance and/or measures, and/or by relocating of production sites which may affect the quality of the Supplies, materials, goods or services hereby ordered shall be notified at least 12 months in advance for Sensirion's attention and approval. Sensirion shall not unreasonably withhold approval, if form, fit and function is maintained.
- 14.2 Supplier shall supply each Supply for a **minimum period of fifteen (15) years starting with start of series production of the respective Sensirion customer project which uses the Supply**. Supplier undertakes to supply Sensirion with spare parts, replacement parts, repair services and technical support for each Supply at reasonable and competitive pricing **for a period of at least fifteen (15) years after the discontinuation of series production**. Supplier will keep all spare parts on stock, ready for immediate dispatch to the site.
- 14.3 If after such time the Supplier intends to cease the Supply, Supplier shall inform Sensirion of such intend accordingly, and shall invite Sensirion to place an all-time-buy. Furthermore, the Supplier shall then make all drawings, procedures, instructions, source codes, etc., available to Sensirion free of charge in order to enable Sensirion or a third party to manufacture or produce the Supply and to service the software for exclusive use in connection with the Supply. Sensirion has the right to acquire any tools and equipment owned by the Supplier for a reasonable fee if production, for any reason, of the relevant Supply shall cease.

15. Export controls and foreign trade regulations

- 15.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations for all Supplies. Supplier shall also obtain all necessary export licenses, unless Sensirion or any other party other than supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 15.2 The Supplier shall be obliged to inform Sensirion in writing about any applicable (re-)export license requirements for the Supplies under European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Supply. Therefore and in addition to the requirements listed in article 4.2, at least in its offers, order confirmations and invoices the Supplier shall provide the following information with respect to Supplies: (i) Export Control Classification Number (ECCN) for US goods (including technology and software) pursuant to the US Export Administration Regulations (EAR); (ii) country of origin of the Supplies and of the components thereof, including technology and software; (iii) HS (Harmonized System) codes of the Supplies.
- 15.3 Upon request the Supplier shall provide any other foreign trade data with respect to the Supplies and their components in written form and shall inform Sensirion about all changes to such data without delay and prior to supply.
- 15.4 The Supplier shall be responsible for any and all costs and/or losses incurred by Sensirion as a result of failure to observe these provisions or the inaccuracy of said export control and foreign trade data, or if the fulfillment of the contract is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

16. Product Liability and General Indemnification

- 16.1 Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Sensirion, Sensirion's affiliated companies and customers, and each of their officers, directors, agents and employees from and against any and all claims, actions, suits, liabilities, damages, demands, obligations, penalties, forfeitures, losses, settlements, judgments, costs and expenses (including attorney's fees), whether or not involving a third party claim, which arise out of, relate to or result from product liability, injuries to persons (including death), destruction or damage to property, recall or retrofit of any Supply, any breach of any representation or warranty of Supplier contained in this contract, any breach of any covenant or other obligation of duty of Supplier under this contract or under applicable law, any other defect of Supply, and negligence or willful misconduct of the Supplier, its agents or employees, or any act or omission of Supplier.
- 16.2 If there is a risk, in Sensirion's sole opinion, that a Sensirion product may cause personal injury or damage to property because of a Supply and Sensirion as a result of this decides to withdraw such product, the Supplier shall indemnify Sensirion's and its customer's damages, costs and expenses on account of such withdrawal.

17. Insurance

- 17.1 Supplier shall – at no cost for Sensirion - take out an insurance policy with appropriate coverage against all risks resulting from product liability. Supplier shall provide – on request – evidence of such insurance. In the event of material change or cancellation of coverage Supplier shall give written notice to Sensirion at least 30 days before.

18. Force Majeure

18.1 Force Majeur, labour disputes, disruption in operations beyond the concerned Party's reasonable control, disturbances, governmental measures and other unforeseen circumstances shall entitle Sensirion – without prejudice to its other rights – to withdraw wholly or partially from this contract, insofar as these events continue for a considerable period of time or result in a considerable decrease of Sensirion's demand.

18.2 Sensirion shall not be required to accept Force Majeure as an excuse if the Supplier claiming such an excuse cannot prove that it has taken all reasonable actions to mitigate the effects of claimed Force Majeure. The shortage of labor or materials shall not constitute Force Majeure unless such a shortage is caused by circumstances which themselves constitute a Force Majeure event.

19. Termination for cause

19.1 In addition to the cancellation rights set forth in article 2, Sensirion may – without prejudice to any other rights or remedies Sensirion may have - terminate the contract and orders (in whole or in part) at any time for cause by giving written notice to Supplier, if (i) Supplier fails to deliver or perform within the time specified in the order; or (ii) Supplier fails to perform any of its other obligations under the order or fails to make progress so as to endanger performance; or (iii) Supplier's financial condition is such as, in the sole judgment of Sensirion, to endanger performance of the order; or (iv) any substantial breach of the contract, provided that, with respect to (ii) Supplier fails remedy such condition within 7 days of notice from Sensirion.

20. Survival

20.1 The terms and conditions of this General Terms and Conditions that by their nature are intended to survive cancellation, expiration or termination of the contract or order (including, e.g. Warranty, Intellectual Property rights and Software use, Intellectual Property infringement, Confidentiality, Long-term Supply, Supply Discontinuation, Product Liability and General Indemnification, Insurance, Law and Jurisdiction) will continue in full force and effect after such cancellation, expiration or termination.

21. Audit

21.1 Supplier shall keep complete and accurate records of all costs of performance under the order, which shall be subject to inspection and audit by Sensirion in the event of termination or equitable adjustment or with respect to any order for which the price is based on time and cost of materials.

22. Severability clause

22.1 If any provision of the contract shall be invalid or impracticable in whole or in part this shall not affect the validity of the remaining part of this contract. In lieu of the invalid or impracticable provision an appropriate provision shall apply which is nearest to the intent of the contracting parties of to what would have been their intention in keeping with the meaning and purpose of the contract if they had considered this issue at the conclusion of the contract or at a later addition of a provision.

23. No waiver and remedies

- 23.1 The failure of Sensirion at any time to require performance of any provision or to resort to any remedy provided under this contract shall in no way affect Sensirion's right to require performance or to resort to a remedy at any time thereafter, nor shall the waiver of a breach be deemed to be a waiver of any subsequent breach.
- 23.2 Any waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless it is in writing and signed by an authorized representative of both parties.
- 23.3 Sensirion's rights and remedies herein are in addition to any other rights and remedies provided by law or equity.

24. Independent Contractor

- 24.1 In performing under this contract, Supplier is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Sensirion. As an independent contractor, Supplier will be solely responsible for determining the means and methods for performing. Supplier shall have complete charge and responsibility for personnel employed by Supplier; however, Sensirion reserves the right to instruct Supplier to remove from Sensirion's premises immediately any of Supplier's personnel who are in breach of this contract. Such removal shall not affect Supplier's obligations under this contract.

25. Law and Jurisdiction

- 25.1 The contract is to be construed and interpreted according to the laws of Switzerland without regard to any conflict of law provision thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
- 25.2 Any dispute arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland. However, Sensirion is entitled to take legal action against the Supplier in the court with jurisdiction at Supplier's place of business or at the place of performance.

Sensirion Automotive Solutions AG
Laubisrütistrasse 50, 8712 Stäfa, Switzerland
May 2019