

## GENERAL CONDITIONS OF SALE

### **1 OBJECT**

- 1.1 These General Conditions of Sale ("General Conditions") regulate all relationships and contracts concerning the sale and delivery ("Contracts") of products and services on the automotive aftermarket ("Products") between DENSO and its customers ("Customer").
- 1.2 The issuance of purchase orders ("Order") by the Customer to DENSO shall imply its full, unconditional and irrevocable acceptance of the General Conditions and the automatic waiver of its own general purchasing conditions
- 1.3 Any agreement deviating from these General Conditions shall be effective only upon DENSO's prior written approval.
- 1.4 The General Conditions cannot be construed as to grant to the Customer any exclusive purchase rights to any of the Products.

### **2. FORMALITIES OF CONCLUSION OF THE CONTRACTS**

- 2.1 The Customer may place an order in writing, by fax or by electronic transmission, including e-mail, the DENSO online sales portal or electronic data interchange system ("EDI"), and by phone, preferably by using DENSO Order forms, specifying the DENSO Product codes and the quantity of Products requested. The prices are set out in the DENSO price list in force as of the date of acceptance of the Order as set forth in Art. 4.3 below. Price quoted in DENSO price list shall be exclusive of V.A.T. and import duties.
- 2.2 The Contract shall be deemed to have been concluded upon written acceptance of DENSO (it may take six working weeks), which may be refused for any reason, including the low quantity of Products ordered. In the absence of DENSO's written acceptance, only the performance of the Orders by DENSO may be intended as acceptance of the same and therefore as conclusion of the Contract.

### **3. TERMS AND CONDITIONS OF DELIVERY**

- 3.1 Unless otherwise agreed in the Contract, deliveries within the Territory of the European Economic Area ("EEA") shall be carried out under DAP Incoterms 2020 "Delivered at Place" in the place indicated in the Order.  
Unless otherwise agreed in the Contract, deliveries outside the EEA shall be carried out under DAP Incoterms 2020.
- 3.2 Unless otherwise agreed in the Contract, DENSO shall deliver the Products as provided by the previous Article by the transportation means which it considers to be the most appropriate. If Customer fails to provide information or instructions necessary for delivery, the Products shall be stored at Customer's risk and account. The Customer shall be fully liable for all to pay all storage and subsequent costs incurred by DENSO.
- 3.3 Any claim by the Customer at the time of receipt of the Products regarding to the Products and the packaging needs to be notified on the transportation document. Quantity related differences, must be communicated to DENSO, upon penalty of forfeiture, within the first working day subsequent to delivery.
- 3.4 If the delivery of the Products is prevented or delayed for any reason beyond DENSO's reasonable control or has been refused by the Customer, the Products may be delivered and stored at the Customer's risk and account at any location indicated by DENSO which hereby declines any liability in this connection. This provision does not alter the payment obligations of the Customer and does not represent any novation of the sale.
- 3.5 No delay in delivery shall justify cancelation of the Orders or termination of the Contracts or result in any right of compensation for the Customer Upon receipt of a written notice of default DENSO will be granted a reasonable grace period of at least 45 days to fulfil its obligations. DENSO reserves the right to make partial deliveries and to issue separate invoices for each partial delivery.
- 3.6 Returns of packaging shall not be accepted, unless DENSO is under a statutory duty to do so. Returnable packaging will be returned in good repair, with due observance of DENSO's instructions and within the prescribed time period. If returnable packaging is not returned within this time period and/or is returned in poor condition and/or uncleaned, the cost of replacing, repairing and/or cleaning the packaging shall be invoiced to Customer.

**4. PRICES**

- 4.1 DENSO will invoice the prices as set out in the DENSO price list in force on the date of acceptance of the Order.
- 4.2 DENSO may revise the price list from time to time at its sole discretion without any prior notice.
- 4.3 The prices are valid for "carriage free" deliveries as provided by Art. 3, it being understood that in case of Contracts whose performance is requested as urgent or express by the Customer, DENSO shall charge the Customer all the transportation costs.
- 4.4 DENSO reserves the right to invoice the Customer an additional amount of up to 1.5% for packaging costs. Prices shall not include deposits on returnable packaging.

**5. PAYMENTS AND DELAYS**

- 5.1 Unless otherwise agreed in the Contract, the Customer shall pay the purchase price for the Products within thirty (30) days of the invoice date. An invoice shall be deemed to have been received after three (3) days upon issuance unless the Customer is able to prove otherwise.
- 5.2 DENSO may assign any credit deriving from the Contracts to a third party and hereby agrees upon said assignment. and offset any amount due to DENSO against any amount it may owe the Customer.
- 5.3 Customer shall not be permitted to assign its rights under the Contract without DENSO's prior written consent.
- 5.4 Ownership of the Products shall pass to the Customer only upon full payment of the Product price.
- 5.5 In the event of delayed payment, the Customer shall – without prejudice to the right of DENSO to terminate the Contract and claim for damages – pay default interests, charged in accordance with statutory law. In case the Customer fails to meet any of the payment terms, DENSO may:
  - (i) immediately suspend the performance of any and all Contracts with the Customer, until payment has been received in full;
  - (ii) modify the agreed payment terms and conditions for new Contracts or suspend them completely;
  - (iii) adopt any other preventive or executory measures for the full recovery of its credit.DENSO shall be entitled to charge the payments of the Customer firstly against the interest accrued and subsequently against the amounts due for the longest period of time.
- 5.6 In the event that the Contract provides for assignment of Products as discounts by DENSO to the Customer, the VAT or any other tax which may be associated with said assignment shall be borne by the Customer.
- 5.7 If the Customer foreseeably shall not be able to meet its obligations vis-à-vis DENSO, all the due amounts shall become immediately collectible irrespective of the payment conditions, with the express waiver by the Customer of the benefit of the time.
- 5.8 DENSO shall retain title to all goods until the purchase price has been paid in full.
- 5.9 The Customer shall not grant a third party any right to the Products delivered subject to retention of title.
- 5.10 The Customer will take due care of the Products delivered subject to retention of title, and preserve them as identifiable property of DENSO. The Customer shall maintain adequate insurance for the Products against fire and water damage and theft, and immediately submit the insurance policies for inspection to DENSO upon first request. Any claims which Customer may have under these insurance policies shall be pledged to DENSO upon first request as security for DENSO's claims against the Customer.
- 5.11 If the Customer fails to properly meet its payment obligations, or if DENSO has good grounds to fear that the Customer shall fail to meet those obligations, DENSO shall be authorized to take back the Products which were delivered subject to retention of title.
- 5.12 If the delivered Product is fitted into property owned by the Customer, then it will disassemble the Product at DENSO's first request and make them available to DENSO, without prejudice to DENSO's right to disassemble such Products itself.

**6. INSTALLATION**

The Customer shall perform the installation works pertaining to the Products at its own cost and for its own account.

## **7. FEATURES AND DESCRIPTIONS**

- 7.1 All information laid down in catalogues, price lists and other publications, such including technical documentation, are intended to be indicative. DENSO does not warrant the accuracy of its content.
- 7.2 Any model, sample, drawing or example, will be provided by DENSO "as is" and without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The properties of the Product may deviate from the sample, model, drawing, example, etc., unless an express written statement has been made confirming its conformity.
- 7.3 DENSO may make amendments, innovations or improvements to the Products at any time and without prior notice.
- 7.4 The Purchaser may not refuse the Products made available by DENSO according to a Contract, by raising objection to the amendments, innovations or improvements introduced following such Contract.

## **8. WARRANTY AND REMEDY**

Please refer to the Warranty document for full terms and conditions.

## **9. CONDITIONS FOR THE ENFORCEMENT OF THE WARRANTY AND EXCLUSIONS**

Please refer to the Warranty document for full terms and conditions.

## **10. LIABILITY**

- 10.1 DENSO will not be liable for damages caused directly or indirectly by any Product or component which it has not invoiced and/or for other Products or components utilized in order to be integrated within a system with or in the Product. In particular, DENSO's liability cannot be invoked in the event that the non-functioning of one of the Products is due to other adjacent components or systems with which it is mounted in the vehicle.
- 10.2 DENSO shall not be held liable for any indirect damage such as the loss of clientele, turnover, production, profit, or image or that possibly deriving from action undertaken by third parties against the Customer or from the conviction of the latter.
- 10.3 With the exception of the cases of willful misconduct or gross negligence DENSO's liability vis-à-vis the Customer for damages of any kind shall be limited in the calendar year to 50% of the net turnover generated by DENSO with the Customer in relation to the Product (identified by a code) originating the damage, calculated over the last twelve (12) months as from the date of occurrence of the damage.

## **11. FORCE MAJEURE**

- 11.1 DENSO's liability shall be excluded in all cases in which the non-fulfilment of one of its obligations is prevented or limited by the occurrence of force majeure events.
- 11.2 Force majeure events shall include strikes, fires, picketing, blockage of plants and other circumstances in any event beyond the reasonable control of DENSO.
- 11.3 During the occurrence of force majeure, DENSO's delivery and other connected obligations may be suspended. If the period during which DENSO is prevented from performing its obligations because of force majeure continues for more than three months, either party shall have the right to terminate the Contract, without being required to pay any damages.
- 11.4 If, when the situation of force majeure arises, DENSO has already satisfied part of its obligations, or is able to satisfy only part of its obligations, DENSO shall be entitled to separately invoice the goods which it has delivered or which are capable of being delivered. Customer shall be obliged to pay this invoice as if it concerned a separate contract, except where the goods so delivered or capable of being delivered have no independent value.

## **12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 12.1 The drawings, diagrams, specifications, technical and sales glossaries, documents, samples, catalogues, pamphlets, patents and models as well as any technical information which DENSO may communicate or make available to the Customer shall remain the

exclusive property of DENSO, who may request its immediate return from the Customer at any time. The Customer undertakes not to circulate the above or reproduce it and not to reveal the content matter to third parties without the prior written consent of DENSO.

- 12.2 The Customer will immediately notify DENSO of any violation of DENSO's intellectual property rights, and shall provide, upon first request, all the assistance which DENSO may require in order to protect its rights.
- 12.3 If the scope of any delivery includes software, the Customer shall receive a non-exclusive, non-transferable right to use the software exclusively in connection with the goods designated for use with the software.
- 12.4 The Customer shall not duplicate, process or decompile the software without DENSO's prior written consent unless required under mandatory law. The Customer shall not remove any details of the producer of the software, especially any copyright identification marks, or modify such without DENSO prior written express consent.

### 13.1 TRADEMARK - PACKAGING

13.2 The Customer may not utilize the following in any manner or form without DENSO's prior written consent:

- (i) the "DENSO" registered trademark;
- (ii) the other trademarks registered in the name of DENSO or other companies of the Group to which DENSO belongs nor;
- (iii) the "DENSO" name or the name of other companies of the DENSO Group;
- (iv) the "driven by quality" logo utilized by DENSO on its packaging and on its official documentation and any other DENSO

logos

((i), (ii), (iii) and (iv) are jointly hereinafter referred to as "Trademarks").

This restriction for the Customer also includes the restriction regarding the utilization of the Trademarks on its sales and promotional documents, the utilization and/or reference in its corporate name and the utilization on its office and/or premise signs.

- 13.2 Except for the distribution of the Products on the market, the Customer may not utilize DENSO's packaging in any way and in particular it may not pack products which are not DENSO Products using this packaging.

### 14 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

For all matters not expressly regulated by these General Conditions of Sale, the laws of the Netherlands shall apply and any dispute shall be referred to the exclusive jurisdiction of the Court of Amsterdam.

### 15 MISCELLANEOUS

- 15.1 If one of the provisions of these General Conditions is declared as null and void, the other provisions shall continue to be valid.
- 15.2 The fact that DENSO does not avail of one of any of the provisions of these General Conditions, cannot be interpreted as a waiver of availing of the same in the future.

### 16. PRIVACY

- 16.1 By accepting these General Conditions, the Customer duly acknowledges that DENSO will process personal data of the Customer's officers, employees, representatives, and other persons performing the Contract on behalf of the Customer, (hereinafter collectively referred to as "Data Subject"), which are made available by the Customer to DENSO, for the purpose of the performance of the Contract and where necessary, to comply with legal obligations. Upon Data Subject's consent and within the limits of this consent, DENSO may also process such personal information for its marketing purposes. DENSO will process such personal data in a proper and careful manner and in accordance with the provisions of the General Data Protection Regulation (EU Regulation 2016/679) and the local application thereof.

Extensive information about the manner DENSO processes personal data are provided in DENSO PRIVACY DISCLAIMER (<http://www.denso-am.eu/special-pages/cookie-privacy-policy/>).

Date,

Stamp and signature of the Customer.