

Aptiv Services 2 France SAS
 SASU au capital de 3839020 Euros
 ZI des longs Reages
 BP25 28231 Epernon Cedex France
 Tel: (33) 02 37 18 76 00
 Telecopie: (33) 02 37 83 75 71
 775 678 980 RCS CHARTRES
 Code TVA: FR65 775 678 980
 IBAN: FR76 11689 00700 00657422002 54
 BIC : CITIFRPP
 EORI n° FR 775678980 00092

INVOICE

Page : 1



FE758415

issued on: 16/10/2024

APTIV OA : 27881701

on 22/09/2017

on

Your Order :

Delivery Address : 27881701

Customer : 278817

Tel :

Fax :

LEONI WIRING SYST PARAGUAY
 RUDOLPH Spe. & Logistik GmbH
 CONSOLIDATION W68D
 LOGISTIKRING 4
 D-85084, REICHERTSHOFEN
 FED.REP. OF GERMANY

LEONI WIRING SYSTEMS DE PARA
 GUAY SRL VAT(RUC):80080122-9
 JUAN PABLO OCAMPOS
 ESQUINA / BARRIO SAN ISIDRO
 2160, SAN LORENZO
 PARAGUAY

Your VAT reg N°

Our Contact

Payments Terms

VIRT 45 JOURS DATE FACT

Sales Terms

EXW

Due Date

30/11/2024

Your purchase order is governed solely by the APTIV General Terms and Conditions of Sale which are enclosed or overleaf.

No discount for cash payment terms

For late payments, APTIV France require, in addition to penalties for late payment at a rate equal to 3 times the legal rate of interest in effect, the payment of liquidated damages of collection costs set at 40 euros.

Line Cust Our	Your Partnumber Our Partnumber Description	Quantity Invoiced	Unit	Delivery Note Release date :	Unit Price ex VAT % Discount Net Price ex VAT	Net Value ex VAT
33	P00004547 211CL3S2160 211 CL 3 S 21 60	10800	EA	4572414 16/10/24	0.01682	181.66
LANG S 3 2.8 G2 ETM Your Order : 680005413 NET WEIGHT: 6.426 KG , GROSS WEIGHT: 8.64 KG Commodity Code: 8536699099 Connecteurs prise electrique Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
35	P00061063 211CC3S2160 211 CC 3 S 21 60	10000	EA	4572414 16/10/24	0.01765	176.50
CLIP 2,8 G2 ETM 125° Your Order : 680005398 NET WEIGHT: 8.2 KG , GROSS WEIGHT: 11.31 KG Commodity Code: 8536699099 Connecteurs prise electrique Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
48	P00102702 211CL3S1120 211 CL 3 S 11 20	9000	EA	4572414 16/10/24	0.01922	172.98

B0042 / X0144 / ZZIV1042

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Line Cust Our	Your Partnumber Our Partnumber Description	Quantity Invoiced	Unit	Delivery Note Release date :	Unit Price ex VAT % Discount Net Price ex VAT	Total Amount
LANG 2,8 G1 ETM Your Order : 680004106 NET WEIGHT: 6.867 KG , GROSS WEIGHT: 9.693 KG Order Ref.: 2024-42 2024-41>2024-44 Commodity Code: 8536699099 Connecteurs prise electrique Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
51	P00022517 F165500 NM 1.5 6W BROWN CPA	1176	EA	4572414 16/10/24	0.38602	453.96
PC 6V NM 1.5 MARRON CPA Your Order : 680004117 NET WEIGHT: 15.60434 KG , GROSS WEIGHT: 16.86384 KG Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
55	P00109209 F996500 MINITWIN PC 12V 0° NOIR	2000	EA	4572414 16/10/24	0.0994	198.80
MINITWIN FEM 12W 0°BLACK Your Order : 680004136 NET WEIGHT: 5.718 KG , GROSS WEIGHT: 6.6 KG Order Ref.: 2024-42 2024-43>2024-45 Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
61	P00109213 F596500 MINITWIN PC 12V 90° BLEU	1000	EA	4572414 16/10/24	0.09006	90.06
MINITWIN FEM 12W 90°BLUE Your Order : 680004530 NET WEIGHT: 3.059 KG , GROSS WEIGHT: 3.5 KG Order Ref.: 2024-42 2024-41>2024-45 Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
67	P00022626 F370300 MODULE 20V ROUGE	2000	EA	4572414 16/10/24	0.03202	64.04

B0042 / X0144 / ZZIV1042

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Line Cust Our	Your Partnumber Our Partnumber Description	Quantity Invoiced	U n i t	Delivery Note Release date :	Unit Price ex VAT % Discount Net Price ex VAT	Total Amount
MODULE 20W RED Your Order : 680005020 NET WEIGHT: 3.262 KG , GROSS WEIGHT: 3.47 KG Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
68	P00022627 F270300 MODULE 20V BLANC	2000	EA	4572414 16/10/24	0.03202	64.04
MODULE 20W WHITE Your Order : 680005021 NET WEIGHT: 3.262 KG , GROSS WEIGHT: 3.47 KG Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
69	P00022628 F170300 MODULE 20V BLEU	2000	EA	4572414 16/10/24	0.03202	64.04
MODULE 20W BLUE Your Order : 680005022 NET WEIGHT: 3.262 KG , GROSS WEIGHT: 3.47 KG Order Ref.: 2024-42 2024-43>2024-44 Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
70	P00022629 F070300 MODULE 20V MARRON	2000	EA	4572414 16/10/24	0.03202	64.04
MODULE 20W BROWN Your Order : 680005023 NET WEIGHT: 3.262 KG , GROSS WEIGHT: 3.47 KG Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE						
72	P00111920 F301300 PORTE MODULE 60V MARRON	648	EA	4572414 16/10/24	0.18687	121.09

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Page : 4

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on 22/09/2017
on

Line Cust Our	Your Partnumber Our Partnumber Description	Quantity Invoiced	Unit	Delivery Note Release date :	Unit Price ex VAT % Discount Net Price ex VAT	Total Amount
	MODULE HOLDER 60W BROWN Your Order : 680005047 NET WEIGHT: 8.230248 KG , GROSS WEIGHT: 10.99915 KG Order Ref.: 2024-42 2024-43>2024-45 Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE					
73	P00111921 F101300 PORTE MODULE 60V JAUNE	216	EA	4572414 16/10/24	0.18687	40.36
	MODULE HOLDER 60W YELLOW Your Order : 680005048 NET WEIGHT: 2.743416 KG , GROSS WEIGHT: 3.666384 KG Order Ref.: 2024-42 2024-43>2024-45 Commodity Code: 8547200090 Connecteurs Plastiques Origin: FRANCE Preference Country of Origin: FR - FRANCE Ship From :APTIV SERVICES 2 FRANCE EPERNON CEDEX FRANCE					

Total Amount	EUR	VAT Rate	Total VAT	EUR
1,691.57		0.00%		0.00

Ex Rate	

Total Value ex VAT EUR	1,691.57
Total VAT EUR	0.00

Total Value inc VAT	EUR	1,691.57
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 EORI n° FR 775678980 00092

INVOICE

Invoice : FE758415
 Invoice Date : 16/10/2024
 Print date : 16/10/24

Revision : 0
 Page : 5

Bill To : 278817

Sold To : 278817

LEONI WIRING SYSTEMS DE PARA
 GUAY SRL VAT(RUC):80080122-9
 JUAN PABLO OCAMPOS
 ESQUINA / BARRIO SAN ISIDRO
 2160, SAN LORENZO
 PARAGUAY

LEONI WIRING SYSTEMS DE PARA
 GUAY SRL VAT(RUC):80080122-9
 JUAN PABLO OCAMPOS
 ESQUINA / BARRIO SAN ISIDRO
 2160, SAN LORENZO
 PARAGUAY

Ship Date : 16/10/24
 Ship-to : 27881701
 FOB Point : EXW

Ship Via : 3SCH0000
 BOL : 4572414
 Credit Terms : I04500T VIRT 45 JOURS DATE FACT

Country of origin	Code	Pref Origin UE	Ext Price	Curr
FRANCE	FR	yes	1237.61	EUR
FRANCE	FR	no	453.96	EUR

Montant Total	yes	1237.61	EUR
Montant Total	no	453.96	EUR
Poids Brut	yes	68.28854	KG
Poids Brut	no	16.86384	KG

Non-Taxable : 0	Currency : EUR	Line Total :	1691.57
Taxable : 1691.57	0.00 %	Discount :	0
Tax Date : 16/10/24		:	0
		:	0
		:	0
		Total Tax :	0
		Total :	1691.57

APTIV - GENERAL TERMS AND CONDITIONS OF SALE,

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF SALE ("GTCS") SHALL CONSTITUTE THE APPLICABLE CONDITIONS BETWEEN APTIV INTERNATIONAL OPERATIONS LUXEMBOURG S.À R.L., A "SOCIÉTÉ À RESPONSABILITÉ LIMITÉE", HAVING ITS REGISTERED ADDRESS AT 12C RUE GUILLAUME, J. KROLL, L-1882, LUXEMBOURG, REGISTERED WITH THE LUXEMBOURG TRADE AND COMPANIES REGISTER UNDER NUMBER B.99207 ("SELLER") AND ANY PURCHASER OF ITS PRODUCTS ("BUYER") RELATING TO THE SALE OF SELLER'S GOODS AND/OR SERVICES ("GOODS"), AND SHALL APPLY TO ALL QUOTATIONS, ACKNOWLEDGEMENTS, DELIVERIES AND/OR TO ALL PURCHASE ORDERS PLACED BY BUYER. SELLER SHALL NOT BE DEEMED TO HAVE WAIVED THESE GTCS IF IT FAILS TO OBJECT TO PROVISIONS APPEARING IN, INCORPORATED BY, REFERENCED IN, OR ATTACHED TO BUYER'S PURCHASE ORDER(S) AND/OR IN ANY OTHER DOCUMENTS OF BUYER.

BUYER'S SILENCE OR ACCEPTANCE OF OR PAYMENT FOR OR USE OF GOODS SHALL CONSTITUTE FULL AND COMPLETE ACCEPTANCE OF THESE GTCS.

Article 1 - Formation of contract - Entirety - Changes

1.1. The word "Contract" hereinafter means either individually or collectively but in order of descending prevalence in the event of any discrepancies between the following: (i) SELLER's quotation(s); (ii) these GTCS; (iii) SELLER's purchase order acknowledgement of receipt; (iv) any type of order(s) placed by BUYER ("PO"), excluding any of its terms and conditions of purchase or any equivalent terms and/or excluding any provisions or terms appearing in, incorporated in or referred to in or attached to the PO and any other documents of BUYER; and/or (v) the technical specifications as defined or expressly accepted by SELLER.

The PO shall be deemed to be binding on SELLER only if acknowledged so by SELLER. Once the PO is acknowledged, BUYER is not entitled to change or cancel the PO without SELLER's prior written consent. All quotations issued by SELLER are deemed to be valid for a period of 30 calendar days following their date of issuance unless otherwise specified by SELLER.

1.2. If required, the effectiveness of the Contract will be conditional upon: (i) receipt of the agreed down payment; (ii) receipt of the contractually compliant documentary credit; (iii) obtaining coverage export credit insurance; and (iv) obtaining of any requisite approval of competent government authorities. If all the aforementioned conditions are not fulfilled within 45 days as from the date of execution of the Contract, the Contract shall be deemed null and void.

1.3. No change to the Contract shall be valid unless jointly agreed upon in writing by SELLER and BUYER.

Article 2 - Delivery - Risk - Retention of Title

2.1. Unless expressly agreed otherwise, the Goods shall be delivered EXW (Ex-Works) at SELLER's premises, as per ICC Incoterms 2010. Partial delivery is permitted. Risk of loss of or damage to the Goods shall pass to BUYER at the time of delivery.

2.2. If it has expressly been agreed between SELLER and BUYER that the delivery term is not EXW (Ex-Works) and if damage occurs to the Goods during transportation and/or if such damage is discovered by BUYER during inspection, BUYER shall then immediately inform SELLER by fax or e-mail, issue a claim to the carrier precisely describing said damage on the document presented to BUYER by the carrier and keep a copy of such document. BUYER shall then immediately confirm said claim to the carrier in a letter with acknowledgement of receipt. BUYER shall hold harmless and indemnify SELLER and/or its insurers for any said damages in case of BUYER's failure as to said notification, issuing and confirmation.

2.3. Title to the Goods shall pass to BUYER upon full receipt of payment by SELLER.

Article 3 - Terms of performance

3.1. BUYER shall provide SELLER on a timely basis with all drawings, data, documents and all other information necessary to carry out the Contract and SELLER shall be entitled to rely without further inquiry on such drawings, documents, data and information. Moreover, SELLER shall not be liable for any design, manufacturing or other errors, which are the result of a defect in the drawings, documents, data or any information provided by BUYER or third party(ies), or of a lack of information from BUYER.

3.2. In the event of inability to deliver the total quantity of Goods specified herein for any reasons, SELLER may allocate its manufacturing capacities amongst any purchasers, as well as any affiliated companies of SELLER, on such basis as it may be deemed fair and reasonable. SELLER will inform BUYER on the conditions under which such allocation is applied.

Article 4 - Times of Delivery - Acceptance

4.1. Date(s) for delivery or any time limit(s) set forth in the Contract are SELLER's best approximation of such date(s) or time limit(s); SELLER disclaims any liability whatsoever with respect to such delivery date(s) or limit(s). Delivery times shall be automatically postponed or extended in case of delay which is not attributable to SELLER such as occurrence of force majeure or non-fulfilment by BUYER of its own obligations.

4.2. BUYER shall perform an inspection of Goods in accordance with §6.3. If silent, BUYER is deemed to have accepted the Goods. Reservation(s), issued by BUYER on minor defects which do not affect the basic functions and/or performances of the Goods, shall not prevent full acceptance of the Goods. Except if defect(s) in the Goods is (are) exclusively attributable to SELLER, the return of Goods by BUYER is made at its own expenses and risks. All Goods are governed by SELLER's part numbers and any BUYER's numbers are used for reference purposes only.

Article 5 - Prices - Payment

5.1. Prices are stated in Euro, calculated for Goods delivered EXW SELLER's premises (as per International Chamber of Commerce Incoterms 2010) and include standard packaging as used by SELLER. In case the cost of the raw materials increases by more than 5 %, the prices specified in the Contract may be increased accordingly upon prior notice to BUYER and provided that the invoice(s) corresponding to the affected Goods has (have) not been issued by SELLER as of the date of such price increase. All prices are quoted exclusive of (i) any and all taxes, tariffs, levies including VAT and any other taxes, (ii) transportation and insurance costs. BUYER agrees to indemnify and hold harmless SELLER for any liability for tax in connection with the sale, collection or withholding thereof of Goods. If any law or regulation comes into force after the date of SELLER's quotation which increases the cost of performance, the price shall be adjusted accordingly. BUYER undertakes to provide SELLER with all information and documents which could be required for Value Added Tax purposes.

5.2. Goods will be invoiced upon delivery EXW SELLER's premises. All invoices shall be paid Net 30 days from the date of the invoice or such other payment term as agreed between the parties in writing. In addition to any other rights, SELLER may charge interest on all overdue payments at the interest rate applied by the European Central Bank in Frankfurt Am Main, Germany, to its most recent main refinancing operation plus 8 percentage points. No discount shall be granted for early payment. SELLER may charge a fixed amount for recovery fees of €40 in case of late payment.

5.3. Payments shall be made with no deductions, withholdings, set-off or other charges of any kind, regardless of any disputes, litigation and/or discussions between SELLER and BUYER.

5.4. Invoices cannot be further contested, in all or in part, by BUYER if not contested, in writing, within two business days following their receipt. Failing such a contestation, invoices will be deemed irrevocably accepted by BUYER.

Article 6 - Warranty

6.1. SELLER warrants that the Goods will comply with SELLER's technical specifications and/or will be free from defects in materials and workmanship. Except as otherwise mandatory provided by applicable law, this warranty shall expire 12 months after the delivery of the Goods.

6.2. If, within the warranty period, Goods are shown to be defective for reasons directly attributable to SELLER, SELLER shall at its option: (i) repair, replace under the same Contract's conditions, or modify, all or part of such defective Goods or, (ii) issue a credit note to BUYER for a lump sum equivalent to the selling price (excluding taxes) of such defective Goods. If requested by SELLER, BUYER shall return such defective Goods to SELLER.

6.3. The warranties and remedies set forth in this Article 6 are subject to BUYER: (i) inspects the Goods within 2 working days from delivery, (ii) in case of defect, notifies such defects to SELLER in writing within 5 working days from delivery and/or in case of hidden defect, immediately upon becoming aware of such defect, (iii) precisely describes in such notice the nature of such defects to SELLER, and (iv) properly receipts, handles, stores, installs, operates, maintains or uses the Goods without subjecting them to alteration, accident, abuse, misuse or repair.

6.4. The warranties and remedies shall not apply to defects due to (i) information, such as design, material, products and equipment, supplied by and/or specified by BUYER or third party(ies), (ii) lack of information from BUYER, (iii) Goods which have been altered or repaired by anyone other than SELLER, or (iv) due to normal wear and tear of the Goods.

6.5. THE FOREGOING WARRANTIES SET FORTH IN THIS ARTICLE 6 SHALL CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY SELLER TO BUYER, AND SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES THERETO, AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

Article 7 - Liabilities/Penalties

7.1. SELLER shall not be liable to BUYER in any way whatsoever, except for its gross negligence ("faute lourde") or wilful misconduct ("dof"). The remedies expressly provided are the sole remedies available to the parties and the parties waive any other rights that they may have to the maximum extent permitted by applicable laws.

7.2. BUYER shall not introduce any claim at any time more than 12 months from the delivery date of Goods.

Article 8 - Confidentiality - Intellectual Property - Patent Infringement

8.1. SELLER has a proprietary interest in all of the drawings, designs, specifications, documents, information or know-how which may be provided under the Contract and in any know-how, improvement, discovery or invention which may be made, developed or conceived in the performance of the Contract or which may arise or result therefrom ("IP"). BUYER shall maintain and shall require its employees, agents, suppliers and contractors to maintain all IP in confidence, in whole or in part, in any and all territories, and shall not use, copy, reproduce, release, disclose or publish in any manner, or file patents, designs or trademark applications on any IP, or allow access to or possession of any IP to any third party without the prior written consent of SELLER. All IP and related exclusive rights remain SELLER's property and BUYER is only granted with a limited personnel right of use for the sole and exclusive purpose of performing the Contract. In the event that BUYER is officially requested or required to disclose any IP, in whole or in part, BUYER shall notify SELLER promptly of the request or requirement, in writing.

8.2. SELLER shall, with respect to the regular sale and use of Goods designed by SELLER, indemnify BUYER from any and all damages and costs that BUYER is held liable for further to a final decision in any suit or proceedings for infringement of any intellectual property rights ("IPR") valid in the manufacturing country of the Goods, provided that (i) SELLER is notified promptly in writing and given full authority, information and assistance for the defence of said suit or proceedings and (ii) the infringement does not result from any application, use of such Goods in association or combination with any other material, equipment, device or item not supplied by SELLER, or modifications of such Goods by anyone. In case the Goods or any part thereof furnished hereunder is held further to a final decision in any such suit or proceedings to constitute an infringement and its use is enjoined, SELLER shall, at its option and at its own expense, take one of the following actions: (i) procure for BUYER the right to continue using said Goods or part thereof; (ii) replace it with substantially equivalent non-infringing Goods; or (iii) modify it so it becomes non-infringing. SELLER's defence and indemnity, as provided herein, shall constitute complete fulfillment of all its obligations or liabilities to BUYER with respect to any IPR infringement and shall constitute BUYER's exclusive remedy with respect thereto.

8.3. BUYER shall fully defend, indemnify and hold SELLER (including its suppliers) harmless from all expenses (including attorney's fees), damages, losses and/or proceedings arising from any claim, suit or demand that any Goods manufactured according to BUYER's (including BUYER's subcontractors) design, changes, specifications or instructions infringe any third-party's IPR.

8.4. The provisions of this clause shall survive the termination or expiration, for whatever reason, of the Contract.

Article 9 - Tooling: Any tools, machinery, dies, jigs, fixtures or items of like nature manufactured or purchased by SELLER ("Tools") for the performance of the Contract are the exclusive property of SELLER, even if BUYER has contributed to part of the costs of the Tools.

Article 10 - Force Majeure: SELLER shall not be considered in default in the performance of any of its obligations to the extent that such performance is delayed by a force majeure event. Force majeure shall mean any event beyond SELLER's reasonable control, such as: acts of God, terrorism acts, storm, flood, fire, riot, sabotage, prohibition of trade, strike, any combination of workmen, effects of energy and/or raw materials shortage, equipment breakdown, delays in the transport of the same from causes listed herein as force majeure, interference by civil authorities, acts, regulations or orders of any governmental authority (including delay or failure to issue licenses, permits or authorizations of any kind whatsoever), acts of war, acts or failure to act of BUYER. The contractual dates shall be postponed to the extent necessary to overcome the consequences of the force majeure event. If the force majeure event lasts for more than 3 months, then both parties may terminate the Contract *ipso jure* (without prior approval of any tribunal) and will mutually agree in good faith on the consequences of such termination.

Article 11 - Suspension - Termination

11.1. In case BUYER fails to pay any sum due to SELLER under the Contract or SELLER considers, at its sole discretion, that BUYER's financial conditions are or become unsatisfactory (with or without notice from BUYER), SELLER shall be entitled to (i) suspend the Contract's performance, or extend the time limit for the Contract's performance, until full payment of any overdue invoice(s) by BUYER, and/or (ii) demand immediate payment before delivery.

11.2. SELLER shall be entitled to terminate the Contract *ipso jure* (without prior approval of any tribunal) by giving written notice thereof to BUYER with immediate effect in case BUYER is in material breach of any of its obligations such as delay in payment. In such case, BUYER shall pay all Goods delivered and/or in progress at the date of termination, in addition to any other remedies or rights available at law.

11.3. SELLER shall have the right to suspend all deliveries or to terminate the Contract *ipso jure* (without prior approval of any tribunal) by giving written notice with immediate effect if: (i) BUYER becomes insolvent or, (ii) SELLER is of the opinion that BUYER will not be in a position to fulfil its obligations under the Contract. Such suspension or termination shall be without prejudice to any other rights or remedies available at law. In any case, BUYER shall: (i) do its best efforts to preserve the physical integrity of the Tools in BUYER's custody and of all Goods which have been delivered by SELLER and not fully paid for, (ii) affix indelible stamps on Tools showing SELLER's property, and (iii) upon SELLER's first request, immediately return said Goods and/or Tools to SELLER and/or give SELLER full assistance in order for said Goods or Tools to be promptly sent back to SELLER.

Article 12 - Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg and the parties hereby agree to submit each dispute or litigation regarding the validity, interpretation or fulfillment of the Contract to the exclusive jurisdiction of the Courts of Luxembourg-City.

Article 13 - Other Terms

13.1. Any waiver of any of the terms hereunder by SELLER shall not be deemed to be a waiver of any subsequent breach or default of any of the terms herein.

13.2. BUYER shall not assign and/or transfer all or part of its rights and/or obligations under the Contract to any person or entity without SELLER's prior written consent. SELLER is entitled to assign or transfer any of its rights or obligations under the Contract to any of its affiliates. SELLER is entitled to sub-contract to one or more sub-contractors all or part of its obligations under the Contract.

13.3. BUYER shall be responsible for all dealings with any relevant governmental authorities and regulatory agencies and shall obtain and maintain, at its own expense, such permits, licenses and authorizations as may be required for the performance of the Contract (including for the use, sale or distribution of the Goods or performance of Services by SELLER) in such country or countries, and shall assist SELLER in obtaining any other visas, permits and customs clearances in this respect, if any.

13.4. Any technical advice, recommendations or services rendered by SELLER are based on data believed to be reliable and are intended for use by skilled and professional persons at their own risks. SELLER assumes no liability whatsoever for events resulting or damages or losses incurred from their use. They are not intended to suggest nor shall they be construed as instructions or license to operate under any process. All descriptions, specifications, drawings and illustration contained in SELLER's catalogues and any other advertisement matters are indicative only, and none of these shall be deemed binding on SELLER.

13.5. The invalidity in whole or in part of any provision of the Contract shall not affect the validity of any other provision.

Aptiv GTCS AIOL, September 17, 2020