1. Scope
These Purchasing Terms and Conditions apply to all orders placed by Valeo entities ("Valeo") for goods including tooling, equipment, parts, components, assemblies and sub-assemblies, raw materials, and services (the “Supplies”). The provisions of these Purchasing Terms and Conditions are as a result of the acceptance of the Order in accordance with Article 2 below considered to be accepted as is, except if more specific terms appear in the order and shall take precedence over the Supplier’s terms of sale. The term Order (the “Order”) means the purchase order issued by Valeo and expressly incorporates by reference: these Purchasing Terms and Conditions, the documents that define the characteristics of the Supply (drawings, specifications, lists of requirements, etc.) and documents specifying other contractual terms (the “Documents”).

2. Order
Supplies must be covered by a purchase order, which may have an unlimited term (“Open Order”) or a fixed term (“Closed Order”). The Order may be sent by mail, fax or any electronic means agreed upon. The supplier (the “Supplier”) accepts the Order by sending the acknowledgement of receipt appended to the purchase order, by mail, fax or any electronic means agreed upon, within eight (8) business days of the Order date. Any Order the receipt of which is not acknowledged but which is performed by the Supplier, in full or in part, will be considered to be accepted.

Any quantities specified in an Open Order are merely indicative and do not constitute a firm commitment on the part of Valeo. Periodic delivery requests that stipulate the quantities of Supplies to be delivered as well as delivery dates will be issued in relation to a given Open Order.

By accepting the Order, the Supplier undertakes to provide and/or produce Supplies according to the Valeo Production System and Valeo Quality System procedures and any
other existing Valeo Quality procedures in place at the time of the Order and during performance of the Order which have been communicated to the Supplier.

3. **Specific Obligations of the Supplier**

3.1 The Supplier shall ensure that the Supplies to be delivered are produced in accordance with health, safety and environmental protection laws, regulations and standards and with the labor laws in force in each of the countries involved in their production. In particular, in the Czech Republic, the Supplier undertakes to comply with the regulations governing the prohibition of illegal employment and to provide, at Valeo’s first request, the documents required under legal and regulatory provisions which certify that the Supplier’s employees are legally employed. In addition, the Supplier will adopt in its business dealings the ethical rules set out in the United Nations Global Compact on human rights, labor standards, the environment and anti-corruption as well as the rules of Valeo’s Code of Ethics. The commitment of the Supplier to be familiar with and satisfy the requirements of Valeo’s Code of Ethics, and to comply with the rules and procedures established to implement the Code by Valeo’s business partners, is a pre-requisite to continued business dealings between Valeo and the Supplier. The Code of Ethics and its implementing rules which have been communicated to the Supplier are also available at [www.valeo.com](http://www.valeo.com).

As a professional in its field, the Supplier shall provide Valeo with such recommendations and warnings as are necessary or relevant to the quality and security of Supplies, to make recommendations in view of the use for which the Supplies are intended, and to make proposals likely to improve the quality or the cost of the Supplies.

As a professional aware of the constraints of the automotive industry, particularly in terms of quality, cost and leadtimes, the Supplier shall, in general, comply with the standards and practices of that industry, as practiced by the carmakers who are Valeo’s customers.

3.2 The Supplier shall promptly respond to any request for information by Valeo concerning the Supplies and shall certify the origin and composition of the Supplies. In particular, upon Valeo’s request, the Supplier will promptly provide to Valeo, in such
format as Valeo may request, information to enable Valeo and/or Valeo’s customers, to timely comply with all due diligence, disclosure and/or audit requests and requirements with respect to the ingredients and materials used in the Supplies, including, without limitation, under so-called “conflict minerals” laws (for example, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and other laws passed in any jurisdiction requiring any disclosure or restriction on the use of ingredients or materials (the “Ingredients Laws”). If requested by Valeo, Supplier’s response shall include a thorough inquiry of Supplier’s supply chain identifying the ingredients or materials in the Supplies and the country of origin of such ingredients or materials. The Supplier shall take all actions necessary to ensure that the Supplies will be free of ingredients or materials restricted by the Ingredients Laws.

3.3 Valeo may at any time request a modification of the characteristics of the Supplies, the production process, or packaging or logistics specifications. In such a case, the Supplier shall promptly provide Valeo with a feasibility proposal which includes a schedule, together with an analysis of the potential consequences for the quality/reliability of the Supplies and the impact on the production cost. The Parties shall discuss these elements, within a timeframe that, to the extent possible, accommodates the scheduled implementation date in order to find a balance between the technical and business aspects of implementing the proposed change. If, following such discussions, it is impossible to find a balance that accommodates the interests and restrictions of the two parties, Valeo may either refrain from making the change or cancel the Open Order in accordance with Article 14.1.1. In case that the parties achieve an agreement, they will conclude an amendment to the Documents reflecting the change in the form envisaged by the Documents.

3.4 The Supplier may not make any change to the Supplies, and notably may not change a component, materials, processes or the manufacturing site, without prior validation in accordance with Valeo’s Quality procedures which have been communicated to the Supplier and the habitual rules of the automotive industry.
3.5 To ensure the proper performance of an Open Order, the Supplier shall establish and maintain a back-up plan including, in particular, back-up inventory as agreed with Valeo, to be determined taking into account the procurement lead times for materials and/or components and/or sub-assemblies, the Supplier’s process-related restrictions (e.g. use of shared resources, bottlenecks) and Valeo’s average requirements over the three previous months or the average forecast requirements for the six following months in the case where the production of a new product is in the ramp up stage. This inventory will be drawn on a FIFO basis so that inventory turnover does not exceed three months.

3.6 The Supplier shall deliver the Supplies to meet the needs of the spare parts market for ten years following the sale of the last vehicle of the model or models of the range incorporating the said Supplies or for 15 years if the Supplies are intended for the heavy duty vehicle market or if such spare parts are intended for at least one market the regulations of which stipulate a guaranteed supply of spare parts for 15 years.

To that end, and during these periods, the Supplier shall maintain the production tooling and equipment needed for the Supplies in good working order and keep the technical documentation and manufacturing instructions.

During the transition from mass production to spare parts production and in the two (2) years following the start up of spare parts production, the prices applied to spare parts will be the prices applicable at the end of the mass production period, plus specific packaging and transportation costs as agreed upon with Valeo. To ensure price stability during these two years, different batch sizes may be agreed at the Supplier’s request.

3.7 To continually enhance the competitiveness of the Supplies and of Valeo products incorporating said Supplies, the Supplier shall implement productivity measures on an ongoing basis. The minimum expected level of annual productivity is determined by mutual agreement.
3.8 The delivery leadtime indicated either in a Closed Order or in a delivery request under an Open Order is an essential component of the Order and must be strictly respected by the Supplier once it has accepted the Order.

The early delivery of Supplies will not be accepted without Valeo’s prior written approval.

The Supplier will be liable for any damages incurred by Valeo which result from late delivery, including operating losses from the stoppage of its production line, all costs charged to Valeo by its customers, and the differential cost of placing a Supply order with a third party if the Supplier is unable to deliver the Supplies for a prolonged period.

In addition, Valeo may exercise its right to cancel the Order in accordance with Article 14.2 in the event that circumstances cause a prolonged inability on the part of the Supplier to deliver on schedule or if repeated delays disrupt the logistics chain and/or lead to charges or expenditure that make maintaining the contract no longer commercially acceptable.

3.9 If the Supplier must carry out works at a Valeo facility, the Supplier shall comply with the internal regulations in force at the facility as well as with applicable legal and regulatory provisions, notably those pertaining to health and safety, and labor and employment legislation governing work done in an establishment by an outside company. It is understood that the same obligations apply to any sub-contractors of the Supplier. The Supplier shall be solely liable for any personnel or sub-contractors who carry out work at a Valeo facility and will take charge of the remuneration, guidance and management of such staff.

4. Intellectual Property Rights
The Supplier will be personally responsible for the validity of its intellectual property rights to the Supplies and the free use of Supplies in relation to the intellectual property rights of third parties. The Supplier will compensate Valeo for any costs, expenses or damage incurred by Valeo in connection with any claim and/or complaint from a third party on the grounds of counterfeiting, unfair competition or any similar or related action which is
intended to prevent, limit or modify the marketing, sale or use of the Supplies by Valeo or its customers. Valeo will promptly inform the Supplier of such actions.

In the event of any claim raised against Valeo in relation to third party intellectual property rights, the Supplier shall, at its own expense and at the choice of Valeo:
- either obtain for Valeo and its customers the right to freely use the Supplies,- or replace the Supplies or modify them such that their use will no longer be disputed. Substituted or modified Supplies must in any case comply with the Documents and be submitted for the acceptance of Valeo and its customers before production being launched. The Supplier shall also, at its own expense, take back any inventory of the disputed Supplies held by Valeo and/or its customers. The Supplier shall compensate Valeo for any damage suffered by Valeo resulting from such a complaint and for losses suffered as a result of the disruption to its and/or its customers’ production and the total or partial non-performance of contracts signed between Valeo and its customers and for any negative effect such complaint might have on Valeo’s corporate reputation. Without prejudice of the above, Valeo shall have the right to terminate the Order in accordance with article 14.2.1.

5. Prices, Invoicing and Payment Terms

5.1 Prices
The applicable prices are those given in the Order. They are firm and are understood, unless otherwise agreed, to be Delivered Duty Paid (DDP), in accordance with the ICC Incoterms 2010, at the place of delivery of the Supplies as indicated in the Order. Prices are all inclusive and remunerate the Supplier for all costs, risks, charges and obligations of any sort in relation thereto and take account of all the elements that make up the Order.

No changes may be made to the prices without the express agreement of the parties following good faith negotiations.

If one party makes a price-change request that is, following good faith negotiations, rejected by the other party then the first party may terminate the Order in accordance with Article 14.1.1 by a delivery of a termination notice within eight (8) days following the date
of the rejection. After the lapse of the said period, the termination right described in the previous sentence shall expire and the original price terms of the Open Order will be deemed confirmed.

During negotiations and/or until the end of the notice period for termination, the Open Order must continue to be performed in accordance with the contractual terms in force, notably the price terms.

5.2 **Invoicing and payment terms**
All details shown in the Order which allow the Supplies to be identified and checked must appear on the invoice. The invoice must be sent to the billing address on the front of the Order form.

Unless otherwise agreed and/or unless mandatory legal provisions provide otherwise, Supplies (excluding tooling) are payable by bank transfer within 90 days (60 days where the Czech law is applicable to the Order) of the date on which the invoice was delivered to Valeo. Payment terms of the tooling are as indicated in the Documents.

Valeo shall be entitled to offset amounts owed to it by the Supplier, for any reason, upon informing the Supplier of this.

6. **Packaging and shipping documents**
The Supplier will deliver the Supplies in packaging that is appropriate for the Supplies in question, and the kind of transportation and storage used, so as to ensure that they are delivered in perfect condition. The Supplier will be liable for damage (breakage, missing items, partial damage, etc.) due to inappropriate or unfit packaging.

Every packaging unit must display on the outside in legible form the notices required under applicable regulations, notably those pertaining to transportation, as well as any special handling or storage instructions. Notices will also specify the Order number, the batch
number, a description of the Supplies, the names and addresses of the shipper and receiver, the quantity of units contained, and the gross and net weight of the package. The delivery will be accompanied by a delivery slip as well as any safety data information sheets, where applicable.

7. Delivery
7.1 Supplies are delivered to the place indicated in the Order. They are accompanied by a delivery slip in duplicate giving identification details for the Supplies as well as the quantity, as stipulated in the Closed Order or delivery requests in the case of an Open Order.

7.2 Valeo reserves the right to refuse some or all of the delivery of Supplies, by means of an ordinary letter, fax or other electronic means, in the event of late delivery, in the event that the delivery is incomplete or contains more Supplies than were ordered, or in the event of non-compliance with the Order.

Failure to issue any reservation or complaint upon take-over of the delivery will constitute neither final acceptance of the Supplies delivered nor a waiver by Valeo of its right to seek subsequent redress owing to non-compliance with the Order or apparent or hidden defects of the Supplies.

7.3 After delivery, Valeo will make its best efforts to promptly notify the Supplier of any non-compliance with the Order or visible defects of the Supplies that would preclude the final acceptance of Supplies, as soon as they are detected during the normal sequence of operations. The Supplier may not refuse to take action to remedy the situation on the grounds that the complaint was made in a non-timely fashion.

7.4 Supplies that are not definitively accepted as per a notification by Valeo as provided for in Article 7.3 will be made available to the Supplier at the place indicated in the notification, to allow the Supplier to check the nature of Valeo’s complaints. If no challenge is made and/or the Supplies are not reviewed within three (3) days of Valeo’s notification, the Supplier must take back the Supplies at its own cost and risk within eight
(8) days, failing which any unrecovered Supplies will be returned to the Supplier or destroyed, at the Supplier's own risk and cost.

7.5 The Supplier will be liable for all damages caused to Valeo or third parties (notably Valeo's customers) which result from the failure by the Supplier to perform its obligation to deliver Supplies, and in particular any damages suffered by Valeo to replace non-compliant Supplies, to resolve any disruption in its production and to reimburse the costs billed to Valeo by its customers. Such damages may include, without limitation, rejects, stocking, sorting, interim costs, rework, breakage of tools, breakdowns and/or line stoppages at Valeo or its customers’ facilities, field campaigns, penalties, ordering Supplies or tools from a third party.

8. Warranties

8.1 The Supplier, which is an expert in its field, shall have an obligation of results and strict liability for its design (if this has been entrusted to the Supplier), its manufacturing process and its technical choices in the production and the fitness of the Supplies for the purpose for which they are intended. Valeo’s acceptance or validation of drawings, processes, specifications or initial samples will in no way reduce the warranty liability of the Supplier.

The Supplier shall warrant in particular that the Supplies are:
- compliant with the Order, the Documents, the initial samples as accepted by Valeo and the applicable professional practices, standards, laws and regulations;
- fit to fulfill the functions and the use for which they are intended (within the limits that may be specified by the Supplier) and offer the level of security that may be reasonably expected;
- free of any visible or latent defects or operating defects;
- free of any intellectual property rights held by third parties.

8.2 In case the Supplies or their characteristics are in conflict with the above warranty, and in proportion to its liability, the Supplier will compensate Valeo for all physical, direct and consequential damage of a material or immaterial nature suffered as a result by Valeo,
including, but not limited to, the cost of actions linked to the replacement of defective Supplies and compensation paid by Valeo to its customers (field service actions or recall campaigns included).

9. **Insurance**

The Supplier will take out an insurance policy with a company that is known to be solvent, in accordance with terms set by Valeo (taking into account the amount of turnover made by the Supplier with Valeo) and will provide evidence of this at first request. Coverage by this insurance policy will in no case limit the liability of the Supplier in relation to the Supplies.

10. **Assignment (intuitu personae) – Sub-contracting**

10.1 The Supplier shall not assign and/or transfer the Order or any of its rights or obligations arising under the Order, even free of charge, either in full or in part, without Valeo's express prior written agreement.

10.2 In the event of change of direct or indirect control of the Supplier, or if the Supplier’s business is sold, Valeo shall have the option of terminating the Order, in accordance with Article 14.2.2.

10.3 The Order may not be sub-contracted, in full or in part, directly or indirectly, by the Supplier, without Valeo's express prior agreement.

Should the Supplier be authorized to sub-contract a part or all of the Order to one or more third parties, the Supplier shall remain solely and fully liable to Valeo for the performance of the Order and the compliance with the Purchasing Terms and Conditions. The Supplier will compensate Valeo for any costs, expenses or damage incurred by Valeo in connection with any complaint from Supplier’s sub-contractors and defend and compensate Valeo for any consequences arising from such complaints.
10.4 Valeo may assign or transfer, in full or in part, the Order or any of its rights and obligations arising under the Order to an Affiliate company or to a company that takes over some or all of its activities.

11. Confidentiality
11.1 All information provided to the Supplier by Valeo, by its affiliates or representatives, including, but not limited to, technical, industrial, commercial or financial information, regardless of how it was communicated (in verbal, written, other form) including, in particular, designs, drawings, descriptions, specifications, reports, microfilms, electronic media, software and related documentation, samples and prototypes (the “Information”), is confidential.

The Information shall also include information that representatives of the Supplier, its suppliers, sub-contractors, agents, permanent or temporary personnel may obtain in relation to the Order.

11.2 The Information may not be used except in relation to the Order. The Supplier will take measures to ensure that none of the Information is shared with or divulged to a third party, even a sub-contractor, without Valeo's express agreement.
Any breach of this obligation may lead to the application of Article 14.2.

11.3 This obligation of confidentiality will remain in effect for five (5) years after the Order is terminated or expires, irrespective of the reason for termination.

Once the Order is finished, the Supplier will return to Valeo, upon its first request, all documents, confidential or otherwise, relating to the Order and will not keep copies on any medium whatsoever without Valeo’s express prior agreement.

12. Transfer of Ownership and Risks
12.1 Once the Order is accepted by the Supplier, ownership of the Supplies will be transferred to Valeo as the Supplies and any sub-components thereof are produced. As a
consequence, the Supplier undertakes to implement measures to individualize the Supplies as they are produced to ensure that they are not confused with the Supplier's inventory or with goods (merchandise, tooling or equipment) intended for other customers.

12.2 Valeo reserves the right, during the performance of the Order and before delivery of the Supplies, to check the manufacturing processes used to produce the Supplies and the Supplies themselves, on the premises of the Supplier and of any sub-contractors. The Supplier shall give Valeo free access to its premises at any time and ensure that Valeo has free access to its sub-contractors. Supplier shall also allow for Valeo to test the Supplies. Such access or testing shall not in any way reduce the warranties provided by the Supplier.

12.3 The transfer of risks relating to the Supplies will occur according to the Incoterm stipulated in the Order and, in the absence of an Incoterm, at the point of delivery of the Supplies.

13. Molds, Tooling, and Other Specific Equipment
13.1 All molds, tooling, and other specific equipment (the “Equipment”) provided to the Supplier by Valeo or produced at Valeo’s request, will remain the property of Valeo or of its customer, or will become the property of Valeo or of its customer as it is produced, according to agreements entered into directly between Valeo and its customer.

Valeo provides the Equipment to the Supplier to be used for the manufacturing needs in relation to the Supplies under the terms of a loan for use agreement or a loan for use sub-agreement (in Czech: “výpůjčka”), depending on whether the Equipment belongs to Valeo or its customer. This will be agreed upon before the Equipment is delivered to or used at the Supplier’s premises.

In all cases, and even absent a formal loan agreement or sub-agreement, the Equipment provided or made available to the Supplier is deemed to be in the possession of the Supplier on an ancillary basis for the purpose of the Order. The Equipment may be used only to
perform the Order and may not be loaned, made available to a third party, reproduced, copied, pledged or granted as security.

At the Supplier's expense, the Equipment must be fitted with a plate positioned in a visible place which indicates the identification number, the name of the owner of the Equipment, in accordance with details provided by Valeo, and the words “Property of Valeo which may not be sold, transferred, or pledged” (“Majetek Valeo, který nemůže být prodán, zcizen nebo zastaven”).

No changes may be made to the Equipment without Valeo’s prior express agreement.

Upon the termination of the Order, irrespective of the reason for termination, the Equipment must be returned to Valeo or to the customer named by Valeo, upon the first request of Valeo.

13.2 As the guardian of the Equipment, the Supplier will bear the risks of loss, theft, damage or destruction of the Equipment and will take out insurance to cover the replacement value of the Equipment. As a prudent and careful user, the Supplier will keep the Equipment in perfect working order and will be responsible for any premature wear and tear or deviations in the manufacturing process. The Supplier will inform Valeo, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment. The Supplier will take out all necessary liability insurance policies against damage that the Equipment may cause to third parties and will provide proof of insurance at least once a year during the term of the Order.

14. Termination
14.1 Termination for Convenience
14.1.1 An Open Order is placed for an unlimited term. The quantities to which Valeo commits itself will be those shown on the delivery requests.
Valeo may terminate an Open Order at any time subject to prior notice of three (3) months, given by registered letter with acknowledgement of receipt. This notice period may be shortened by express agreement of the parties.

The Supplier may terminate an Open Order at any time subject to giving prior notice of twelve (12) months by registered letter with acknowledgement of receipt. This twelve month period shall apply even if the Supplier decides to stop production of the Supplies or to close the facility that produces the Supplies. This notice period may be shortened by the express agreement of the parties. If, however, the twelve (12) month notice period does not allow Valeo to ensure the continued performance of its obligations to its own customers, the notice period will be extended until production of the Supplies resumes at an alternate Supplier.

During the notice period, irrespective of which party initiated it, the Open Order must continue to be performed under the contractual terms in force at the time of termination, and especially the price terms.

14.1.2 A Closed Order is placed for a limited term and may not be renewed.

14.2 Termination for cause

14.2.1 If the Supplier fails to meet one of its key contractual obligations (timely delivery of Supplies complying with the expected quality standards and the stipulated terms) and fails to remedy this, entirely or partly, within one (1) month after receiving a notice of the relevant failure from Valeo sent by registered letter with acknowledgement of receipt, Valeo may terminate the Order (automatically and without the necessity for recourse to any court or jurisdiction) by a termination notice sent to the Supplier by registered mail with acknowledgement of receipt. Such termination notice will be effective as of its delivery to the Supplier. Valeo reserves its rights, in such cases, to claim damages resulting from the breach.

14.2.2 In the event of a change in the situation of the Supplier as mentioned in Article 10.2, Valeo may terminate the Order (automatically and without the necessity for recourse to
any court or jurisdiction) by a termination notice delivered to the Supplier by mail or courier, subject to giving a notice period of eight (8) days.

14.3 **Effects of expiry or termination of the Order**
Prior to the expiry of the Order and in the event that an Order is terminated, irrespective of the reason for termination, the Supplier shall take measures and cooperate extensively and fairly to allow Valeo to ensure the continued performance of its obligations towards Valeo’s customers until production of the Supplies covered by the expired or terminated Order resumes at an alternative Supplier. In particular, the Supplier shall, if Valeo so requests, transfer to Valeo any inventory of parts, components, assemblies and sub-assemblies, raw materials, semi-finished or finished products that it holds at the date of the request. The Supplier similarly undertakes to return at Valeo’s first request any Equipment, whether in the process of being produced or in service, and all documentation (drawings, technical notices, maintenance handbook, etc.) notwithstanding any intellectual/industrial property rights that the Supplier may hold and that the Supplier waives using against Valeo or any third party mandated by Valeo.

15. **Miscellaneous provisions**
15.1 If any provision in these Purchasing Terms and Conditions becomes null and void or unenforceable, only that specific provision shall have no force, and the parties will work in good faith to establish a new provision that is as close as possible to the original provision.

15.2 No waiver by Valeo to apply its rights, even over a prolonged period, shall constitute novation or change of the Purchasing Terms and Conditions, the Order and/or the Documents.

15.3 The Supplier may not refer to its commercial dealings with Valeo without Valeo’s prior written authorization.

16. **Governing law - Jurisdiction**
16.1 This provision 16 takes precedence over any different provision contained in any prior or subsequent communication or agreement between Valeo and the Supplier in relation with any Order.

16.2 European contracts
If the Supplier is located in a country which is a member state of the European Economic Area, a) the Order is governed by the law of the country in which Supplier’s domicile is located, excluding the provisions of the United Nations Convention the International Sale of Goods and any conflict of law provisions that would require application of another choice of law; b) any action or proceedings by Valeo against the Supplier may be brought by Valeo in the court(s) having jurisdiction over Supplier’s or, at Valeo’s option, in the courts in Prague, c) any action or proceedings by the Supplier against Valeo shall be brought by Supplier in the courts in Prague.

16.3 Non-European contracts
If Supplier’s domicile is located in any other country which is not a member state of the European Economic Area, a) the Order is governed by the law of the country in which Supplier’s domicile is located, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law; b) any action or proceedings by one party against the other shall be brought in the courts in the capital city of the country in which Supplier’s domicile is located.

Notwithstanding the above, the following shall apply:
If Supplier’s domicile is located in the USA: the Order will be governed by the laws of the State of Michigan without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Valeo and Supplier agree that any and all disputes between them will be resolved by, and they each consent to, the exclusive jurisdiction and venue of the Oakland County, Michigan Circuit Court and the United States District Court for the Eastern District of Michigan, Southern Division to resolve any such disputes, including for lawsuits seeking monetary
relief or equitable relief. Supplier specifically waives any and all objections to venue in such courts.

If Supplier’s domicile is located in **China**: the Order will be governed by the law of China. Valeo and Supplier agree that any and all disputes between them will be resolved by, and they each consent to, the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Centre (“SHIAC”). The seat of the arbitration shall be Shanghai. The arbitral award shall be final and binding upon the parties. The arbitration shall be conducted in accordance with the SHIAC Arbitration Rules in effect at the date of the Request for Arbitration, subject to the following:

1) The arbitration shall be conducted exclusively in English. All arbitrators appointed must be fluent in written and spoken English. All documents filed, and all oral submissions must be in English. Any party wishing to rely on documentary or witness evidence in any other language shall be responsible for providing an accurate English translation or interpretation of the same to the other party and to the arbitrators, at the same time as the original language version is provided. In the absence of such English translation or interpretation, such evidence shall be disregarded;

2) There shall be three arbitrators;

3) The presiding arbitrator shall in no circumstances be an individual who holds (or has at any time in his or her lifetime held) the nationality of either party;

4) The parties agree to the appointment of arbitrators from outside of SHIAC’s panel of Arbitrators.

If Supplier’s domicile is located in **Russia**: the Order will be governed by the law of the Russian Federation, without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Valeo and Supplier agree that any and all disputes between them will be resolved by, and they each consent to, the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (“ICAC”) in accordance with its Rules. There shall be three arbitrators, none of which shall be of the Russian Federation nationality.
Each party shall appoint an arbitrator and the third arbitrator shall be appointed by the ICAC. The languages of arbitration shall be the Russian and English languages and the place of arbitration shall be Moscow. Decisions of the arbitration tribunal shall be final and binding upon both parties.

If Supplier’s domicile is located in India, the Order will be governed by the law of India, without regard to any otherwise applicable conflict of law provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Valeo and Supplier agree that in the event of a dispute, exclusive jurisdiction will be granted to the courts in New Delhi.