

## GENERAL and DEFINITIONS

- The following definitions shall apply:
 

<b>Agreement</b>	an agreement between MCI and the Customer relating to the sale and delivery of Goods by MCI;
<b>Buyer's Application</b>	Customer's intended use of the Good other than what the Good was originally intended for;
<b>CISG</b>	the United Nations Convention for the International Sale of Goods;
<b>Conditions</b>	these General Conditions of Sale and Delivery of MCI.
<b>Custom Element</b>	changes in industrial design, graphics (including Customer's name, trademarks or other Customer markings) or product features to the Good specifically for Customer;
<b>Customer</b>	the purchaser of the Goods as defined in the Agreement;
<b>Delivery</b>	the delivery of the Goods and/or the performance of services provided by MCI;
<b>Goods</b>	goods and/or services provided by MCI;
<b>MCI</b>	MCI Mirror Controls (Suzhou) Co. Ltd., a company established in Suzhou, P.R. China and or any of its affiliates in China;
<b>Price</b>	the price of the Goods as stated in the Agreement.

- The Conditions shall apply to and of the transactional terms that govern any (offer or acceptance in respect of an) Agreement, whereby MCI sells the Goods to the Customer, in the broadest sense. The contents of the written acceptance by MCI that is prepared in response to an order placed by the Customer constitutes the Agreement between MCI and the Customer. The acceptance by MCI is limited to these Conditions unless it is expressly agreed upon in writing otherwise.
- These Conditions constitute the final, complete, exclusive and entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding the subject matter of these Conditions. The failure of MCI to enforce at any time any of the provisions of these Conditions shall not be construed to be a waiver of such provisions nor the right of MCI to enforce such provisions in the future. At all times, MCI has the right to amend the Conditions at its sole discretion.
- The applicability of any general terms and conditions of the Customer under whatever name shall not apply to the Agreement, and their applicability is hereby expressly rejected and superseded by these Conditions.

## 2. QUOTES

All quotes made by MCI may be withdrawn at any time and will expire in any event sixty (60) days from the date of the applicable quote, unless MCI specifically provides otherwise in writing.

## 3. REPLACEMENT OF NULLIFIED OR VOIDED PROVISIONS

In the event a court declares any provision contained in the Conditions as null or void, the other provisions of the said Conditions shall remain fully in force. If required by the court, or in the absence of such requirement, as MCI may otherwise deem necessary to fulfill the purpose of these Conditions. MCI and Customer shall enter into negotiations with the express purpose of agreeing on new provisions to replace the nullified or voided provisions. Any new provisions included in the Conditions will be created in good faith collaboration to align as closely as possible with the original intent of the parties when they adopted the nullified or voided provisions that require to be replaced.

## 4. PRICE AND SALES

- All Prices are exclusive of any sales, use or excise tax imposed with respect to the sale of the Goods. Any such tax is for the account of the Customer and will be included separately on the invoices.

- New Prices will be effective as of 1 January of each consecutive calendar year, which may be communicated to Customer by means of a written notification.
- MCI is entitled to increase the Price in the event supplier materials have increased due to import- or other duties, or the cost of transport have increased since the acceptance by MCI of the order or if the effect of any governmental rule, regulation or decision is to increase the Price. MCI may also increase the Price in the event of any change in the exchange rate between the Euro and the currency in which payment for the Goods will be made or due to raw material price increases. The Customer is not entitled to cancel an order placed, and accepted by MCI if any such price increase shall occur.
- Unless otherwise agreed to in writing, Delivery shall be ExWorks at the relevant MCI plant (ExWorks, Incoterms 2020) and the packaging is Customer's property. From the moment MCI completes Delivery of the Goods, title and risk of loss or damage shall pass to the Customer.
- Unless otherwise agreed to in writing, the Customer shall promptly collect the Goods or arrange for their collection from MCI once MCI has completed Delivery. If the Customer refuses to take prompt Delivery or is negligent in providing any necessary information or instructions for Delivery, then the Goods will be stored at the Customer's risk. The Customer shall pay MCI all additional delivery, storage, insurance and any other costs incurred along with any loss arising in connection with this neglect or refusal of the Goods.

## 5. PAYMENT

- The Customer shall pay the Price. The Price shall be paid pursuant to the Conditions and within the time period agreed upon between MCI and the Customer. Payment must be made by transfer to or deposit with a bank account as indicated by MCI.
- Payment by means of a transfer to a bank account shall be deemed to have been made upon crediting of the amount concerned to the bank account of MCI. All costs related to payment into or transfer to a bank account shall be for the account of the Customer.
- If the Customer does not timely pay any amount owed to MCI, the Customer agrees to pay interest at the rate of 1.5% per month on all past due payments. The interest shall be paid together with and at the same time as the amount past due. If Customer is late with payments or if MCI has reasonable cause to believe Customer may not be able to pay, then MCI may with written notice, and in MCI's sole discretion, undertake any or any combination of the following: (i) stop delivery of all Goods under this Agreement until payment is received; (ii) demand prepayment for purchase orders; or (iii) delay shipments. Customer shall provide all necessary financial information required by MCI in order to make a proper assessment of the creditworthiness of Customer.
- Each Good shall be subject to a mortgage contract retained by MCI in the Good(s) until payment in full of the Price is made. Customer agrees to execute mortgages and other documents as MCI reasonably requests and acknowledges that this document constitutes a proper agreement to be used in connection with any such mortgage. MCI is authorized to file one or more such documents relating to all or any part of the Goods without the signature of Customer where permitted by law. A photocopy or other reproduction of this Agreement or any mortgage covering the Goods or any part thereof shall be sufficient as a mortgage where permitted by law.
- If the Customer does not comply with the demand set forth in Article 5 paragraph 4 within seven (7) days, MCI is entitled to terminate the Agreement with immediate effect and without intervention by the courts. The Customer shall be liable for any damages MCI may incur.
- The Customer shall reimburse MCI for all costs related to recovery and collection.

## 6. INTELLECTUAL PROPERTY RIGHTS

MCI claims intellectual property rights in the items and

information associated with any quotation and any purchase order issued by the Customer resulting from any quotation. Notwithstanding the foregoing, drawings and technical information are issued in confidence for engineering information and mutual assistance purposes only and may not in any way be publicly disseminated, reproduced or used by the Customer without MCI's prior written consent and shall be returned when its purpose has been served or upon MCI's request.

## 7. DELIVERY AND ACCEPTANCE

- All delivery periods specified by MCI are approximate. To the extent MCI is dependent on any of its Customers in order to comply with the delivery period, the time for the delivery period is specified without any guarantee provided by MCI that such period will be met. Any such time is extended to the extent reasonably necessary. In case of a delay, MCI shall notify the Customer at the earliest opportunity possible by means of a written notification.
- If the Delivery is deferred, at the Customer's request and approved by MCI, payment of the entire Price shall be due and payable after notification from MCI that the Goods are ready for shipment. The risk of loss shall be for the account of the Customer upon receipt of notification from MCI that the Goods are ready. Reasonable storage costs shall be borne by the Customer.
- MCI shall retain title to all Goods delivered or to be delivered to the Customer until MCI has received payment in full of the Price of the Goods. Customer shall inspect and test the Good(s) delivered by MCI within five (5) business days of receipt at the "ship to" location on the applicable purchase order. If Goods do not conform to the purchase order or the express limited warranty set forth in Article 10 paragraph 1, Customer has the right to reject such Goods during said period. Goods not rejected during said period shall be deemed accepted. Customer may return defective Goods in accordance with the procedures set forth below. Customer shall bear all of the risk of loss, and all costs and expenses, associated with Goods that have been returned to MCI for which there is no defect found.

## 8. SPECIAL ORDERS

In the event the Customer has ordered goods which are not standard Goods of MCI, MCI shall be entitled to deliver to the Customer a number of goods which may be 10% more or 10% less than the number of Goods ordered by the Customer. For special orders, MCI shall charge prices which deviate from the Price as described in the Conditions.

## 9. SPECIAL MOULDS, EQUIPMENT AND/OR TOOLS

In case the Customer has ordered Goods with respect to which MCI must make or use special moulds or tools in order to manufacture the special Goods, the Customer shall bear the hardware costs of the moulds or the special tools, whether or not the moulds or the special tools have been specifically made by MCI. MCI may demand from the Customer to pay in advance the costs related to any of the foregoing activity. MCI shall be and shall continue to be the owner of the moulds and tools. The Customer shall not have any right with respect to such moulds or tools.

## 10. DEFECTIVE GOODS

- For a period of twelve (12) months after the Delivery, MCI agrees to repair or replace, at its option, without charge to the Customer for labour or materials, any defects in material or workmanship in any such Good. This warranty is subject to proper storage, installation and operation of the Goods by the Customer under normal circumstances and in accordance with MCI's instructions. This warranty does not cover parts or components of Goods which are not manufactured by MCI. In case of any defect in a component, of the Good MCI shall cooperate with the Customer to obtain the benefits of warranties by the applicable manufacturers of components of the Good.
- The warranty specified in Article 10 paragraph 1 above does not apply to defects caused by (i) the Customer when incorporating any of MCI's Goods into a product sold by the Customer, (ii) normal wear and tear, (iii) use for another

purpose than the purpose for which the object sold is evidently fit, (iv) any event that cannot be attributed to MCI, (v) insufficient or negligent maintenance, (vi) incorporation of a Custom Element or (vii) incorporation of the Good into Buyer's Application, regardless of whether the Good contributed in whole or in part to the failure of Buyer's Application.

3. The warranty specified in Article 10 paragraph 1 above shall not apply to sample(s) and prototypes(s).
4. All Goods replaced pursuant to the warranties specified in Article 10 paragraph 1 shall become the property of MCI and, to the extent wished by MCI, shall be returned to MCI.
5. (vi) incorporation of a Custom Element or (vii) incorporation of the Good into Buyer's Application, regardless of whether the Good contributed in whole or in part to the failure of Buyer's Application.

## 11. FORCE MAJEURE

1. In the event that either party is prevented from performing or is unable to perform any of its obligations under the Agreement (other than a payment obligation) due to any act of God, acts, orders, or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, materials unavailability, the failure of equipment or tooling provided by Customer except to the extent such failure was caused by Flex, or any other cause beyond the reasonable control of the party invoking this Article (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.
2. The Customer may only appeal to Force Majeure if it provides MCI with written notification to that effect as soon as possible after the situation of Force Majeure having become known, and in any event within forty eight (48) hours, and furthermore under submission of the necessary evidence.
3. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

## 12. DEFAULT AND DISSOLUTION

1. Any Customer breach of any of the obligations contained in the Agreement shall entitle MCI to dissolve the Agreement without prior reminder or notification of default by means of a written declaration to that effect, and/or to request from the Customer that the latter carry out all or part of the performance for its account or make undone all or part of the completed performance for its own account and at its own risk or condone that MCI and/or a third party perform or make undone all or part of the completed performance for the account and at the risk of the Customer.
2. MCI shall be entitled to terminate the Agreement in whole or in part, with immediate effect and without intervention by the courts, by means of a written notification to the Customer, without prejudice to MCI's other rights if (i) any Goods are attached, or (ii) the Customer is being granted temporary or permanent moratorium of payment, or (iii) the Customer has been declared bankrupt, or (iv) if Customer has been wound up, terminated or in case of change of control, or (v) the Customer fails to offer adequate security for the performance of its obligations.
3. In the event of dissolution of the Agreement the Customer shall repay the amounts prepaid to it by MCI under the Agreement within seven (7) calendar days. Failure to do shall oblige the effect of requiring Customer to pay the statutory interest relating to such amount.
4. Without prejudice to the provisions of Article 11, MCI shall be entitled to dissolve the Agreement in whole or in part in the event of its regular course of business being interrupted by fire, strikes, sit ins, war or any other cause, including any form of government regulations.

## 13. INDEMNIFICATION

1. **Indemnification by MCI.** MCI agrees to defend, indemnify and hold harmless, Customer and all directors, officers, employees and agents from and against all claims, actions, losses, expenses, damages or other liabilities, including reasonable attorneys' fees (collectively, "Damages") incurred by or assessed against any of the foregoing, but solely to the extent the same arise out of third-party claims relating to: a) any failure of a Good to comply with any safety standard, but solely to the extent caused by a breach of the warranties set forth in Article 10, b) any actual or threatened injury or damage to any person or property caused, or alleged to be caused, by a Good, but solely to the extent such injury or damage has been caused by the breach by MCI of the warranties set forth in Article 10, c) any infringement of the intellectual property rights of any third party by a Good, except to the extent such claim would not have arisen but for: (1) the incorporation of the Custom Elements into the Good or Buyer's Application of the Good, (2) the combination of the Good with any other product not supplied by MCI, (3) any changes made to the Good by anyone other than by MCI. In no event will MCI be liable for any royalties other than a reasonable royalty based upon revenue derived by MCI from Customer from sales of the infringing Good.
2. **Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless, MCI and its affiliates, and all directors, officers, employees and agents from and against all Damages incurred by or assessed against MCI and its affiliates, and all directors, officers, employees and agents but solely to the extent arising out of third-party claims relating to the Goods, except to the extent that MCI indemnifies Customer pursuant to Article 13 paragraph.

## 14. LIMITATION OF LIABILITY

1. Except as described in Article 10, the liability of MCI or any third party engaged by MCI (the service of which party MCI may use in the performance of its obligations under the agreement with the Customer) arising out of any Goods being sold or repairs made pursuant to the Agreement, including but not limited to any liability for breach of warranty or any of the provisions of the Conditions, shall be limited to replacement or repair of defective Goods of which MCI received written notification in reasonable details as to the nature of the defect.
2. MCI shall not be liable for any loss or damage caused by delay in furnishing the Goods including Custom Elements or for Buyer's Application of the Goods, even if MCI may have been aware of any special considerations or circumstances affecting the Customer.
3. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL) WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY OR ANY OTHER BASIS UNDER OR AS A RESULT OF THIS AGREEMENT OR THE GOODS, IRRESPECTIVE OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE GOODS PURCHASED UNDER THIS AGREEMENT. The parties agree that the limitations on liability set forth in this Agreement are independent of any exclusive or limited remedies and shall survive and apply even if such remedies are found to have failed of their essential purpose. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one (1) year after the events which gave rise to the cause of action occurred.
4. If, notwithstanding Article 14 paragraphs 1 and 2 above, MCI or any third party shall be held liable towards the Customer pursuant to provisions of mandatory law, MCI or the respective third party shall not be liable for trading losses or consequential damages, nor shall MCI or the respective third party be liable for damages in so far as such damages exceed the Price.
4. The liability limitations set forth in these Conditions shall not apply if the damage was caused intentionally or due to gross negligence of MCI.

5. Any claim for damages or for the repair or replacement of the Goods and/or the delivery of the missing part, on whatever basis, as well as any right to dissolve the Agreement, shall lapse if the defect or the damage is reported after one (1) year after the Delivery.

## 15. CONFIDENTIALITY

The Customer shall practice confidentiality with respect to the existence and substance of the Agreement between MCI and the Customer and to all know-how and other information and data concerning MCI or its enterprise as well as any of its group companies or their enterprise which come to the Customer's attention in relation to negotiations concerning the conclusion of an Agreement and/or the execution of the Agreement. This confidentiality duty shall not apply to data and information which already belong to the public domain. The Customer shall oblige in writing any third parties enlisted by it in the execution of the Agreement to a similar confidentiality duty. The Customer shall guarantee that its staff and the aforementioned third parties shall not act in contravention of this confidentiality duty.

## 16. RIGHT TO MAKE CHANGES

MCI reserves the right to amend any changes in details, design or constructions of the Goods without any notification to the Customer. If MCI shall make appreciable changes in details, design or constructions of the Goods, MCI shall inform the Customer by means of a written notification.

## 17. ADDITIONAL OBLIGATION OF THE CUSTOMER

The Customer shall use safe operating procedures while building the Goods into its own products, including the use of all requisite safety devices and guards, and the Customer shall maintain the same in proper working order. If the Customer fails to observe the obligations of this Article 17, the Customer agrees to indemnify and hold MCI or any of its affiliates harmless from any liability or obligation incurred by MCI to persons injured directly or indirectly in connection with the operation of the Goods. The foregoing indemnification shall in no event be deemed to have expanded MCI's liability for the Goods. If the Customer sells a product in which any of MCI's Goods has been incorporated, the Customer is obliged to enter into an agreement with its customers with respect to the obligations set forth in this Article 17.

## 18. GOVERNING LAW AND CHOICE OF FORUM

1. All Agreements shall be governed by and construed in accordance with the laws of the Peoples Republic of China.
2. The applicability of the CISG is hereby expressly excluded.
3. The applicability of the 1980 United Nations Treaty on International Purchase Agreements Relating to Moveable Goods is hereby expressly excluded.
4. All disputes between MCI and the Customer pursuant to or relating to the Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Branch for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Each party shall pay their own expenses in connection with the resolution of disputes pursuant to this Article 18, including reasonable attorneys' fees. Notwithstanding the foregoing sentence, should any party institute any legal action or administrative proceeding against the other by any method other than set forth in this Article 18, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses, and attorneys' fees incurred as a result of such action.
5. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR

WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

### 19. BUYER'S APPLICATION

Customer understands and agrees that it is the sole responsibility of Customer to perform the necessary verification and validation work including, but not limited to, conducting patent, trademark, or other intellectual property searches, obtaining any applicable regulatory approvals or certifications, performance testing and integration work to establish that the Good is suitable for use in Buyer's Application.

### 20. CANCELLATIONS AND RESCHEDULES

All cancellations and reschedules require MCI's prior written approval, which, in its sole discretion, may or may not be granted.

### 21. TRADE COMPLIANCE

Neither party shall export, re-export, or otherwise transfer (including in-country transfer) any hardware, software, or technology or technical information which is controlled by a country's export laws or regulations ("Controlled Items") and shared in connection with this Agreement that is in violation with any country's laws or regulations. In the event the disclosing party needs to share any Controlled Items with the receiving party, the disclosing party shall notify the receiving party in writing prior to providing such Controlled Items and such written notification must specify the export classification of such Controlled Item. The disclosing party is responsible for obtaining any license, permit or other governmental authorization (individually and collectively, "Export Licenses") required for such export, re-export, or transfer (including in-country transfer) of such Controlled Items, and shall inform the receiving party when an Export License has been obtained and communicate the terms and conditions thereof to the receiving party.

### 22. CYBERSECURITY

MCI does not warrant or guarantee that any Good (including any firmware, software, or hardware included in the Product) will be secure from cyber-related vulnerabilities, security or encryption defects, cyber threats, cyber-attacks, hacking or other cyber activity. Goods that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or its end-user against unauthorized access, and MCI expressly disclaims any and all liability arising from or relating to a cybersecurity-related incident involving the Good. In the event Customer identifies a cybersecurity-related incident with its systems which could impact MCI's information technology systems, or a vulnerability associated with the Good, Customer shall notify MCI (by sending an email to [CIRT@flex.com](mailto:CIRT@flex.com)) as soon as reasonably practicable after such identification is made and provide MCI with any reasonable documentation, updates and reports that MCI may request regarding the incident, vulnerability or remediation. Customer shall maintain a written information security program approved by its senior management and designed to protect the confidentiality, integrity, and availability of MCI's confidential information, the services it provides, and data, environments, and systems. Such information security program shall be aligned with an industry standard for cybersecurity, such as NIST Cyber Security Framework (CSF), ISO 27001, or similar industry recognized framework.

### 23. END OF LIFE

In the event that a supplier discontinues a material, part or otherwise, MCI will use commercially reasonable efforts to find a substitution. Should MCI not find a comparable substitute, MCI will give Customer notice of End-of-Life =Date. Customer acknowledges and agrees that orders placed for End-of-Life Goods are non-cancelable and non-returnable and cannot be rescheduled.

### 24. INSURANCE

MCI and Customer agree to maintain appropriate insurance to cover their respective risks under this Agreement with

coverage amounts commensurate with levels in their respective markets.

### 25. CONDUCT

In performing its services and obligations under this Agreement, MCI shall abide by MCI's Code of Business Conduct and Ethics as well as MCI's other policies, as may be updated from time to time. MCI's Code of Business Conduct and Ethics and other policies can be found [here](#).