

**GENERAL PURCHASING CONDITIONS**  
**excluding parts used in the manufacture of motor vehicles (P.O.E.)**  
**and works and intellectual services applicable to real estate constructions,**  
**Edition 2017**

**- Article 1 – Scope**

**1.1.** These terms and conditions apply, under the conditions defined below, to all orders/contracts concluded by Automobile Dacia (hereinafter referred to as “DACIA”) or any other company belonging to the Groupe Renault Roumanie and/or to the companies in the name and on behalf of which DACIA acts (hereinafter referred to as “RENAULT Affiliates”), as well as to all addendums relating to these orders/contracts, for the purchase of goods and/or services, excluding the components used in the manufacture of vehicles (POE), works and intellectual services applicable to real estate construction.

These general conditions may be the subject of special conditions agreed between the Parties.

The “Order” represents the contract/contractual document issued by DACIA/RENAULT Affiliates and accepted by the Supplier, directly, by signature, or tacitly, by execution, and constitutes the agreement of wills between DACIA/RENAULT Affiliates and the Supplier with the intention of constituting/modifying/completing a legal relationship between the Parties. The Order issued/drafted/the purchase contract issued/drafted by DACIA/RENAULT Affiliates represents/has the legal value of a contract.

**1.2.** Consequently, the Supplier of goods or services or the Seller (hereinafter referred to as “the Supplier”) accepts these terms and conditions in relation to all the Orders issued by DACIA/RENAULT Affiliates and expressly waives its own conditions of supply or sale. The execution by a Supplier of any Order placed by DACIA/RENAULT Affiliates implies acceptance by the latter of these terms and conditions.

**- Article 2 – Specifications and Order**

**2.1.** The Supplier shall draw up its proposal/its offer in accordance with these terms and conditions. Its proposal/offer shall comply with the specifications of DACIA/RENAULT Affiliates. The Supplier draws up its proposal/offer in full knowledge of the administrative and technical constraints related to the performance of the Order and, if necessary, to the place where the goods are situated or the services are provided. Its proposal/offer shall include all the supplies, deliveries, services and works necessary for the completion of the order and the proper functioning of the good and/or the provision of services. It shall be drawn up in the language indicated in the specifications.

Any proposal/offer unaccepted by DACIA/RENAULT Affiliates cannot give rise to payment or to any compensations whatsoever.

**2.2.** The proposal/offer of the Supplier, when selected, shall be the subject of an Order issued by DACIA/RENAULT Affiliates. Only the signing of the order by DACIA/RENAULT Affiliates it represents its commitment.

DACIA orders generated in/by the RENAULT - SAER Electronic Purchasing System and transmitted to the Supplier will have at the end of the text the name of the person authorized

to validate the Order in the SAER computer system, the signature of the respective person and/or its stamp.

If the Supplier agrees with the terms and conditions set out in the Order, it undertakes to accept the said Order within a period of five (5) days starting from its transmission by DACIA/Affiliates. The acceptance of the Order will be carried out by the Supplier by signature and stamp applied in the space allotted on the Order presenting the mention: Stamp/Date/Signature. The order will also be considered accepted by executing it exactly.

The acceptance of the Order by the Supplier implies, to the same extent, the acceptance of the obligations and recommendations defined in the Order and in the documents it refers to. The refusal by the Supplier of the terms and conditions stipulated in the Order, in the sense of override, conditioning or limitation of these, as well as any modification made to the text of the Order, render the Order issued doesn't not lead to the legal consequences.

**- Article 3 – Price**

**3.1.** The price specified in the Order is firm and not subject to revision, except contrary provisions of the Order. It will have to take into account all the elements, all the circumstances and all the particularities specific to the study, the manufacture, the installation and the good functioning of the ordered good or to the good execution of the service provision; the price includes (a) the licenses and the assignment of industrial and intellectual property rights to DACIA and/or RENAULT Affiliates in accordance with Article 15 below, as well as all costs set out in Article 15.5 below, (b) the resources loaned/rendered by DACIA/RENAULT Affiliates. The Supplier is deemed to have full knowledge of its obligations, places where the works are made, the season and the dates of its intervention. It cannot, therefore, claim any payment of expenses, nor refund, nor indemnity beyond the price fixed in the Order.

**3.2.** Unless otherwise provided in the Order/Contract, the price is payable within a maximum of 60 (sixty) days end of the month from the date of issue of the invoice, subject to the proper performance of services or goods ordered and compliance with the agreed deadlines. In the event that the Supplier has established penalties for late payments, these will be limited to a maximum amount equivalent to the amount due.

**3.3.** In case of retention of the warranty stipulated in the Order, it can be released only if the Supplier has executed the reservations that may have occurred upon acceptance of the goods or provision of the services, remedied any irregularity that may have been reported to it after acceptance, and transmitted to DACIA/RENAULT Affiliate all the necessary documents necessary for the performance and the proper functioning of the goods or the proper performance of the services, without prejudice to any damages-interests.

**3.4.** The price established in the Order is payable in the currency chosen by the Parties and stipulated in the Order, except contrary public order provisions.

**3.5.** The parties agree as of now that DACIA/the RENAULT Affiliate may be entitled to compensation with the sums due to the Supplier for any reason whatsoever, provided that the compensation conditions are met.

#### **- Article 4 – Obligations of the Supplier**

**4.1.** The Supplier shall deliver the goods and/or perform the services in accordance with the Order and the documents referenced therein and with these general terms, with any documentation required for their proper use, maintenance, and in accordance with the regulations in force in each country where the goods will be delivered, the services shall be used and/or performed. It shall deliver them without visible or hidden defects and in perfect working order. The goods and/or services shall in particular achieve the quantitative and qualitative contractual performance, and comply with “*Substances for prohibited or restricted use*” standard which the Supplier acknowledges to have read and whose terms it declares to have accepted and, more generally, shall comply with any legal provision applicable.

**4.2.** The Order sets the deadlines up to which the Supplier must have achieved certain stages in the performance of its services. All these deadlines are essential elements of the Order and are mandatory. The Supplier is responsible for having DACIA/RENAULT Affiliates certify in a contradictory manner and with reasonable notice the completion of services for which deadlines are provided.

In case of delay in relation with the contractual dates or timescales, DACIA/RENAULT Affiliate may at least apply to the Supplier, without prior notification, penalties of delay whose methods of calculation will be indicated in the Order/in these terms and conditions, without prejudice to the damages that DACIA/RENAULT Affiliate may claim as a consequence of such delay. The Supplier must also remedy as soon as possible the irregularity noted between two of such dates or timescales.

In the event of a delay in respect of the contractual deadlines, DACIA/the RENAULT Affiliate may request the Supplier to pay the late payment penalties of 5% per week, applied to the total value of the Order. In addition, the Supplier must urgently correct the discrepancies noted between two contractual deadlines.

In case of delay in the execution of an Order or in case of non-corresponding execution of an Order for the purpose of (a) the installation, maintenance or repair of goods or manufacturing equipment installed on a DACIA/RENAULT Affiliate site, or (b) the development, installation or maintenance of information systems installed on a DACI/RENAULT Affiliate site, DACIA/the RENAULT Affiliate may, considering the serious prejudice that may result from such delay, perform or have the remaining work performed by a third party at the sole cost of the Supplier responsible for the delay. The Supplier shall be held responsible for the immediate pay the costs thus incurred by DACIA/the RENAULT Affiliate to achieve/remedy those specified above, on presentation of the corresponding supporting documents.

**4.3.** On the other hand, the Supplier is obliged with regard to DACIA/RENAULT Affiliate to act as a consultant in the context of its obligations. It shall verify the indications contained in all documents which will be communicated to it and indicate in writing, with due care for the current state of

knowledge, the technique and the rules of the art, all anomalies, nonconformities and other issues which would appear. In addition, where appropriate, the Supplier shall formulate all useful proposals to improve quality and obtain the best possible results. The Supplier is required to carry out all checks and tests necessary for the proper execution of the Order, and shall provide the results at any time at the request of DACIA/the RENAULT Affiliate.

If DACIA/the RENAULT Affiliate chooses certain types of equipment, brands or suppliers, it is the Supplier's responsibility to check the conformity of these supplies and to make any necessary comments or reserves in writing. The Supplier shall draw the attention in writing of DACIA/the RENAULT Affiliate on the inconveniences that could result from the Orders received, on the vices or the poor workmanship that these could involve, either in relation to its own services, or to those of its own suppliers.

**4.4.** As part of an order, DACIA/the RENAULT Affiliates may make available to the Supplier the means (materials, documents, data, know-how, prototypes, information, tools, software, etc.), made available to the Supplier as a loan for use. The Supplier expressly acknowledges that the means lent to it by DACIA/RENAULT Affiliates are and shall remain the property of DACIA/RENAULT Affiliates. As such, the Means will be used by the Supplier exclusively within the framework and for the execution of the Order. The use of the computer, electronic and digital means by the Supplier and its agents and/or its possible subcontractors is also subject to the “*Charter for the good use of the IT, electronic and digital resources of Groupe Renault*”, which the Supplier acknowledges to have read and accepted in so far as its terms are concerned.

**4.5.** Unless otherwise expressly agreed, the Supplier shall be liable to DACIA/RENAULT Affiliates for an obligation of result.

#### **- Article 5 – Obligations of DACIA/RENAULT Affiliates**

**5.1.** Since the object of the Order (the good or the service) is in conformity with the contractual prescriptions and, if the object is a good, since it is able to operate under normal conditions of use, in accordance with the functions and uses for which it is intended and delivered, DACIA/the RENAULT Affiliate shall accept it and pay the price according to the conditions and the timescales stipulated in the Order, without prejudice to the provisions of Article 7.

**5.2.** The acceptance is the moment when DACIA/the RENAULT Affiliate notes the achievement of the contractual performances. This acceptance can only take place after the achievement of the performance criteria as defined in the specifications.

**5.3.** If the acceptance of the good/service is made with reserves/observations, the common acceptance report will specify the action plan and the deadline, which in any case cannot exceed two (2) months, to remedy the disorders observed. If, upon expiry of the prescribed period, the reserves/observations have not been tackled, the Parties may seek an amicable solution. Failing agreement, or if the Supplier, duly convened, does not attend the acceptance operations, the irregularities being in this case deemed to have been established by mutual agreement, DACIA/the RENAULT Affiliate may perform, or have the necessary services performed by a third party, at the expense of the Supplier, without any other prior formalities, and without prejudice to the damages-interests that

may be claimed. The Supplier shall be held to the immediate settlement of the costs thus incurred by DACIA/the RENAULT Affiliate for the withdrawal of reserves/observations on presentation of the corresponding supporting documents.

#### **- Article 6 – Social provisions**

**6.1.** When the Supplier performs its services on a DACIA/RENAULT Affiliate site, it shall perform them while respecting the internal rules of DACIA/the Affiliate and monitor their compliance by its agents or any third-party collaborators.

**6.2.** The Supplier is bound to respect and/or ensure that its activity is carried out in compliance with the law and internal standards of DACIA/the RENAULT Affiliate. The Supplier shall respond to DACIA/RENAULT Affiliates for all the negative consequences that will result from the contracts that the Supplier will sign.

**6.3.** The Supplier is considered responsible for the conduct of its activity on the DACIA/RENAULT Affiliates sites and undertakes to observe, throughout the course of its activities, any legal provision in force relating to the protection of the environment, occupational health and safety, fire prevention and suppression, for all activities and services performed on a DACIA/RENAULT Affiliate site.

**6.4.** The Supplier is obliged to carry out its activities in such a way as to prevent accidents and to control the possible negative consequences that these activities may have for the personnel, the local population and the environment.

**6.5.** In case of intervention on a site outside the Romanian territory, the Supplier must comply with the labour legislation in force in the respective countries and with the internal rules of the site where the activity takes place.

#### **- Article 7 – Responsibilities - Warranties**

**7.1.** The Supplier is liable to DACIA/RENAULT Affiliates and, even from to third parties, in particular pursuant to the provisions of the Romanian Civil Code, for any non-performance or improper performance of the Order related in particular to defects in design/conception, conformity, achievement, operation or performance of the good and/or the provision of services, as well as for any apparent or hidden defects.

Any assistance that DACIA/the RENAULT Affiliate could provide to the Supplier for the execution of the goods and/or the provision of services and the checks that DACIA/RENAULT Affiliate reserves to perform cannot be considered as an acceptance of the quality of the goods and/or the services provided by the Supplier, who will remain solely responsible, it being understood that the acceptance by DACIA/RENAULT Affiliate does not relieve the Supplier of its contractual liability.

The Supplier shall bear the risk of its agents' and/or subcontractors' non-compliance with the legal provisions in force relating to the good/goods and/or the service/services provided.

The Supplier shall be liable for all losses, harm, pecuniary and non-pecuniary damage and personal injury, whether direct or indirect, caused to DACIA/the RENAULT Affiliates or third parties, resulting from its liability as defined above,

notwithstanding any limiting or exempting clause to the contrary.

**7.2.** The Supplier shall also grant to DACIA/the RENAULT Affiliates a warranty covering free of charge any repair of the good or correction of services provided, to ensure proper operation and achievement of performance criteria in accordance with the specifications. The Supplier shall bear all the related expenses, and particularly the cost of parts, labour, disassembly, transport and reassembly incurred by itself, by DACIA/RENAULT Affiliates or by a third party.

The duration of this warranty is at least one (1) year, its commencement date is set from acceptance, or, for industrial goods, starting from ATMP (Technical Release Agreement), unless otherwise stipulated in the Order.

The replacement of a defective item during the warranty period will result in a new warranty period, equivalent to the amount of downtime due to its failure. For capital goods (industrial goods), it will be extended until the acceptance if it takes place after the warranty expiration date.

**7.3.** In compliance with the regulations in force, the Supplier is considered to be the producer of the waste generated in connection with the supply of goods or services and, as such, is responsible for the management of such waste and must, in particular, ensure its discharge.

#### **- Article 8 – Assurances**

**8.1.** The Supplier is obliged to subscribe to all insurance policies intended to guarantee DACIA/RENAULT Affiliates or third parties against any damage that may result from its responsibilities as defined in Article 7 of these general terms and conditions. Consequently, it will have to justify and communicate to DACIA/the RENAULT Affiliates a valid certificate of insurance, indicating the nature, the duration of the guarantees and the franchises. This insurance does not constitute a limitation of the Supplier's liability.

#### **- Article 9 – Transfer of ownership and risks**

**9.1.** Property of the goods or the services shall pass to DACIA/the RENAULT Affiliates progressively as they are being performed, including in the case the order cannot be further fulfilled for any reason whatsoever. The payment of these good and/or services will be made in proportion to their levels of completion and their compliance with contractual documents.

**9.2.** The Supplier shall retain full legal custody and responsibility for all risks related to the performance of the Order, until the commencement of the contractual warranty and at the latest on the acceptance date.

#### **- Article 10 – Amendments**

**10.1.** Any request for amendment of the technical or commercial clauses of the Order by either Party shall be expressed in writing and shall also mention the impact on costs, timing and execution.

**10.2.** The Parties cannot avail themselves of any contractual change if there has not been an express acceptance of these terms by an amendment or addendum to the Order.

**10.3.** Any modification by the Supplier not authorized by DACIA/Affiliates which will entail demolitions, corrections, and recoveries necessary for the proper performance of the Order shall be made at the Supplier's expense, without prejudice to the damages that may arise as a consequences of this modification on the final quality of the Order and the services provided by third parties.

Exceptionally, only in case of emergency and for security reasons, the Supplier shall spontaneously make changes or additions to the equipment or works which, during the execution, in the course of fulfilling the order, prove to be necessary to safety, such as provided for by the standards stated in the specifications, and it must immediately inform DACIA/RENAULT Affiliates and to take all measures to allow DACIA/RENAULT Affiliates to carry out the necessary tests and verifications. DACIA/the RENAULT Affiliate shall issue an amendment to the order related to such changes or additions.

#### **- Article 11 – Intuitu personae**

**11.1.** The Order is concluded *intuitu personae* with the Supplier, whether the business is operated individually or as a company. It is granted due to the financial, human and material means that the company owns in order to execute the Order.

**11.2.** Consequently, the Order may not be assigned or transmitted without the prior written consent of DACIA/the RENAULT Affiliates. In case of breach of this obligation, the Order may be declared terminated de jure, without notice or compensation, without the intervention of the court and without any other prior formalities, if it seems adequate to DACIA/RENAULT Affiliates.

**11.3.** In the event of a change in the distribution of the share capital affecting the effective control, direct or indirect, of the company, the Supplier shall inform, in advance, DACIA/the RENAULT Affiliates who will have the right to declare the Order terminated de jure, without notice or compensation, without the intervention of the court and without any other prior formalities.

In addition, the Supplier shall notify DACIA/RENAULT Affiliates of any change in the company's management.

#### **- Article 12 – Cessation/Termination-Contractual Liability**

**12.1.** In the event of breach by the Supplier of its contractual obligations (and in particular without this list being exhaustive, non-compliance with the dates or timescales set in the Order, non-conformity of goods and/or services with the criteria defined in the specifications, non-achievement of quantitative and/or qualitative contractual performance), DACIA/the RENAULT Affiliate has the right, without prejudice to its rights to claim damages, to declare the termination of the Order, without the intervention of the court or any other prior formalities, after a formal notice of remedy remained ineffective within a period of 1 (one) month from the date of dispatch by registered letter with acknowledgment of receipt, and without delay in case of emergency. The termination will take immediate effect on the date notified by DACIA/the RENAULT Affiliate.

**12.2.** In the event of termination, it is agreed between the Parties that DACIA/the RENAULT Affiliate may take any measures it deems/they deem appropriate for the completion of the object of the Order, including the right to conclude new orders with another supplier of their choice for performance of the Order. Articles 15 (“Intellectual and Industrial Property”) and 16 (“Confidentiality – Communication”) shall remain applicable in all cases, without prejudice to the application of other articles of these general terms.

#### **- Article 13 – Force majeure**

**13.1.** In the event of an external, unforeseeable and unstoppable event, beyond the control of the Parties, which will occur after the entry into force of the Order and which will prevent, in whole or in part, the execution of the Order, the Party wishing to invoke *force majeure* shall inform the other Party as soon as possible, no later than fifteen (15) days after the date of the occurrence of the *force majeure* event, by confirmed fax or registered letter with acknowledgment of receipt, while presenting proof of certification of the *force majeure* event issued by the authorized institution.

Strikes are not considered a *force majeure* event.

**13.2.** Each of the Parties shall take all the necessary interim measures in order to minimize the consequences of the case of *force majeure* to the best of its ability. In addition, in case of an extension of the *force majeure* event for a period exceeding sixty (60) days calculated from the date of the *force majeure*, the Parties will meet to jointly consider the modalities of continuing the collaboration or the Order may be terminated ipso jure and with immediate effect by either Party, even if provisional measures have been adopted.

This termination will not result in the exemption of the Parties from the performance of their obligations until the event of force majeure has occurred.

#### **- Article 14 - Subcontracting**

**14.1.** The Supplier may subcontract all or part of its obligations resulting from the Order exclusively after having received the express, prior written agreement of DACIA/RENAULT Affiliate, provided that the subcontractors comply with any obligation assumed by the Supplier. On the occasion of the presentation of a subcontractor by the Supplier, DACIA/RENAULT Affiliates reserve the right to reject it without having to indicate the reason. Subcontractors for whom the Supplier does not request the agreement of DACIA/RENAULT Affiliates will be considered as non-accepted, therefore not authorized.

**14.2.** Even in the case of authorized subcontracting, the Supplier shall remain solely responsible, in respect of DACIA/RENAULT Affiliates, without any possible reservation, for total or partial non-performance or improper performance of the Order and it will be the guarantor of its subcontractors' compliance with the provisions of the Order and with these general terms and conditions.

**14.3.** The Supplier will include on the documents it will send to the subcontractors authorized by DACIA/RENAULT Affiliates the number of the DACIA/RENAULT Affiliate Order for the purposes of which they have been involved. The Supplier also undertakes to inform its subcontractors of the content of these

terms and conditions, as well as of the content of the obligations that bind it to DACIA/RENAULT Affiliates.

#### **- Article 15 - Intellectual and Industrial Property**

**15.1.** The Order does not imply any assignment or license of the intellectual and/or industrial property rights and know-how held by DACIA/RENAULT Affiliates and/or any other company of the RENAULT Group or by the Supplier prior to the execution of the Order. However, the prior rights of DACIA/RENAULT Affiliates will be granted to the Supplier to enable it to execute the Order. The prior rights and the know-how of the Supplier will be automatically licensed to DACIA/RENAULT Affiliates as soon as these rights and know-how are necessary for the execution of the Order and the exploitation by DACIA/Affiliates RENAULT or the results thereof (hereinafter referred to as the "Result"), under the conditions defined below. For the purposes of this Article 15, RENAULT Affiliates means any entity in which Renault s.a.s. and/or Renault SA holds, directly or indirectly, a participation regardless of the percentage.

**15.2.** Intellectual and/or industrial property rights and/or know-how on the Result become, as and when the Result is achieved, the exclusive ownership of DACIA/Affiliates/RENAULT s.a.s. As such, DACIA/RENAULT Affiliates/RENAULT s.a.s. will be entitled to exploit the Result, including the know-how, without any restriction, as it is or after adaptation, directly or by license.

**15.3.** In the event that the Result is a patentable invention - drawing, industrial model, utility model, technical realization or benefiting from equivalent protection, only DACIA/the RENAULT Affiliate/RENAULT s.a.s. may take the initiative to file a patent or its equivalent, in its name and at its expense. In this regard, the Supplier undertakes that each employee named as inventor shall perform all formalities to enable the filing of said patent or its equivalent on behalf of DACIA/Affiliate RENAULT/RENAULT s.a.s.

**15.4.** In the event that the Result is a creation benefiting from protection by copyright, the Supplier acknowledges that the Result is a collective work created at the initiative of DACIA/RENAULT Affiliates/RENAULT s.a.s. conferring on DACIA/the RENAULT Affiliate/RENAULT s.a.s. the quality of unique author of the Result. However, if a single author has generated the Result or if the contribution of the various authors to the Result is identifiable, the Supplier declares that it assigns exclusively to DACIA/the RENAULT Affiliates/RENAULT s.a.s. the rights of reproduction and representation relating to the Result or that it has obtained on behalf of DACIA/RENAULT Affiliates/RENAULT s.a.s. the transfer of these rights and more particularly of the rights to represent, to reproduce, to have them reproduced, to digitize, use, market, publish, edit, translate and disseminate the Result and this on any material or immaterial support such as, in particular, graphic, video, television, cinematographic, photographic, digital (such as in particular a website or intranet), electronic, magnetic, optical, paper, cardboard, fabric and leather (such as clothing, luggage), metal and plastic, for the whole world and for the duration of the literary and artistic property rights provided by Romanian and foreign laws and international conventions, current and future, including all extensions that could be made throughout this time.

**15.5.** The Supplier undertakes to obtain from third parties, in the name and on behalf of DACIA/RENAULT

Affiliates/RENAULT s.a.s., and at the sole cost of the Supplier, all the necessary agreements to allow the assignment of the Result to DACIA/RENAULT Affiliates/RENAULT s.a.s. under the conditions referred to in this Article 15. As such, the Supplier undertakes in particular to obtain all assignments of the rights of the authors who collaborate in the achievement of the Result or whose creation is totally or partially incorporated in it, or at least, the authorizations and formalities necessary for the execution of the Order and smooth operation of the Result by DACIA/RENAULT Affiliates and/or RENAULT s.a.s. The Supplier undertakes to provide, to DACIA/RENAULT Affiliates/RENAULT s.a.s. without delay a copy of all the agreements it has concluded or the justification of the formalities that it has carried out on behalf of DACIA/RENAULT Affiliates/RENAULT s.a.s. with the objective described above.

**15.6.** The Supplier as an informed professional agrees to inform DACIA/RENAULT Affiliates/RENAULT s.a.s. of all formalities or legal or contractual requirements necessary for the use and exploitation of the Result without any complaint and/or claim of any third party. In the event of a breach, Supplier shall be liable under the conditions as provided for in the aforementioned Article 7.

**15.7.** Notwithstanding any other provisions to the contrary and in any case, the Supplier shall guarantee DACIA, RENAULT Affiliates, RENAULT s.a.s. and any licensee of DACIA/RENAULT s.a.s., as well as their respective distribution networks, without limitation or qualification, against any and all claims or actions related to Results, of any kind, and in particular all claims and/or actions based on intellectual and/or industrial property rights, claims, evacuation, counterfeiting and/or unfair competition actions, which could be brought by any third party, employee, collaborator (for example, technical performers, authors, artists, interpreters), against DACIA/RENAULT Affiliates/RENAULT s.a.s. or DACIA/RENAULT s.a.s. license holders, as well as their respective distribution networks.

In this case, it will be up to the Supplier to immediately make the necessary arrangements, after consultation and with the prior, express and written agreement of DACIA/RENAULT Affiliates/RENAULT s.a.s. to obtain from third parties the aforementioned assignments of rights, concessions, necessary licenses or authorizations and/or modify the Results in order to allow their future free use by DACIA, the RENAULT Affiliates, RENAULT s.a.s. and by the DACIA/RENAULT s.a.s. license holders, as well as their respective distribution networks; it being specified that the costs related to the assignments, licensing, necessary authorizations and/or modifications mentioned above will be borne by the Supplier.

In the event of a claim by a third party, and regardless of the outcome of the dispute, the Supplier shall also reimburse DACIA, RENAULT Affiliates, RENAULT s.a.s. and DACIA/RENAULT s.a.s. license holders, as well as their respective distribution networks, the full costs incurred in defending their interests, and in particular in the event of lack or delay of Supplier's action or where the interest of DACIA/RENAULT Affiliates/RENAULT s.a.s.'s licensees requires rapid analysis and defence against such claim. In addition, the Supplier shall reimburse DACIA, RENAULT Affiliates and RENAULT s.a.s. all costs incurred by them in defending their interests.

The Supplier also warrants that it will not make any deposit regarding the Results and/or that it will not exploit them in any way, and that it will not provide any assistance to third parties for these purposes.

#### **- Article 16 – Confidentiality – Communication**

**16.1.** Subject to the disclosures necessary for the performance of Article 15, each Party undertakes to keep strictly confidential and not to divulge, disclose or communicate to third parties, by any means whatsoever, the Results as well as all any data and information (documents, data, know-how, prototypes, information, tools, software etc.), provided to it by DACIA/RENAULT Affiliates or by the Supplier or of which the latter would have become aware in the course of its commercial or contractual relations with the other Party (hereinafter generally designated by the “Information”). Each Party shall take all necessary measures to preserve the confidentiality of the Information. In this context, each Party undertakes in particular to only disclose the information only the members of its personnel who are to become acquainted with it for the proper execution of the Order. Furthermore, each Party undertakes to take all measures to ensure confidentiality by its staff members and potential subcontractors and assumes all responsibilities.

**16.2.** Each party will keep the Information confidential for the duration of the Order and for ten (10) years from its expiration.

**16.3.** Commercial or contractual relations with DACIA/RENAULT Affiliates cannot give rise to direct or indirect advertising without the prior written authorization of DACIA/RENAULT Affiliates.

#### **- Article 17 – Social responsibility of the Company**

The Supplier undertakes to comply with all the laws on risk prevention, anti-fraud and anti-corruption of all the countries and regions in which it operates. The Supplier undertakes, for all its activities related to the goods or services provided to DACIA/RENAULT Affiliates, to comply with all the principles described in chapter 1 of the Global Framework Agreement of 2/7/2013 of social, societal and environmental responsibility. In addition, the Supplier shall inform its own suppliers or service providers of the present obligations so that throughout the supply chain they will be included in the applicable contracts.

#### **- Article 18 – Electronic Exchanges - Evidence Agreement**

These terms and conditions as well as the electronic data exchanged between DACIA/RENAULT Affiliates and the Supplier in particular within the framework of the Order will be deemed signed by DACIA/RENAULT Affiliates. Their electronic registration on any medium by DACIA/RENAULT Affiliates will be deemed to be complete and will be worth literal evidence, including in court, of the identity of the author and the will of the latter to sign the content in the same way and under the same conditions and with the same probative force as any document that would be drawn up, received or kept in writing.

#### **- Article 19 – Personal data**

**19.1.** As part of an order, DACIA/RENAULT Affiliates may, in its/their capacity as controller, authorize the Supplier to

process personal data (“personal data”) for the sole purpose of providing the goods and/or services to DACIA/RENAULT Affiliates, only on instruction documented by DACIA/RENAULT Affiliates and in accordance with the stipulations of the Order and the regulations in force.

**19.2.** As a subcontractor, the Supplier shall provide sufficient safeguards for the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of applicable regulations and guarantees the protection of human rights concerned.

It undertakes not to subcontract all or part of the execution of the processing of personal data without the prior written authorization of DACIA/RENAULT Affiliates, it being understood that the subcontractor will be subject to the same obligations as the Supplier in terms of protection of personal data, that it will offer the same guarantees and that it will remain fully liable to DACIA/RENAULT Affiliates for the performance of its obligations and those of its subcontractors.

**19.3.** The Supplier shall implement the appropriate technical and organizational measures to ensure a level of security and confidentiality of personal data appropriate to the risk of the processing, including, inter alia, as appropriate: pseudonymisation and encryption of personal data, means of guaranteeing the confidentiality, integrity, availability and constant resilience of the processing systems and services, means of restoring the availability of personal data and access to these in a timely manner in case of an incident and a procedure to test, analyse and regularly evaluate the effectiveness of technical and organizational measures to ensure the safety of processing. The measures implemented and the guarantees of the Supplier are detailed in the security annex attached to the order.

**19.4.** In case of violation of personal data, the Supplier must notify this breach to DACIA/RENAULT Affiliates within twenty-four (24) hours, provide it with all necessary information and cooperate with it and the control authority in Romania. The Supplier will process personal data only in the member countries of the European Union and undertakes not to proceed with or arrange for transfers outside the European Union. The Supplier shall assist DACIA/RENAULT Affiliates in fulfilling their obligations regarding personal data and shall provide DACIA/RENAULT Affiliates with all the information necessary to demonstrate compliance with the said obligations and to enable audits to be conducted, including inspections, by DACIA/RENAULT Affiliates or another auditor mandated by DACIA/RENAULT Affiliates, and shall contribute to these audits.

**19.5.** The Supplier shall return the personal data without delay, at the request of DACIA/RENAULT Affiliates and at the latest at the expiration or the termination of the order for any reason whatsoever and shall destroy the existing copies.

#### **- Article 20 – The contract in its entirety**

**20.1.** These terms and conditions constitute the will of the Parties, cancel and replace any agreement or commitment internally made between the Parties and prevail to any correspondence or act previously signed by the Parties with regard to the subject of the Order/Contract.

**- Article 21 – Customs provisions (applicable only to suppliers whose headquarters are located outside the European Union)**

**21.1** In order not to risk penalties relating to full liability for all damages, of any nature, suffered by DACIA/RENAULT Affiliates and/or by third parties, as a result of the culpable behaviour of the Supplier, the latter is obliged to completely and correctly complete all documents accompanying the goods subject to customs formalities, with all the necessary and sufficient information required by the specific legislation.

**21.2** The Supplier shall acknowledge and accept unconditionally the right of DACIA/RENAULT Affiliates to deduct from the invoices relating to the goods delivered the equivalent of the amounts paid by DACIA/RENAULT Affiliates for fines, penalties, seizures of goods or other similar measures, following the finding of non-compliance with the above forecasts by the customs authorities. Likewise, DACIA/RENAULT Affiliates will cover, by the deduction of the invoices issued by the Supplier, the equivalent value of the damages-interests caused by the impossibility to use the goods in the activity justifying their acquisition, in the event that this impossibility is due to the Supplier. The deduction mentioned

above does not limit or eliminate the use of other legal channels that DACIA/RENAULT Affiliates possess for the exercise of their legitimate rights, in case this deduction were not sufficient to cover the damages-interests suffered.

**- Article 22 – Applicable law. Disputes**

**22.1.** The relations between DACIA/RENAULT Affiliates and the Supplier arising from the Order are subject to Romanian domestic law.

**22.2.** The Parties will work towards to resolve amicably any dispute relating to the interpretation, validity, performance or non-performance of the Order/Contract. Any dispute between the Parties relating to the Order/Contract or these terms and conditions, which could not be resolved amicably, will be definitively resolved by the competent Romanian authorities.

**22.3.** Recourse to courts could not be prevented by not having filed the due diligence for an amicable solution of the litigation, these diligences being optional.

***Supplier:***

***Company name:***

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*The Supplier admits to have read and fully understood all the provisions of the above articles and to have expressly accepted them, being in complete agreement with the way in which they were drafted.*

*At*-----

*On*-----.

***Name and quality of the signatory:***

.....

***Signature and stamp of the Supplier:***