**ANTAYA ADDENDUM to the APTIV SALE POLICY**

1. SCOPE; INCORPORATION; PRECEDENCE

1.1 This Antaya Addendum (“Addendum”) is incorporated by reference into, and applies to, every Quote, order acknowledgement and invoice issued by Antaya Technologies Corp. (or an Aptiv affiliate selling under the “Antaya” name) (“Antaya”) for the supply of Antaya Products (each, an “Antaya Transaction”), unless the parties expressly agree otherwise in a written agreement signed by Antaya.

1.2 For the avoidance of doubt, except as expressly modified below, the Sale Policy remains unchanged and governs all Antaya Transactions. If there is a conflict, the following order of precedence applies: (a) any separate written agreement signed by Antaya that expressly governs the Antaya Transaction, (b) the Quote (including any special written terms), (c) this Addendum, (d) the Sale Policy. For the avoidance of doubt, this Addendum modifies only the specific Sale Policy provisions expressly identified herein, and no other terms of the Sale Policy are amended, waived, or superseded by this Addendum.

1.3 Definitions. "Antaya Products" means the goods and/or services identified in the Quote issued by Antaya for the Antaya Transaction. "Components" means Antaya Products that are discrete manufactured parts, including without limitation on-glass connectors/terminals, solder-clad terminals, stamped terminals, cable/wire harness assemblies, and related subassemblies, spare parts, and accessories. "Equipment" means Antaya Products that are capital equipment, including without limitation automated, semi-automated, or manual soldering systems, application equipment, fixtures, tooling, end-of-arm tooling, gauges, and related accessories. "Process Solutions" means Antaya Products that are services associated with Equipment or Customer’s manufacturing process, including without limitation installation, commissioning, training, process development, and on-site support.

1.4 "Short-Cycle Order" means (i) an order for Equipment and/or Process Solutions, or (ii) a standalone order for Components that is not tied to a quoted vehicle program duration or long-term requirements commitment in the Quote.

1.5 How this Addendum Applies. For ease of reference, the following table summarizes how the provisions of this Addendum apply to different types of Antaya Transactions. This table is intended to clarify application of the Addendum and does not modify the substantive terms set forth below.

| **Transaction Type** | **Applicable Addendum Sections** | **Summary of Application** |
|---|---|---|
| Components | Sections 2.1 through 2.4 | Component transactions are subject to the Antaya-specific warranty duration, inspection and notice timing, remedy limitations, and warranty exclusions set forth in Sections 2.1 through 2.4. |

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| Equipment | Section 2.5 | Equipment transactions are subject to the acceptance, warranty, remedy, and exclusion provisions set forth in Section 2.5, unless the Quote states otherwise. |
| Process Solutions | Section 2.5 | Process Solutions are subject to the service standard and related customer responsibility provisions set forth in Section 2.5, unless the Quote expressly allocates those responsibilities differently. |
| Short-Cycle Orders | Section 3 | Short-Cycle Orders are subject to the cancellation and termination provisions in Section 3. This includes Equipment and/or Process Solutions orders and standalone Component orders not tied to a quoted vehicle program duration or long-term requirements commitment. |
| All other terms and issues | Sale Policy, except as expressly modified by this Addendum | All matters not expressly modified by this Addendum remain governed by the Aptiv Sale Policy, subject to the order of precedence in Section 1.2. |

2. SECTION 8 (WARRANTY) — MODIFIED FOR ANTAYA COMPONENTS; ADDITIONAL TERMS FOR EQUIPMENT/PROCESS SOLUTIONS

2.1 Components — Warranty Duration (replaces Sale Policy Section 8.1 for Components only).
Unless otherwise stated in the Quote, Antaya warrants that Components will conform to the mutually agreed drawing/specification at the time of shipment and be free from defects in material and workmanship for ninety (90) days from the date of shipment.

2.2 Components — Inspection and Notice (replaces Sale Policy notice timing in Sections 8.2–8.3 for Components only).
Customer shall inspect Components promptly upon receipt. Claims for nonconformance that could be discovered by reasonable inspection must be made in writing and received by Antaya within thirty (30) days after Customer's receipt. Customer's failure to provide timely notice constitutes acceptance and waiver of such claims.

2.3 Components — Remedy (clarifies Sale Policy Section 8 remedies for Components only).
If Antaya confirms a covered nonconformance, Customer's exclusive remedy is, at Antaya's option, repair, rework, replacement, or credit of the purchase price for the nonconforming Components. Antaya is not responsible for removal, reinstallation, sorting, or Customer labor unless expressly agreed in writing in the Quote.

2.4 Components — Exclusions (supplements Sale Policy Section 8.4 for Components only).
This warranty excludes issues caused by misuse, accident, improper storage/handling/installation, unauthorized alteration/repair, Customer processing conditions not agreed in writing, or integration with non-Antaya components/assemblies.

2.5 Equipment and/or Process Solutions — Acceptance and Warranty (additional terms).
(a) Acceptance: Unless the Quote states otherwise, Equipment is deemed accepted upon the earlier of (i) completion of commissioning/acceptance testing (if included), (ii) first operational use, or (iii) thirty (30) days after delivery.
(b) Warranty: Unless the Quote states otherwise, Antaya warrants Equipment will materially conform to agreed specifications and be free from defects in materials and workmanship for ninety (90) days after acceptance. Antaya's exclusive obligation is, at Antaya's option, repair/replacement of defective parts or re-performance of affected services. Normal wear items, consumables, and failures caused by facility conditions, misuse, or non-Antaya modifications/parts are excluded.
(c) Services Standard: Process Solutions will be performed in a professional and workmanlike manner. Customer remains responsible for its production environment, utilities, facility readiness, and operator compliance unless the Quote expressly allocates those responsibilities to Antaya.

3. SECTION 10 (TERMINATION) — LIMITED MODIFICATION FOR SHORT-CYCLE / STANDALONE ORDERS
3.1 This Section applies only to Short-Cycle Orders (as defined in Section 1.4). All other transactions remain subject to Sale Policy Section 10 without modification.

3.2 Short-Cycle Orders are non-cancelable except with Antaya's written consent. If Antaya consents to cancellation/termination, Customer will pay, within forty-five (45) days of Antaya's invoice:
(a) the contract price for all Antaya Products delivered or completed prior to termination;
(b) the contract price (or percent completion) for work-in-process and partially performed services;
(c) the cost of all raw materials, parts, and other inputs, and any non-cancelable commitments reasonably made for the Short-Cycle Order that are not reasonably re-deployable;
(d) reasonable costs of disposition/demobilization; and
(e) a reasonable profit on (b) and (c).
Antaya has no obligation to provide transition support unless expressly agreed in writing.