

## PRODUCT RECALL INSURANCE WORDING

(Issued in accordance with Decision No.31/2021-QĐHN-TMIV dated 30<sup>th</sup> December 2021 by General Director of  
Tokio Marine Insurance Viet Nam Company Limited)

### PREAMBLE

This Product Recall Insurance Policy is made between the **Policyholder** and Tokio Marine Insurance Vietnam Company Limited (the "**Company**") (collectively the "**Parties**"). In consideration of the **Premium** paid and in reliance on the warranties and representations made by the **Policyholder** in the application for this insurance, the Parties agree as follows.

This Policy consists of the attached Declarations, this Preamble, the following General Terms and Conditions, and the attached endorsements if any.

Words and phrases appearing in boldface type in the text of this Preamble and the following General Terms and Conditions shall have the meanings set forth in Section 2 of this Policy Wording entitled "Definitions."

### GENERAL TERMS AND CONDITIONS

#### 1. INSURING AGREEMENT

Subject always to the **Limit of Liability** set forth in the Declarations, and to all of the terms, conditions, exclusions and other provisions hereinafter mentioned, the Company will indemnify the **Insured** for **Product Recall Expenses** and **Defense Costs** arising out of a **Covered Incident** in excess of the **Attachment Point** set forth in the Declarations, provided that the **Covered Incident** is discovered and first reported to the Company during the **Policy Period**. It shall be a condition precedent to the obligations of the Company to provide indemnification under this Policy, that the **Insured** shall have complied with all of the terms and conditions of this Policy.

#### 2. DEFINITIONS

- A. "**Attachment Point**" shall mean the amount referred to in Section 10 of the Declarations.
- B. "**Bodily Injury**" shall mean physical injury to the body of any person(s), including sickness, disease or death at any time resulting therefrom.
- C. "**Claim**" shall mean either a written demand for money, services or other non-monetary relief, or a civil, regulatory, arbitration, governmental or administrative proceeding for monetary or non-monetary relief.
- D. "**Covered Incident**" shall mean the recall, removal, recovery of possession or control, or disposal of **Insured Product(s)** from a distributor, purchaser, or user of the **Insured Product(s)**, arising out of the use or consumption of the **Insured Product(s)** resulting in or posing actual or imminent danger of resulting in **Bodily Injury** or **Property Damage**, provided that such action is:
  - (i) ordered by a regularly constituted governmental, federal, state or local regulatory or judicial body; or
  - (ii) voluntarily initiated by the manufacturer of a finished product of which the **Insured Product(s)** is a component part due to the failure of the **Insured Product(s)** to prevent or mitigate any **Bodily Injury** or **Property Damage**; or
  - (iii) voluntarily initiated by the Insured due to the failure of the Insured Product(s) to prevent or mitigate any Bodily Injury or Property Damage.

For the purpose of this Policy, all individual recall actions due to the same or substantially similar defect of the same **Insured Products** are considered one **Covered Incident**.

- E. "**Defense Costs**" shall mean reasonable legal fees, expenses and disbursements incurred by the **Insured** with the prior written consent of the Company in the investigation and defence of any claim for compensatory damages which the **Insured** becomes legally obligated to pay a manufacturer of a finished product of which the **Insured Product(s)** is a

component part, as a direct result of such manufacturer undertaking a recall, removal, recovery of possession or control or disposal of **Insured Product(s)**, including investigator's, adjuster's and expert's fees but excluding the **Insured's** internal costs of investigation or defense of a claim.

- F. **"Insured"** shall mean the Named Insured listed in the Declarations and all consolidated subsidiaries and affiliates thereof. This policy shall cover joint ventures of the **Insured** only if the **Insured** has management control of the joint venture and/or has a fifty (50%) percent or more ownership interest in the joint venture, but always only to the extent of the **Insured's** percentage of ownership interest in such joint venture.
- G. **"Insured Product(s)"** shall mean all automotive components, accessories and equipment of the **Insured** that are in production, have been manufactured, handled, distributed by or prepared for the **Insured**, including products of the same categories manufactured by a third party for the **Insured**.
- H. **"Limit of Liability"** shall mean the amount specified in Section 9 of the Declarations.
- I. **"Material Change in Risk"** shall mean any change in the overall risk limited to the following events or transactions:
  - (i) increase or decrease of **[Enter Digit]** % or greater in the annual sales of the **Insured's Product(s)** as compared to the immediately preceding year (this may be triggered by acquisitions or divestitures of the **Insured's** business as at Inception); or
  - (ii) acquisitions or expansion into areas of activity other than the **Insured's** business areas as at Inception, or any divestitures, where such acquisition or divestiture materially increases or decreases the exposure to the **Covered Incidents** insured hereunder; or
  - (iii) introduction or acquisition of a new product line by the **Insured**.
- J. **"Policy Period"** shall mean the period of time from and including the inception date to the earlier of either the expiration date specified in Section 5 of the Declarations or the effective date of termination of this Policy.
- K. **"Premium"** shall mean the amount specified in Section 15 of the Declarations.
- L. **"Property Damage"** shall mean physical damage to or destruction of tangible property (other than to the **Insured Product(s)** itself) and/or animals and/or livestock. **Property Damage** shall not include any destruction, distortion, erasure, alteration or corruption of any computer data, coding, program or software.
- M. **"Product Recall Expenses"** shall mean all reasonable and necessary costs incurred, due to the occurrence of a **Covered Incident**, to inspect, collect, withdraw and/or destroy recalled **Insured Product(s)**. All **Product Recall Expenses** shall be limited to:
  - (i) the cost of publishing the recall in newspapers, magazines, or any other printed media, in radio and/or television broadcasts, or any other announcements (whether electronic or otherwise), as well as the cost of correspondence exclusively made for the purpose of announcing and/or implementing the recall of the **Insured Product(s)**;
  - (ii) the cost of shipping the **Insured Product(s)**, or the finished product of which the **Insured Product(s)** is a component part, from the purchaser, distributor or user of such product to the place or places of return designated in the event of a product recall by the **Insured** or by the manufacturer of the product of which the **Insured Product(s)** is a component part;
  - (iii) the cost of hiring additional persons, other than regular employees, necessary for the analysis, research, consulting, inspection, collection or withdrawal of such **Insured Product(s)**, including any reasonable costs incurred for additional accommodation for such persons during the product recall process, if so required;
  - (iv) the remuneration paid to regular employees of the **Insured** for overtime dedicated exclusively to a **Covered Incident**;
  - (v) the cost of renting an additional warehouse and/or storage space incurred directly as the result of the recall of the **Insured Product(s)**;
  - (vi) the cost of properly disposing of the recalled **Insured Product(s)**;
  - (vii) the cost of replacing defective **Insured Product(s)**, including the cost of dismantling, taking out, exposing or removing the defective **Insured Product(s)** and the cost of installing, fitting, laying or applying non-defective

products in replacement of the **Insured Product(s)**, but not the cost of the new or non-defective replacement products of the **Insured** or of any third party.

Insured replacement costs shall also include expenses incurred by third parties, acting on behalf of the **Insured**, as a result of processing, working on and assembling non-defective products in replacement of defective **Insured Product(s)**;

- (viii) the cost of repairing any defective **Insured Product(s)**, where such **Insured Product(s)** is a component part of an otherwise non-defective product; and/or the cost of replacing or retrofitting any defective components of such **Insured Product(s)**.
- (ix) the cost of shipping any new or non-defective replacement products from the place where the now defective **Insured Product(s)** was originally delivered to by the **Insured** ("Original Place of Delivery") to the place or places of return designated in the recall by the **Insured** or by the manufacturer of the product of which the **Insured Product(s)** is a component part ("Place of Return"). Notwithstanding the foregoing, where the shipping costs of any replacement products from the premises of the **Insured** (or any other third party appointed by the **Insured**) to the Place of Return, are less than the shipping costs from the Original Place of Delivery to the Place of Return, only the lesser costs, being the shipping costs from the premises of the **Insured** /third party, to the Place of Return, will be covered hereunder.

### 3. EXCLUSIONS

The Company is not liable for payment of any costs or expenses directly or indirectly caused by or resulting from:

- A. any **Claim** for **Bodily Injury** or **Property Damage** or any other **Claim** made by a third party against the **Insured** arising out of, or in connection with the use or consumption of the **Insured Product(s)**;
- B. any dishonest, fraudulent, illegal or criminal act committed by any of the **Insured's** directors, officers or trustees;
- C. any intentional violation of governmental laws or regulations by any employee of the **Insured**, in connection with the manufacture, sale or distribution of any **Insured Product(s)** or any intentional use by such employee of any material or substance in the manufacturing process which has been banned or declared unsafe by any governmental agency;
- D. any nuclear reaction or nuclear radiation or radioactive contamination howsoever caused;
- E. any direct or indirect consequences of war, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion, or military or usurped power;
- F. any litigation or any proceedings before any governmental body as a result of a **Covered Incident** or otherwise;
- G. any directive, demand, claim, lawsuit or request that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, naturalize or assess the effects of pollutants or for damages in respect thereof;
- H. any **Insured Product(s)** which are prototypes, single-units or experimental products;
- I. any **Covered Incident** which occurs more than 5 years after the **Insured Product(s)** has left the control of the **Insured**;
- J. any breach of warranty with respect to the fitness, merchantability, quality, efficacy or efficiency of the **Insured Product(s)**;
- K. any liability assumed by the **Insured** under any oral or written contract or agreement, except that this exclusion shall not apply to a **Claim** where legal liability for **Product Recall Expenses** would exist even in the absence of such contract or agreement, provided always that such liability arises from a **Covered Incident**;
- L. a **Covered Incident** resulting from any alleged, threatened or actual willful and/or malicious product tampering.
- M. any liability to the extent that the provision of any cover, benefit or payment under this Policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

### 4. CONDITIONS

- A. **Confidentiality**

The **Insured** will keep the existence of this Policy confidential and will use all reasonable efforts not to disclose its existence unless required to do so by law. This condition will also apply to any excess or other insurance.] – **Optional Clause**

**B. Termination**

This Policy is not able to be terminated by either Party except that:

- (i) either party may cancel if the **Insured** is acquired or becomes controlled by a third party, in which case terminate shall be effective on the date written notice of such terminate is received by the other party or at any future date specified within such notice; or
- (ii) either party may terminate based on a **Material Change in Risk** as specified herein in the event that the Parties cannot reach an agreement as to the adjustment of **Premium** and terms and conditions of this Policy due to the **Material Change in Risk**. Such termination shall be effective on the date written notice of the termination is received by the other party or at any future date specified within such notice.

If this Policy shall be terminated, the Company shall retain the pro-rata proportion of the Premium for the period this Policy has been in force.

**C. Representations, Warranties and Covenants of the Insured**

The **Policyholder** and **Insured** represent, warrant, and covenant to the Company that:

- (i) **No Material Misstatements**  
The Application for this Insurance, as well as any reports, financial statements, or any other exhibits furnished by or on behalf of the **Policyholder** and **Insured** to the Company in connection with this Policy or the procurement thereof, did not, do not and will not conceal, misrepresent or fail to disclose any material fact concerning this insurance, the procurement thereof, the Insured Product(s), or any Covered Incident or claim under this Policy.
- (ii) **Disclosures to the Company**  
The **Policyholder** and **Insured** have made full disclosure to the Company of all information that is material to the risks being assumed by the Company under this Policy.
- (iii) **Disclosures and Approvals**  
With respect to this Policy, the **Policyholder** and the **Insured** have made all disclosures to and obtained all approvals from any applicable governmental entity as required under any applicable law, rule, order, decree or regulation.
- (iv) **Reporting of Material Changes**  
The **Policyholder** and **Insured** shall provide full disclosure of any **Material Changes in Risk** as set forth in the Definitions within thirty (30) days following such material change.

Any concealment, misrepresentation or non-disclosure by the **Policyholder** and/or the **Insured** of a material fact concerning this Policy or its procurement, the **Insured Product(s)**, or any Covered Incident or claim, shall render this Policy null and void with immediate effect.

**D. Territory**

This Policy applies to **Covered Incidents** occurring in the territories specified in the Declarations.

**E. Excess Insurance**

The **Policyholder** or **Insured** may purchase excess insurance over the **Limit of Liability** set forth in this Policy without prejudice to this Policy. The existence of such insurance, if any, will not reduce the Company's liability under this Policy.

**F. Other Insurance**

This insurance is excess over any other insurance available to the **Insured** for a **Covered Incident** covered by this Policy, whether primary, excess, contingent or on any other basis, except other insurance written specifically to apply on a proportional basis to the **Limits of Insurance**. This provision shall not apply to other insurance written specifically

to be excess over this Policy. Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of any such other insurance.

G. Notice of **Covered Incident**

As a condition precedent to obtaining indemnity under this Policy, the **Insured** shall provide written notice of any **Covered Incident** as soon as practicable to the Company (but in any event no later than 30 days) after receiving notice or becoming aware of such **Covered Incident** in respect of which the **Insured** shall have incurred **Product Recall Expenses** greater than or equal to 25% of the **Attachment Point**. The written notice of such a **Covered Incident** to the Company shall include, but not be limited to, a description of the circumstances of the **Covered Incident**, the nature of the **Covered Incident**, the nature of the alleged or potential damage, and the date and manner in which the **Insured** first became aware of the **Covered Incident**. The **Insured** shall also provide promptly any additional information which the Company may reasonably require to determine the existence of a **Covered Incident** or the amount of any **Product Recall Expenses** hereunder.

H. Assistance and Cooperation

- (i) The Company shall not be called upon to assume charge of the settlement, defense or control of the handling of any loss, claim or legal action, arbitration or other proceeding commenced against the **Insured**. At the Company's discretion and expense, and upon its express written request therefore, the **Insured** shall, however, permit the Company to associate with the **Insured** and/or the **Insured's** underlying insurers in the investigation, evaluation, settlement, defense and/or handling of any such loss, claim or proceeding that potentially may affect the Company's liability under this Policy. If the Company exercises this right to associate, then the **Insured** shall cooperate fully with the Company or its authorized representatives in the investigation, evaluation, settlement, defense and/or handling of such loss, claim, or proceeding.
- (ii) If liabilities, **Claims**, costs and/or expenses are in part covered by this Policy and in part not covered by this Policy, the **Insured** and the Company shall use their best efforts to agree upon a fair and proper allocation, to determine which part thereof is covered hereunder. The **Insured** shall cooperate with such efforts by providing all pertinent information with respect thereto.
- (iii) Any expenses incurred by the Company on its own behalf in connection with the defense and control of any claim or as a consequence of the **Insured's** obligations pursuant to this Condition H shall be borne by the Company at its own expense and shall not be considered part of the **Product Recall Expenses**.

The **Insured** will exercise due diligence and take all steps reasonable and practical to prevent any **Covered Incident** and to make all reasonable efforts to prevent or mitigate any **Product Recall Expense** arising out of a **Covered Incident**. The **Insured** will take the most cost efficient decision as respects **Product Recall Expenses**.

I. Subrogation

In the event of any payment hereunder, the Company shall be entitled to exercise rights of subrogation and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. In such case, the Company will act in concert with all other parties, including the **Insured**, interested in the exercise of rights of recovery. The apportioning of any amounts which may be so recovered, net of expenses, shall follow the principle that any parties, including the **Insured**, that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them. The Company is then to be reimbursed out of any balance then remaining up to the amount paid by it; lastly, the parties of whose interests this coverage is in excess, including the **Insured**, are entitled to claim the residue, if any.

J. Salvage

Any salvage or other recovery, after expenses incurred for salvage or recovery are deducted, will accrue entirely to the benefit of the Company until the sum paid by the Company has been recovered. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the **Insured**, the salvage value of such damaged property will be determined after removal in the customary manner of all such

brands or trademarks or other identifying characteristics, the costs of which will be borne by the **Insured**. There can be no abandonment of any property to the Company.

K. Inspection and Audit

- (i) **Inspection of Books and Records.** The Company and its authorized representatives shall have the right, at any reasonable time, to inspect, examine, and copy at its own expense all books and records of any kind of the **Insured**, its agents and representatives which relate to the underwriting of risks under this Policy; or to any **Covered Incident**, including all non-privileged reports of loss adjusters and legal counsel appointed by the **Insured** with respect to any **Product Recall Expenses** which potentially could exceed the applicable **Attachment Point**. This right of inspection shall survive the cancellation or termination of this Policy for as long as one of the parties has a claim arising under this Policy against the other.
- (ii) **Inspection of Properties and Operations.** The Company and their authorized representatives shall have the right but not the duty to inspect the properties and operations of the **Insured** at any reasonable time. No act, omission, advice or report by the Company with regard to any inspection of the **Insured's** properties or operations shall constitute an undertaking by the Company to determine or warrant the safety of those properties or the **Insured's** compliance with law. The Company shall bear any expenses incurred in making inspections pursuant hereto.

L. Notices

All notices and other communications under this Policy shall, unless otherwise stated herein, be in writing (including telex and facsimile communication) and shall be personally delivered or sent by certified mail with postage prepaid, or overnight courier or facsimile, to the intended party at the address or facsimile number of such party set forth in the Declarations or at such other address or facsimile number as shall be designated by such party in a written notice to the other party hereto. All such notices and communications shall be effective i.) if personally delivered, when received, ii.) if sent by certified mail, five Business Days after having been deposited in the mail, postage prepaid, iii.) if sent by overnight courier, two Business Days after having been given to such courier, unless sooner received by the addressee and iv.) if transmitted by facsimile, when sent, upon receipt confirmed by telephone or electronic means. Notices and communications sent hereunder on a day that is not a Business Day shall be deemed to have been sent on the next succeeding Business Day.

M. Miscellaneous

- (i) **Amendments.** This Policy may only be amended by mutual consent of the Parties expressed in a written addendum and executed by the Parties with the same formalities as this Policy. Such addendum shall form an integral part of this Policy and be binding upon the Parties hereto.
- (ii) **Assignment.** This Policy shall be binding upon all successors, assignees and transferees of the parties to this Policy, provided, however, that neither this Policy nor any rights or obligations under this Policy may be assigned or transferred by either party without the prior written consent of the other party.
- (iii) **Errors and Omissions.** Inadvertent errors and omissions of any nature made by either party shall neither increase nor reduce the liability of either party from what that liability would have been had no such error or omission occurred. Upon discovery, the party committing an error or omission shall promptly correct such error or rectify such omission and advise the other party thereof as soon as possible.
- (iv) **Waiver.** No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder by any party, shall operate as a waiver thereof by that party; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of any provision of this Policy or consent to any departure by a party therefrom shall, in any event, be effective unless the same shall be made in writing by two authorized representatives of that party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

- (v) **Right of Offset.** Both the Company, the Policyholder and the **Insured** shall have and may exercise at any time the right to offset any balance or balances due the other. Such offset may include balances due under this Policy and any other policies heretofore or hereafter entered into between the Parties, regardless of whether such balances are in respect of premiums or **Product Recall Expenses** or otherwise and regardless of the capacity of any party, whether as Company or **Insured** or otherwise. This provision shall not be affected by the insolvency of either the Company or the **Insured**.
- (vi) **Currency of Indemnity Payment.** It is agreed that **Product Recall Expenses**, if any, shall be payable in the same currency in which the premium has been paid. In the event that **Product Recall Expenses** involving local currency must be converted to the currency listed in the Declarations (or any other currency) in order to indemnify the **Insured**, conversion shall be at the foreign exchange selling rate published in the Wall Street Journal as of the date of the payment. For the purposes of this paragraph, the term "local currency" shall mean the currency of the country where the **Covered Incident** occurs, if other than the currency listed in the Declarations.
- (vii) **Authorization Clause.** By the acceptance of this Policy, the **Policyholder** named in the Declarations agrees to act on behalf of any entities defined herein as an **Insured** with respect to the giving and receiving of any return premiums that may become due under this Policy, the acceptance of endorsements, the giving or receiving of any other notice provided for in this Policy and the submission and adjustment of claims, and all entities defined herein as an **Insured** agree that the **Policyholder** named in the Declarations will act on their behalf.

N. Policy Construction and Interpretation

The construction, interpretation, and meaning of the provisions of this Policy shall be determined in accordance with the law of Vietnam.

The marginal notes and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

Under this Policy, where appropriate, the singular includes the plural and vice versa.

O. Arbitration and Dispute Resolution

If there is any dispute arising out of or relating to the formation, validity, construction, or operation of this Policy the parties agree to try in good faith to settle such dispute by non-binding mediation.

If the dispute is not resolved through mediation, the dispute must be referred to arbitration in the Seat of Arbitration as stated in the Declarations. Such arbitration shall be conducted in accordance with the Rules of Arbitration as stated in the Declarations. The decision of the arbitrator shall be final and binding on both the Policyholder, the Insured and the Company. All mediation and arbitration proceedings shall be conducted in English.