

☒ SANEON GmbH • Carl-Zeiss-Ring 14 • D-85737 Ismaning by Munich

Philippe WIDENT
BWI France SASU
167 rue de la Belle Etoile
95700 Roissy en France
95610 ERAGNY

Von
Silvain Jewoh Zekeyo

Fon +49 (0)89 414 147 481
FAX +49 (0)8121 770 509 0

Email: contacting@saneon.de

09.04.2024

Offer 24/04/A/007/107/01

Dear Mr. WIDENT,
answering your request for proposal from December 17th 2023, regarding the project:

„HW Safety BWI “

we are pleased to make the following offer based on the provided information:

Service provider	SANEON GmbH
Type of offer	Service contract
Project duration	02.04.2024 until 30.06.2024

SUM (in € excl. tax)	39.650,00
-----------------------------	------------------

Validity of the offer	7 days upon creation
-----------------------	----------------------

Unless explicitly agreed otherwise, our general terms in the currently valid version apply to all deliveries.
These are attached to this offer.

You will find a more detailed elaboration of the effort in the attachment.

Best regards



SANEON GmbH
Consulting | Engineering | Solutions
Carl-Zeiss-Ring 14
85737 Ismaning, Germany
contacting@saneon.de
Tel.: +49 (0) 89 414 147 48-0
Fax: +49 (0) 8121 770 509 0

Silvain Jewoh Zekeyo

CEO

Attachment: Detailed offer description

SANEON GmbH •

Registration Court Munich:

HRB 186231

VAT:

DE 271 696 410

CEO:

Jewoh Zekeyo, Silvain

www.saneon.de

Offer Description Table of Contents

1. CONTRACTOR	3
1.1. SANEON WHO WE ARE	3
1.2. CERTIIFICATES	3
2. PROJECT OVERVIEW, PROJECT GOALS AND SUCCESS FACTORS	3
2.1. TERMS AND ABBREVIATIONS	3
2.2. INITIAL SITUATION	3
2.3. RELEVANT EXPERIENCES FOR THIS PROJECT	3
2.4. STAFF ASSIGNMENT	4
2.5. SCOPE OF THE MISSION	4
3. PROJECT STRATEGY – PLANNING AND MILESTONES	4
4. WORK LOCATION	4
5. NON-SOLICITATION OF STAFF	4
6. TERMINATION	5
7. PRICE	5
7.1. PRICE ELABORATION FOR DEFINED ACTIVITIES	5
7.2. PAYMENT	5
8. CONTACT PERSON	5

1. Contractor

1.1. SANEON Who we are

SANEON: SANE stands for our farsighted way of analyzing problems in order to develop practical and intelligent solutions.

Since **2010** we enable our client to implement safety relevant functions efficiently and safely in **complex** and **autonomous systems**

We support our clients to enable their teams to develop complex and innovative systems **efficiently**, safe and **repeatable** on their own.

1.2. Certificates

In 2020, our company was certified by DEKRA according to ISO9001: 2015.

The certification according to TISAX Information Security Assessment Level 3 was successfully carried out in 2021.

2. Project overview, project goals and success factors

2.1. Terms and abbreviations

N/A	Not Applicable
PD	Person Day
WP	Work package

2.2. Initial Situation

This project will improve and establish the processes for the value-added chain of BWI in the development of mechatronics products. This improvement shall assure the safety of the products and increase the quality through professional management of the complexity caused by the dependence on electronics and software.

For this purpose, the requirements of the safety standard ISO 26262 will be implemented for the development of relevant projects.

SANEON has been asked to support BWI in the development of their products according to ISO 26262.

2.3. Relevant Experiences for this Project

SANEON's-project team has longstanding experience in:

- consulting in functional safety for BCM and BMS
- consulting in functional safety and Automotive SPICE® safety critical system according to ISO 26262, IEC 61508, DO 178B/C, ISO/PAS 21448
- safety management, safety audit and safety assessment
- conducting safety and reliability analyses
- development of EMC safety concepts for highly automated driving functions
- systems engineering, requirements engineering
- test and validation according to ISO26262, Automotive SPICE®, ISTQB
- computer vision, sensor data processing, sensor technology
- project management in complex organizations
- international experience (e.g., Germany, USA, England, Korea, China, France)
- process analysis and process optimization

SANEON GmbH ·

Registration Court Munich:

HRB 186231

VAT:

DE 271 696 410

CEO:

Jewoh Zekeyo, Silvain

www.saneon.de

2.4. Staff Assignment

Our experts have extensive knowledge about the existing and required applications and topics. For a successful implementation of the project, SANEON provides:

- A Functional Safety Consultant. See attached SANEON PROFILE:
"Arnold_ENGOUE_SANEONFRANCE_PROFILE_EN"

2.5. Scope of the mission

SANEON will assign a functional safety engineer to support BWI in the development of their products.

The safety engineer will be responsible for the key technical deliverables of the "safety case" on projects in accordance with the rules of ISO 26262. He/she will be also responsible for the functional safety studies of the product developed in the project assigned to him.

He/she defines and ensures the elaboration of the security concept necessary to guarantee the security objectives of the product. (Functional, Design)

He/she ensures the deployment and traceability of the security requirements.

He/she establishes directly (e. g. with the support of the Safety Manager) the key technical deliverables of the "Safety Case" as among others:

- ASIL assignment/decomposition
- FMEA, FMEDA & FTA
- Technical safety concepts
- Safety verification and validation plan
- Safety reviews

The Safety Engineer ensures that safety criteria are taken into account during/for serial production.

Management of the resolution of problems and their traceability.

3. Project Strategy – Planning and Milestones

N/A

4. Work Location

In the office of the customer or from SANEON France SARL.

5. Non-solicitation of staff

Unless previously agreed in writing, the customer waives the right to solicit, hire or work, directly or indirectly, the employees of SANEON who are involved in the performance of the service, which is the subject of this Commercial Proposal, even if the initiative for such solicitation is made by a member of the team.

This obligation is valid for six months from the start of the project.

In the event that the customer does not respect this commitment, he will automatically become liable to SANEON for an indemnity fixed at present and at a flat rate of 80,000 euros

SANEON GmbH ·

Registration Court Munich:

HRB 186231

VAT:

DE 271 696 410

CEO:

Jewoh Zekeyo, Silvain

www.saneon.de

per employee concerned.

6. Termination

The Contract may be terminated during its term by either party on 1 month's written notice.

7. Price

7.1. Price Elaboration for defined Activities

			Price/Unit	Discount	Price
Pos	Unit (PD)	Description	(EURO)	(EURO)	(EURO)
1	59	Functional Safety Engineer from 02.04.2024 – 30.06.2024	630,00	-20,00	35.990,00
Sum (excl. tax):					35.990,00

7.2. Payment

All services are provided for a total amount **35.990,00** (excl. tax).

Invoicing will be charged without value added tax since change of tax liability engages (reverse charge procedure). Sales tax is to be declared and paid by the customer.
VAT-ID of SANEON: DE271696410.

We will bill our services at least monthly. Payments have to be transferred at the cost of the customer if not stated otherwise in the invoice within a payment target of **30 days** to the end of the month to our bank account:

IBAN: DE07 7429 0100 0321 0616 31

BIC: CBSRDE71XXX

8. Contact Person

Function	Name	Area of responsibility for this proposal	Email	Phone
CEO SANEON	Silvain Jewoh	Management	silvain.jewoh@saneon.de	+49 (0)160 97 970 895 +33(0) 7 86 72 954 1

SANEON general Terms and Conditions

- §1. Services of Contractor
The services of SANEON GmbH – *hereinafter referred to as "Contractor"* – shall be subject to Contractor's offer, the Master Agreement, any individual contract or order confirmation, and these General Terms and Conditions (*hereinafter collectively the "Contract"*).
- §2. Term of Contract
The Contract shall remain effective up until achievement of its purpose or until the calendar deadline provided therein. The Contract may be terminated during its term by either Party pursuant to § 627 of the German Civil Code [BGB]. The Parties' statutory right to terminate the Contract for cause shall not be affected by the foregoing. Such termination for cause shall only be valid if made in writing.
- §3. Notification of defects
If Customer wants to assert any defect(s) in Contractor's work, Customer must notify it (them) to Contractor without delay.
- §4. Liability of Contractor
Any liability of Contractor shall be excluded, unless a corporate agent or any employee of Contractor has acted wilfully or by gross negligence.
If any employee of Contractor who is not a corporate agent causes any damage wilfully or by gross negligence, Contractor shall only be liable up to the net remuneration agreed for the contractual services.
- §5. Statute of limitation
Customer's claims for damages against Contractor, if any, shall become statute-barred after expiry of a period of 5 years from the date on which they came into existence.
- §6. Invoices / payments
Progress payment invoices of Contractor established on the basis of a checkable list of services shall be due for payment by Customer immediately upon submission of such list, after deduction of any advance payment.
The final invoice shall encompass all services performed by Contractor, including all complements, and shall be due for payment by Customer immediately up to its full amount, without any deduction whatsoever.
- §7. Default in payment
If Customer is in default in payment, he shall be bound to compensate the loss incurred by

Contractor for the reminders as a result of default.

In addition, Customer shall pay to Contractor interest on arrears at a rate exceeding the base rate of the ECB by 4 percentage points, however at least 8% p.a. This shall not affect Contractor's right to claim compensation for any additional loss resulting from the default. However, Customer shall be entitled to prove that the loss incurred by Contractor is lower than the above-provided flat penalty. Contractor shall be entitled to postpone performance of any further service as long as Customer remains in default.

- §8. Exclusion of any other terms and conditions
Customer's general terms and conditions, if any, shall not apply to the Contract, unless Contractor has expressly accepted in writing individual terms or conditions.
In particular, application of any provision in Customer's general terms and conditions according to which these Terms and Conditions do not apply – even if only in part – shall be expressly excluded.
- §9. Choice of law
9.1. The Parties' legal relations in connection with the Contract shall be exclusively governed by the laws of the Federal Republic of Germany.
9.2. The same shall apply to any other non-contract relations of the Parties.
- §10. Place of performance/jurisdiction
The place of performance and jurisdiction for any dispute arising between the Parties under or in connection with the Contract shall be Contractor's seat (registered office) if both Contract partners are full-scale businessmen under German commercial law, public law corporations or special public funds.
- §11. Written form
Any amendment to the Contract shall only be valid if made in writing. This shall also apply to this clause of the written form. The Parties did not make any oral side agreement.
- §12. Severability clause
Should a provision of the Contract be ineffective, the effectiveness of the Contract as a whole shall not be affected therefrom. In such a case, the Parties shall agree on another provision matching the economic purpose of the ineffective provision as closely as possible.

SANEON GmbH •

Registration Court Munich:
HRB 186231
VAT:
DE 271 696 410
CEO:
Jewoh Zekeyo, Silvain
www.saneon.de