

EXHIBIT #4

Jeremy E. Bowers

From: Wood, David <DWood02@lear.com>
Sent: Monday, May 5, 2025 5:15 PM
To: daniel.harvey@volvocars.com; Mccaslin, Joshua; Curtis, Alana; Fowler, Doris; Harlin, Fredrik (FH); Vostry, Michal; Kaindle, Martina; Jones, Mark
Cc: Alban, Matt; Staples, Corey; Baird, Paul; Puckett, Mike; Nelson, Shaun
Subject: Release Rejection due to lack of tariff authorization.

Daniel

We have received your release on 5/5/2025 . In the absence of tariff authorization by Volvo, Lear rejects all new releases issued by Volvo Charleston including your recent release.

Please keep in mind that Volvo Charleston and Lear Duncan are on release-by-release contract and by rejection of release by Lear, there is no contract in place between the parties. Lear will not be responsible for any costs due to an impact at Volvo Charleston.

Lear reserves all of its rights in this matter.

Dave Wood

Plant Manager

Making every drive better™

Mobile 864.524.4681
Office 864.479.2563
Location Lear Corporation - Duncan
1200 Woods Chapel Road
Duncan, SC 29334



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Lear Corporation

EXHIBIT #5

V O L V O

May 13, 2025

J. Calhoun Watson
Robinson Gray
2151 Pickens Street, Suite 500
P.O. Box 11449
Columbia, SC 29211
cwatson@robinsongray.com

Re: Purchase Agreement for SPA2 Seat Programs ("Agreement")

Dear Cal:

This letter is in response to your May 9, 2025 letter.

In your letter, you state that Lear has no obligation to accept, and can reject, Volvo Cars' call-offs, and that there is "no enforceable contract between the parties as to quantities contained in future call-offs." However, this statement is erroneous. A binding agreement between the parties was formed when Volvo Cars issued a blanket purchase order and call-offs under it, which Lear accepted by accepting the first call-off. Pursuant to the Agreement, Lear is required to comply with and supply parts as ordered in call-offs, unless a call-off fails to conform to the Agreement. See Section 5.1 of the Production Material Global Terms and Conditions. This has been our practice from the beginning of our business relationship and is also the prevailing industry practice. Lear's threats to reject call-offs are not in good faith and are in breach of the Agreement and our prior established practices.

In the same letter, you indicate Lear is willing to resume supply if the parties "resolve[s] the commercial claims related to the volume drops in the SPA2 Programs." This position is inherently contradictory. On the one hand, you argue for a call-off-by-call-off arrangement, yet on the other, you request a resolution for a compensation claim that is based on overall volume expectations and long-term investment. These positions are fundamentally incompatible. If Lear insists there is no blanket supply obligation, then it cannot simultaneously assert a claim based on failed volume expectations. Please let us know if Lear intends to formally waive any and all volume-related claims.

From our side, we reiterate our position that there is a valid and enforceable agreement between the parties and remind Lear of its obligation to timely deliver parts as specified in the call-offs under the Agreement. We must emphasize, from prior conversations and correspondence with Lear, that timely and conforming delivery is critical to ensure uninterrupted manufacturing operations. Failure to deliver per call-offs and rejection of call-offs will cause substantial irreparable harm and have severe consequences for Volvo Cars' operations, our employees, and customers.

The amount and number of liquidated damages is the current industry standard for nonconforming delivery and delivery delays causing manufacturing interruptions. If Lear does not deliver conforming products in a timely manner, it causes a loss of production that is difficult

V O L V O

to fully measure because the loss of production must be carried through to the loss of sales of finished vehicles. While you dispute this number, it is the industry standard particularly for smaller manufacturing operations. This is particularly critical for Volvo Cars' Charleston, South Carolina location, where there is not an opportunity for redirection of employees to other lines if Lear causes delivery delays, and a delay in one shop affects all shops as they are not isolated as in larger facilities. The liquidated damages amount provided is proportionate to the damages that are probable because of delays and does not constitute a penalty. It is a probable loss caused by the breach of the Agreement's terms for timely and nonconforming delivery.

In your letter, you also asked us to reach an agreement on how tariffs should be handled. However, you should be aware that your client has unilaterally taken decisions on how to handle tariffs and has been debiting tariff-related costs to our directed Tier 2 suppliers without any authorization from us and without any contractual or legal basis for doing so. We demand that such practices cease immediately. We expect full and prompt correction and confirmation of such.

Lear's conduct and threats to stop shipments create significant concern for our production planning and operation purposes in the immediate future. Accordingly, this letter should also serve as Volvo Cars' demand for adequate assurances of Lear's continued performance in accordance with the Agreement, UCC §2-609, its state equivalent and applicable law. Under Section 2-609, a party to a contract has the right to demand adequate assurance of due performance where reasonable grounds of insecurity arise, as they have in this case. Therefore, Volvo Cars demands that, on or before 5:00 p.m. ET on Thursday, May 15, 2025, Lear provide written assurances that it will timely deliver parts to Volvo Cars in accordance with the Agreement.

Furthermore, Volvo Cars would like to remind Lear of its contractual obligation to continue to deliver in accordance with the Agreement, purchase orders, and subsequent call-offs consistent with our established practices and industry standards even if there is a disagreement about the Agreement between the parties. In accordance with Section 27.6 of the Production Material Global Terms and Conditions, Lear has the obligation to continue delivery irrespective of any dispute between the parties. Should deliveries fail to occur as scheduled, Volvo Cars will incur irreparable harm and substantial losses including the liquidated damages provided by our team. Lear's threats to reject call-offs are not in good faith and are in breach of the Agreement and prior practices.

We desire to work through the current disputes and move forward under the current Agreement. However, Volvo Cars reserves all legal and contractual rights and remedies.

Sincerely,


Katya Gill May 13, 2025 22:17 GMT-2

Katya Gill,
Sr Legal Counsel
Volvo Car USA LLC

EXHIBIT #6

Jeremy E. Bowers

From: Wood, David <DWood02@lear.com>
Sent: Friday, May 16, 2025 5:41 PM
To: daniel.harvey@volvocars.com; Mccaslin, Joshua; Fowler, Doris; Harlin, Fredrik (FH); Vostry, Michal; Kaindl, Martina; Jones, Mark; Capozzi, Joseph; Dassin, Philippe; Carlander-Reuterfelt, Désirée
Cc: Alban, Matt; Staples, Corey; Baird, Paul; Puckett, Mike; Nelson, Shaun
Subject: RE: No Surprise Communication

All,

As a follow up to our rejection of release communication on 5/5/2025 and the letter from our legal counsel on 5/9/2025, Lear is sending this communication to inform VCCH that beyond the below detailed sequences to meet the accepted release/call-off, transport for production material pickup will not be loaded by Lear Corporation. We would estimate based on your current demand and material coverage at VCCH you could see your first impacts to your assembly line on 5/20/2025

The last seats to be shipped from Lear Duncan are as follows:

Front Seats:	Sequence 141699
V536 2 nd & 3 rd Row:	Sequence 141598
723 2 nd Row	Sequence 141602

Volvo should coordinate & communicate to your labor force the production impact date to minimize your costs. **Lear does not assume any responsibility or costs attributable for plant shutdown, if any.**

Lear reserves all its rights in this matter.

Dave Wood
 Plant Manager

Making every drive better™

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Sent: Monday, May 5, 2025 5:15 PM
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Cc: Alban, Matt <MAlban@lear.com>; Staples, Corey <CStaples@lear.com>; Baird, Paul <PBaird@lear.com>; Puckett, Mike <MPuckett@lear.com>; Nelson, Shaun <SNelson08@lear.com>

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Lear Corporation