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DELTA REPORT

10-K

PHINIA INC.

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

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TOTAL DELTAS 4178

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2023** **December 31, 2024**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-41708

PHINIA Inc.

(Exact name of registrant as specified in its charter)

Delaware

92-2483604

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

3000 University Drive,

Auburn Hills, Michigan 48326

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (248) 732-1900

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	PHIN	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of **February 23, 2024** **February 7, 2025**, the registrant's common stock held by non-affiliates on **June 28, 2024** (the last business day of the registrant's most recently completed second fiscal quarter) was approximately **\$1.7 billion**, based on the closing price per share of the registrant's common stock **was not listed** on any exchange. The registrant's common stock began regular-way trading such date, as reported on the New York Stock Exchange on **July 5, 2023**, Exchange.

As of **February 23, 2024** **February 7, 2025**, the registrant had **46,164,536** **40,813,559** shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the following documents are incorporated herein by reference into the Part of the Form 10-K indicated.

Document	Part of Form 10-K into which incorporated
Portions of the PHINIA Inc. Proxy Statement for the 2024 2025 Annual Meeting of Stockholders Shareholders	Part III

PHINIA Inc

FORM 10-K

YEAR ENDED DECEMBER 31, 2023 2024

INDEX

	Page No.
PART I.	
Item 1.	Business 5
Item 1A.	Risk Factors 1312
Item 1B.	Unresolved Staff Comments 2524
Item 1C.	Cybersecurity 2726
Item 2.	Properties 2726
Item 3.	Legal Proceedings 2826
Item 4.	Mine Safety Disclosures 2926
PART II.	
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities 2927
Item 6.	[Reserved] 3028
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations 3028
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk 3140
Item 8.	Financial Statements and Supplementary Data 4442
Item 9.	Changes in and Disagreements With Accountants on Accounting and Financial Disclosure 9793
Item 9A.	Controls and Procedures 9793
Item 9B.	Other Information 9894
Item 9C.	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections 9895
PART III.	
Item 10.	Directors, Executive Officers and Corporate Governance 9895
Item 11.	Executive Compensation 9895
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters 9895
Item 13.	Certain Relationships and Related Transactions and Director Independence 9996
Item 14.	Principal Accountant Fees and Services 9996
PART IV.	
Item 15.	Exhibit and Financial Statement Schedules 9996
Item 16.	Form 10-K Summary 9996

2

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Unless the context requires otherwise, references in this Annual Report on Form 10-K (Form 10-K) to "PHINIA," the "Company," "we," "our" or "us" refer to PHINIA Inc. and its consolidated subsidiaries.

This Form 10-K contains forward-looking statements within the meaning of the [Private Securities Litigation Reform Act of 1995](#), [U.S. federal securities laws](#). Forward-looking statements are statements other than historical fact that provide current expectations or forecasts of future events based on certain assumptions and are not guarantees of future performance. Forward-looking statements use words such as "anticipate," "believe," "continue," "could," "designed," "effect," "estimate," "evaluate," "expect," "forecast," "goal,"

"initiative," "intend," "likely," "may," "outlook," "plan," "potential," "predict," "project," "pursue," "seek," "should," "target," "when," "will," "would," or and other words of similar meaning. Forward-looking statements are subject to risks, uncertainties, and factors relating to our business and operations, all of which are difficult to predict and which could cause our actual results to differ materially from the expectations expressed in or implied by such forward-looking statements. Risks, uncertainties, and factors that could cause actual results to differ materially from those implied by these forward-looking statements include, but are not limited to:

- adverse changes in general business and economic conditions, including recessions, adverse market conditions or downturns impacting the vehicle and industrial equipment industries;
- our ability to deliver new products, services and technologies in response to changing consumer preferences, increased regulation of greenhouse gas emissions, and acceleration of the market for electric vehicles;
- competitive industry conditions;
- failure to identify, consummate, effectively integrate or realize the expected benefits from acquisitions or partnerships;
- pricing pressures from original equipment manufacturers (OEMs);
- inflation rates and volatility in the costs of commodities used in the production of our products;
- changes in U.S. and foreign administrative policy, including changes to existing trade agreements and any resulting changes in international trade relations;
- our ability to protect our intellectual property;
- failure of or disruption in our information technology infrastructure, including a disruption related to cybersecurity;
- our ability to identify, attract, retain and develop a qualified global workforce;
- difficulties launching new vehicle programs;
- failure to achieve the anticipated savings and benefits from restructuring and product portfolio optimization actions;
- extraordinary events, including natural disasters or extreme weather events, fires or similar catastrophic events, political disruptions, terrorist attacks, pandemics or other public health crises, and acts of war;
- risks related to our international operations;
- the impact of economic, political, social and market conditions on our business in China;
- our reliance on a limited number of OEM customers;
- supply chain disruptions;
- work stoppages, production shutdowns and similar events or conditions;
- governmental investigations and related proceedings regarding vehicle emissions standards; standards, including the ongoing investigation into diesel defeat devices;
- current and future environmental, and health and safety, human rights and other laws and regulations;
- the impact of climate change and regulations related to climate change;

3

- the impacts of climate change, regulations related to climate change and various stakeholders' emphasis on climate change and other related matters;
- compliance with and changes in other laws and regulations;
- liabilities related to product warranties, litigation and other claims;
- compliance with legislation, regulations, and policies, investigations and legal proceedings, and new interpretations of existing rules and regulations;
- tax audits and changes in tax laws or tax rates taken by taxing authorities;
- volatility in the credit market environment;
- impairment charges on goodwill and indefinite-lived intangible assets;
- the impact of changes in interest rates and asset returns on our pension funding obligations;
- the impact of restrictive credit agreement covenants and other requirements on our financial and operating flexibility; flexibility pursuant to the agreements governing our indebtedness;
- risks relating to the Spin-Off (as defined below), including our ability to achieve some or all of the benefits that we expect to achieve from the Spin-Off, (as defined below);

- a delay or inability to transition key infrastructure, services and solutions in connection with the Spin-Off;
- a determination that the Spin-Off does not qualify as tax-free for U.S. federal income tax purposes;
- restrictions under the Tax Matters Agreement (as defined below);
- difficulty maintaining existing customer relationships purposes, and obtaining new customers as a result of being a smaller company following the Spin-Off;
- our or BorgWarner Inc.'s (BorgWarner) our Former Parent's failure to perform under, or additional disputes that may arise between the parties relating to, various transaction agreements executed in connection with the Spin-Off;
- actual or potential conflicts of interests of certain of our employees related to their financial interests in BorgWarner;
- our limited history as an independent, publicly traded company; and
- other risks and uncertainties described in Item 1A, "Risk Factors" and in our other reports filed from time to time with the Securities and Exchange Commission (the SEC).

We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date they are made. We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Use of Non-GAAP Financial Measures

This Form 10-K contains information about PHINIA's financial results that is not presented in accordance with accounting principles generally accepted in the United States (GAAP). Such non-GAAP financial measures are reconciled to their most directly comparable GAAP financial measures in this Form 10-K. The provision of these comparable GAAP financial measures for 2023 is not intended to indicate that PHINIA is explicitly or implicitly providing projections on those GAAP financial measures, and actual results for such measures are likely to vary from those presented. The reconciliations include all information reasonably available to the Company at the date of this Form 10-K and the adjustments that management can reasonably predict.

Management believes that these non-GAAP financial measures are useful to management, investors, and banking institutions in their analysis of the Company's business and operating performance. Management also uses this information for operational planning and decision-making purposes.

Non-GAAP financial measures are not and should not be considered a substitute for any GAAP measure. Additionally, because not all companies use identical calculations, the non-GAAP financial measures as presented by PHINIA may not be comparable to similarly titled measures reported by other companies.

4

PART I

Item 1. Business

PHINIA Inc. (together with its consolidated subsidiaries, the Company or PHINIA) is a Delaware corporation incorporated in 2023. The Company is a leader in the development, design and manufacture of integrated components and systems that are designed to optimize performance, increase efficiency and reduce emissions in combustion and hybrid propulsion for commercial vehicles and industrial applications (medium-duty and heavy-duty trucks, buses and other off-highway construction, marine, agricultural and industrial applications), light commercial vehicles (vans and trucks) and light passenger vehicles (passenger cars, trucks, vans mini-vans, cross-overs and sport-utility vehicles). We are a global supplier to most major original equipment manufacturers (OEMs) seeking to meet and exceed increasingly stringent global regulatory requirements and satisfy consumer demands for an enhanced user experience. Additionally, we offer a wide range of original equipment service (OES) solutions and remanufactured products as well as an expanded range of products for the independent (non-OEM) aftermarket.

Transition to Standalone Company

On December 6, 2022, BorgWarner Inc., a manufacturer and supplier of automotive industry components and parts (BorgWarner, or Former Parent) announced plans for the complete legal and structural separation of its Fuel Systems and Aftermarket businesses by the spin-off of its wholly-owned subsidiary, PHINIA, which was formed on February 9, 2023 (the Spin-Off).

On July 3, 2023, BorgWarner completed the Spin-Off in a transaction intended to qualify as tax-free to the Company's BorgWarner's stockholders for U.S. federal income tax purposes, which was accomplished by the distribution of the outstanding common stock of PHINIA to holders of record of common stock of BorgWarner on a pro rata basis. Each holder of record of BorgWarner common stock received one share of PHINIA common stock for every five shares of BorgWarner common stock held on June 23, 2023, the record date. In lieu of fractional shares of PHINIA, BorgWarner stockholders received cash. As a result of these transactions, all of the assets, liabilities, and legal entities comprising BorgWarner's Fuel Systems and Aftermarket businesses are now owned directly, or indirectly through its subsidiaries, by PHINIA. PHINIA is an independent public company trading under the symbol "PHIN" on the New York Stock Exchange.

Narrative Description of Reportable Segments

The Company reports its results under two reportable segments: Fuel Systems and Aftermarket.

Net sales by reportable segment were as follows:

		Year Ended December 31,		
<u>(in millions)</u>	<u>(in millions)</u>	2023	2022	<u>(in millions)</u>
				2024

Fuel Systems

Aftermarket

Inter-segment eliminations

Net sales

The sales information presented above does not include the sales by the Company's unconsolidated joint venture (see sub-heading "Joint Venture" below). Such unconsolidated sales totaled approximately \$228 million \$224 million, \$235 million \$228 million, and \$201 million \$235 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, respectively. In addition, the sales information for the year years ended December 31, 2023 December 31, 2024 and 2023 includes \$23 million and \$50 million, respectively, of certain contract manufacturing agreements with BorgWarner that were entered into at the time of the Spin-Off.

Fuel Systems

The Fuel Systems segment provides advanced fuel injection systems, fuel delivery modules, canisters, sensors, electronic control modules and associated software. Our highly engineered fuel injection systems portfolio includes pumps, injectors, fuel rail assemblies, engine control modules, and complete systems, including software and calibration services, that reduce emissions and improve fuel economy for traditional and hybrid applications.

5

Aftermarket

The Aftermarket segment sells products to independent aftermarket customers and OES customers. Its product portfolio includes a wide range of products as well as maintenance, test equipment and vehicle diagnostics solutions. The Aftermarket segment also includes sales of starters and alternators to OEMs.

Financial Information About Reportable Segments

Refer to Note 24 22, "Reportable Segments and Related Information," to the Consolidated Financial Statements in Item 8 of this report Form 10-K for financial information about the Company's reportable segments.

Joint Venture

As of December 31, 2023 December 31, 2024, the Company had one unconsolidated joint venture in which it exercises significant influence but has a less-than-100% ownership interest. Results from the unconsolidated joint venture are reported by the Company using the equity method of accounting pursuant to which the Company records its proportionate share of the joint venture's income or loss each period.

Management of the unconsolidated joint venture is shared with the Company's joint venture partner. Certain information concerning the Company's unconsolidated joint venture is set forth below:

Joint venture	Products	Year organized	Percentage owned by the Company	Location of operation	Joint venture partner
Delphi-TVS Diesel Systems Ltd	Diesel fuel injection equipment	2001	52.5%	India	Cheema TVS Industrial Ventures Private Limited

Financial Information About Geographic Areas

The Company has a global presence. During the year ended December 31, 2023 December 31, 2024, approximately 29% 37% of the Company's net sales were generated in the United States, and 71% 63% were generated outside the United States. Refer to Note 24, 22, "Reportable Segments and Related Information," to the Consolidated Financial Statements in Item 8 of this Form 10-K for additional financial information about geographic areas.

Product Lines and Customers

During the year ended December 31, 2023 December 31, 2024, approximately 44% 34% of the Company's net sales were for light-vehicle independent aftermarket customers and OES, approximately 27% were for light passenger vehicle applications; approximately 25% 20% were for commercial vehicle and industrial applications; approximately 8% 18% were for OES, light commercial vehicle applications, and 23% 1% for independent aftermarket customers, other markets.

The Company's worldwide net sales to General Motors Company during the years ended December 31, 2023 December 31, 2024, 2023, and 2022 were 17%, 16%, and 12%, respectively. No other single customer accounted for more than 10% of the Company's consolidated net sales in any of the years presented. Sales to the Company's top five customers represented 35% 40% of sales for the year ended December 31, 2023 December 31, 2024.

The Company's products are generally sold directly to OEMs, substantially pursuant to negotiated annual contracts, long-term supply agreements or terms and conditions as may be modified by the parties. Deliveries are subject to periodic authorizations based upon OEM production schedules. The Company typically ships its products directly from its plants to the OEMs.

Sales and Marketing

The Fuel Systems and Aftermarket segments each have their own sales function. Account managers for each of our businesses are assigned to serve specific customers for one or more of the businesses' products. Account managers spend the majority of their time in direct contact with customers' purchasing and engineering employees and are responsible for servicing existing business and for identifying and obtaining new business. Because of their close relationship with customers, account managers are able to identify and meet customers' needs based upon their knowledge of our product design and manufacturing capabilities. Upon securing a new order, account managers participate in product launch

team activities and serve as a key interface with customers. In addition, sales and marketing employees of our reportable segments often work together to explore cross-development opportunities where appropriate.

Seasonality

Our operations are directly related to the commercial vehicle and light vehicle industry, industries. Consequently, our segments may experience seasonal fluctuations to the extent vehicle production slows, such as for OEM shutdowns in summer or winter, and for aftermarket parts depending on primary repair periods (summer for buses) or primary failure periods due to extreme heat or cold.

Research and Development

We have our own research and development (R&D) organization, including engineers and technicians, engaged in R&D activities at facilities around the globe. We also operate testing facilities such as prototype, measurement and calibration, life-cycle testing, dynamometer testing and validation laboratories. By working closely with OEMs and anticipating their future product needs, our R&D employees conceive, design, develop, test and validate new proprietary components and systems. R&D employees also work to improve current products and production processes. We believe our commitment to R&D will allow us to continue to obtain new orders from our OEM customers.

Our net R&D expenditures costs are primarily included in selling, general and administrative expenses of the Consolidated Statements of Operations. Customer reimbursements are netted against gross R&D expenditures costs as they are considered a recovery of cost. Customer reimbursements for prototypes are recorded net of prototype costs based on customer contracts, typically either when the prototype is shipped or when it is accepted by the customer. Customer reimbursements for engineering services are recorded when performance obligations are satisfied in accordance with the contract. Financial risks and rewards transfer upon shipment, acceptance of a prototype component by the customer or upon completion of the performance obligation as stated in the respective customer agreement.

	Year Ended December 31,		
(in millions)	2023	2022	2021
Gross R&D expenditures			
Gross R&D costs			
Customer reimbursements			
Net R&D expenditures			
Net R&D costs			

Net R&D expenditures costs as a percentage of net sales were 3.1% 3.3%, 3.1% and 4.1% 3.1% for the years ended December 31, 2023 December 31, 2024, 2023 and 2022, and 2021, respectively.

Intellectual Property

Intellectual property rights are important and valuable assets to our company. We have in the past and will continue in the future to file applications to protect our own rights, or to obtain licenses from third parties, when and where appropriate. We currently hold over 2,000 2,500 active pending applications and issued patents worldwide, and numerous pending and registered trademarks worldwide. Many of our trademarks are well-known in the markets in which we operate, and are key differentiators in particular for our aftermarket business. In certain instances, we also license some of our intellectual property assets to third parties, and in some cases, receive royalties in return. While we consider our intellectual property portfolio on the whole to be important, we do not consider our business to be materially dependent upon any one single intellectual property right or agreement.

Competition

We compete globally with a number of other manufacturers and distributors that produce and sell similar products. Many of these competitors are larger, have more diverse product portfolios and have greater resources than us. Technological innovation, application engineering development, quality, price, delivery and program launch support are the primary methods of competition.

Our major competitors are Robert Bosch GmbH, Cummins Inc., Denso Corporation, Dorman Products, Inc., Hitachi Astemo, Ltd., Hyundai KEFICO, Marelli, Valeo, Schaeffler Group, SEG Automotive, Aisan Industry Co., Ltd., Tenneco, ZF Group, SMP Auto Inc., Vitesco Technologies, Kayser, Mahle GmbH, and Vitesco Technologies. TI Fluid Systems.

For many of our products, our competitors include suppliers in parts of the world that enjoy economic advantages such as lower labor costs, lower health care costs, lower tax rates and, in some cases, export subsidies and/or raw materials subsidies. Also, see Item 1A, "Risk Factors."

Human Capital Management

Our ability to attract, retain and develop a highly skilled and diverse management team and workforce globally is critical to our sustained success and the growth of our business. We believe the broad array of skills, backgrounds, experiences, and industry knowledge of our talented employees advance our efforts in cultivating an inclusive culture, driving operational excellence, executing our business strategy and providing innovative products and solutions designed to optimize performance, increase efficiency and solve our

customers' biggest challenges. This belief is core to our human capital management strategy, which is focused on creating an inclusive and performance-based environment that fosters learning and development and empowers our people to deliver business results while supporting our Company values and vision for powering a better tomorrow.

As of December 31, 2023 December 31, 2024, our workforce was composed of salaried and hourly employees in the following geographic regions as follows:

Americas	5,800	5,600
Asia	1,600	
Europe	5,800	5,500
Total Employees	13,200	12,700
Salaried	4,600	4,800
Hourly	8,600	7,900
Total Employees	13,200	12,700

To achieve We advance our human capital management strategies and objectives, we use an array of measures to attract, develop, engage and retain highly qualified talent. These measures are advanced strategy through programs and initiatives focused on equity, diversity inclusion, total rewards, culture and inclusion (EDI), engagement, and sentiment, education learning and development, and health and safety.

Equity, Diversity and Inclusion. Inclusivity, Humility, inclusivity, integrity and accountability are among the Company's people-focused core values. We strive to cultivate a culture where employees are treated with respect and their differences are valued, valued, respected and embraced and provide tools and opportunities to help all employees reach their full potential. We regularly review our policies, programs and processes initiatives designed to promote an inclusive workforce and confirm their alignment with our EDI strategy strategies and efforts to foster a highly qualified talent and leadership pipeline consisting of individuals with diverse perspectives, skills and experiences. We recently began an initiative through our "CONNECT" channel, our employee communications platform, that shares educational content with employees to raise awareness of cultural events and celebrations. As a multinational organization, we believe recognition, and appreciation for, cultural differences in backgrounds and experiences is an important part of creating a greater understanding of each other at other. Through our various initiatives, we support this belief and showcase the Company broad spectrum of backgrounds, experiences, and skills of our talented employees.

Our Code of Ethical Conduct outlines our expectations for employees to act ethically and responsibly and sets the tone for employee interactions with each other and external stakeholders to create a respectful, inclusive and productive business environment. During 2023, we rolled out We seek to reinforce our inaugural annual employees' understanding of the Code of Ethical Conduct compliance by requiring training for new hires and refresher training for other employees.

Total Rewards. Our total rewards program is aligned to our global workforce. This training includes promoting a diverse, inclusive employee value proposition and respectful workplace in addition critical to many other important topics.

Engagement and Sentiment. We actively deploy strategies our ability to attract, highly qualified talent and engage and retain our global workforce, including our YOU Matter total rewards program. We a highly talented workforce. Through this program, we deliver culturally appropriate reward and recognition programs with and competitive pay and benefit categories, packages, including benefits to support health and wellbeing, disease prevention, management of chronic conditions, and emotional health. All full- and part-time employees are eligible to participate in our retirement plans, family-friendly leave programs, and flexible work policies, unless precluded by collective bargaining agreements or national statutory plans.

Additionally, our compensation infrastructure for salaried employees provides a globally consistent framework, with appropriate flexibility and country specific market data informing pay decisions and supporting our ability to provide market competitive compensation, which enables us to attract and retain highly qualified talent. We offer pay and benefits that are competitive and consistent with employee positions, skill levels, experience, knowledge, and geographic location.

Culture and Engagement. We regularly conduct engagement surveys to solicit feedback from employees on a variety of topics. We incorporate this feedback into actions plans across the organization with the aim of continually improving the employee experience and ensuring our workforce remains engaged and motivated to deliver outstanding results. Our team closely monitors employee turnover as part of our efforts to identify potential opportunities for improving employee retention. Additionally, we give our employees the opportunity to give back to their local communities, through community service, environmental initiatives, and educational involvement.

Globally, we provide comprehensive benefit programs through our various locations to support health and wellness, including disease prevention, management of chronic conditions, and emotional health resources. All full and part-time employees are eligible to participate in our retirement plans, family-friendly leave programs, and flexible work policies, unless precluded by collective bargaining agreements or national statutory plans. Our benefits toolkit is available to all. Additionally, our compensation infrastructure for salaried employees provides a globally consistent framework, with appropriate flexibility and country specific market data informing pay decisions and supporting our ability to provide market competitive compensation, which allows us to attract and retain highly qualified talent. We offer pay and partners.

8

benefits that are competitive and consistent with employee positions, skill levels, experience, knowledge, and geographic location.

Employees at certain international some of our non-U.S. facilities are unionized. We recognize that, in many of the locations where we operate, employees have freedom of association rights with third-party organizations such as labor unions. We respect and support those rights, including the right to collective bargaining, in accordance with local laws.

Education Learning and Development. We provide training and formal development opportunities for our employees to enable them to build the skills needed to reach their short- and long-term career goals. These opportunities are delivered to employees in a variety of formats to make our portfolio of **education learning** and development solutions flexible, accessible, scalable and translatable to meet the needs of our evolving global workplace and workforce.

Our formal performance **appraisal** management system enables managers and employees to set goals that align to our strategy and core values, provide formal feedback throughout the year, and identify professional development goals and opportunities to assist employees in reaching their full potential. We also offer employees the opportunity to provide formal feedback participate in the middle traditional and at the end of the calendar year, as well as the ability to identify development opportunities and goals for the coming year. In 2023, our formal reverse mentoring programs. Our reverse mentoring program was launched, which paired pairs early career talent with more senior leadership, leadership and is designed to promote collaboration, foster dialogue, and raise awareness and understanding of different perspectives to deliver on our collective goals. Finally, we have annual a regular cadence of talent reviews and conduct robust succession planning plans for key roles within in the Company. Company, which includes the use of talent pools to help tailor development in line with career aspirations and trajectories.

Health and Safety. The health and safety of our employees is a top priority, and we priority. We are dedicated to continually improving health and safety performance through education, focusing our efforts on managing and mitigating risk and building a culture where safety comes first and is embedded as a value. We maintain safety management systems at all of our manufacturing facilities. Our manufacturing locations that supply directly to OEM customers are certified to the ISO 45001 Health 45001:2018 Occupational health and Safety Management safety management standard.

We engage employees across different roles and geographies through ongoing workplace safety training and prevention initiatives, sharing best practices, hosting practice sharing, safety meetings, and sponsoring recognition programs. Since the Spin-Off, we have established our Global Safety Leadership Team, which is comprised of members of our management team These initiatives and other senior leaders across the organization who are responsible for overseeing our safety performance and initiatives. We also created a health and safety page on our CONNECT channel and held our first annual PHINIA Global Safety Week in 2023. Each of these programs and policies aim to facilitate engagement, share successes and focus employees on continually improve improving the safety of our work environments and foster fostering safe and healthy practices among our employees. practices.

Governance. Our human capital management measures, strategies and objectives are managed within a governance structure that is designed to enable broad engagement and appropriate oversight at various levels within the Company. This structure facilitates regular updates to our Chief Human Resource Officer (CHRO) and Strategy Board (consisting of our Chief Executive Officer (CEO), CHRO and other members of management), as well as periodic updates provided by the CHRO and other senior leaders to our Board of Directors and the Compensation Committee of the Board. Our Compensation Committee assists the Board in overseeing the Company's approach to human capital management, including EDI, and receives updates from members of our management team and other senior leaders regarding the Company's key strategies and initiatives. Our Compensation Committee also oversees our compensation philosophies governing our executive compensation plans and programs, with our full Board and Corporate Governance Committee overseeing management talent development and succession planning.

Raw Materials

We use a variety of raw materials in the production of our products including aluminum, copper, nickel, plastic resins, steel, certain alloy elements, and semiconductor chips. Manufacturing operations for each of our operating segments are dependent upon natural gas (including carbon dioxide and helium), fuel oil, and electricity.

We use a variety of measures to limit the impact of supply shortages and inflationary pressures. Our global procurement organization works to accelerate cost reductions, purchase from best-cost regions, optimize the supply base, mitigate risk, and collaborate on our buying activities. In addition, we use long-term contracts, cost sharing arrangements, design changes, customer buy programs, and limited financial instruments to help control costs wherever beneficial. The Company intends to use similar measures in 2024 2025 and beyond. Refer to Note 16, 14, "Financial Instruments," to the Consolidated Financial Statements in Item 8 of this Form 10-K for information related to the Company's hedging activities.

Prices for commodities remain volatile, and since the beginning of 2021, the Company has experienced price increases for energy and base metals (e.g., steel, aluminum and copper) while slightly decreasing in 2024. In addition, many global economies are experiencing elevated levels of inflation more generally, which is driving an increase in other input costs. As a result, the Company has experienced, and is continuing to experience, higher costs. For 2024, 2025, the Company believes there will be lower levels of continued inflationary pressures in certain raw materials, labor and energy. The Company also believes there will continue to be supply constraints related to semiconductor chips resulting in price increase pressure. Supplies of other raw materials are adequate and available from multiple sources to support its our manufacturing requirements.

9

Government Regulations

We are subject to extensive and varied laws and regulations in the jurisdictions in which we operate, including those relating to anti-corruption and trade, anti-money laundering, environmental matters, import and export compliance, antitrust, data security and privacy, employment, public health and safety, intellectual property, transportation, zoning, and fire codes. Our policies mandate compliance with all applicable laws and regulations, and we operate our business in accordance with standards and procedures designed to comply with these laws and regulations.

Our practice is to identify potential regulatory and quality risks early in the design and development process and proactively manage them throughout the product lifecycle through the use of routine assessments, protocols, standards, performance measures and audits. New regulations and changes to existing regulations are managed in

9

collaboration with our OEM customers and implemented through our global systems and procedures designed to ensure compliance with existing laws and regulations. We demonstrate material content compliance through the International Material Data System (IMDS), which is the vehicle industry material data system. In the IMDS, all materials used for vehicle manufacturing are archived and maintained to meet the obligations placed on the vehicle manufacturers, and thus on their suppliers, by national and international standards, laws and regulations.

The Company works collaboratively with a number of stakeholder groups, including government agencies such as the National Highway Traffic Safety Administration, our customers and our suppliers, to proactively engage in federal, state and international public policy processes.

Refer to Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," for a discussion of the impact of environmental regulations on the Company's business. Also, see Item 1A, "Risk Factors."

Available Information

Through the Company's investor relations website (investors.phinia.com), the Company makes available, free of charge, its Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, all amendments to those reports, and other filings with the SEC as soon as reasonably practicable after they are filed or furnished.

Dissemination of Company Information

The Company intends to make future announcements regarding Company developments and financial performance through its websites, www.phinia.com and investors.phinia.com, as well as through press releases, filings with the SEC, conference calls and webcasts.

10

Information About Our Executive Officers

Set forth below are the names, ages, positions and certain other information concerning the **Company's** executive officers **and officers within the meaning of Rule 16a-1(f) of the Company Exchange Act as of February 28, 2024** **February 13, 2025**.

Name (Age)	Present Position (Effective Date)	Positions Held During the Past Five Years (Effective Date)	
Brady D. Ericson (52) (53)	President and Chief Executive Officer (July 2023)	<ul style="list-style-type: none"> President and General Manager, Fuel Systems and Aftermarket BorgWarner (2022-July 2023) President and General Manager, Morse Systems, BorgWarner (2019-2022) Executive Vice President and Chief Strategy Officer, BorgWarner (2017-2019) 	
Chris P. Groppe (59) (60)	Vice President and Chief Financial Officer (July 2023)	<ul style="list-style-type: none"> Vice President of Finance, Fuel Systems and Aftermarket, BorgWarner (2020-July 2023) Vice President of Finance, Transmission Systems, BorgWarner (2014-2020) 	
Pedro Abreu (46) (47)	Vice President and Chief Strategy Officer (July 2024)	<ul style="list-style-type: none"> Vice President and General Manager, Fuel Systems Asia Pacific (July 2023) 2023 - July 2024 	<ul style="list-style-type: none"> Vice President and General Manager, Asia, Fuel Systems, BorgWarner (2021-July 2023) Plant Manager, Tulle, France, BorgWarner (2019-2021) Plant Manager, Vigo Spain, BorgWarner (2017-2018) Plant Manager, Portugal, BorgWarner (2015-2019)
Todd L. Anderson (54) (55)	Vice President and Chief Technology Officer (July 2023)	<ul style="list-style-type: none"> Vice President and General Manager, Fuel Systems – Europe, (Europe, Middle East, Africa), BorgWarner (2021-July 2023) Vice President and Managing Director, Diesel Fuel Injection Systems, BorgWarner (2020-2021) Vice President and Managing Director, Diesel Fuel Injection Systems, Delphi Technologies (2019-2021) Private Equity Advisor, Falfurrias Capital Partners (private capital investment firm) (2019) 	
Robert Boyle (44) (45)	Vice President, General Counsel and Secretary (July 2023)	<ul style="list-style-type: none"> Vice President and General Counsel (Europe), BorgWarner (2020-July 2023) Vice President, Corporate and Securities, and Assistant Secretary, Delphi Technologies (2018-2020) 	
Michael Coetzee (57) (58)	Vice President and General Manager, Fuel Systems Americas (July 2023)	<ul style="list-style-type: none"> Vice President and General Manager, Morse Systems, Americas, BorgWarner (2020-July 2023) Vice President and General Manager, Transmission Systems, Americas, BorgWarner (2016-2020) 	
Alisa Di Beasi (49) (50)	Vice President and Chief Human Resource Officer (July 2023)	<ul style="list-style-type: none"> Vice President, Global Human Resources, Morse Systems, BorgWarner (2020-July 2023) Global Vice President, Human Resources, Low Voltage, Smart Buildings and Smart Charging, ABB AG (power and automation technology manufacturer) (2016-2019) 	
Sebastian Dori (43) (44)	Vice President and Chief Purchasing Officer (July 2023)	<ul style="list-style-type: none"> Vice President, Global Supply Management, Fuel Systems, BorgWarner (2021-July 2023) Director, Global Supply Chain Management, Morse Systems, BorgWarner (2020-2021) Supply Chain Director, Europe and South America, Turbo Systems, BorgWarner (2017-2020) 	
Christopher Gustanski (50) (51)	Vice President, Operational Excellence (July 2023)	<ul style="list-style-type: none"> Vice President Manufacturing Strategy and Quality, BorgWarner (2020-July 2023) Vice President Manufacturing Engineering, Powertrain Products and Corporate Manufacturing Engineering, Lean, and Footprint Planning, Delphi Technologies (2019-2020) Director of Manufacturing Engineering – Internal Combustion Engine, Delphi Technologies (2017-2019) 	
Neil Fryer (62) (63)	Vice President and General Manager, Global Aftermarket (July 2023)	<ul style="list-style-type: none"> Vice President and General Manager, Global Aftermarket, BorgWarner (2022-July 2023) Vice President Global Marketing, Product and Strategic Planning, Aftermarket, BorgWarner (2020-2022) Vice President Global Marketing, Product and Strategic Planning Aftermarket, Delphi Technologies (2017-2020) 	

John Lipinski [56] (57)	Vice President and General Manager, Fuel Systems Europe (July 2023)	<ul style="list-style-type: none"> • Vice President, Global Manufacturing Engineering, PowerDrive Systems, BorgWarner (2022-July 2023) • Senior Director Global Manufacturing Engineering and Operations, PowerDrive Systems, BorgWarner (2020-2022) • Global Operations Senior Director, Delphi Technologies (automotive company) (2019-2020) ■ Europe Operations Director, Electrification and Electronics, Delphi Technologies (2018-2019)
Matthew Logar [48] (49)	Vice President and Chief Information Officer (July 2023)	<ul style="list-style-type: none"> • Chief Information Officer, Gentherm Incorporated (thermal management technologies company) (2020-July 2023) • Executive Director, Information Technology, Gentherm (2019-2020) ■ Vice President, Account Management, General Electric Co. (energy equipment, solutions, and services provider) (2019) ■ Vice President, Digital Operations — Infrastructure, Enterprise Resource Planning, Apps. Ops. General Electric Company (2016 — 2018)
Samantha M. Pombier [42] (43)	Vice President and Controller (July 2023)	<ul style="list-style-type: none"> • Assistant Controller, BorgWarner (2020-July 2023) • Director, External Reporting, BorgWarner (2019-2020)
Hank Yang (50)	Vice President and General Manager, Fuel Systems Asia Pacific (July 2024)	<ul style="list-style-type: none"> • Plant Controller, Hungary, Country Director (China) and General Manager Fuel Systems (China) (July 2023-July 2024) ■ General Manager Fuel Systems (China), BorgWarner (2017-2019) (2021-July 2023) ■ Managing Director, Powertrain System (China), Gruiti-Carlo (2018-2020)

1211

Item 1A. Risk Factors

Our business is subject to various risks and uncertainties. While we believe we have identified and discussed below the key risk factors affecting our business, there may be additional risks and uncertainties not presently known to PHINIA or that PHINIA currently deems immaterial that **also** may materially adversely affect us in future periods. Any of the risks and uncertainties described below could have a material adverse effect on our business, financial condition, or results of operations, including causing PHINIA's actual results to differ materially from those projected in any forward-looking statements. Although the risks are organized by heading, and each risk is described separately, many of the risks are interrelated. **You should not interpret the disclosure of any risk factor to imply that the risk has not already materialized.**

Risks Related to Our Industry and Strategy

Adverse changes in general business and economic conditions, including recessions, adverse market conditions or downturns impacting the vehicle and industrial equipment industries, have in the past and may in the future adversely affect our business, financial condition, and results of operations.

Our business, financial condition and results of operations are sensitive to global and regional business and economic conditions, particularly those specific to the global vehicle and industrial equipment industries. Commercial vehicle, industrial application and light vehicle production and sales are cyclical and sensitive to general economic conditions and other factors, including **inflation**, interest rates, consumer credit, and consumer spending and preferences. Economic declines resulting in significant reductions in commercial vehicle or light vehicle production have in the past **and would in the future adversely affect** affected our business, financial condition and results of operations, including our sales to **OEMs**. **OEMs**, and could again in the future. Many global economies have continued to experience elevated levels of inflation more generally, which has led to an increase in other **input costs**. As a result, the Company has experienced, and may continue to experience, higher costs. Although the Company has had success offsetting higher costs through a combination of productivity and customer recoveries, there can be no guarantee that the Company will continue to be successful doing so in the future, should inflation remain at elevated levels.

If we do not deliver new products, services and technologies in response to changing consumer preferences and increased regulation of greenhouse gas emissions, or if the market for electric vehicles grows faster than expected, our business, financial condition, and results of operations could be adversely impacted.

The **global vehicle industry** has been, and is largely expected to continue to be, focused on increased fuel efficiency and reduced emissions, including the development of hybrid and electric vehicles, **largely primarily** as a result of changing consumer preferences and increasingly stringent global regulatory requirements related to the impacts of climate change. In **recent past** years, electric vehicle **adoption** use has increased, with some cities limiting access **to**, and a number of countries **announcing** plans to implement limits and **jurisdictions** implementing regulations that require a reduction or phase outs on phase-out of sales **starting as early as** of, certain commercial and light combustion-powered vehicles, accelerating toward 2030 for certain combustion powered vehicles, and beyond. While rates of growth of electric vehicle adoption and production have slowed **recently** in recent years compared to earlier expectations due to **decreased customer demand** several factors, in particular lower than anticipated consumer acceptance, the regulatory landscape remains challenging. In the event that reductions or phase outs are ultimately required that would have an impact on production at **OEMs** and, **other factors** compared to prior expectations, **we** in turn, sales of our products. We will continue to consider these trends and related shifts in the industry, including in the context of our product line, growth and innovation and development strategies.

Through our products and solutions, we are focused on enhancing fuel efficiency and driving growth through our ability to capitalize on certain other potential trends, such as the adoption of alternative fuels (e.g., hydrogen, ammonia, ethanol, hydrogen compressed natural gas and e-fuels), other zero- or lower-carbon fuel types) for combustion-powered vehicles, industrial machinery and other applications. Given the early stages of development of some of these new products and solutions, there can be no guarantee of the future market acceptance and investment returns with respect to our planned products. The ongoing energy transition away from fossil fuels and the adoption of electrified powertrains in some market segments, notably the passenger car market segment, has resulted, and could continue to result, in lower demand for current certain of our products. If we do not continue to innovate and develop or acquire new and compelling products that gain acceptance with OEMs, if we do not expand our offerings of combustion-agnostic products and solutions, if the market adoption for electric vehicles (particularly commercial vehicles) grows faster than expected, or if authorities implement additional or more stringent limits or phase-outs for combustion powered combustion-powered vehicles on a broad basis, our business, financial condition and results of operations could be adversely impacted.

We face strong competition.

We compete globally with a number of other manufacturers and distributors that produce and sell products that are similar products to ours. Price, quality, speed of delivery, technological innovation, supply chain resilience, sourcing strategies (which

12

could include the use of artificial intelligence and machine learning), engineering development, and program launch support are the primary elements of competition. Our competitors include a large number of independent domestic and international suppliers, primarily in the automotive and industrial equipment sectors. A number of our competitors are larger than us and have more diverse product portfolios, and some competitors have greater financial and other resources than we do. Our customers, faced with intense international competition, have continued to expand their global sourcing of components. As a result, we have experienced competition from suppliers in other parts of the world that enjoy economic advantages, such as lower labor costs, lower health care healthcare costs, lower tax rates and, in some cases, export or raw materials material subsidies. Increased competition could adversely affect our business, financial condition and results of operations. In addition, any of our competitors may foresee the course of market development more accurately than we do, develop products that are

13

superior to our products, offerings, produce similar products at a cost that is lower than our production cost, or adapt more quickly than we do to new technologies or evolving customer and regulatory requirements. As a result, our products may not be able to compete successfully with our competitors' products, and we may not be able to meet the growing demands of customers. These trends may could adversely affect our business, financial condition and results of operations, including our sales and the profit margins on our products.

The failure to identify, consummate, effectively integrate or realize the expected benefits from acquisitions or partnerships could adversely affect our growth and our business, financial condition, and results of operations.

We periodically evaluate selective acquisitions, partnerships, and strategic investments in connection with our growth strategy. The success of our growth strategy is dependent, in part, on our ability to identify suitable acquisition or partnership candidates, prevail against competing potential acquirers or partners and negotiate and consummate acquisitions or partnerships on terms attractive to us. It is also dependent on our ability to effectively integrate and realize the expected benefits from acquisitions or partnerships.

To realize the anticipated benefits of acquisitions or partnerships, both companies must be successfully combined. The combination of independent businesses is a complex, costly, and time-consuming process that requires significant management attention and resources. It is possible that the integration process could result in the loss of key employees, the disruption of our operations, the inability to maintain or increase our competitive presence, inconsistencies in standards, controls, procedures and policies, difficulties in achieving anticipated cost savings, synergies, business opportunities and growth prospects from the acquisition, the diversion of management's attention to integration matters, difficulties in the assimilation of operations, employees and corporate cultures, and/or the realization of unknown or inestimable liabilities relating to the acquired business or inaccurate assessment of undisclosed, contingent or other liabilities or problems. complexities. Any or all of these factors could adversely affect our ability to maintain relationships with customers and employees, or achieve the anticipated benefits of the acquisition at all or on the timeline expected, and could have an adverse effect on the combined company. In addition, many of these factors are outside of our control, and any one of these factors could result in additional or unforeseen costs, decreases in the amount of expected revenues and additional diversion of management's time and energy, which could adversely impact our business, financial condition and results of operations.

Risks Related to Our Business and Operations

We are under substantial pressure from OEMs to reduce the prices of our products.

There is substantial and continuing pressure on OEMs to reduce costs, including the costs of products we supply. OEM customers expect annual price reductions in our business. To maintain our profit margins, we seek periodic price reductions from our suppliers improved in response to this expectation, to improve production processes to increase manufacturing efficiency, and streamlined product designs to reduce costs. In recent years, however, many of our suppliers have sought to increase prices in order to offset inflationary and other costs and surcharges. Although we seek to recover inflationary and other costs and surcharges from our customers and have had some success in the past in recovering a portion of these costs and surcharges, our ability to pass through increased costs to our OEM customers is limited with (with any cost recovery often less than 100% and often on a delayed basis, basis) and there can be no assurance that such recoveries will continue in the future. inability Our inability to reduce costs in (in an amount equal to or less than) annual price reductions, increases in tariffs, increases in raw material costs, increases in employee wages and benefits and other inflationary headwinds could have an adverse effect on our business, financial condition and results of operations.

We continue to face volatile costs of commodities used in the production of our products and elevated levels of inflation.

We use a variety of commodities (including aluminum, copper, nickel, plastic resins, steel, other raw materials and energy) and materials purchased in various forms, such as castings, powder metal, forgings, stampings and bar stock, in the production of our products. In recent years, prices for many of these commodities have increased. We have sought to alleviate the impact of increasing costs by including a material pass-through provision in our customer contracts wherever possible and by selectively hedging certain commodity exposures. Customers frequently challenge these contractual provisions and rarely pay the full cost of any increases in the cost of materials. The discontinuation or lessening of our ability to pass through or hedge increasing commodity costs could adversely affect our business, financial condition and results of operations.

From time to time, commodity prices may also fall rapidly. If this happens, suppliers may withdraw capacity from the market until prices improve, which may cause periodic supply interruptions. The same may be true of transportation

carriers and energy providers. If these supply interruptions occur, it could adversely affect our business, financial condition and results of operations.

Prices for commodities remain volatile, and since the beginning of 2021, the Company has experienced price increases for energy and base metals (e.g., steel, aluminum and copper) while slightly decreasing in 2024. In addition, during beginning in 2023, many global economies, including the United States, experienced elevated levels of inflation more generally, which drove an increase in input costs. We reached have pricing-related agreements with various customers, in 2023, but these agreements do not enable us to recover 100 percent of our increased costs, and as a result, our operating margins have been negatively impacted. While we will continue to negotiate the pass through and recovery of higher costs with our customers, perpetuation of this trend could adversely affect our business, financial condition and results of operations.

Changes in U.S. and foreign administrative policy, including changes to existing trade agreements and any resulting changes in international trade relations, may adversely affect our business, financial condition and results of operations.

We manufacture, sell and service products globally and rely upon a global supply chain to deliver the raw materials, components, systems and parts that we need to manufacture and service our products. Changes in laws, regulations and government policies on foreign trade and investment can affect the demand for our products and services, cause non-U.S. customers to shift preferences towards domestically manufactured or branded products, and impact the competitive position of our products or prevent us from being able to sell or manufacture products in certain countries. Our business benefits from free trade agreements, such as the United States-Mexico-Canada Agreement and efforts Agreement. Efforts to withdraw from, or substantially modify, such agreements or arrangements, or actions taken in addition to contravention of such agreements or arrangements, or the implementation of more restrictive trade policies, such as more detailed inspections, higher tariffs (including, but not limited relevant to additional tariffs on the import of steel or aluminum our operations (particularly in Mexico and imposition of new or retaliatory tariffs against certain countries, such as based on developments in U.S. and China relations) China), import or export licensing requirements and exchange controls or new barriers to entry, could limit our ability to capitalize on current and future growth opportunities in international markets, impair our ability to expand the business by offering new technologies, products and services, and could adversely impact our production costs, customer demand, our competitiveness and our relationships with customers and suppliers. Such actions can be announced with little or no advance notice, and we may not be able to effectively mitigate all adverse impacts from such measures. Any of these consequences could have an adverse effect on our business, financial condition and results of operations.

If we are unable to protect our intellectual property or if a third party makes assertions against us or our customers relating to intellectual property rights, our business, financial condition and results of operations could be adversely affected.

We own important intellectual property, including patents, trademarks, copyrights, and trade secrets, and are involved in numerous licensing arrangements. Our intellectual property plays an important role in maintaining our competitive position in a number of the markets that we serve. Our competitors may develop technologies that are similar or superior to our proprietary technologies or design around alternatives to the technologies utilizing the patents we own or license. Further, as we expand our operations in jurisdictions where the enforcement of intellectual property rights is less robust, the risk of others duplicating our proprietary technologies or supplying counterfeit goods at lower prices under confusingly similar or identical trademarks, increases, despite the efforts we undertake to protect them. Our inability to protect or enforce our intellectual property rights, or claims that we are infringing on the intellectual property rights of others, could adversely affect our competitive position, as well as our business, financial condition and results of operations.

A failure of or disruption in our information technology infrastructure, including a disruption related to cybersecurity, could adversely impact our business, financial condition and results of operations.

We rely on the capacity, reliability and security of our information technology systems and infrastructure, as well as certain information technology systems and infrastructure that BorgWarner continues to provide to us pursuant to transition services agreements following the Spin-Off. Information technology systems are vulnerable to

disruptions, including those resulting from cybersecurity attacks, failures or vulnerabilities in third-party provided products and services, and natural disasters or adverse weather events. In addition, the rapid evolution and increased adoption of artificial intelligence technologies may intensify our cybersecurity risks. Disruptions and in, attacks on and the integrity of our information technology systems, or on the information systems, products or services of third parties with which we engage, pose a risk to the security of our systems and data, including the data of our employees, customers and suppliers. Some cybersecurity attacks or incidents result from human error or manipulation including (including phishing attacks or other schemes that use social engineering to gain access to systems or systems), carry out disbursement of funds or other frauds, which or involve ransomware, malware and other advanced persistent threats that increase the risks and costs associated with protecting against such attacks. We have implemented cybersecurity and data protection policies, processes and strategies that are informed by regulatory and business requirements and industry practices. These policies, processes and strategies are designed to help (i) identify, prevent and mitigate against evolving cybersecurity threats to the Company; (ii) preserve the confidentiality, security and availability of the information that we collect and store for use in operating our business; (iii) protect the Company's intellectual property; (iv) maintain the confidence of our

15

customers, suppliers, other business partners and employees; and (v) provide appropriate public disclosure of cybersecurity risks and incidents when required.

Despite these efforts, we have experienced targeted and non-targeted cybersecurity attacks and incidents in the past that have resulted in unauthorized persons gaining access to our information and systems, and we could in the future experience similar attacks. To date, no cybersecurity attack or incident, or any risk from cybersecurity threats, has materially affected or has been determined to be is reasonably likely to materially affect the Company or our business strategy, results of operations, or financial condition.

Future Nevertheless, cybersecurity attacks on the Company continue unabated and future cybersecurity attacks or incidents could potentially lead to the inappropriate disclosure of confidential information including (including our intellectual property or employee, customer or supplier data), improper use of our systems and networks, access to and manipulation and destruction of our or third-party data, production downtimes or delays, lost revenues, inappropriate disbursement of funds, and both internal and external supply shortages. In addition, we expect, and may be required, to continue to incur significant additional costs to protect against damage caused by such cybersecurity attacks or incidents in the future. The consequences of a cybersecurity attack or incident could ultimately cause significant damage to our reputation, affect our relationships with our employees, customers, suppliers, and other business partners, or lead to governmental investigations or claims against us, and ultimately, adversely affect our business, financial condition and results of operations.

Our ability inability to identify, attract, retain and develop a qualified global workforce could adversely impact our business, financial condition and results of operations and impair our ability to meet our strategic objectives and the needs of our customers.

Our continued success depends in part on our ability to identify, attract and onboard qualified candidates with the requisite education, background, skills and experience, and our ability to retain, develop and engage employees across our business, including our sales, manufacturing, research and development, information technology, corporate and other operations and functions. To the extent we are unable to remain competitive with our total rewards programs (which includes compensation and benefits programs and practices), human capital management strategies and objectives, or inclusive workplace culture, or if qualified candidates or employees become more difficult to attract or retain under reasonable terms, we may experience higher labor-related costs and significant employee turnover, and may be unable to attract and retain a qualified global workforce, including members of management, other senior leaders and employees with key engineering and technical and software capabilities, skills, in numbers sufficient for our needs. These factors could adversely affect our business, financial condition and results of operations, and impair our ability to meet our strategic objectives and the needs of our customers.

Our profitability and results of operations may be adversely affected by program launch difficulties.

The launch of a new vehicle program for a customer is a complex process, the success of which depends on a wide range of factors, including the production readiness of our manufacturing facilities and manufacturing processes and those of our suppliers, as well as factors related to tooling, equipment, employees, initial product quality and other factors. Our failure to successfully launch vehicle programs, or our inability to accurately estimate the cost costs to design, develop and launch new vehicle programs, could have an adverse effect on our business, financial condition, and results of operations.

15

To the extent we are not able to successfully launch a new vehicle program, our customer's vehicle production could be significantly delayed or shut down. Such situations could result in significant financial penalties to us, or a diversion of employees and financial resources to improving launches rather than investment investing in continuous process improvement or other growth initiatives, and could result in our customers shifting work away from us to a competitor, all any of which could result in loss of revenue or loss of market share and could have an adverse effect on our business, financial condition and results of operations.

We could incur restructuring charges as we execute restructuring and other actions in an effort to improve future profitability and competitiveness and to optimize our product portfolio, and we may not achieve the anticipated savings and benefits from these actions.

We have initiated, and we may continue to initiate, restructuring and other measures, including those designed to improve the competitiveness of our business and sustain our margin profile, optimize our product portfolio or global footprint, or create an optimal legal entity structure, structure, or reduce existing structural costs. We may not realize anticipated savings or benefits from past or future actions in full or in part or within the time periods we expect. anticipated. We are also subject to the risks of labor unrest, negative publicity and business disruption in connection with our actions. Failure to realize anticipated savings or benefits from our actions could have an adverse effect on our business, financial condition and results of operations.

16

The occurrence or threat of extraordinary events, including natural disasters or extreme weather events, political disruptions, terrorist attacks, pandemics or other public health crises, and acts of war, have in the past and could significantly in the future disrupt production or impact consumer spending or the demand for our products and solutions.

Extraordinary events, including natural disasters or extreme weather events **including** (including those that may result from the impacts of climate **change**, **change**), fires or similar **catastrophic events**, political disruptions, terrorist attacks, pandemics or other public health crises, such as the COVID-19 pandemic, and acts of war have in the past and may in the future disrupt our business or **operations**, impact our supply chain and access to necessary raw materials, or adversely affect the global economy generally, resulting in a loss of sales and **customers**. **customers** and an increase in costs. Any of these disruptions or other extraordinary events outside of our control that impact our operations or the operations of our suppliers or customers could have a future adverse effect on our business, financial condition and results of operations. In addition, these types of events could negatively impact consumer spending or result in changes in the demand for certain products and solutions in the impacted regions or globally, which could have an adverse effect on our business, financial condition and results of operations.

We are subject to risks related to our international operations.

We have manufacturing and technical facilities in many regions including Europe, Asia, and the Americas. For 2023, approximately 71% **Nearly all** of our **consolidated net sales** **were** **manufacturing facilities are** outside the **United States**, **U.S.**, including **other regions in the Americas, Europe, and Asia**. Consequently, our results **could** **would** be affected by changes in trade, monetary and fiscal policies, trade restrictions or prohibitions, import **tariffs** or other charges or taxes, fluctuations in foreign currency exchange rates, limitations on the repatriation of funds, changing economic conditions, unreliable intellectual property protection and legal systems, insufficient infrastructures, social unrest, political instability and disputes, international terrorism, acts of war and other factors that may be discrete to a particular country or geography. Compliance with multiple and potentially conflicting laws and regulations of various countries is challenging, burdensome, and expensive.

The financial statements of foreign subsidiaries are translated to U.S. Dollars using the period-end exchange rate for assets and liabilities and an average exchange rate for each period for revenues, expenses and capital expenditures. The local currency is typically the functional currency for our foreign subsidiaries. **Significant** While we did not experience **significant foreign currency impacts during 2024**, **significant** foreign currency fluctuations and the associated translation of those foreign currencies could adversely affect our business. Additionally, significant changes in currency exchange rates, particularly the Euro, Chinese Renminbi, British Pound, Brazilian Real and Indian Rupee could cause fluctuations in the reported results of our businesses' operations that could negatively affect our business, financial condition and results of operations.

Because we are a U.S. holding company, one significant source of our funds is distributions from our non-U.S. subsidiaries. Certain countries in which we operate have adopted or could institute currency exchange controls that limit or prohibit our local subsidiaries' ability to convert local currency into U.S. Dollars or to make payments outside the country. This could subject us to the risks of local currency devaluation and business disruption.

16

Our business in China is subject to aggressive competition and is sensitive to economic, political, social and market conditions.

Maintaining a strong position in the Chinese market is a key component of our global strategy. The vehicle and other equipment supply markets in China are highly competitive, with competition from many of the largest global manufacturers and numerous smaller domestic manufacturers. As the Chinese market evolves, **we anticipate that many** market participants **will act** **have acted** aggressively to increase or maintain their market share. Increased competition **may result in price reductions**, **has contributed to** **pricing pressure**, reduced margins and **limited** **our** **inability** **ability** to gain or hold market share. Our business in China is also sensitive to economic, political, social and market conditions that drive sales volumes in China. If we are unable to maintain our position in the Chinese market or if vehicle sales in China decrease, our business, financial condition and results of operations could be adversely affected. In addition, there continues to be significant uncertainty about the future relationships between the U.S. and China, including with respect to trade policies, treaties, government regulations and tariffs. Any increased trade barriers or restrictions on global trade, particularly trade with China, could adversely impact our competitiveness in the Chinese market and our business, financial condition and results of operations.

Risks Related to Our Customers and Suppliers

We face credit, operational and sales concentration risks related to our customers.

We rely on sales to OEMs around the world of varying credit quality and manufacturing demands. Supply to several of these customers requires significant investment by us. We base our growth projections, in part, on commitments made by our customers. These commitments by OEMs generally renew yearly during a program life cycle. Among other things, the level of production orders we receive is dependent on the ability of our OEM customers to design

17

and sell products that consumers desire to purchase. If actual production orders from our customers do not approximate such commitments due to a variety of factors including non-renewal of purchase orders, a customer's financial hardship or other unforeseen reasons, it could adversely affect our business, financial condition and results of operations.

We have in the past and likely will in the future derive a significant portion of our net sales from a relatively limited number of OEM customers. For the year ended **December 31, 2023** **December 31, 2024**, our top five customers accounted for approximately **35%** **40%** of our net sales, with General Motors Company representing **16%** **17%**. The loss of, or a

significant decrease in business from, one or more of these customers could have a materially adverse impact on our business, financial condition and results of operations. In addition, any consolidation among our top customers may further increase our customer concentration risk.

Disruptions in our supply chain have in the past and could in the future adversely affect our business, financial condition, and results of operations.

We obtain components and other products and services from numerous suppliers and other vendors throughout the world. In an effort to manage and reduce the cost of purchased products and services, we have been rationalizing aspects of our supply base, which has resulted in our dependence on fewer supply sources for certain components used in the manufacture of our products. We select **and maintain relationships with suppliers based on** considering a variety of factors, including price, quality, technology, production capacities, **reliability**, customer requirements, **reliability**, environmental sustainability and other responsible business practices, financial condition and geographic location. We expect our suppliers to deliver components in accordance with our stated **written** expectations.

Despite our expectations, **In recent years**, the global economy and entire industries have experienced **an increased risk of, and actual**, global supply chain shortages and other disruptions, including due to **labor or social unrest**, natural disasters or extreme weather events, political disruptions, pandemics or other public health crises, terrorist attacks, acts of war, **labor or social unrest**, government actions (such as relating to trade laws and tariffs), cybersecurity attacks or incidents and other circumstances. For the automotive industry in particular, although global supply chains have **continued to recover recovered** from the disruption caused by **the COVID-19 lockdowns, pandemic**, other circumstances (such as **Russia's invasion of the ongoing conflict between Russia and Ukraine, in 2022**, natural disasters and extreme weather events) have caused supply constraints for certain components that **have impacted**, and some of which continue to impact, global industry production levels. These circumstances and other rapidly changing industry conditions (such as volatile production volumes; credit tightness; **tariffs and changes in trade policy and relations**; changes in foreign currencies; raw material, commodity, **tariffs**, transportation and energy price escalation; drastic changes in consumer preferences; and other factors) have resulted or could in the future result in significant supply disruptions, supplier financial instability or distress, **and or** commercial disputes with suppliers and customers.

If we experience a prolonged shortage of critical components from any of our suppliers and cannot procure such components from other sources, we may be unable to meet the production schedules for some of our key products

17

and **could miss** customer delivery expectations. In certain instances, it would be difficult and expensive for us to change suppliers that are critical to our business. Such suppliers may perceive this reliance as greater leverage to seek higher prices from us at a time that we face substantial pressure from OEMs to reduce the prices of our products.

Further, we may provide financial support to distressed suppliers or take other measures to protect our supply lines. The circumstances and conditions described in this section have resulted or could in the future result in additional costs and adversely impact our relationships with customers or suppliers or our business, financial condition, and results of operations.

Work stoppages, production shutdowns and similar events or conditions could significantly disrupt and adversely impact our business, financial condition and results of operations.

Because the vehicle and equipment industries rely heavily on just-in-time delivery of components during the assembly and manufacture of products, a work stoppage or production shutdown at one or more of our suppliers' facilities, including as a result of a prolonged dispute with unionized employees at such facilities, could impact our ability to manufacture and assemble our products and solutions, or meet the needs of our customers, which could have significant adverse effects on our business, financial condition and results of operations. Similarly, if one or more of our customers were to experience a work stoppage or production shutdown, that customer would likely halt or limit purchases of our products, which could result in the shutdown of the related manufacturing facilities. During 2023, the UAW launched strikes **Strikes against Ford, General Motors Company, Stellantis North America, and Mack Truck, all certain of which are our customers of PHINIA**. While the automakers reached a deal with the UAW and there were limited impacts to adversely impacted our results of operations during **the third or fourth quarters of 2023**, **the as** automakers limited purchases of our products

18

during the strikes due to the halt of their own production. Any future strikes that continue for a prolonged period could adversely affect our business, financial condition and results of operations.

In addition to our suppliers and customers, a work stoppage or production shutdown at one or more of our manufacturing and assembly facilities, including as a result of a prolonged dispute with the unionized employees at certain of our international facilities, could adversely affect our business, financial condition and results of operations.

Risks Related to Regulatory, Legal, and Similar Matters

We are, and in the future may be, subject to governmental investigations and related proceedings regarding vehicle emissions standards.

In recent years within the vehicle industry, there have been governmental investigations and related proceedings relating to alleged or actual violations of vehicle emissions standards. Alleged or actual violations by us, or to our knowledge, our predecessor entities of emissions standards have in the past resulted in a government investigation and could in the future result in government investigations and other legal proceedings, including class actions and other private civil actions, the recall of one or more of our products, negotiated remedial actions, fines, disgorgement of profits, restricted product offerings, reputational harm or a combination of any of those items. Any of these actions or related costs that we incur could have a material adverse effect on our business, financial condition and results of operations. As previously reported, German authorities announced a diesel defeat device investigation in 2022, which we believe is focused on engines sold by two of our light vehicle OEM customers prior to 2020, when **BorgWarner** **the Former Parent** acquired Delphi Technologies PLC. PHINIA is the indirect parent of the Delphi Technologies entity that supplied engine control units, software and calibration services to these OEM customers, and German authorities searched two of our facilities seeking information relating to software supplied to the customers. Under the Separation and

Distribution Agreement we entered into with BorgWarner the Former Parent in connection with the Spin-Off, we are generally allocated responsibility for any consequences arising out of the German investigation and any similar investigations. We are cooperating with the German investigation, which is ongoing and has resulted, and will continue to result in, us incurring significant costs and could ultimately lead to any of the consequences we outline above.

We are subject to extensive environmental, and health and safety, human rights and other laws and regulations that are subject to change and may involve significant risks.

Our operations and products are subject to laws governing, among other things, things: emissions to air, air, discharges to waters, and waters; the generation, management, transportation and disposal of waste and other materials. The materials; packaging; health and safety; human rights; and other matters relating to corporate sustainability. Our global supply chain and the operation of vehicle and industrial equipment parts manufacturing plants entails risks in these areas, and we may incur material costs or liabilities as a result. A number of our manufacturing facilities were acquired prior to the completion of the Spin-Off, and as a result, we may incur material costs and liabilities relating to activities that predate our ownership or the ownership of BorgWarner the Former Parent. In addition, potentially significant expenditures could be required to comply with evolving interpretations of existing environmental, and health and safety, human rights and

18

other laws and regulations, or any new such laws and regulations currently in effect and that are expected to be in effect in the near future (including the European Union's Corporate Sustainability Reporting Directive and other new reporting requirements established by regulators in the U.S. and Europe), or additional new such laws and regulations that may be adopted (including due to ongoing concerns about regarding global climate change and its impact) that may be adopted in the future. Costs associated with compliance, or the failure to comply, with such laws and regulations, or customer requirements relating to or stemming from such regulations, could have an adverse effect on our business, financial condition and results of operations.

The impacts of climate change, and regulations related to climate change and various stakeholders' emphasis on climate change and other related matters may adversely impact our business, financial condition and results of operations.

The impacts of climate change continue to raise significant concern and attention worldwide, which has led to swift and stringent legislative and regulatory efforts to limit greenhouse gas emissions in certain jurisdictions in which we operate. Our manufacturing plants use energy, including electricity and natural gas, and certain of our plants that emit greenhouse gas may in the future be affected by these legislative and regulatory efforts. Greenhouse gas emissions regulations could increase the price of the electricity we purchase, increase costs for use of natural gas, potentially restrict access to or the use of natural gas, require us to purchase allowances to offset our own emissions or result in an overall increase in costs of raw materials, any one of which could increase our costs, reduce competitiveness in a global economy, impact our reputation, or otherwise negatively affect our business, financial condition and results of operations. Many of our customers and suppliers face similar risks. Supply disruptions relating to such regulations could result in increased costs, jeopardize the continuity of production, and have an adverse effect on our business, financial condition and results of operations. The physical and transitional impacts of climate change could also disrupt our operations, including by impacting the availability and cost of materials within our supply chain, and could also increase insurance and other operating costs. These factors may also impact our decisions to construct new facilities in certain geographic locations.

19

From time to time, we establish strategies and expectations related to the impacts of climate change and other environmental matters. Our ability to achieve any such strategies or expectations is subject to numerous factors and conditions, many of which are outside of our control. Examples of such factors include, but are not limited to, evolving legal, regulatory and other standards, processes, and assumptions, the pace of scientific and technological developments, increased costs, the availability of requisite financing, the availability of renewable energy sources, changes in carbon markets, government incentives and tax credits, and changes in carbon markets, general economic, financial and industry conditions. Failures or delays (whether actual or perceived) in achieving our strategies or expectations related to climate change and other environmental matters could adversely affect our business, financial condition and results of operations, harm our reputation, result in our inability to meet the expectations of our customers and reputation, other stakeholders, and increase the risk of litigation. Likewise, a failure to comply with any current or future climate, environmental and related reporting requirements, including those established by regulators in the U.S. and Europe, may result in loss of business, regulatory penalties, increased litigation risk and reputational damage.

Compliance with and changes in other laws and regulations impacting our operations could be costly and could affect our business, financial condition and results of operations.

We have internal policies and procedures and supplier policies and requirements relating to compliance with anti-corruption, sanctions, import and export control laws and exchange control laws, and we conduct periodic compliance training on such laws for our employees; however, there is a risk that such policies, procedures and requirements will not always protect us from the improper acts of employees, agents, suppliers, other business partners, joint venture partners, or representatives, particularly in the case of recently acquired operations that may not have significant training in applicable compliance policies and procedures. Compliance violations may result in criminal penalties, sanctions or fines that could have an adverse effect on our business, financial condition, results of operations and reputation.

Changes that could impact the legal environment include new legislation, regulations, and policies, investigations and legal proceedings, and new interpretations of existing rules and regulations, in particular, changes in sanctions, import and export control laws or exchange control laws, and other changes in laws in countries where we operate or intend to operate.

We have liabilities related to product warranties, litigation and other claims.

We provide product warranties to our customers for some of our products. Under these product warranties, we may be required to bear costs and expenses for the repair or replacement of these products. As suppliers become more

19

integrally involved in the design of vehicles and equipment and assume more of the assembly functions, OEMs are increasingly looking to their suppliers for contribution when faced with recalls and product warranty claims. A recall claim or product warranty claim brought against us could adversely impact our business, financial condition and results of operations. In addition, a recall claim could require us to review our entire product portfolio to assess whether similar issues are present in other product lines, which could result in significant disruption to our business and could have an adverse impact on our financial condition and results of operations. Factors outside our control, including the quality of fuel in end user markets or our products operating under conditions not originally contemplated, may increase our exposure for warranty or recall claims. In addition, as we continue to develop and invest in products and solutions involving alternative fuels (such as hydrogen, ammonia, ethanol, compressed natural gas and e-fuels) other zero- or lower-carbon fuel types) designed to enhance fuel efficiency and reduce emissions, we may experience an increase in fuel and product quality-related product warranty or other claims. We cannot assure that costs and expenses associated with these claims will not be material or that those costs will not exceed any amounts accrued for such claims in our financial statements.

In addition, we are currently, and may in the future become, subject to other commercial or contractual disputes and legal proceedings. These claims typically arise in the normal course of business and may include, but not be limited to, commercial or contractual disputes with our customers and suppliers, intellectual property matters, personal injury, product liability, environmental and employment claims. These claims may also arise under the Separation and Distribution Agreement we entered into with BorgWarner the Former Parent in connection with the Spin-Off, which allocated responsibility to us for various legacy matters, including certain items that are otherwise unrelated to our business. As previously disclosed, the Company and the Former Parent are currently involved in a dispute relating to the Tax Matters Agreement entered into by the parties in connection with the Spin-Off (the BorgWarner Dispute). For more information regarding the BorgWarner Dispute, refer to Note 18, "Contingencies," to the Consolidated Financial Statements.

There is a possibility that any such claims may have an adverse impact on our business that is greater than we anticipate. While we maintain insurance for that provides protection against certain potential losses relating to such claims and other risks, including those resulting from cybersecurity threats and incidents, the amount and extent of such insurance may not be adequate to cover insure us against all insured claims, costs and liabilities, liabilities related to these matters. The incurring of significant liabilities for which there is no, or insufficient, insurance coverage could adversely affect our business, financial condition and results of operations.

Compliance with and changes in laws could be costly and could affect our business, financial condition and results of operations.

We have operations in multiple countries that can be impacted by expected and unexpected changes in the legal and business environments in which we operate. Compliance-related issues in certain countries associated with laws such as the Foreign Corrupt Practices Act and other anti-corruption laws could adversely affect our business, financial condition and results of operations. We have internal policies and procedures relating to compliance with such laws; however, there is a risk that such policies and procedures will not always protect us from the improper acts of employees, agents, business partners, joint venture partners, or representatives, particularly in the case of recently acquired operations that may not have significant training in applicable compliance policies and procedures. Violations of these laws, which are complex, may result in criminal penalties, sanctions or fines that could have an adverse effect on our business, financial condition, results of operations and reputation.

Changes that could impact the legal environment include new legislation, regulations, and policies, investigations and legal proceedings, and new interpretations of existing rules and regulations, in particular, changes in import and export control laws or exchange control laws, additional limitations on greenhouse gas emissions or other matters related to the impacts of climate change, and other changes in laws in countries where we operate or intend to operate.

Changes in tax laws or tax rates taken by taxing authorities and tax audits or similar processes could adversely affect our business, financial condition and results of operations.

Changes in tax laws or tax rates, the resolution of tax assessments or audits or similar processes by various tax authorities, and the inability to fully utilize our tax loss carryforwards and tax credits could adversely affect our

20

business, financial condition and results of operations. In addition, we may periodically restructure our legal entity organization. If taxing authorities were to disagree with our tax positions in connection with any such restructurings, our effective tax rate could be materially affected.

Our tax filings for various periods are subject to audit by the tax authorities in most jurisdictions where we conduct business. We have received tax assessments from various taxing authorities and are currently at varying stages of appeals and/or litigation regarding these matters. These audits may result in assessment of additional taxes that are resolved with the authorities or through the courts. We believe these assessments may occasionally be based on erroneous and even arbitrary interpretations of local tax law. Although Mexico levies value added taxes and customs duties on temporary imports, in the course of the conduct of our manufacturing operations, we generally do not pay that tax due to a special certification, the availability of which depends upon our compliance with certain requirements and regulations, such as maintaining accurate records and providing periodic reports to authorities. We are aware of instances in which we may not have complied with those requirements and regulations and are pursuing pursued voluntary processes with the relevant authorities to reconstruct records, which have resulted and may continue to result in value added taxes being assessed for periods in which we claimed an ability to not make payments and/or in the imposition of penalties, either of which could be material. Any tax liability is ultimately a BorgWarner responsibility of the Former Parent under the Tax Matters Agreement to the extent it relates to any period prior to the distribution. To the extent we are unable to comply with those requirements and regulations after the distribution, any consequences would be our responsibility. Resolution of any tax matters involves uncertainties, and there are no assurances that the outcomes will be favorable.

20

Risks Related to Credit and Our Financials

Our business Goodwill, indefinite-lived intangible assets and that of our customers and suppliers may be adversely affected by the current credit market environment.

Macroeconomic and banking conditions (including uncertainties with respect to financial institutions and the global capital markets) have in the past resulted in and may in the future result in volatile or depressed capital and credit markets and liquidity issues for borrowers, investors, customers, and suppliers. If our customers or suppliers are not successful in generating sufficient revenue or are precluded from securing financing, they may not be able to pay, or may delay payment of, accounts receivable that are owed to us, or may not be able to meet their supply obligations to us, as applicable. Any inability of current and/or potential customers or suppliers to pay us for our products or meet supply obligations to us will adversely affect our business, financial condition and results of operations.

Similarly, disruptions, uncertainty or volatility in the credit markets, including as a result of a recession, may adversely impact our ability to access previously arranged credit and the availability and cost of credit to us in the future. We expect to access the capital markets to supplement our existing funds and cash generated from operations to satisfy our needs for working capital, to meet capital expenditure and debt service requirements, and for other business initiatives. However, challenging market conditions may limit our ability to replace, in a timely manner, maturing liabilities and access the capital necessary to grow and maintain our business. Accordingly, we may be forced to delay raising capital or pay unattractive interest rates, which could increase our interest expense, decrease our profitability and significantly reduce our financial flexibility, cash flows and market prices of our securities. Longer-term disruptions in the capital and credit markets as a result of uncertainty, changing or increased regulation, reduced alternatives or failures of significant financial institutions could adversely affect our access to liquidity needed for our business. Any disruption could require us to take measures to conserve cash until the markets stabilize or until alternative credit arrangements or other funding for our business needs can be arranged. Such measures could include deferring capital expenditures and reducing or eliminating any planned distributions to shareholders or other discretionary uses of cash. Overall, our business, financial condition and results of operations could be adversely affected by disruptions in the credit markets.

Goodwill and indefinite-lived intangible long-lived assets, which are subject to periodic impairment evaluations, represent a significant portion of our total assets. An impairment charge on these assets could have an adverse impact on our business, financial condition and results of operations.

We have recorded goodwill and indefinite-lived intangible assets related to acquisitions. We periodically assess these assets, **along with long-lived assets**, to determine if they are impaired. Significant negative industry or macroeconomic trends, disruptions to our business, inability to effectively integrate acquired businesses, unexpected significant changes or planned changes in use of the assets, dispositions, and market capitalization declines may impair these assets.

We review goodwill, **and indefinite-lived intangible assets** and long-lived assets for impairment either annually or whenever changes in circumstances indicate that the carrying value may not be recoverable. **In conducting our goodwill impairment analysis, we compare the fair value of the segment to the related net book value.** In conducting our impairment analysis of indefinite-lived intangible assets and long-lived assets, we compare the fair value of the assets to the related net book values if indicators of impairment are identified. The risk of impairment to goodwill and

21

indefinite-lived intangible assets is higher during the early years following an acquisition. This is because the fair values of these assets align very closely with what was paid to acquire the reporting units to which these assets are assigned. As a result, the difference between the carrying value of the reporting unit and its fair value (typically referred to as "headroom") is smaller at the time of acquisition. Until this headroom grows over time, due to business growth or lower carrying value of the reporting unit, a relatively small decrease in reporting unit fair value can trigger impairment charges. When impairment charges are triggered, they tend to be material due to the size of the assets involved. Future acquisitions could present similar risks. Any charges relating to such impairments could adversely affect our business, financial condition and results of operations in the periods recognized.

Changes in interest rates and asset returns could increase our pension funding obligations, which could reduce our profitability and cash flow and adversely impact our business, financial condition and results of operations.

In connection with the Spin-Off, **BorgWarner** the Former Parent transferred to us plan assets and obligations primarily associated with our active, retired, and other of the Former Parent's former **BorgWarner** employees in certain jurisdictions, and we will provide the benefits directly from the plan assets. The actual assumed net benefit plan obligations and related expenses could change significantly from our estimates. In particular, the valuation of our future payment obligations under these pension plans and the related plan assets is subject to significant adverse changes if the credit and capital markets cause interest rates and projected rates of return to decline. Such declines could also require us to make significant additional contributions to our pension plans in the future. Additionally, a material deterioration in the funded status of the plans could significantly increase our pension expenses and reduce profitability in the future. Each of the foregoing risks could have an adverse effect on our business, financial condition and results of operations. For more information about our pension assets and liabilities, refer to Note 17, 15, "Retirement Benefit Plans," to the Consolidated Financial Statements.

Our Credit Agreement contains We are subject to a number of restrictive covenants and requirements that under our indebtedness, which could limit our financial and operating flexibility and subject us to other risks.

In connection with the Spin-Off and becoming a newly public company, we entered into The agreements governing our **Credit Agreement**. The Credit Agreement includes, **current indebtedness include**, and any debt we incur in the future may include, covenants limiting our ability to, among other things, pay cash dividends, redeem or repurchase stock, incur debt or liens, enter into transactions with affiliates, merge, dissolve, repay subordinated indebtedness, make investments and dispose of assets. We are also subject to total net leverage ratio and interest coverage ratio financial covenants under **the Credit Agreement**, **such agreements**. In addition, our **Credit Agreement** requires, **current debt agreements require**, and any future debt may require, us to dedicate a significant portion of our cash flows from operations to paying amounts due under **the Credit Agreement**, **such agreements**, thereby reducing funds available for other corporate purposes. Any of these restrictions on our ability to operate could adversely affect our business, financial condition and results of operations by, among other things, limiting our ability to adapt to changing economic, financial or industry conditions and to take advantage of corporate opportunities. Developments in our business or events beyond our control, including prevailing economic, financial, and industry conditions, could affect our ability to comply with the covenants and other requirements under **the Credit Agreement**, **our debt agreements**. If we fail to comply with any covenants or other requirements, our lenders under **the Credit Agreement** and bondholders may, among other things, terminate their obligation to make advances to us and declare any outstanding obligations immediately due and payable, as applicable, which could have a material adverse impact on our business, financial condition and results of operations.

Risks Related to the Spin-Off

We may be unable to achieve some or all of the benefits that we expect to achieve from the Spin-Off.

We may be unable to achieve the full strategic and financial benefits expected to result from the separation and distribution, or such benefits may be delayed or not occur at all. The Spin-Off was expected to provide various benefits, including allowing us to more effectively focus on our own distinct operating priorities and strategies, enhance our ability to better address specific market dynamics and target innovation, create incentives for our management and employees that align more closely with our business performance and the interests of our stockholders, and articulate a clear investment proposition and tailored capital allocation policy to attract a long-term investor base best suited to our business needs. **We** While we have achieved some of these benefits, **we** may be unable to achieve **some or all of the other** benefits in the time we expect, if at all, for a variety of reasons, including: (1) compliance with **reasons**.

To preserve the **requirements** **tax-free nature** of being an independent, publicly traded company will require significant amounts of our management's time **the Spin-Off and effort**, which may divert management's attention from operating and growing our business; (2) certain related transactions, **we may be more susceptible to market fluctuations and other adverse events than if we were still a part of BorgWarner**; (3) our businesses will be less diversified than BorgWarner's businesses prior to the separation; and (4) under the terms of **agreed in the Tax Matters Agreement** **we** are restricted from taking certain actions **to covenants and indemnification obligations that could cause address compliance with the intended tax-free treatment of the Spin-Off** **or** **and** certain related

transactions **to fail to qualify for their intended U.S. federal income tax treatment purposes as well as for state, local and these foreign tax purposes**. These covenants include certain restrictions **may limit us on our activity for a period of time from pursuing two years following the Spin-Off**. Specifically, we are subject to certain restrictions on our ability to enter into acquisition, merger, liquidation, sale and stock redemption transactions with respect to our stock or assets, and we may be required to indemnify the Former Parent against any resulting tax liabilities even if we do not participate in or otherwise facilitate the acquisition. Furthermore, we are subject to specific restrictions on discontinuing the active conduct of our trade or business, the issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements), and sales of assets outside the ordinary course of business. These covenants and indemnification obligations may limit our ability to pursue strategic transactions and equity issuances or **engaging engage in new businesses or other transactions that may increase maximize the value of our business**. If we fail to achieve **some business**, and they **may discourage or all of the benefits that we expect to achieve as an independent company**, or do not achieve them in the time we expect, our business, financial condition and results of operations could be adversely affected.

A failure to meet internal control over financial reporting and other requirements to which we are subject following the Spin-Off could make our financial results inaccurate or untimely.

As **delay** a result of the Spin-Off, we are subject to reporting and other obligations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As previously disclosed, the Company did not design and maintain effective controls over the determination and review of the calculation of cumulative translation adjustment in the Company's combined financial statements prepared on a **carve-out basis**. See Item 9A, "Controls and Procedures" for additional information. During 2023, we took steps to enhance the Company's internal control over financial reporting in response to the material weakness, and as of December 31, 2023, we concluded that the previously reported material weakness had been remediated.

Beginning with the Company's second required Annual Report on Form 10-K, we intend to comply with Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended, which will require annual management assessments of the effectiveness of our internal control over financial reporting and a report by our independent registered public accounting firm on the effectiveness of internal control over financial reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting, which is designed to provide reasonable assurance regarding the reliability of financial reporting for external purposes in accordance with GAAP. Internal control over financial reporting includes: maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of the financial statements; providing reasonable assurance **strategic transaction** that our receipts and expenditures of our assets are made in accordance with management authorization; and providing reasonable assurance that unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements would be prevented or detected on a timely basis.

Because of its inherent limitations, internal control over financial reporting is not intended to, and cannot, provide absolute assurance that a misstatement of our financial statements would be prevented or detected. If we do not maintain effective internal controls, our independent registered public accounting firm stockholders may provide an adverse opinion on our internal control over financial reporting. Furthermore, if we do not maintain effective internal controls, the market price of our common stock could decline and we could be

subject to sanctions or investigations by regulatory authorities, which would require additional financial and management resources and could adversely impact our business, financial condition and results of operations and potentially harm our reputation with our key stakeholders, including stockholders, employees, customers and suppliers.

A delay or inability to transition key infrastructure, services and solutions in connection with the Spin-Off could have an adverse effect on our business, financial condition and results of operations.

Since the Spin-Off, BorgWarner has provided us with certain transition and other services. The services currently provided do not include every service that we have received from BorgWarner in the past, and BorgWarner is only obligated to provide the transition services for limited periods following completion of the Spin-Off. Following the cessation of all transition services agreements, we will need to provide internally, or obtain from unaffiliated third parties, the services we will no longer receive from BorgWarner.

We have been installing and implementing information technology infrastructure to support certain of our business functions, including accounting and financial reporting, human resources, legal and compliance, communications, engineering, manufacturing and distribution, and sourcing. We may incur substantially higher costs than currently anticipated as we transition from existing transactional and operational systems and data centers we currently use through BorgWarner. We also may be unable to replace these services in a timely manner or on terms and conditions as favorable as those we receive from BorgWarner. If we are unable to transition effectively, we may incur temporary interruptions in business operations. Any delay in implementing, or operational interruptions suffered while implementing our new information technology infrastructure could have an adverse effect on our business, financial condition and results of operations.

23

consider favorable.

If the Spin-Off were determined not to qualify as tax-free for U.S. federal income tax purposes, we could have an indemnification obligation to BorgWarner, the Former Parent, which could adversely affect our business, financial condition and results of operations.

The Spin-Off was intended to qualify as a tax-free "reorganization" within the meaning of Sections 368(a)(1)(D) and 355 of the Internal Revenue Code of 1986, as amended (Code). In connection with the Spin-Off, BorgWarner the Former Parent received a written opinion from Ernst & Young, LLP to such effect. However, the opinion of Ernst & Young, LLP will not be binding on the Internal Revenue Service (IRS) or the courts, and there can be no assurance that the IRS or a court will not take a contrary position. Notwithstanding the opinion of Ernst & Young, LLP, the IRS could determine on audit that the Spin-Off or any of certain related transactions is taxable if it determines that any of these facts, assumptions, representations, or undertakings are not correct or have been violated or if it disagrees with the conclusions in the opinion. If the conclusions expressed in the opinion of Ernst & Young, LLP are challenged by the IRS and the IRS prevails in such challenge, the tax consequences of the Spin-Off could be materially less favorable.

If, as a result of any of our representations being untrue or our covenants being breached, the Spin-Off were determined not to qualify for its intended tax-free treatment, we could be required by the Tax Matters Agreement to indemnify BorgWarner the Former Parent for the resulting taxes and related expenses. Those amounts could be material. Any such indemnification obligation could adversely affect our business, financial condition and results of operations.

We are subject to significant restrictions under the Tax Matters Agreement.

To preserve the tax-free nature of the Spin-Off and certain related transactions, we agreed in the Tax Matters Agreement to covenants and indemnification obligations that address compliance with the intended tax-free treatment of the Spin-Off and certain related transactions for U.S. federal income tax purposes as well as for state, local and foreign tax purposes. These covenants include certain restrictions on our activity for a period of two years following the Spin-Off. Specifically, we are subject to certain restrictions on our ability to enter into acquisition, merger, liquidation, sale and stock redemption transactions with respect to our stock or assets, and we may be required to indemnify BorgWarner against any resulting tax liabilities even if we do not participate in or otherwise facilitate the acquisition. Furthermore, we are subject to specific restrictions on discontinuing the active conduct of our trade or business, the issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements), and sales of assets outside the ordinary course of business. These covenants and indemnification obligations may limit our ability to pursue strategic transactions or engage in new businesses or other transactions that may maximize the value of our business, and might discourage or delay a strategic transaction that our stockholders may consider favorable.

We are a smaller company relative to BorgWarner, which could result in increased costs because of a decrease in our purchasing power and make it difficult to maintain existing customer relationships and obtain new customers.

Prior to the Spin-Off, we were able to take advantage of BorgWarner's size and purchasing power in procuring goods, technology and services, including insurance, employee benefit support and audit and other professional services. We are a smaller company than BorgWarner, and we cannot assure you that we will have access to financial and other resources comparable to those available to us prior to the Spin-Off. As a standalone company, we may be unable to obtain information technology infrastructure and services, office space, goods, and other services at prices or on terms as favorable as those available to us prior to the Spin-Off or pursuant to the transition services agreement with BorgWarner, which could increase our costs and reduce our profitability. Likewise, we may find it more difficult to attract and retain high-quality employees as a smaller company than we were operating within as a wholly owned subsidiary of BorgWarner, which could impact our business, financial condition and results of operations. Our future success also depends on our ability to develop and maintain relationships with customers. Our reduced relationship with BorgWarner and our smaller relative size as a result of the Spin-Off may make it more difficult to develop and maintain relationships with customers or recover increased costs or surcharges from customers, either of which could adversely affect our business, financial condition and results of operations.

We or BorgWarner Former Parent may fail to perform under, or additional disputes may arise between the parties relating to, various transaction agreements that have been executed in connection with the separation.

In connection with the separation, and prior to the distribution, we and BorgWarner the Former Parent entered into various transaction agreements related to the Spin-Off, pursuant to which both we and BorgWarner the Former Parent have liabilities and performance obligations. All Certain of these agreements also continue to govern our relationship with BorgWarner the Former Parent following the Spin-Off. We rely on BorgWarner the Former Parent to satisfy its performance obligations under these agreements. If we or BorgWarner the Former Parent are unable to

24

satisfy our or its respective obligations under these agreements, including indemnification obligations, our business, financial condition and results of operations could be adversely affected.

Following As previously disclosed, in September 2024, the Spin-Off, Former Parent filed a claim against the Company in Delaware Superior Court seeking, inter alia, a judicial declaration that the Company is obligated under the Tax Matters Agreement to remit to the Former Parent monies refunded, or to be refunded, to the Company from tax authorities that relate to certain indirect tax payments made prior to the Spin-Off. The Company believes it has meritorious arguments in response to the Former Parent's claim, has filed counterclaims against the Former Parent, and will

23

continue to vigorously defend against this litigation. The resolution of our employees may have actual or potential conflicts of interest because of their financial interests in BorgWarner or because of their previous positions with BorgWarner.

Because of their former positions with BorgWarner, certain of our executive officers own equity interests in both us and BorgWarner. Continuing ownership of BorgWarner shares could create, or appear to create, potential conflicts of interest if we and BorgWarner face decisions that this matter could have implications for both us a material adverse effect on the Company's financial position, results of operations and BorgWarner cash flows. If any additional disputes were to arise between the parties, such disputes could have a material adverse effect on our financial position, results of operations and cash flows. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between us and BorgWarner more information regarding the terms of BorgWarner Dispute, refer to Note 18, "Contingencies," to the agreements governing the separation and distribution and our relationship with BorgWarner. Potential conflicts of interest may also arise out of any commercial arrangements that we or BorgWarner may enter into in the future. **Consolidated Financial Statements.**

We have only operated as an independent, publicly traded company since July 3, 2023, and our historical combined financial information is not necessarily representative of the results we would have achieved as an independent, publicly traded company and may not be a reliable indicator of our future results.

We derived the historical financial information prior to July 3, 2023 included in this Form 10-K from BorgWarner's the Former Parent's consolidated financial statements, and this information does not necessarily reflect the results of operations and financial position we would have achieved as an independent, publicly traded company during the periods presented, or those that we will achieve in the future. This is primarily because of the following factors:

- Prior to the Spin-Off, we operated as part of BorgWarner, the Former Parent, and BorgWarner the Former Parent performed various corporate functions for us. Our historical combined financial information reflects allocations of corporate expenses from BorgWarner the Former Parent for these functions. These allocations may not reflect the costs we have incurred, and will continue to incur in the future, for similar services in the future as an independent, publicly traded company.
- We entered into transactions with BorgWarner the Former Parent that did not exist prior to the Spin-Off, such as BorgWarner's the Former Parent's provision of transition and other services, and undertook indemnification obligations, which caused us to incur new costs.
- Our historical combined financial information does not reflect changes that we expect expected to experience, in the future and have experienced, as a result of our separation from BorgWarner, the Former Parent, including changes in the financing, cash management, operations, cost structure, and employee needs of our business. As part of BorgWarner, we enjoyed certain benefits from BorgWarner's operating diversity, reputation, size, purchasing power, ability to borrow, and available capital for investments, and we will lose these benefits after the Spin-Off. As an independent entity, we may be unable to purchase goods, services, and technologies, obtain insurance and health care benefits, computer software licenses, or other services or licenses, or access capital markets, on terms as favorable to us as those we obtained as part of BorgWarner prior to the Spin-Off, and our results of operations may be adversely affected. In addition, our historical combined financial statements do not include an allocation of interest expense comparable to the interest expense we will incur incurred as a result of the Internal Restructuring and the Spin-Off, including interest expense in connection with our incurrence of indebtedness, indebtedness relating to the Spin-Off.

Following the Spin-Off, we have also faced additional costs and demands on management's time associated with being an independent, publicly traded company, including costs and demands related to investor and public relations, public financial reporting and corporate governance, including board of director fees and expenses. For additional information about our past financial performance and the basis of presentation of our historical combined financial statements, see "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our historical financial statements and the notes thereto.

Item 1B. Unresolved Staff Comments

None.

25

Item 1C. Cybersecurity

Risk Management and Strategy

As part of our overall risk management system and processes, we assess, identify and manage material risks from cybersecurity threats through our Enterprise Risk Management (ERM) process, program. For a description of cybersecurity risks relevant to our business, see Item 1A, "Risk Factors."

The Company generally approaches cybersecurity threats through a cross-functional, multilayered approach, with the goals of: (i) identifying, preventing and mitigating cybersecurity threats to the Company; (ii) preserving the confidentiality, security and availability of the information we collect and store for use in operating our business; (iii) protecting the Company's intellectual property; (iv) maintaining the confidence of our customers, suppliers, other business partners and employees; and (v) providing appropriate disclosure of cybersecurity risks and incidents when required. Our cybersecurity and data protection policies, processes and strategies are informed by regulatory and business requirements, our prior experience addressing cybersecurity attacks and incidents (including with our

24

former affiliates) and industry practices, and are periodically adjusted based on the results of assessments conducted through our ERM practices, third-party audits and independent reviews, and other processes.

Consistent with the Company's ERM practices, our cybersecurity policies, processes and layers of defense focus on the following areas:

- **Vigilance, Surveillance and Monitoring.** The Company maintains 24/7 cybersecurity threat surveillance in conjunction with a managed security service that monitors system logs and network traffic for indicators of compromise and other suspicious activity, and conducts monthly external vulnerability assessments and annual penetration testing.
- **System Safeguards.** The Company deploys system safeguards that are designed to protect the Company's information systems from cybersecurity threats, including early detection and response antivirus tools, data leak prevention tools and systems, vulnerability scans of data centers, firewalls, and anti-malware functionality and access controls, controls, and programs to support remediation, replacement or isolation of systems that have reached, or are expected to reach, end of security life.
- **Third-Party Collaboration.** The Company utilizes collaboration mechanisms established with public and private entities, including intelligence and enforcement agencies, industry groups, and third-party service providers, to identify, assess and respond to cybersecurity risks.
- **Third-Party Risk Management.** The Company has processes in place for identifying and overseeing cybersecurity risks presented by third-party users of the Company's systems, as well as third-party systems that could adversely impact our business in used by the event of a cybersecurity incident affecting those systems. Company.
- **Training.** The Company requires personnel, to complete training regarding cybersecurity threats and incident reporting procedures, which reinforces the Company's information security policies and processes. We also require including new hires, to complete training regarding cybersecurity threats, incident reporting procedures and acceptable use of our information systems.
- **Incident Response Planning.** The Company has established and maintains a cybersecurity incident response plan that outlines an organized and timely approach for responding to and handling security incidents affecting the Company's systems or data, as well as taking appropriate action when including the source of the intrusion intrusions or incident involved incidents involving data from a third party.

A key part of the Company's strategy for managing risks from cybersecurity threats is the ongoing assessment and testing of the Company's policies and processes through audits, assessments, tabletop exercises, threat modeling, vulnerability testing and other exercises focused on evaluating the effectiveness of our cybersecurity controls and oversight. Third-party audits and independent reviews of our cybersecurity measures, information security control environment and operating effectiveness are conducted on at least an annual basis to assist us with enhancing, implementing and monitoring our cybersecurity risk management programs. basis.

As a global company, we have experienced cybersecurity attacks and incidents in the past, and we could in the future experience similar attacks. To date, we have not experienced a cybersecurity incident or attack, or any risk from cybersecurity threats, that has materially affected or is reasonably likely to materially affect the Company or our business strategy, results of operations, or financial condition.

26

Governance

The Board, in coordination with the Audit Committee, oversees the Company's policies with respect to the assessment and management of risks from cybersecurity threats. The Board receives updates regarding cybersecurity risks primarily in connection with its oversight of the Company's risk management practices. The Audit Committee receives regular receives updates regarding cybersecurity risks from the Company's Chief Information Security Officer (CISO) and Chief Information Officer (CIO), including with respect to the assessment and management of such risks and recent developments, trends and the general threat environment. environment, on at least a quarterly basis.

The Company's cybersecurity team, which is led by our CISO, is responsible for overseeing oversees the Company's cybersecurity and data security operations, programs, policies and processes and their general effectiveness. The cybersecurity team, in coordination with other Incident Response Team members, works collaboratively across the Company to implement a program designed to protect the Company's information systems from cybersecurity threats and to promptly respond to any cybersecurity incident, incidents. The Company's Incident Response Team consists of our CISO and other senior leaders from the Company's cybersecurity (composed of information security and technology

operations), compliance, legal, financial reporting and other key business and corporate functions. The CISO and other Incident Response Team members monitor the prevention, detection, mitigation and remediation of cybersecurity incidents in accordance with the incident response plan. The team is also **informs responsible for informing** and **coordinates** **coordinating** with the Company's Disclosure Committee in timely reporting such incidents, as appropriate and depending on the severity

25

of the incident, and facilitating updates to the Strategy Board (consisting of our CEO, Chief Financial Officer (CFO), General Counsel, CIO and other members of management), Audit Committee and Board and providing updates regarding such incidents until addressed.

We have experienced leaders responsible for assessing and managing risks arising from cybersecurity threats. Our CISO reports to the CIO and has served in various roles in information technology and information security for over 28 29 years, including most recently leading the Information Security Office of BorgWarner Inc. He holds a Bachelor of Science in Physics. The Company's CIO reports to our CEO and has served in various roles in information technology and information security for over 25 26 years, including most recently as CIO of Gentherm Incorporated. Incorporated immediately prior to joining the Company. Our CIO holds a Bachelor of Science in Business, with a concentration in Computer Information Systems, and an MBA in Finance and Strategic Management. He is also a Digital Directors Network (DDN) Boardroom Certified Qualified Technology Expert (QTE). In addition, the Company's CEO, CFO and General Counsel each have experience overseeing the management of cybersecurity and other risks similar to those impacting the Company's business.

Item 2. Properties

As of December 31, 2023 December 31, 2024, the Company had 24 23 principal manufacturing, assembly and technical facilities worldwide, including our global headquarters and excluding unconsolidated joint venture and administrative offices. Our global headquarters is located in a leased facility in Auburn Hills, Michigan. In general, we believe our facilities to be suitable and adequate to meet our current and reasonably anticipated needs and do not anticipate difficulty in renewing existing leases as they expire or finding alternative facilities.

The Company, its subsidiaries and affiliates operate principal manufacturing, assembly and technical facilities in the following regions:



Number of principal manufacturing, assembly and technical facilities⁽¹⁾

(1) Excludes unconsolidated joint venture and administrative offices.

Of the 24 23 facilities, 16 15 are leased sites, four of which contain Company-owned building and infrastructure with land lease contracts. Compared to the prior year, one of the leased sites in Europe ceased operations in early November 2024, was no longer a principal facility leased by the Company at December 31, 2024 and, as a result, is excluded from the above facility totals.

27

Item 3. Legal Proceedings

In the ordinary normal course of its business, the Company is involved in a number of lawsuits various commercial and legal claims, actions and complaints, both actual and potential. Proceedings that were previously disclosed may no longer be reported because, as a result of rulings in the case, settlements, changes in our business, or other developments, in our judgment, they are no longer material to the Company's business, financial position or results of operations. See Note 20 18, "Contingencies," to the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information.

SEC regulations require disclosure of certain environmental matters when a governmental authority is a party to the proceedings and such proceedings involve potential monetary sanctions that the Company reasonably believes will exceed a specified threshold. Pursuant to these regulations, the Company uses a threshold of \$1 million for purposes of determining whether disclosure of any such proceedings is required.

Item 4. Mine Safety Disclosures

Not applicable.

28 26

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

The Company's common stock is listed for trading on the New York Stock Exchange under the symbol PHIN. As of **February 23, 2024** **February 7, 2025**, there were **1,262** **1,168** holders of record of common stock.

While the Company currently expects that quarterly cash dividends will continue to be paid in the future at levels comparable to recent historical levels, the dividend policy is subject to review and change at the discretion of the Board of Directors.

The line graph below compares the cumulative total shareholder return on the Company's Common Stock with the cumulative total return of companies on the Standard & Poor's (S&P) 600 Stock Index and S&P's 600 Automotive Parts & Equipment Index since the date the Company's stock began trading (July 5, 2023).

COMPARISON OF CUMULATIVE TOTAL RETURN*

 884

*\$100 invested on July 5, 2023 in stock or index, including reinvestment of dividends.

	July 5, 2023	December 31, 2023
PHINIA Inc.	\$ 100	\$ 84
S&P 600 Index	\$ 100	\$ 110
S&P 600 Automotive Parts & Equipment Index	\$ 100	\$ 98

Sale of Unregistered Securities

On February 16, 2023, the Company issued 100 shares of its common stock to BorgWarner pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended. We did not register the issuance of the issued shares under the Securities Act of 1933, as amended, because such issuance did not constitute a public offering. In consideration of these shares, BorgWarner contributed to PHINIA certain assets of BorgWarner's Fuel Systems and Aftermarket businesses.

	July 5, 2023	December 31, 2023	December 31, 2024
PHINIA Inc.	\$ 100	\$ 84	\$ 137
S&P 600 Index	\$ 100	\$ 110	\$ 120
S&P 600 Automotive Parts & Equipment Index	\$ 100	\$ 98	\$ 96

 29 27

The following table provides information about the Company's purchases of its equity securities that are registered pursuant to Section 12 of the Exchange Act during the quarter ended **December 31, 2023** **December 31, 2024**:

Issuer Purchases of Equity Securities

Period	Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under plans or programs (in millions) ⁽²⁾	Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under plans or programs (in millions) ⁽²⁾
October 1, 2023 - October 31, 2023										
October 1, 2024 - October 31, 2024										
Common Stock Repurchase Program										
Common Stock Repurchase Program										
Common Stock Repurchase Program										
Employee transactions ⁽³⁾										

November 1, 2024 -
November 30, 2024
November 1, 2024 -
November 30, 2024
November 1, 2024 -
November 30, 2024

Common Stock
Repurchase
Program
Common Stock
Repurchase
Program
Common Stock
Repurchase
Program

November 1, 2023 -
November 30, 2023

November 1, 2023 -
November 30, 2023
November 1, 2023 -
November 30, 2023

Common Stock
Repurchase
Program
Common Stock
Repurchase
Program
Common Stock
Repurchase
Program

December 1, 2023 -
December 31, 2023

December 1, 2023 -
December 31, 2023
December 1, 2023 -
December 31, 2023

December 1, 2024 -
December 31, 2024
December 1, 2024 -
December 31, 2024
December 1, 2024 -
December 31, 2024

Common Stock
Repurchase
Program
Common Stock
Repurchase
Program
Common Stock
Repurchase
Program

Employee
transactions⁽¹⁾

(1) An aggregate of **42,017** 26,685 shares of the Company's common stock were withheld by the Company in connection with employees' payment of taxes associated with the vesting of their restricted stock units granted under the PHINIA Inc. 2023 Stock Incentive Plan.

(2) On August 31, 2023, In August 2023, the Company announced that its Board of Directors authorized a \$150 million share repurchase program. In August 2024, the Company's Board of Directors increased the authorization by \$250 million for a total share repurchase program of \$400 million. As of December 31, 2023 December 31, 2024, \$126 million the Company repurchased \$236 million of common stock under its repurchase program, excluding the impact of Federal excise tax, and \$164 million remained available for repurchase. On February 13, 2025, the Company announced that its Board of Directors increased the authorization by \$200 million for a total

share repurchase under this authorization program of \$600 million. Repurchases under this program may be made using a variety of methods, which may include open market transactions, privately negotiated transactions, or pursuant to one or more accelerated stock repurchase programs or Rule 10b5-1 plans in compliance with SEC requirements. The exact amount and timing of any purchases will depend on a number of factors, including trading price, trading volume, and general market conditions. The repurchase program has no expiration date and may be suspended, discontinued, or resumed at any time. Repurchased shares will be deemed common stock held in treasury and may subsequently be reissued.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

INTRODUCTION

PHINIA is a leader in the development, design and manufacture of integrated components and systems that are designed to optimize performance, increase efficiency and reduce emissions in combustion and hybrid propulsion for commercial vehicles and industrial applications (medium-duty and heavy-duty trucks, buses and other off-highway construction, marine, agricultural and industrial applications), light commercial vehicles (vans and trucks) and light passenger vehicles (passenger cars, trucks, vans mini-vans, cross-overs and sport-utility vehicles). We are a global supplier to most major OEMs seeking to meet and exceed increasingly stringent global regulatory requirements and satisfy consumer demands for an enhanced user experience. Additionally, we offer a wide range of OES solutions and remanufactured products as well as an expanded range of products for the independent (non-OEM) aftermarket.

Transition to Standalone Company

On December 6, 2022, BorgWarner Inc., a manufacturer and supplier of automotive industry components and parts (BorgWarner, or Former Parent), announced plans for the complete legal and structural separation of its Fuel Systems and Aftermarket businesses by the spin-off of its wholly-owned subsidiary, PHINIA, which was formed on February 9, 2023 (the Spin-Off).

On July 3, 2023, BorgWarner completed the Spin-Off in a transaction intended to qualify as tax-free to the Company's BorgWarner's stockholders for U.S. federal income tax purposes, which was accomplished by the distribution of the outstanding common stock of PHINIA to holders of record of common stock of BorgWarner on a pro rata basis. Each holder of record of BorgWarner common stock received one share of PHINIA common stock for every five shares of BorgWarner common stock held on June 23, 2023, the record date. In lieu of fractional shares of PHINIA, BorgWarner stockholders received cash. As a result of these transactions, all of the assets, liabilities, and legal

28

entities comprising BorgWarner's Fuel Systems and Aftermarket businesses are now owned directly, or indirectly through its subsidiaries, by PHINIA. PHINIA is an independent public company trading under the symbol "PHIN" on the New York Stock Exchange.

Key Trends and Economic Factors

Commodities and Other Inflationary Impacts. Prices for commodities remain volatile, and since the beginning of 2021, the Company's business has experienced price increases for base metals (e.g., steel, aluminum and nickel).

30

and precious metals (e.g., palladium), copper) while slightly decreasing in 2024. In addition, many global economies are experiencing elevated levels of inflation more generally, which is driving an increase in other input costs. As a result, the Company has experienced, and is continuing to experience, higher costs.

In 2023, following non-contractual negotiations, the Company reached agreement for the pass through and recovery of higher costs with various customers. These agreements did not enable the Company to recover 100 percent of its increased costs, and as a result, the Company's operating margins have been negatively impacted.

Outlook

We expect strong earnings and cash generation in 2024 2025 to be challenged as we continue expect foreign currency and a softening of the original equipment (OE) markets to outpace our ability to drive operational efficiencies exit agreements with our Former Parent and grow our Aftermarket sales. On Continued economic and political uncertainty has caused the original equipment (OE) side, industry-wide commercial vehicle (CV) and light vehicle (LV) markets to soften. LV volumes in 2024 our key markets for 2025 are expected to decline mid to high single digits percent by mid-single digit percentages. CV volumes in North America and Europe, while other global CV our key markets are expected to be flat. Global light vehicle (LV) volumes are expected rebound from 2024 levels in the low-single digit percentages, however weighted to be slightly down with engine production declining approximately 4%. the latter part of the year. Assuming constant foreign exchange rates, we expect flat to a modest increase in 2024 PHINIA expects modest year-over-year sales as strong growth driven by higher in our Aftermarket segment sales, is expected to offset the softened OE markets. Additionally, we may be impacted by other macroeconomic challenges in 2025, including but not limited to inflation, supply chain constraints, market volatility, higher tariffs relevant to our operations (particularly in Mexico and China) and changes in international trade relations.

The Company maintains a positive long-term outlook for its global business and is committed to new product development and strategic investments to enhance its product leadership strategy. There are several trends that are driving the Company's long-term growth that management expects to continue, including market share expansion in the CV market, increased growth in overall vehicle parc driving that supports aftermarket demand, increased consumer interest in hybrid and plug-in vehicles, and adoption of additional product offerings enabling renewable fuels zero- and hydrogen lower-carbon fuel solutions for combustion vehicles to serve as a viable alternative to electrification or fuel cell solutions and increasingly stringent global emissions standards that support demand for the Company's products driving efficiency and reduced emissions. In addition, we believe we are well positioned to continue to expand our differentiated offerings in and capabilities across electronics, software and complete systems capabilities.

Relationship with BorgWarner

Historically, we have relied on BorgWarner to provide various corporate functions. Following the Spin-Off, BorgWarner does not provide us with assistance other than the limited transition and other services described under the heading "Certain Relationships and Related Person Party Transactions" in our Information Statement furnished with the Company's Registration Statement on Form 10-12B/A proxy statement for its 2024 Annual Meeting of Stockholders filed on June 9, 2023 March 27, 2024. BorgWarner is only obligated to provide the transition services for limited periods following completion of the Spin-Off. Following the Spin-Off and the cessation of any transition services agreements, we will need to provide internally, or obtain from unaffiliated third parties, the services we will no longer receive from BorgWarner. We may be unable to replace these services in a timely manner or on terms and conditions as favorable as those we receive from BorgWarner. The Company entered into several agreements with BorgWarner that govern the relationship between the parties following the Spin-Off and that are described in our Form 8-K filed on July 7, 2023.

In connection with BorgWarner was only obligated to provide the Spin-Off, we transition services for limited periods following the completion of the Spin-Off. As of June 30, 2024, the Company had successfully exited all transition services agreements. We have been installing installed and implementing implemented information technology infrastructure to support certain of our business functions, including accounting and financial reporting, human resources, legal and compliance, communications, engineering, manufacturing and distribution, and sourcing. We may incur substantially higher costs than currently anticipated as we transition from the existing BorgWarner transactional and operational systems and data centers we currently use. If we are unable to transition effectively, we may incur temporary interruptions in business operations. Any delay in implementing, or operational interruptions suffered while implementing, our new information technology infrastructure could disrupt our business and have a material adverse effect on our results of operations.

RESULTS OF OPERATIONS

A detailed comparison of the Company's 2021 2023 operating results to its 2022 operating results can be found in the Management's Discussion and Analysis of Financial Condition and Results of Operations section in the Company's final Information Statement filed as Exhibit 99.1 to the Company's Current Annual Report on Form 8-K 10-K filed on June 13, 2023 February 28, 2024.

31 29

The following table presents a summary of the Company's 2023 2024 and 2022 2023 operating results:

		Year Ended December 31,		
	(in millions, except per share data)	2023	2022 (in millions, except per share data)	2024
Net sales	Net sales	% of net sales	% of net sales	Net sales % of net sales
Fuel Systems				
Aftermarket				
Inter-segment eliminations				
Total net sales				
Cost of sales				
Gross profit				
Selling, general and administrative expenses				
Restructuring expense				
Other operating expense (income), net				
Other operating expense, net				
Other operating expense, net				
Operating income				
Equity in affiliates' earnings, net of tax				
Interest expense				
Interest income				
Other postretirement loss (income)				
Other postretirement expense				
Earnings before income taxes				

Provision for income taxes

Net earnings

Earnings per share — diluted

Earnings per share — diluted

Earnings per share — diluted

Net sales

Net sales for the year ended December 31, 2023 December 31, 2024 totaled \$3,500 million \$3,403 million, an increase a decrease of \$152 million \$97 million, or 5% 3%, from the year ended December 31, 2022 December 31, 2023. The change in net sales for the year ended December 31, 2023 December 31, 2024 was primarily driven by the following:

- Customer pricing increased net sales by approximately \$64 million. This includes an increase of approximately \$57 million related to recoveries from the Company's customers for cost inflation arising from non-contractual commercial negotiations with those customers and normal contractual customer commodity pass-through arrangements.
- Favorable Unfavorable volume mix and net new business increased decreased sales by approximately \$56 million \$104 million or 2% 3%. This increase decrease was primarily driven by higher demand for the Company's products, partially offset by lower commercial vehicle sales in China, Europe and lower sales in China within the Fuel Systems segment, partially offset by favorable volume in Europe within the Aftermarket segment.
- Sales increased \$50 million related Due to certain the contract manufacturing agreements with the Former Parent that were entered into in connection with the Spin-Off. Sales coming to an end, sales decreased \$27 million. No additional sales from these agreements are expected to continue through 2024. expected.
- Fluctuations in foreign currencies resulted in a year-over-year decrease in sales of approximately \$18 million \$1 million primarily due to the weakening of the Chinese Renminbi relative to the U.S. Dollar, slightly and Brazilian Real, offset by the strengthening of the Euro and British Pound, each relative to the U.S. Dollar.
- Customer pricing increased net sales by approximately \$35 million. This is primarily related to an increase in recoveries of inflationary costs from the Company's customers due to non-contractual commercial negotiations with those customers and normal contractual customer commodity pass-through arrangements.

Cost of sales and gross profit

Cost of sales and cost of sales as a percentage of net sales were \$2,647 million and 77.8%, respectively, during the year ended December 31, 2024, compared to \$2,776 million and 79.3%, respectively, during the year ended December 31, 2023, compared to \$2,627 million and 78.5%, respectively, during the year ended December 31, 2022. The change in cost of sales for the year ended December 31, 2023 December 31, 2024 was primarily driven by the following:

- Higher sales Lower volume, mix and net new business increased decreased cost of sales by approximately \$50 \$78 million. This decrease was primarily driven by lower commercial vehicle sales in Europe and lower sales in China in the Fuel Systems segment, partially offset by favorable volume in Europe within the Aftermarket segment.
- Cost of sales was impacted by lower supplier costs of approximately \$56 million arising primarily from supplier savings and recoveries.

\$2.30

- Cost of sales increased \$50 million decreased \$27 million related to certain contract manufacturing agreements with Former Parent that were entered into in connection with the Spin-Off.
- Cost of sales was also impacted by higher supplier-related and inflationary costs of approximately \$49 million, primarily driven by \$87 million non-contractual commercial negotiations with the Company's suppliers and normal contractual supplier commodity pass-through arrangements partially offset by \$30 million of net supply chain savings initiatives and other savings of \$8 million.
- Other manufacturing Employee costs increased cost of sales by \$13 million compared to \$27 million, primarily related to the year ended December 31, 2022. inflation and incentive compensation.
- Fluctuations in foreign currencies resulted in a year-over-year decrease in cost of sales of approximately \$13 million \$2 million primarily due to the weakening of the Chinese Renminbi relative to the U.S. Dollar, slightly and Brazilian Real, offset by the strengthening of the Euro British Pound, each relative to the U.S. Dollar.
- Other manufacturing costs increased cost of sales by \$7 million compared to the year ended December 31, 2023.

Gross profit and gross margin were \$756 million and 22.2%, respectively, during the year ended December 31, 2024 compared to \$724 million and 20.7%, respectively, during the year ended December 31, 2023 compared to \$721 million and 21.5%, respectively, during the year ended December 31, 2022. The decrease increase in gross margin was primarily due to the factors discussed above.

Selling, general and administrative expenses

Selling, general and administrative (SG&A) expenses for the year ended December 31, 2023 December 31, 2024 were \$413 million \$442 million as compared to \$407 million \$413 million for the year ended December 31, 2022 December 31, 2023. SG&A expenses as a percentage of net sales were 11.8% 13.0% and 12.2% 11.8% for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The change in SG&A expenses was primarily attributable to:

- Employee-related costs were \$138 million for the year ended December 31, 2023, an increase of \$35 million, primarily related to additional corporate costs incurred as a stand-alone Company, incentive compensation and inflation.
- IT costs incurred directly by the Company were \$33 million for the year ended December 31, 2023 December 31, 2024, an increase of \$6 million. \$25 million, primarily due to inflation, incentive compensation, and increases in headcount associated with the transition to a standalone company.
- Research and development (R&D) costs were \$108 million for the year ended December 31, 2023 December 31, 2024, an increase of \$4 million. R&D costs, net of customer reimbursements, were 3.1% 3.3% of net sales in the year ended December 31, 2023 December 31, 2024, compared to 3.1% of net sales in the year ended December 31, 2022 December 31, 2023. The Company will continue to invest in R&D programs, which are necessary to support short- and long-term growth. The Company's current long-term expectation for R&D spending is 3% of net sales.
- Intangible amortization expense was \$28 million \$28 million for each of the years ended December 31, 2023 December 31, 2024 and 2022, 2023.

Other operating expense, net General expense allocations from BorgWarner, which ended subsequent to the Spin-off, were \$16 million for the year ended December 31, 2023, a decrease of \$37 million.

- Other SG&A expenses were \$90 million for the year ended December 31, 2023, a decrease of \$2 million.

Restructuring expense was \$12 million \$55 million and \$11 million \$70 million for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. Other operating expense, net was comprised of the following:

- For the years ended December 31, 2024 and 2023, separation and transaction costs were \$31 million and \$80 million, respectively, primarily related to employee benefit professional fees and other costs associated with the Spin-Off.
- During the year ended December 31, 2024, the Company recorded a non-cash impairment expense of \$21 million related to the write down of property, plant and equipment associated with a Fuel Systems manufacturing plant in Europe.
- Restructuring expense was \$14 million and \$12 million for the years ended December 31, 2024 and 2023, respectively, related to individually approved restructuring actions that primarily related to reductions in headcount. The Company continues to evaluate different options across its operations to reduce existing structural costs. As we continue to assess our performance and the needs of our business, additional restructuring could be required and may result in significant costs. Refer to Note 3 "Restructuring" 4 "Other operating expense (income), net" to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information.

Other operating expense (income), net was expense of \$58 million and income of \$15 million for the years ended December 31, 2023 December 31, 2024 and 2022, respectively. Other Operating Expense (Income) 2023, the Company recognized a gain of \$7 million and a loss of \$3 million. Net was comprised of the following: respectively, related to other one-time events, primarily due to insurance recoveries and associated losses related to a supplier fire.

- For the years ended December 31, 2023 and 2022, separation and transaction costs were \$80 million and \$31 million, respectively, primarily related to professional fees associated with the Spin-Off.
- For the years ended December 31, 2023 and 2022, the Company recognized royalty income related to licensing of the Delphi Technologies trade name and product-related intellectual properties to other BorgWarner Former Parent businesses in the amount of \$17 million and \$31 million, respectively. These royalty arrangements have did not continued continue subsequent to the completion of the Spin-Off.

33 31

- For the years ended December 31, 2023 and 2022, the Company recognized income related to application testing and other R&D services for other BorgWarner Former Parent businesses of \$2 million and \$11 million, respectively. These services have did not continued continue subsequent to the completion of the Spin-Off.
- During the year ended December 31, 2022 the Company recorded expense of \$5 million related to the closure of operations in Russia, primarily for the impairment of an intangible asset related to this business.

Equity in affiliates' earnings, net of tax was \$10 million \$11 million and \$11 million \$10 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. This line item is driven by the results of the Company's unconsolidated joint venture.

Interest expense was \$56 million \$99 million and \$20 million \$56 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The increase was primarily related to the issuance of our Term Loan A Facility and Term Loan B Facility (each as defined below), debt in connection with the Spin-Off as well as interest incurred the loss on the drawdown extinguishment of debt of \$22 million in 2024. See Note 12, "Notes Payable and Debt", for further discussion of the Revolving Facility (as defined below), loss on extinguishment of debt.

Interest income was \$13 million \$16 million and \$6 million \$13 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The increase was primarily due to increased cash and cash equivalents balances, as well as higher interest rates on cash and cash equivalents balances.

Other postretirement loss (income) expense was a loss of de minimus and \$2 million and income of \$32 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The decrease in other postretirement loss (income) expense for the year ended December 31, 2023 December 31, 2024 was primarily due to higher interest and inflationary costs in 2023.

Provision for income taxes was \$104 million for the year ended December 31, 2023 December 31, 2024 resulting in an effective tax rate of 50% 58%. This compared to \$85 million \$104 million or 24% 50% for the year ended December 31, 2022 December 31, 2023.

For the year ended December 31, 2023, the Company's effective tax rate increased compared to the year ended December 31, 2022 as a result of a change in the jurisdictional mix of pre-tax earnings, most notably an increase in pre-tax losses where no tax benefit is recognized. In addition, the Company recognized increases in its U.S. taxes on foreign earnings based on the post Spin-Off structure. During 2023, the Company recognized discrete tax benefits expense of \$2 million, primarily due to \$21 million related to the establishment of a valuation allowance on its Polish operations as a result of the changes concluded in judgment related to the fourth quarter recovery of its deferred tax assets. This expense was fully offset by a discrete tax benefit related to unremitted earnings as a result of change in structure and favorable provision to return adjustments in various jurisdictions.

During 2022, In 2023, the Company recognized discrete tax benefits of \$7 million, primarily due to certain unrecognized tax benefits and accrued interest related to a matter for which the statute of limitations had lapsed.

For further details, see Note 5, "Income Taxes," to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Adjusted earnings per diluted share

The Company defines adjusted net earnings per diluted share as net earnings per share adjusted to exclude the tax-effected impact of restructuring expense, separation and transaction costs, intangible asset amortization, impairment charges, other net expenses, and other gains, losses and tax amounts not reflective of the Company's ongoing operations.

	Year Ended December 31,		
	2023	2022	2024
Net earnings per diluted share			
Separation and transaction costs			
Intangibles amortization expense			
Loss on debt extinguishment			
Asset impairments			
Restructuring expense			
Royalty income from Former Parent			
Asset impairments and lease modifications			
Tax adjustments			
(Gains) losses for other one-time events			
Tax adjustments			
(Gains) losses for other one-time events			
Tax adjustments			
(Gains) losses for other one-time events			
Tax effects and adjustments			
Adjusted net earnings per diluted share			

Results by Reportable Segment

The Company's business is aggregated into comprised of two reportable segments: Fuel Systems and Aftermarket.

Segment Adjusted Operating Income (AOI) is the measure of segment income or loss used by the Company. Segment AOI is comprised of segment operating income adjusted for restructuring, separation and transaction

32

costs, intangible asset amortization expense, impairment charges and other items not reflective of ongoing

34

operating income or loss. The Company believes Segment AOI is most reflective of the operational profitability or loss of its reportable segments.

Segment AOI excludes certain corporate costs, which primarily represent corporate expenses not directly attributable to the individual segments. Corporate expenses not allocated to Segment AOI were \$64 million \$92 million and \$79 million \$47 million for the years ended December 31, 2023 December 31, 2024 and 2022, respectively. The decrease increase in corporate expenses in 2023 2024 is primarily due related to lower allocations additional costs resulting from BorgWarner prior to the completion of the Spin-Off operating as a standalone company.

The following table presents net sales and Segment AOI for the Company's reportable segments:

	Year Ended December 31, 2023			Year Ended December 31, 2022			Year Ended December 31, 2024			Year Ended December 31, 2023			Year Ended December 31, 2024			
	(in millions)	Net sales to customers	Segment AOI	% margin	Net sales to customers	Segment AOI	% margin	Net sales to customers	Segment AOI	% margin	Net sales to customers	Segment AOI	% margin	Net sales to customers	Segment AOI	% margin
Fuel Systems	Fuel Systems	\$ 2,177	\$ 215	9.9%	\$ 2,072	\$ 252	12.2%	\$ 2,020	\$ 218	10.8%	\$ 2,020	\$ 220	10.8%	\$ 2,020	\$ 220	10.8%
Aftermarket	Aftermarket	1,323	196	14.8%	1,276	191	15.0%	1,383	220	15.9%	1,383	220	15.9%	1,383	220	15.9%
Totals																

The **Fuel Systems** segment's net sales for the year ended December 31, 2023 increased \$105 million December 31, 2024 decreased \$157 million, or 5% 7%, and Segment AOI decreased \$37 million increased \$3 million, or 14.7% 1.4%, from the year ended December 31, 2022 December 31, 2023. Foreign currencies resulted in a year-over-year decrease in sales of approximately \$18 million \$5 million primarily due to the weakening of the Chinese Renminbi and Brazilian Real, partially offset by the strengthening of the Euro British Pound, each relative to the U.S. Dollar. The decrease excluding the impact of foreign currencies was primarily due to approximately \$130 million of unfavorable volume and net new business driven by lower commercial vehicle sales in Europe and lower sales in China, \$27 million related to the end of certain contract manufacturing agreements with BorgWarner, partially offset by approximately \$5 million from non-contractual commercial negotiations with the Company's customers and normal contractual customer commodity pass-through arrangements. Segment Adjusted Operating margin was 10.8% in the year ended December 31, 2024, compared to 9.9% in the year ended December 31, 2023. The Segment Adjusted Operating margin increase was primarily due to a lump sum supplier settlement.

The **Aftermarket** segment's net sales for the year ended December 31, 2024 increased \$60 million, or 5%, and Segment AOI increased \$24 million, or 12.2%, from the year ended December 31, 2023. Foreign currencies resulted in a year-over-year increase in sales of approximately \$4 million primarily due to the strengthening of the British Pound partially offset by the weakening of the Brazilian Real, each relative to the U.S. Dollar. The increase excluding the impact of foreign currencies was primarily due to approximately \$43 million from non-contractual commercial negotiations with the Company's customers and normal contractual customer commodity pass-through arrangements, \$50 million related to certain contract manufacturing agreements with BorgWarner, and approximately \$30 million of volume, mix pricing and net new business driven by higher weighted average market production compared to the prior year. Segment Adjusted Operating margin was 9.9% in the year ended December 31, 2023, compared to 12.2% in the year ended December 31, 2022. The Segment Adjusted Operating margin decrease was primarily due to product mix and higher supplier costs.

The **Aftermarket** segment's net sales for the year ended December 31, 2023 increased \$47 million, or 4%, and Segment AOI increased \$5 million, or 2.6%, from the year ended December 31, 2022. Foreign currencies did not have a significant impact on year-over-year sales. The increase was primarily due to approximately \$26 million of favorable volume mix and net new business driven by increased demand for the Company's products, and approximately \$21 million of pricing, primarily in Europe. Segment Adjusted Operating margin was 15.9% in the year ended December 31, 2024, compared to 14.8% in the year ended December 31, 2023, compared to 15.0% in the year ended December 31, 2022. The Segment Adjusted Operating margin decreased slightly increased primarily due to inflationary cost increases customer pricing.

LIQUIDITY AND CAPITAL RESOURCES

Borrowing Facilities and Long-Term Debt

Credit Agreement

On July 3, 2023, the Company entered into a \$1.225 billion \$1.225 billion Credit Agreement (as amended, the Credit Agreement) consisting of a \$500 million \$500 million revolving credit facility (the "Revolving Facility" Revolving Facility), a \$300 million \$300 million Term Loan A Facility (the "Term Term Loan A Facility" Facility) and a \$425 million \$425 million Term Loan B Facility (the "Term Term Loan B Facility" Facility; together with the Revolving Facility and the Term Loan A Facility, collectively, the "Facilities" Facilities) in connection with the Spin-Off that occurred on the same date. Subject to extension by date, maturing on July 3, 2028. As of December 31, 2024, the lenders, at their option, upon the Company's request, the Facilities mature on July 3, 2028; [provided, however, that if earlier, Company had no outstanding borrowings under the Revolving Facility, and availability of \$499 million. The Term Loan B Facility was fully repaid in connection with the issuance of the 6.75% Senior Secured Notes due 2029 on April 4, 2024, as discussed below. The Term Loan A Facility will mature 91 calendar days prior was fully repaid in connection with the issuance of the 6.625% Senior Notes due 2032 on September 17, 2024, as discussed below.

Issuance of Senior Notes

On April 4, 2024, the Company issued \$525 million aggregate principal amount of 6.75% Senior Secured Notes due 2029 (the 2029 Notes) pursuant to an indenture among the Company, as issuer, certain subsidiaries of the

Company named as guarantors, and U.S. Bank Trust Company, National Association, as trustee and as collateral agent. The 2029 Notes were sold to investors at 100% plus accrued interest, if any, from April 4, 2024 in a private transaction exempt from the registration requirements of the Securities Act. The net proceeds of the offering of the 2029 Notes were used to repay all of the Company's outstanding borrowings and accrued interest under the Term Loan B Facility and the Revolving Facility, and to pay fees and expenses in connection with the offering. During the second quarter of 2024, the Company recorded a non-cash pre-tax loss on extinguishment of \$20 million related to the scheduled maturity difference between the repayment amount and net carrying amount of the Term Loan B Facility, or any refinancing or replacement thereof which is included in the Interest expense line item on the Condensed Consolidated Statements of Operations.

On September 17, 2024, the Company issued \$450 million aggregate principal amount exceeding \$100 million that is secured pari passu with of 6.625% Senior Notes due 2032 (the 2032 Notes) pursuant to an indenture among the Revolving Facility Company, as issuer, certain subsidiaries of the Company named as guarantors, and U.S. Bank Trust Company, National Association, as trustee. The 2032 Notes were sold to investors at 100% plus accrued interest, if any, from September 17, 2024 in a private transaction exempt from the registration requirements of the Securities Act. The net proceeds of the offering of the 2032 Notes were used to repay all of the Company's outstanding borrowings under the Term Loan A Facility, to pay fees and matures on or prior to July 3, 2028.

Borrowings under expenses in connection with the Credit Agreement bear interest at varying rates, depending on offering, and for general corporate purposes. During the type third quarter of loan and, in some cases, the rates of designated benchmarks and the Company's related election. For borrowings under the Credit Agreement, 2024, the Company may choose among the following interest rates: (i) solely in the case recorded a non-cash pre-tax loss on extinguishment of U.S. dollar-denominated loans, an interest rate equal \$2 million related to the highest difference between the repayment amount and net carrying amount of (1) the prime rate in effect from time to time, (2) the federal funds effective rate in effect from time to time plus 0.5%, (3) adjusted term Secured Overnight Financing Rate (SOFR) (which includes a 0.10% credit spread adjustment to term SOFR) for a one month interest period plus 1.00%, and (4) 1.00%, in each case plus a rate (x) with respect to the Revolving Facility and the Term Loan A Facility, ranging from 1.50% to 2.00% depending which is included in the Interest expense line item on the Company's consolidated net leverage ratio or (y) with respect Condensed Consolidated Statements of Operations.

Refer to the Term Loan B Facility, 3.00%; or (ii) an interest rate equal to (1) solely in the case of U.S. dollar-

35

denominated loans, adjusted term SOFR, (2) solely in the case of euro-denominated loans, Euro Interbank Offered Rate (EURIBOR), or (3) solely in the case of pound sterling-denominated loans, adjusted Sterling Overnight Index Average Reference Rate (SONIA) (which includes a 0.0326% credit spread adjustment to SONIA), as applicable, in each case Note 12. "Notes Payable and Debt" for the applicable interest period plus a rate (x) with respect to adjusted term SOFR for the Revolving Facility and the Term Loan A Facility, EURIBOR and SONIA, ranging from 2.50% to 3.00% depending further information on our consolidated net leverage ratio, and (y) with respect to adjusted term SOFR for the Term Loan B Facility, 4.00%. Additionally, the Company will pay a quarterly commitment fee based on the actual daily amount of the available Revolving Facility commitment.

As of December 31, 2023, the Company had \$75 million of outstanding borrowings under the Revolving Facility. The Credit Agreement contains customary covenants relating to us and our subsidiaries concerning, among other things, investments, dispositions of assets, indebtedness, liens on assets, and dividends and other distributions. Solely in respect of the Revolving Facility and the Term Loan A Facility, the Credit Agreement, also contains financial covenants requiring (i) the consolidated net leverage ratio of the Company, determined as of the end of each fiscal quarter, not to exceed 3.00 to 1.00 (or, at our election and subject to certain conditions, 3.50 to 1.00 for the period in which such election is made 2029 Notes and the next succeeding testing period and, thereafter, 3.25 to 1.00 for the next two succeeding testing periods) and (ii) the consolidated interest coverage ratio of the Company, determined as of the end of each fiscal quarter, to be at least 3.00 to 1.00. The Company was in compliance with all covenants as of December 31, 2023, 2032 Notes.

Other Sources of Liquidity and Capital

To manage liquidity and fund operations prior to the Spin-Off, we participated in BorgWarner's cash pooling arrangements and BorgWarner has participated in our cash pooling arrangements. Any balances owed to the Company from BorgWarner as a result of these cash arrangements that were anticipated to be settled in cash were reflected as Receivables, net and Investments and long-term receivables. Any balances due from the Company to BorgWarner as a result of these cash arrangements that were anticipated to be settled in cash were reflected as Other non-current liabilities. Certain other cash pooling balances that were not anticipated to be settled in cash are presented within Former Parent investment in our Consolidated Financial Statements included elsewhere in this Form 10-K.

We utilize certain arrangements with various financial institutions to sell eligible trade receivables from certain customers in North America and Europe. We may terminate any or all of these arrangements at any time subject to prior written notice. While we do not depend on these arrangements for our liquidity, if we elected to terminate these arrangements, there would be a one-time unfavorable timing impact on the collection of the outstanding receivables. During the year ended December 31, 2024, the Company sold \$122 million of receivables under these arrangements.

As of December 31, 2023 December 31, 2024 the Company had cash and cash equivalent balance of \$365 \$484 million, of which \$347 million \$409 million was held by our subsidiaries outside of the United States. We believe our existing cash and cash flows generated from operations and indebtedness incurred in conjunction with the Spin-Off discussed below revolving credit facility will be responsive to the needs of our current and planned operations for at least the next 12 months and the foreseeable future thereafter.

On August 31, 2023 February 1, 2024, May 9, 2024, August 1, 2024 and November 15, 2023 November 14, 2024, the Company's Board of Directors declared quarterly cash dividends of \$0.25 per share of common stock. These dividends were paid on September 22, 2023 March 15, 2024, June 14, 2024, September 13, 2024 and December 15, 2023 December 13, 2024, respectively. On February 1, 2024 February 13, 2025, the Company's Company announced that its Board of Directors declared an increased quarterly cash dividends dividend of \$0.25 \$0.27 per share of common stock, payable on March 15, 2024 March 14, 2025.

The Company has a credit rating of BB+ from Standard & Poor's and Ba1 from Moody's. The current outlook from both Standard & Poor's and Moody's is stable. None of the Company's debt agreements require accelerated repayment in the event of a downgrade in credit ratings.

Cash Flows

Operating Activities

Net cash provided by operating activities was \$250 million \$308 million and \$303 million \$250 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The decrease increase for the year ended December 31, 2023 December 31, 2024, compared with the year ended December 31, 2022 December 31, 2023, was primarily due to lower improved working capital and higher net earnings partially offset by improved working capital.

36

adjusted for non-cash items.

Investing Activities

Net cash used in investing activities was \$150 million \$101 million and \$105 million \$150 million in the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. As a percentage of sales, capital expenditures were 4.3% 3.1% and 3.2% 4.3% for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively.

34

Financing Activities

Net cash used in financing activities was \$96 million during the year ended December 31, 2024 compared to net cash provided by financing activities was of \$20 million during in the year ended December 31, 2023 compared to net. Net cash used in financing activities of \$185 million in the year ended December 31, 2022. Net cash provided by financing activities during the year ended December 31, 2023 December 31, 2024 was primarily related to external borrowings, the repayment of Term Loan A and Term Loan B Facilities, stock repurchases, dividend payments to PHINIA stockholders, largely offset by payments to Former Parent, the issuances of the 2029 Notes and 2032 Notes.

Contractual Obligations

The Company's significant cash requirements for contractual obligations as of December 31, 2023 December 31, 2024, primarily consisted of the principal and interest payments on its notes payable and long-term debt, non-cancelable lease obligations, and capital spending obligations. The principal amount of revolving credit facility, notes payable and long-term debt was \$822 million \$1,001 million as of December 31, 2023 December 31, 2024. The projected interest payments over the terms of that debt were \$343 million \$399 million as of December 31, 2023 December 31, 2024. Refer to Note 13, 12, "Notes Payable and Debt," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information.

As of December 31, 2023 December 31, 2024, non-cancelable lease obligations were \$70 million \$62 million. Refer to Note 21, 19, "Leases and Commitments," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information. Capital spending obligations were \$48 million \$51 million as of December 31, 2023 December 31, 2024.

Management believes that the combination of cash from operations, cash balances, and available credit facilities will be sufficient to satisfy the Company's cash needs for its current level of operations and its planned operations for the foreseeable future. Management will continue to balance the Company's needs for organic growth, inorganic growth, debt reduction, cash conservation and return of cash to shareholders.

Pension and Other Postretirement Employee Benefits

The Company's policy is to fund its defined benefit pension plans in accordance with applicable government regulations and to make additional contributions when appropriate. At December 31, 2023 December 31, 2024, all legal funding requirements had been met. The Company contributed \$5 million and \$3 million to its defined benefit pension plans in each of the years ended December 31, 2023 December 31, 2024 and 2022, respectively, 2023.

The Company expects to contribute a total of \$4 million \$5 million to \$8 million \$9 million into its defined benefit pension plans during 2024, 2025. Of the \$4 million \$5 million to \$8 million \$9 million in projected 2024 2025 contributions, \$2 million are contractually obligated, while any remaining payments would be discretionary.

The funded status of all pension plans was a net unfunded position of \$113 million and \$133 million at December 31, 2024 and \$79 million at December 31, 2023 and 2022, 2023, respectively. The increase decrease in the net unfunded position was a result of lower asset returns, higher discount rates, partially offset by higher discount rates, lower asset returns.

The Company believes it will be able to fund the requirements of these plans through cash generated from operations or other available sources of financing for the foreseeable future.

Refer to Note 17, 15, "Retirement Benefit Plans," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding costs and assumptions for employee retirement benefits.

OTHER MATTERS

Contingencies

In the normal course of business, the Company is party to various commercial and legal claims, actions and complaints, including matters involving warranty claims, intellectual property claims, governmental investigations and related proceedings, including relating to alleged or actual violations of vehicle emissions standards, general liability and various other risks.

It is not possible to predict with certainty whether or not the Company will ultimately be successful in any of these commercial and legal matters or, if not, what the impact might be. The Company records accruals for outstanding legal matters when it believes it is probable that a loss will be incurred and the amount can be reasonably estimated. The Company evaluates, on a quarterly basis, developments in commercial and legal matters that could affect the amount of any accrual and developments that would make a loss contingency both probable and reasonably estimable. If a loss contingency is not both probable and reasonably estimable, the Company does not

35

establish an accrued liability. Except as set forth below, the Company's management does not expect that an adverse outcome in any of these commercial and legal claims, actions and complaints that are currently pending will have a material adverse effect on the Company's results of operations, financial position or cash flows. An adverse outcome could, nonetheless, be material to the results of operations, financial position or cash flows.

37 BorgWarner Dispute

In September 2024, the Former Parent filed a claim against the Company in Delaware Superior Court seeking, *inter alia*, a judicial declaration that the Company is obligated under the Tax Matters Agreement to remit to the Former Parent monies refunded, or to be refunded, to the Company from tax authorities that relate to certain indirect tax payments made prior to the Spin-Off. In November 2024, the Company filed, in Delaware Superior Court, a response to the Former Parent's claim and asserted a number of counterclaims and, in December 2024, the Former Parent filed a motion to dismiss the Company's counterclaims. The Former Parent's motion is pending. The Company believes it has meritorious arguments in response to the Former Parent's claim and with respect to its own claims, however, the Company is unable to determine the ultimate outcome of this matter or determine an estimate of potential losses. It is reasonably possible, but not probable, that the resolution of this matter could have a material adverse effect on the Company's financial position, results of operations and/or cash flows.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States (GAAP). In preparing these financial statements, management has made its best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. Critical accounting policies are those that are most important to the portrayal of the Company's financial condition and results of operations. Some of these policies require management's most difficult, subjective or complex judgments in the preparation of the financial statements and accompanying notes. Management makes estimates and assumptions about the effect of matters that are inherently uncertain, relating to the reporting of assets, liabilities, revenues, expenses and the disclosure of contingent assets and liabilities. The Company's most critical accounting policies are discussed below.

Impairment of long-lived assets, including definite-lived intangible assets The Company reviews the carrying value of its long-lived assets, whether held for use or disposal, including other amortizing intangible assets, when events and circumstances warrant such a review under Accounting Standards Codification (ASC) Topic 360. In assessing long-lived assets for an impairment loss, assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. In assessing long-lived assets for impairment, management generally considers individual facilities to be the lowest level for which identifiable cash flows are largely independent. A recoverability review is performed using the undiscounted cash flows if there is a triggering event. If the undiscounted cash flow test for recoverability identifies a possible impairment, management will perform a fair value analysis. Management determines fair value under ASC Topic 820 using the appropriate valuation technique of market, income or cost approach. If the carrying value of a long-lived asset is considered impaired, an impairment charge is recorded for the amount by which the carrying value of the long-lived asset exceeds its fair value.

Management believes that the estimates of future cash flows and fair value assumptions are reasonable; however, changes in assumptions underlying these estimates could affect the valuations. Significant judgments and estimates used by management when evaluating long-lived assets for impairment include (1) an assessment as to whether an adverse event or circumstance has triggered the need for an impairment review; (2) undiscounted future cash flows generated by the asset; and (3) fair valuation of the asset. Events and conditions that could result in impairment in the value of long-lived assets include changes in the industries in which the Company operates, particularly the impact of a downturn in the global economy, as well as competition and advances in technology, adverse changes in the regulatory environment, or other factors leading to reduction in expected long-term sales or profitability.

Goodwill and other indefinite-lived intangible assets The Company's goodwill is tested for impairment annually in the fourth quarter for all reporting units, and more frequently if events or circumstances warrant such a review. The Company first assesses qualitative factors, such as macroeconomic conditions, industry and market conditions, cost factors, relevant events and financial trends, that may impact a reporting unit's fair value. Using this qualitative assessment, the Company determines whether it is more-likely-than-not the reporting unit's fair value exceeds its carrying value. If it is determined that it is not more-likely-than-not the reporting unit's fair value exceeds the carrying value, or upon consideration of other factors, including recent acquisition, restructuring or disposal activity or to refresh the fair values, the Company performs a quantitative goodwill impairment analysis. In addition, the Company

36

may test goodwill in between annual test dates if an event occurs or circumstances change that could more-likely-than-not reduce the fair value of a reporting unit below its carrying value.

The Company has definite-lived intangible assets related to developed technology and customer relationships. The Company amortizes definite-lived intangible assets over their estimated useful lives. The Company also has intangible assets related to acquired trade names that are classified as indefinite-lived when there are no foreseeable limits on the periods of time over which they are expected to contribute cash flows. Costs to renew or extend the term of acquired intangible assets are recognized as **expense as expenses are incurred.**

Similar to goodwill, the Company can elect to perform the impairment test for indefinite-lived intangibles other than goodwill (trade names) using a qualitative analysis, considering similar factors as outlined in the goodwill discussion in order to determine if it is more-likely-than-not that the fair value of the intangibles are less than the respective carrying values. If the Company elects to perform or is required to perform a quantitative analysis, the test consists of a comparison of the fair value of the indefinite-lived intangible asset to the carrying value of the asset as of the impairment testing date. The Company estimates the fair value of indefinite-lived intangibles using the relief-from-royalty method, which it believes is an appropriate and widely used valuation technique for such assets. The fair value derived from the relief-from-royalty method is measured as the discounted cash flow savings realized from owning such trade names and not being required to pay a royalty for their use.

38

Refer to Note [11](#) [10](#), "Goodwill and Other Intangibles," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding goodwill.

Product warranties The Company provides warranties on some, but not all, of its products sold to OEMs. The warranty terms are typically from one to three years. Provisions for estimated expenses related to product warranty are made at the time products are sold. These estimates are established using historical information about the nature, frequency and average cost of warranty claim settlements as well as product manufacturing and industry developments and recoveries from third parties. Management actively studies trends of warranty claims and takes action to improve product quality and minimize warranty claims. Costs of product recalls, which may include the cost of the product being replaced as well as the customer's cost of the recall, including labor to remove and replace the recalled part, are accrued as part of the Company's warranty accrual at the time an obligation becomes probable and can be reasonably estimated. Management believes that the warranty accrual is appropriate; however, actual claims incurred could differ from the original estimates, requiring adjustments to the accrual:

		Year Ended December 31,		
(in millions)	(in millions)	2023	2022	(in millions)
Net sales				2024 2023
Warranty provision				
Warranty provision as a percentage of net sales	Warranty provision as a percentage of net sales	1.2 %	1.2 %	Warranty provision as a percentage of net sales 1.4 % 1.2 %

The sensitivity to a 25 basis-point change (as a percentage of net sales) in the assumed warranty trend on the Company's accrued warranty liability was approximately \$9 million.

At [December 31, 2023](#) [December 31, 2024](#), the total accrued warranty liability was [\\$56 million](#) [\\$61 million](#). The accrual is represented as [\\$30 million](#) [\\$36 million](#) in Other current liabilities and [\\$26 million](#) [\\$25 million](#) in Other non-current liabilities on the Consolidated Balance Sheets.

Refer to Note [12](#) [11](#), "Product Warranty," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding product warranties.

Pension The Company provides pension benefits to a number of its current and former employees. The Company's defined benefit pension plans are accounted for in accordance with ASC Topic 715. The determination of the Company's obligation and expense for its pension is dependent on certain assumptions used by actuaries in calculating such amounts. Certain assumptions, including the expected long-term rate of return on plan assets, discount rate and rates of increase in compensation are described in Note [18](#), [15](#), "Retirement Benefit Plans," to the Consolidated Financial Statements in this Form 10-K. The effects of any modification to those assumptions, or actual results that differ from assumptions used, are either recognized immediately or amortized over future periods in accordance with GAAP.

The primary assumptions affecting the Company's accounting for employee benefits under ASC Topic 715 as of [December 31, 2023](#) [December 31, 2024](#) are as follows:

- **Expected long-term rate of return on plan assets:** The expected long-term rate of return is used in the calculation of net periodic benefit cost. The required use of the expected long-term rate of return on plan assets may result in recognized returns that are greater or less than the actual returns on those plan assets in any

37

given year. Over time, however, the expected long-term rate of return on plan assets is designed to approximate actual earned long-term returns. The expected long-term rate of return for pension assets has been determined based on various inputs, including historical returns for the different asset classes held by the Company's trusts and its asset allocation, as well as inputs from internal and external sources regarding expected capital market return, inflation and other variables. The Company also considers the impact of active management of the plans' invested assets. In determining its pension expense for the year ended [December 31, 2023](#) [December 31, 2024](#), the Company used long-term rates of return on plan assets ranging from [2.3%](#) [2.5%](#) to [7.8%](#) [8.0%](#).

Actual returns on U.K. pension assets were [2.4%](#) [\(6.2\)%](#) and [\(35.3\)%](#) [2.4%](#) for the years ended [December 31, 2023](#) [December 31, 2024](#) and [2022](#), [2023](#), respectively, compared to the expected rate of return assumption of [5.5%](#) [5.25%](#) and [4.3%](#) [5.5%](#), respectively, for the same years ended.

- Discount rate:** The discount rate is used to calculate pension obligations. In determining the discount rate, the Company utilizes a full-yield approach in the estimation of service and interest components by applying the specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. For its significant plans, the Company used discount rates ranging from 2.0% 1.7% to 23.3% 22.3% to determine its pension obligations as of December 31, 2023 December 31, 2024, including weighted average discount rates of 5.0%

39

(including 4.6% 5.9% (including 5.6% in the U.K.). The U.K. discount rate reflects the fact that the pension plan has been closed for new participants.

While the Company believes that these assumptions are appropriate, significant differences in actual experience or significant changes in these assumptions may materially affect the Company's pension and its future expense.

The sensitivity to a 25 basis-point change in the assumptions for expected return on assets related to 2025 pre-tax pension expense for Company sponsored pension plans is expected to be \$2 million. The sensitivity to a 25 basis-point change in the assumptions for discount rate related to 2023 2025 pre-tax pension expense for Company sponsored pension plans is expected to be negligible.

The following table illustrates the sensitivity to a change in assumptions for expected the discount rate of return on assets related to 2023 pre-tax pension expense and on its pension obligations for Company sponsored pension plans: plans on its pension obligations:

(in millions)	Impact on expected return on plan		Impact on PBO
	assets		
25 basis point decrease in discount rate	\$ 2	\$ 31	
25 basis point increase in discount rate	\$ (2)	\$ (29)	
(in millions)		Impact on PBO	
25 basis point decrease in discount rate		\$ 23	
25 basis point increase in discount rate		\$ (22)	

Refer to Note 17 15, "Retirement Benefit Plans," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding the Company's retirement benefit plans.

Income taxes The Company accounts for income taxes in accordance ASC Topic 740 (ASC 740). Income taxes as presented in the Company's Consolidated Financial Statements have been allocated in a manner that is systematic, rational, and consistent with the broad principles of ASC 740. For periods ended on or prior to July 3, 2023, the Company's operations have been included in the Former Parent's U.S. federal consolidated tax return, certain foreign tax returns, and certain state tax returns. For the purposes of these financial statements, the Company's income tax provision was computed as if the Company filed separate tax returns (i.e., as if the Company had not been included in the consolidated income tax return group with the Former Parent). The separate-return method applies ASC 740 to the Consolidated Financial Statements of each member of a consolidated tax group as if the group member were a separate taxpayer. As a result, actual tax transactions included in the consolidated financial statements of the Former Parent may not be included in these Consolidated Financial Statements. Further, the Company's tax results as presented in the Consolidated Financial Statements may not be reflective of the results that the Company expects to generate in the future. Also, the tax treatment of certain items reflected in the Consolidated Financial Statements may not be reflected in the Consolidated Financial Statements and tax returns of the Former Parent. Items such as net operating losses, other deferred taxes, income taxes payable, liabilities for uncertain tax positions and valuation allowances may exist in the Consolidated Financial Statements that may or may not exist in the Former Parent's Consolidated Financial Statements.

For periods subsequent to July 3, 2023, these items are reported based on tax filings and tax attributes of the Company's legal entities. Indemnification assets and liabilities have been reported for amounts payable to or recoverable from the Former Parent under the Tax Matters Agreement for taxes associated with the period prior to the Spin-Off. The Tax Matters Agreement generally governs our and the Former Parent's respective rights, responsibilities and obligations after the distribution with respect to taxes for any tax period ending on or before the

38

distribution date, as well as tax periods beginning before and ending after the distribution date. Generally, the Former Parent is liable for all pre-distribution U.S. income taxes, foreign income taxes, certain non-income taxes attributable to our business, and liabilities for taxes that were incurred as a result of restructuring activities undertaken to effectuate the separation. The Company is generally liable for all other taxes attributable to its business.

In accordance with ASC 740, the Company's income tax expense is calculated based on expected income and statutory tax rates in the various jurisdictions in which the Company operates and requires the use of management's estimates and judgments. Accounting for income taxes is complex, in part because the Company conducts business globally and, therefore, files income tax returns in numerous tax jurisdictions. Management judgment is required in determining the Company's worldwide provision for income taxes and recording the related assets and liabilities, including accruals for unrecognized tax benefits and assessing the need for valuation allowances.

The determination of accruals for unrecognized tax benefits includes the application of complex tax laws in a multitude of jurisdictions across the Company's global operations. Management judgment is required in determining the gross unrecognized tax benefits' related liabilities. In the ordinary course of the Company's business, there are many transactions and calculations where the ultimate tax determination is less than certain. Accruals for unrecognized tax benefits are established when, despite the belief that tax positions are supportable, there remain certain positions that do not meet the minimum probability threshold, which is a tax position that is **more-likely-than-**

40

not more-likely-than-not to be sustained upon examination by the applicable taxing authority. The Company has certain U.S. state income tax returns and certain non-U.S. income tax returns that are currently under various stages of audit by applicable tax authorities. At **December 31, 2023** **December 31, 2024**, the Company had a liability for tax positions the Company estimates are not more-likely-than-not to be sustained based on the technical merits, which is included in other non-current liabilities. Nonetheless, the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts accrued for each year.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

The Company records valuation allowances to reduce the carrying value of deferred tax assets to amounts that it expects are more-likely-than-not to be realized. The Company assesses existing deferred tax assets, net operating losses, and tax credits by jurisdiction and expectations of its ability to utilize these tax attributes through a review of past, current and estimated future taxable income and tax planning strategies.

Estimates of future taxable income, including income generated from prudent and feasible tax planning strategies resulting from actual or planned business and operational developments, could change in the near term, perhaps materially, which may require the Company to consider any potential impact to the assessment of the recoverability of the related deferred tax asset. Such potential impact could be material to the Company's consolidated financial condition or results of operations for an individual reporting period.

The Organization for Economic Co-operation and Development (OECD) has a framework to implement a global minimum corporate tax of 15% for companies with global revenues and profits above certain thresholds (referred to as Pillar 2), with certain aspects of Pillar 2 effective January 1, 2024 and other aspects effective January 1, 2025. While it is uncertain whether the U.S. will enact legislation to adopt Pillar 2, certain countries in which the Company operates have adopted legislation, and other countries are in the process of introducing legislation to implement Pillar 2. **The Company** **Pillar 2** does not expect Pillar 2 to have a material impact on its to the Company's effective tax rate or our consolidated results of operation, financial position or cash flows.

Refer to Note **6**, **5**, "Income Taxes," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding income taxes.

New Accounting Pronouncements

Refer to Note 1, "Summary of Significant Accounting Policies," to the Consolidated Financial Statements in Item 8 of this Form 10-K for more information regarding new applicable accounting pronouncements.

39

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The Company's primary market risks include fluctuations in interest rates and currency exchange rates. The Company is also affected by changes in the prices of commodities used or consumed in its manufacturing operations. Some of its commodity purchase price risk is covered by supply agreements with customers and suppliers. Other commodity purchase price risk is occasionally addressed by hedging strategies, which include forward contracts. The Company enters into derivative instruments only with high-credit-quality counterparties and diversifies its positions across such counterparties to reduce its exposure to credit losses. The Company does not engage in any derivative instruments for purposes other than hedging specific operating risks.

The Company has established policies and procedures to manage sensitivity to interest rate, currency exchange rate and commodity purchase price risk, which include monitoring the level of exposure to each market risk. For quantitative disclosures about market risk, refer to Note **16**, **14**, "Financial Instruments," to the Consolidated Financial Statements in Item 8 of this Form 10-K for information with respect to **interest rate risk**, **currency exchange rate risk** and **commodity purchase price risk**.

Interest Rate Risk

Interest rate risk refers to the possibility that the Company may incur economic losses due to adverse changes in interest rates. The Company manages its interest rate risk by monitoring its exposure to fixed and variable rates while attempting to optimize its interest costs. The Company maintains a written policy that permits the use of

41

financial derivative instruments to mitigate the financial impact attributable to changes in interest rates. At December 31, 2023, the Company had no outstanding derivative transactions related to interest rate risk management. A 50 basis points increase or decrease in the interest rates on our variable rate debt outstanding at December 31, 2023 would be a \$4 million increase or decrease in interest expense. For information regarding the levels of indebtedness subject to interest rate fluctuation, refer to Note 13, "Notes Payable and Debt," to the Consolidated Financial Statements in Item 8 of this Form 10-K.

Currency Exchange Rate Risk

Currency exchange rate risk refers to the possibility that the Company may incur economic losses due to adverse changes in currency exchange rates. The Company operates globally and transacts in multiple currencies in addition to its reporting currency, the U.S. dollar. Although the Company generally uses the national or regional currency as the functional currency of its local entities, the Company has a significant amount of transactions in non-functional currency denominations including U.S. Dollar, Euro, Chinese Renminbi, Great British Pound and Mexico Peso. Foreign currency exposures are reviewed periodically, and any natural offsets are considered prior to entering into a derivative financial instrument. The Company mitigates its currency exchange rate risk by establishing local production facilities and related supply chain participants in the markets it serves, by invoicing customers in the same currency as the source of the products and by funding some of its investments in foreign markets through local currency loans.

In addition, the Company executed an intercompany loan designated as a net investment hedge to mitigate specific exchange rate translation risk. As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company deferred a pre-tax loss of \$6 million \$11 million and \$4 million \$6 million, respectively, for the designated net investment hedge within the cumulative translation account within accumulated other comprehensive income, a component of total shareholders' equity.

Currency translation adjustments, including the impact of the net investment hedges discussed above, during the years ended December 31, 2023 December 31, 2024 and 2022, 2023, are shown in the following tables, which provide the percentage change in U.S. Dollars against the respective currencies and the approximate impacts of these changes recorded within other comprehensive income (loss) for the respective periods.

(in millions, except for percentages)

(in millions, except for percentages)

(in millions, except for percentages)

December 31, 2023

December 31, 2024

Brazilian Real

Euro

Chinese Renminbi

British Pound

Brazilian Real

India Rupee

Chinese Renminbi

Korean Won

(in millions, except for percentages)

(in millions, except for percentages)

December 31, 2022

December 31, 2023

Euro

British Pound

Brazilian Real

India Rupee

Chinese Renminbi

Euro

India Rupee

Brazilian Real

For additional information regarding the level of business outside the United States, which is subject to foreign currency exchange rate market risk, refer to Note 24, 22, "Reportable Segments and Related Information," to the Consolidated Financial Statements in Item 8 of this Form 10-K.

40

Commodity Price Risk

Commodity price risk is the possibility that the Company will incur economic losses due to adverse changes in the cost of raw materials used in the production of its products. The Company uses long-term contracts, cost sharing arrangements, design changes, customer buy programs, and limited financial instruments to help control costs wherever beneficial. Commodity forward and option contracts are occasionally executed to offset exposure to potential change in prices mainly for various non-ferrous metals and natural gas consumption used in the manufacturing of vehicle components. As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company had no outstanding commodity swap contracts.

Disclosure Regarding Forward-Looking Statements

The matters discussed in this Item 7 include forward looking forward-looking statements. See "Forward Looking Statements" "Cautionary Statement Regarding Forward-Looking Information" at the beginning of this Form 10-K.

43 41

Item 8. Financial Statements and Supplementary Data

Index to Financial Statements and Supplementary Data	Page No.
Report of Independent Registered Public Accounting Firm (PCAOB ID 238)	45 43
Consolidated Balance Sheets	47 45
Consolidated Statements of Operations	48 46
Consolidated Statements of Comprehensive (Loss) Income	49 47
Consolidated Statements of Cash Flows	50 48
Consolidated Statements of Equity	51 49
Notes to Consolidated Financial Statements	52 50

44 42

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of PHINIA Inc.

Opinion Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidatedbalance sheets of PHINIA Inc. and its subsidiaries (the "Company" "Company") as of December 31, 2023 December 31, 2024 and 2022, 2023, and the related consolidatedstatements of operations, of comprehensive (loss) income, of equity and of cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024, including the related notes (collectively referred to as the "consolidated" "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

financial statements"). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 December 31, 2024 and 2022, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinion Opinions

These The Company's management is responsible for these consolidatedfinancial statements, are the responsibility for maintaining effective internal control over financial reporting, and for its assessment of the Company's management, effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express an opinion opinions on the Company's consolidated financial statements and on the Company's internal control

over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable

43

assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment - Fuel Systems Reporting Unit

As described in Note 11.10 to the consolidated financial statements, the Company's net goodwill balance was \$499 million \$471 million as of December 31, 2023 December 31, 2024, and the net goodwill associated with the Fuel Systems reporting unit was \$61 million \$60 million. Management has determined that each of the reportable segments are each also a reporting unit. Management tests goodwill for impairment annually in the fourth quarter for all reporting units, and more frequently if events or circumstances warrant such a review. Management performed the two-step impairment quantitative testing during the fourth quarter of 2023 to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount 2024. The estimated fair value was determined using a combined income and market approach. The primary assumptions affecting management's quantitative impairment review are the discount rates, EBITDA margins, revenue growth rates, and market multiples.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the Fuel Systems reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the Fuel Systems reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the discount rate EBITDA margins and EBITDA margins; market multiples; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

45

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessments, including controls over the valuation of the Fuel Systems

reporting unit. These procedures also included, among others (i) testing management's process for developing the fair value estimate of the Fuel Systems reporting unit; (ii) evaluating the appropriateness of the income and market valuation approaches used by management; (iii) testing the completeness and accuracy of underlying data used in the income and market valuation approaches; and (iv) evaluating the reasonableness of the significant assumptions used by management related to the discount rate EBITDA margins and EBITDA margins, market multiples. Evaluating management's assumption related to EBITDA margins involved evaluating whether the assumption used by management was reasonable considering (i) the current and past performance of the Fuel Systems reporting unit; (ii) the consistency with external market and industry data; and (iii) whether the assumption was consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the income and market valuation approaches and (ii) the reasonableness of the discount rate market multiples assumption.

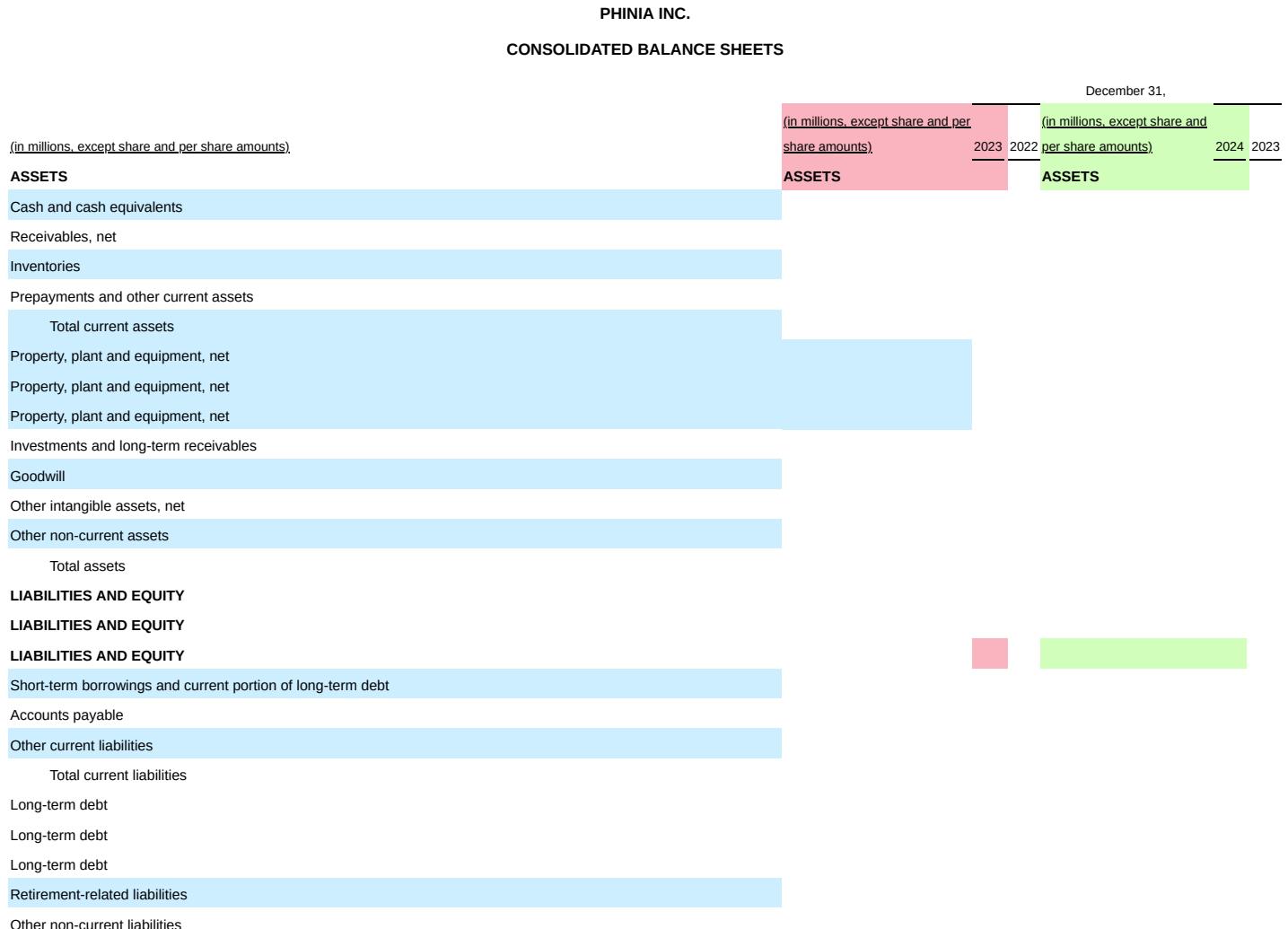
/s/ PricewaterhouseCoopers LLP

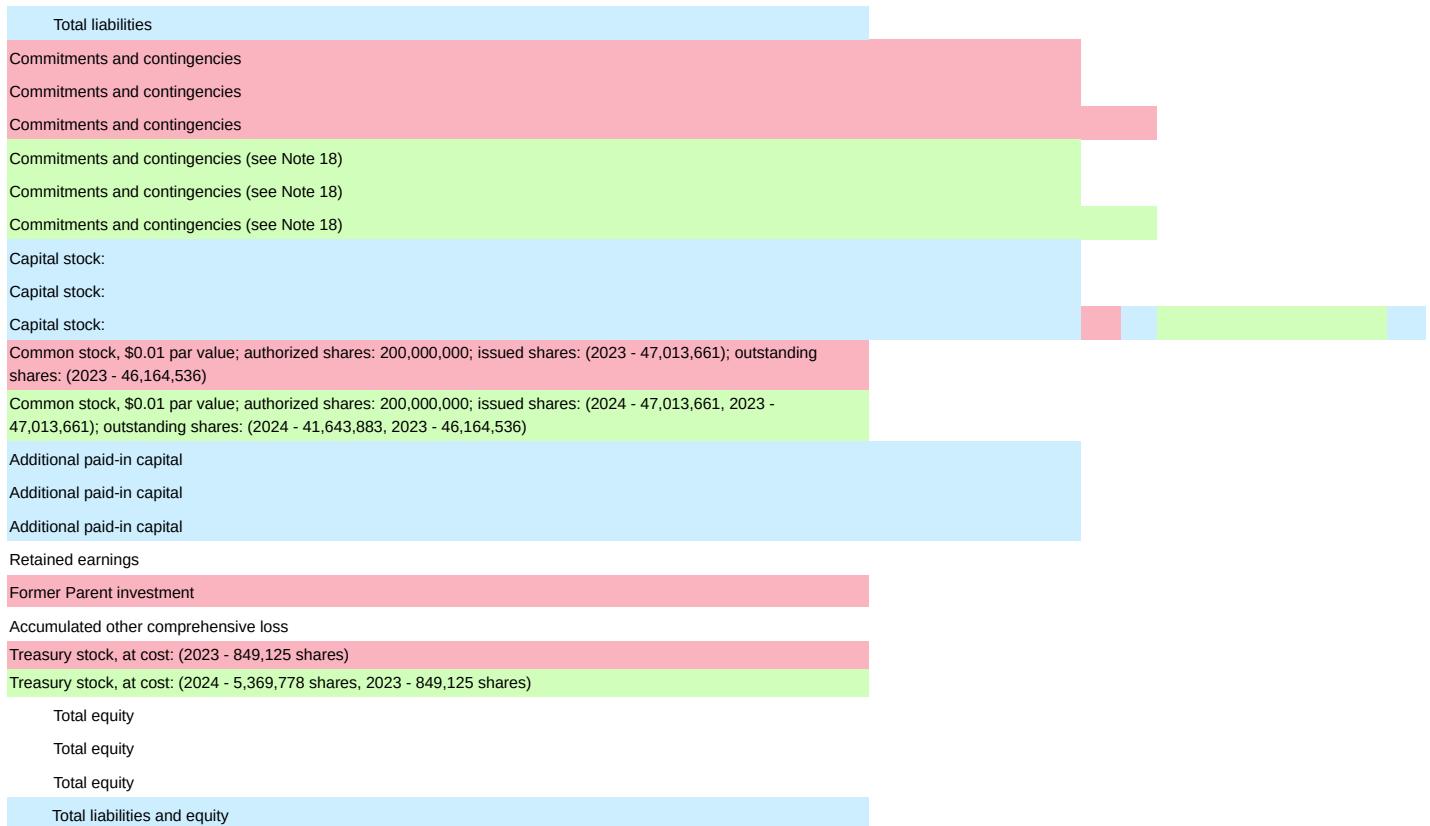
Detroit, Michigan

February 28, 2024 13, 2025

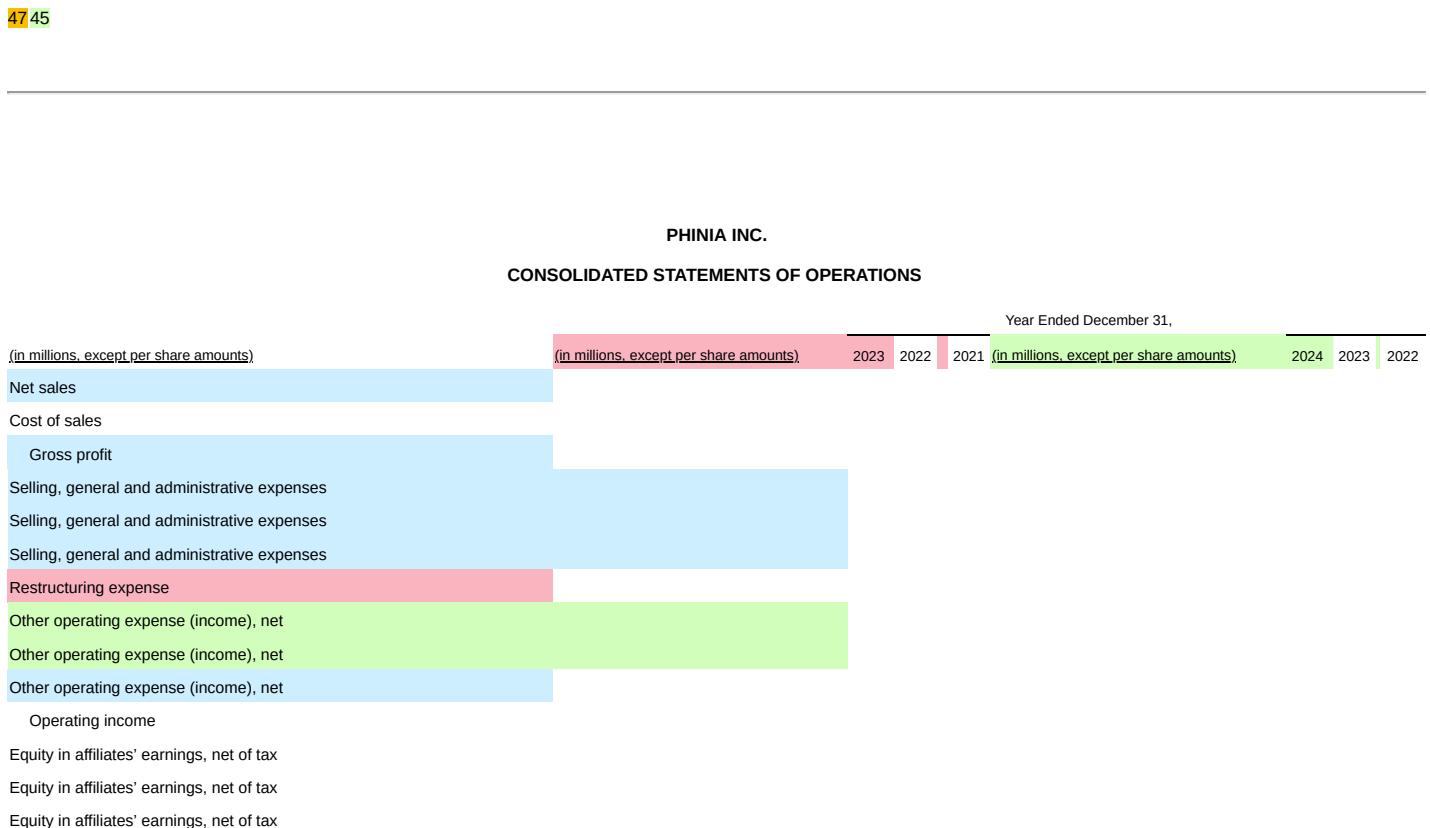
We have served as the Company's auditor since 2022.

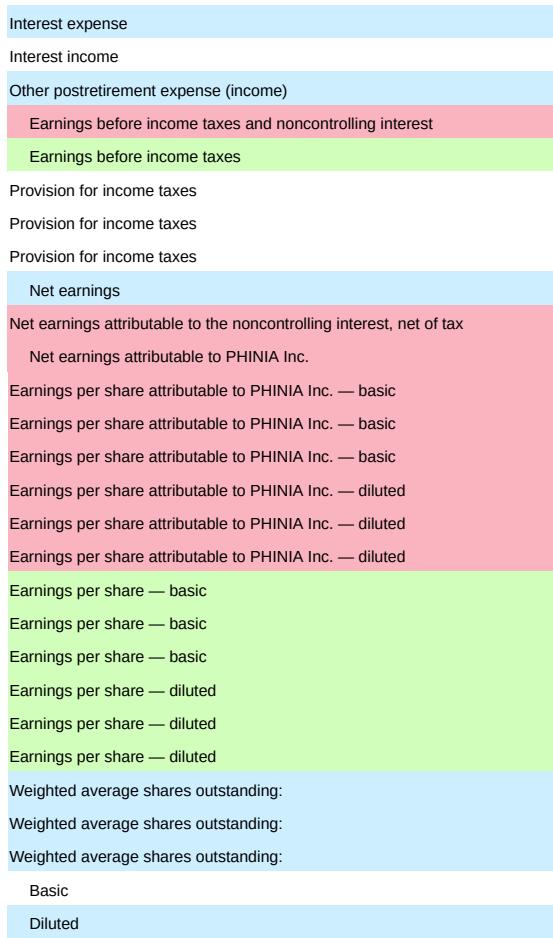
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See Accompanying Notes to Consolidated Financial Statements.





See Accompanying Notes to Consolidated Financial Statements.

4846

PHINIA INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(in millions)	Year Ended December 31,		
	2023	2022	2021
Net earnings attributable to PHINIA Inc.	\$ 102	\$ 262	\$ 152
Other comprehensive (loss) income			
Foreign currency translation adjustments ¹	(13)	(90)	(40)
Defined benefit postretirement plans ¹	(27)	(65)	128
Hedge instruments ¹	(3)	5	(2)
Total other comprehensive (loss) income attributable to PHINIA, Inc.	(43)	(150)	86
Comprehensive income attributable to PHINIA Inc.	59	112	238
Comprehensive income attributable to noncontrolling interest, net of tax	—	—	1
Comprehensive income	\$ 59	\$ 112	\$ 239

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME					
(in millions)				Year Ended December 31,	
	2024	2023	2022		
Net earnings	\$ 79	\$ 102	\$ 262		
Other comprehensive loss					
Foreign currency translation adjustments ¹	(95)	(13)	(90)		
Defined benefit postretirement plans ¹	9	(27)	(65)		
Hedge instruments ¹	—	(3)	5		
Total other comprehensive loss	(86)	(43)	(150)		
Comprehensive (loss) income	\$ (7)	\$ 59	\$ 112		

¹ Net of income taxes.

See Accompanying Notes to Consolidated Financial Statements.

4947

PHINIA INC.						
CONSOLIDATED STATEMENTS OF CASH FLOWS						
(in millions)	OPERATING	Year Ended December 31,				
		2023	2022	2021	(in millions)	2024
	OPERATING				OPERATING	2023
Net cash provided by operating activities (see Note 25)						
Net cash provided by operating activities (see Note 23)						
Net cash provided by operating activities (see Note 25)						
Net cash provided by operating activities (see Note 23)						
Net cash provided by operating activities (see Note 25)						
Net cash provided by operating activities (see Note 23)						
INVESTING	INVESTING				INVESTING	
Capital expenditures, including tooling outlays						
Insurance proceeds received for damage to property, plant and equipment						
Insurance proceeds received for damage to property, plant and equipment						
Insurance proceeds received for damage to property, plant and equipment						
Payments for investment in equity securities						
Payments for investment in equity securities						
Payments for investment in equity securities						
Proceeds from asset disposals and other, net						
Net cash used in investing activities						
FINANCING	FINANCING				FINANCING	
Proceeds from issuance of long-term debt, net of discount						
Payments for debt issuance costs						
Borrowings under Revolving Facility						



See Accompanying Notes to Consolidated Financial Statements

50 48

PHINIA INC.
CONSOLIDATED STATEMENTS OF EQUITY

Balance, December 31, 2021	
Net transfers to Former Parent	
Purchase of noncontrolling interest	
Net earnings	
Other comprehensive loss	

Balance, December 31, 2022	
Dividends declared (\$0.50 per share)	

Net transfers from Former Parent	
--	--

Spin-Off related adjustments	
---------------------------------	--

Reclassification of Former Parent's net investment and issuance of ordinary shares in connection with Spin-Off	
---	--

Share-based compensation expense	
--	--

Purchase of treasury stock	
-------------------------------	--

Net issuance of executive stock plan	
--	--

Net earnings	
--------------	--

Net earnings	
--------------	--

Net earnings	
--------------	--

Other comprehensive loss	
--------------------------------	--

Balance, December 31, 2023	
----------------------------------	--

Dividends declared (\$1.00 per share)	
---	--

Spin-Off related adjustments	
---------------------------------	--

Spin-Off related adjustments	
---------------------------------	--

Spin-Off related adjustments	
---------------------------------	--

Share-based compensation expense	
Purchase of treasury stock	
Excise tax on purchase of treasury stock	
Net issuance of executive stock plan	
Net earnings	
Net earnings	
Net earnings	
Other comprehensive loss	
Balance, December 31, 2024	

See Accompanying Notes to Consolidated Financial Statements.

51 49

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

INTRODUCTION

The accompanying Consolidated Financial Statements and notes present the consolidated statements of operations, balance sheets, and cash flows of PHINIA Inc. (together with its Consolidated Subsidiaries, (PHINIA or the Company) is a Delaware corporation incorporated in 2023.) PHINIA is a leader in the development, design and manufacture of integrated components and systems that are designed to optimize performance, increase efficiency and reduce emissions in combustion and hybrid propulsion for commercial vehicles and industrial applications (medium-duty and heavy-duty trucks, buses and other off-highway construction, marine, agricultural and industrial applications), light commercial vehicles (vans and trucks) and light passenger vehicles (passenger cars, trucks, vans mini-vans, cross-overs and sport-utility vehicles). The Company is a global supplier to most major original equipment manufacturers (OEMs) seeking to meet evolving and exceed increasingly stringent global regulatory requirements and satisfy consumer demands for an enhanced user experience. Additionally, the Company offers a wide range of original equipment service (OES) solutions and remanufactured products as well as an expanded range of products for the independent (non-OEM) aftermarket.

Transition to Standalone Company

On December 6, 2022, BorgWarner Inc., a manufacturer and supplier of automotive industry components and parts (BorgWarner, or Former Parent), announced plans for the complete legal and structural separation of its Fuel Systems and Aftermarket businesses by the spin-off of its wholly-owned subsidiary, PHINIA, which was formed on February 9, 2023 (the Spin-Off).

On July 3, 2023, BorgWarner completed the Spin-Off in a transaction intended to qualify as tax-free to the Company's BorgWarner's stockholders for U.S. federal income tax purposes, which was accomplished by the distribution of the outstanding common stock of PHINIA to holders of record of common stock of BorgWarner on a pro rata basis. Each holder of record of BorgWarner common stock received one share of PHINIA common stock for every five shares of BorgWarner common stock held on June 23, 2023, the record date. In lieu of fractional shares of PHINIA, BorgWarner stockholders received cash. As a result of these transactions, all of the assets, liabilities, and legal entities comprising BorgWarner's Fuel Systems and Aftermarket businesses are now owned directly, or indirectly through its subsidiaries, by PHINIA. PHINIA is an independent public company trading under the symbol "PHIN" on the New York Stock Exchange.

52
50

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following paragraphs briefly describe the Company's significant accounting policies.

Basis of presentation Prior to the Spin-Off on July 3, 2023, the historical financial statements of PHINIA were prepared on a stand-alone combined basis and were derived from BorgWarner's consolidated financial statements and accounting records as if the Fuel Systems and Aftermarket businesses of BorgWarner had been part of PHINIA for all periods presented. Accordingly, for periods prior to July 3, 2023, our financial statements are presented on a combined basis and for the periods subsequent to July 3, 2023 are presented on a consolidated basis (all periods hereinafter are referred to as "consolidated financial statements"). The Company's Consolidated Financial Statements were prepared in accordance with accounting principles in the United States of America (U.S. GAAP) pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). The balance sheet as of December 31, 2022 was derived from the audited financial statements as of that date.

Certain amounts for the prior periods presented were reclassified to conform to the current period presentation. Amounts that were previously presented as Due from BorgWarner, current and Due from BorgWarner, non-current are now presented within Receivables, net and Investments and long-term receivables, respectively. Amounts that were previously presented as Due to BorgWarner, current are now presented within Accounts payable and Other current liabilities. Amounts that were previously presented in Due to BorgWarner, non-current are now presented in Other non-current liabilities. The Company has also corrected for certain immaterial errors that impacted the consolidated balance sheet as of December 31, 2022.

Management makes estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and accompanying notes, as well as amounts of revenues and expenses reported during the periods covered by those financial statements and accompanying notes. The Consolidated Financial Statements may not be indicative of the Company's future performance and do not necessarily reflect what the financial position, results of operations, and cash flows would have been had it operated as a standalone company during the periods presented prior to the Spin-Off.

The Consolidated Statements of Operations include all revenues and costs directly attributable to the Company, including costs for facilities, functions, and services utilized. Costs for certain centralized functions and programs provided and administered by BorgWarner were charged directly to the Company prior to Spin-Off. These centralized functions and programs included, but were not limited to research and development and information technology.

A portion of BorgWarner's total corporate expenses were allocated to the Company for services rendered by BorgWarner prior to the Spin-Off. These expenses included the cost of corporate functions and resources, including, but not limited to, executive management, finance, accounting, legal, human resources, research and development and sales. Additionally, a portion of the Company's corporate expenses were allocated to BorgWarner for charges incurred related to subsidiaries of BorgWarner historically supported by the Company, primarily related to information technology. These expenses were allocated based on direct usage when identifiable or, when not directly identifiable, on the basis of proportional net revenues, legal entities, headcount or weighted-square footage, as applicable. The Company considers the basis on which the expenses have been allocated to reasonably reflect the utilization of services provided to, or the benefit received by, both the Company and BorgWarner during the periods presented. However, the allocations may not reflect the expenses the Company would have incurred if the Company had been a standalone company for the periods presented prior to July 3, 2023. The year ended December 31, 2023 included net corporate allocation expenses incurred prior to the Spin-Off totaling \$89 million. For the years year ended December 31, 2022 and 2021, net corporate allocation expenses totaled \$118 million and \$84 million, respectively. Corporate allocation expenses were primarily included in Selling, general and administrative expenses.

Use of estimates The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the accompanying notes, as well as the amounts of revenues and expenses reported during the periods covered by these financial statements and accompanying notes. Actual results could differ from those estimates.

53

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Principles of consolidation The Consolidated Financial Statements include all majority-owned subsidiaries with a controlling financial interest. All inter-company balances and transactions have been eliminated in consolidation.

Joint venture and equity securities The Company has an investment in one unconsolidated joint venture which was acquired as part of the acquisition of Delphi Technologies on October 1, 2020: venture: Delphi-TVS Diesel Systems Ltd (D-TVS), of which the Company owns 52.5%. This joint venture is a non-controlled affiliate in which the Company exercises significant influence but does not have a controlling financial interest and, therefore, is accounted for under the equity method. Although the Company is the majority owner, it does not have the ability to control significant decisions or management of the entity. The Company evaluated this investment under Accounting Standards Codification (ASC) Topic 810 and based on the following factors the Company does

51

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

not have the power to control the significant decisions of the entity and therefore does not have a controlling financial interest.

- Both partners appoint a managing director and these directors jointly manage all of the affairs of D-TVS, subject to supervision by the board of directors;
- The Company has only a 36% representation on the board of directors; and
- The construct of the board of directors prevents either party from having power/control as described in ASC Topic 810 because both parties lack the ability to directly and/or indirectly control governance and management of D-TVS through either its ownership interest or the board representation.

Generally, under the equity method, the Company's original investment is recorded at cost and subsequently adjusted by the Company's share of equity in income or losses. The carrying value of the Company's investment was ~~\$48~~ \$51 million and ~~\$44~~ \$48 million as of December 31, 2023 December 31, 2024 and ~~2022~~ 2023, respectively. The Company monitors its equity method investments for indicators of other-than-temporary declines in fair value on an ongoing basis. If such a decline has occurred, an impairment charge is recorded, which is measured as the difference between the carrying value and the estimated fair value. The Company's investment in this non-controlled affiliate is included within Investments and long-term receivables in the Consolidated Balance Sheets. The Company's share of equity in income or losses is included in Equity in affiliates' earnings, net of tax in the Consolidated Statements of Operations.

The Company also has certain investments for which it does not have the ability to exercise significant influence (generally when ownership interest is less than 20%). The Company's investment in these equity securities is included within Investments and long-term receivables in the Consolidated Balance Sheet.

Interests in privately held companies that do not have readily determinable fair values are accounted for using the measurement alternative under ASC Topic 321, which includes monitoring on an ongoing basis for indicators of impairments or upward adjustments. These equity securities are measured at cost less impairments, adjusted for observable price changes in orderly transactions for the identical or similar investment of the same issuer. If the Company determines that an indicator of impairment or upward adjustment is present, an adjustment is recorded, which is measured as the difference between carrying value and estimated fair value. Estimated fair value is generally determined using an income approach on discounted cash flows or negotiated transaction values.

Revenue recognition Revenue is recognized when performance obligations under the terms of a contract are satisfied, which generally occurs with the transfer of control of the products. For most products, transfer of control occurs upon shipment or delivery; however, a limited number of customer arrangements for highly customized products with no alternative use provide the Company with the right to payment during the production process. As a result, for these limited arrangements, revenue is recognized as goods are produced and control transfers to the customer using the input cost-to-cost method. Revenue is measured at the amount of consideration the Company expects to receive in exchange for transferring the goods. Although the Company may enter into long-term supply arrangements with its major customers, the prices and volumes are not fixed over the life of the arrangements, and a contract does not exist for purposes of applying ASC Topic 606 until volumes are contractually known.

Sales incentives and allowances (including returns) are recognized as a reduction to revenue at the time of the related sale. The Company estimates the allowances based on an analysis of historical experience. Taxes assessed by a governmental authority collected by the Company concurrent with a specific revenue-producing transaction are excluded from net sales. Shipping and handling fees billed to customers are included in sales, while costs of

54

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

shipping and handling are included in cost of sales. The Company has elected to apply the accounting policy election available under ASC Topic 606 and accounts for shipping and handling activities as a fulfillment cost.

The Company has a limited number of arrangements with customers where the price paid by the customer is dependent on the volume of product purchased over the term of the arrangement. In other arrangements, the Company will provide a rebate to customers based on the volume of products purchased during the course of the arrangement. The Company estimates the volumes to be sold over the term of the arrangement and recognizes revenue based on the estimated amount of consideration to be received from these arrangements.

52

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Refer to Note 2, "Revenue from Contracts with Customers," to the Consolidated Financial Statements for more information.

Cost of sales The Company includes materials, direct labor and manufacturing overhead within cost of sales. Manufacturing overhead is comprised of indirect materials, indirect labor, factory operating costs, warranty costs and other such costs associated with manufacturing products for sale.

Cash and cash equivalents Cash and cash equivalents are valued at fair market value. It is the Company's policy to classify all highly liquid investments with original maturities of three months or less as cash and cash equivalents. Cash and cash equivalents are maintained with several financial institutions. Cash and cash equivalents are primarily held in foreign locations. Deposits held with banks may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed upon demand and are maintained with financial institutions of reputable credit and, therefore, bear minimal risk.

Receivables, net and long-term receivables Accounts receivable and long-term receivables are stated at cost less an allowance for credit losses. An allowance for credit losses is recorded for amounts that may become uncollectible in the future. The allowance for credit losses is an estimate based on expected losses, current economic and market conditions, and a review of the current status of each customer's accounts receivable.

Sales of receivables are accounted for in accordance with the ASC Topic 860. Agreements which result in true sales of the transferred receivables, as defined in ASC Topic 860, which occur when receivables are transferred to a third party without recourse to the Company, are excluded from amounts reported in the Consolidated Balance Sheets. Cash proceeds received from such sales are included in operating cash flows. The expenses associated with receivables factoring are recorded in the Consolidated Statements of Operations within interest expense. Refer to Note 7, "Receivables, Net," to the Consolidated Financial Statements for more information.

Inventories Inventory is measured using first-in, first-out (FIFO) or average-cost methods at the lower of cost or net realizable value. Refer to Note 8, "Inventories," to the Consolidated Financial Statements for more information.

Pre-production costs related to long-term supply arrangements Engineering, research and development and other design and development costs for products sold on long-term supply arrangements are expensed as incurred unless the Company has a contractual guarantee for reimbursement from the customer. Costs for molds, dies and other tools used to make products sold on long-term supply arrangements for which the Company has title to the assets are capitalized in property, plant and equipment and amortized to cost of sales over the shorter of the term of the arrangement or over the estimated useful lives of the assets, typically three to five years. Costs for molds, dies and other tools used to make products sold on long-term supply arrangements for which the Company has a contractual guarantee for lump sum reimbursement from the customer are capitalized in Prepayments and other current assets.

Property, plant and equipment, net Property, plant and equipment is valued at cost less accumulated depreciation. Expenditures for maintenance, repairs and renewals of relatively minor items are generally charged to expense as incurred. Renewals of significant items are capitalized. Depreciation is generally computed on a straight-line basis over the estimated useful lives of the assets. Useful lives for buildings range from fifteen to forty years, and useful lives for machinery and equipment range from three to twelve years. For income tax purposes, accelerated methods of depreciation are generally used. Refer to Note 10, "Property, Plant and Equipment, Net," to the Consolidated Financial Statements for more information.

55

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Impairment of long-lived assets, including definite-lived intangible assets The Company reviews the carrying value of its long-lived assets, whether held for use or disposal, including other amortizable intangible assets, when events and circumstances warrant such a review under ASC Topic 360. In assessing long-lived assets for an impairment loss, assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. In assessing long-lived assets for impairment, management generally considers individual facilities to be the lowest level for which identifiable cash flows are largely independent. A recoverability review is performed using the undiscounted cash flows if there is a triggering event. If the undiscounted cash flow test for recoverability identifies a possible impairment, management will perform a fair value analysis. Management determines fair value under ASC Topic 820 using the appropriate

53

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

valuation technique of market, income or cost approach. If the carrying value of a long-lived asset is considered impaired, an impairment charge is recorded for the amount by which the carrying value of the long-lived asset exceeds its fair value.

Management believes that the estimates of future cash flows and fair value assumptions are reasonable; however, changes in assumptions underlying these estimates could affect the valuations. Significant judgments and estimates used by management when evaluating long-lived assets for impairment include (1) an assessment as to whether an adverse event or circumstance has triggered the need for an impairment review; (2) undiscounted future cash flows generated by the asset; and (3) fair valuation of the asset.

Goodwill and other indefinite-lived intangible assets During the fourth quarter of each year, the Company qualitatively assesses its goodwill. This qualitative assessment evaluates various events and circumstances, such as macroeconomic conditions, industry and market conditions, cost factors, relevant events and financial trends, that may impact

a reporting unit's fair value. Using this qualitative assessment, the Company determines whether it is more-likely-than-not the reporting unit's fair value exceeds its carrying value. If it is determined that it is not more-likely-than-not the reporting unit's fair value exceeds the carrying value, or upon consideration of other factors, including recent acquisition, restructuring or disposal activity or to refresh the fair values, the Company performs a quantitative goodwill impairment analysis. In addition, the Company **may test** also tests goodwill in between annual test dates if an event occurs or circumstances change that could more-likely-than-not reduce the fair value of a reporting unit below its carrying value.

The Company has definite-lived intangible assets related to developed technology and customer relationships. The Company amortizes definite-lived intangible assets over their estimated useful lives. The Company also has intangible assets related to acquired trade names that are classified as indefinite lived when there are no foreseeable limits on the periods of time over which they are expected to contribute cash flows. Costs to renew or extend the term of acquired intangible assets are recognized as **expense** as **expenses** are incurred.

Similar to goodwill, the Company can elect to perform the impairment test for indefinite-lived intangibles other than goodwill (trade names) using a qualitative analysis, considering similar factors as outlined in the goodwill discussion in order to determine if it is more-likely-than-not that the fair value of the intangibles are less than the respective carrying values. If the Company elects to perform or is required to perform a quantitative analysis, the test consists of a comparison of the fair value of the indefinite-lived intangible asset to the carrying value of the asset as of the impairment testing date. The Company estimates the fair value of indefinite-lived intangibles using the relief-from-royalty method, which it believes is an appropriate and widely used valuation technique for such assets. The fair value derived from the relief-from-royalty method is measured as the discounted cash flow savings realized from owning such trade names and not being required to pay a royalty for their use.

Refer to Note **11, 10**, "Goodwill and Other Intangibles," to the Consolidated Financial Statements for more information.

Product warranties The Company provides warranties on some, but not all, of its products. The warranty terms are typically from one to three years. Provisions for estimated expenses related to product warranty are made at the time products are sold. These estimates are established using historical information about the nature, frequency and average cost of warranty claim settlements as well as product manufacturing and industry developments and recoveries from third parties. Management actively studies trends of warranty claims and takes action to improve product quality and minimize warranty claims. Costs of product recalls, which may include the cost of the product being replaced as well as the customer's cost of the recall, including labor to remove and replace the recalled part, are accrued as part of the Company's warranty accrual at the time an obligation becomes probable and can be

56

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

reasonably estimated. Management believes that the warranty accrual is appropriate; however, in certain cases, initial customer claims exceed the amount accrued. Facts may become known related to these claims that may result in additional losses that could be material to the Company's results of operations or cash flows. The product warranty accrual is allocated to current and non-current liabilities in the Consolidated Balance Sheets.

Refer to Note **12, 11**, "Product Warranty," to the Consolidated Financial Statements for more information.

Other loss accruals and valuation allowances The Company has numerous other loss exposures, such as customer claims, workers' compensation claims, litigation and recoverability of certain assets. Establishing loss accruals or valuation allowances for these matters requires the use of estimates and judgment in regard to the risk exposure and ultimate realization. The Company estimates losses using consistent and appropriate methods;

54

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

however, changes to its assumptions could materially affect the recorded accrued liabilities for loss or asset valuation allowances.

Environmental contingencies The Company accounts for environmental costs in accordance with ASC Topic 450, "Contingencies." Costs related to environmental assessments and remediation efforts at operating facilities are accrued when it is probable that a liability has been incurred and the amount of that liability can be reasonably estimated. Estimated costs are recorded at undiscounted amounts, based on experience and assessments and are regularly evaluated. The liabilities are recorded in Other current and Other non-current liabilities in the Company's Consolidated Balance Sheets and are not material.

Refer to Note **20, 18**, "Contingencies," to the Consolidated Financial Statements for more information.

Government grants The Company periodically receives government grants representing assistance provided by a government. These government grants are generally received in cash and typically provide reimbursement related to acquisition of property and equipment, product development or local governmental economic relief. The government grants are

generally amortized using a systematic and rational method over the life of the grant. As of December 31, 2023 and 2022, the Company recorded government grant related liabilities of \$1 million in Other current liabilities in the Company's Consolidated Balance Sheets. As of December 31, 2024 and \$6 million in Other non-current liabilities, respectively, in the Company's Consolidated Balance Sheets. During the years ended December 31, 2023 December 31, 2024 and 2022, the Company recorded \$21 million \$28 million and \$16 million \$21 million of government grant-related credits in Selling, general and administrative expenses, respectively, and \$1 million \$2 million and \$2 million \$1 million in Cost of sales, respectively, in the Company's Consolidated Statement of Operations.

Derivative financial instruments The Company recognizes that certain normal business transactions and foreign currency operations generate risk. Examples of risks include exposure to exchange rate risk related to transactions denominated in currencies other than the functional currency, changes in commodity costs and interest rates. It is the objective of the Company to assess the impact of these transaction risks and consider mitigating such risks through various methods, including financial derivatives. Virtually all The majority of derivative instruments held by the Company are designated as hedges, have high correlation with the underlying exposure and are highly effective in offsetting underlying price movements. Accordingly, gains and losses from changes in qualifying hedge fair values are matched with the underlying transactions. Hedge instruments are generally reported gross, with no right to offset, on the Consolidated Balance Sheets at their fair value based on quoted market prices for contracts with similar maturities. The Company does not engage in any derivative transactions for purposes other than hedging specific operational risks.

Refer to Note 16, "Financial Instruments," to the Consolidated Financial Statements for more information.

Foreign currency The financial statements of foreign subsidiaries are translated to U.S. Dollars using the period-end exchange rate for assets and liabilities and an average exchange rate for each period for revenues, expenses and capital expenditures. The local currency is the functional currency for substantially all of the Company's foreign subsidiaries. Translation adjustments for foreign subsidiaries are recorded as a component of Accumulated other comprehensive (loss) income in equity. The Company recognizes transaction gains and losses arising from fluctuations in currency exchange rates on transactions denominated in currencies other than the functional currency in earnings as incurred.

Refer to Note 19, "Accumulated Other Comprehensive Loss," to the Consolidated Financial Statements for more information.

57

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Pensions The Company's defined benefit pension plans are accounted for in accordance with ASC Topic 715. Disability early retirement benefits are accounted for in accordance with ASC Topic 712.

Pension costs and related liabilities and assets are dependent upon assumptions used in calculating such amounts. These assumptions include discount rates, expected returns on plan assets, health care cost trends, compensation and other factors. In accordance with U.S. GAAP, actual results that differ from the assumptions used are accumulated and amortized over future periods, and accordingly, generally affect recognized expense in future periods.

55

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Refer to Note 17, "Retirement Benefit Plans," to the Consolidated Financial Statements for more information.

Restructuring Restructuring costs may occur when the Company takes action to exit or significantly curtail a part of its operations or implements a reorganization that affects the nature and focus of operations. A restructuring charge can consist of severance costs associated with reductions to the workforce, costs to terminate an operating lease or contract, professional fees and other costs incurred related to the implementation of restructuring activities.

The Company generally records costs associated with voluntary separations at the time of employee acceptance. Costs for involuntary separation programs are recorded when management has approved the plan for separation, the employees are identified and aware of the benefits they are entitled to and it is unlikely that the plan will change significantly. When a plan of separation requires approval by or consultation with the relevant labor organization or government, the costs are recorded upon agreement. Costs associated with benefits that are contingent on the employee continuing to provide service are accrued over the required service period.

Refer to Note 3, "Restructuring," to the Consolidated Financial Statements for more information.

Income taxes The Company accounts for income taxes in accordance ASC Topic 740 (ASC 740). Income taxes as presented in the Company's Consolidated Financial Statements have been allocated in a manner that is systematic, rational, and consistent with the broad principles of ASC 740. Historically, Prior to Spin-Off, the Company's operations have been included in BorgWarner's the Former Parent's U.S. federal consolidated tax return, certain foreign tax returns, and certain state tax returns. For the purposes of the 2022 and 2021

financial statements, the Company's income tax provision was computed as if the Company filed separate tax returns (i.e., as if the Company had not been included in the consolidated income tax return group with **BorgWarner**) the Former Parent. The separate-return method applies ASC 740 to the Combined Financial Statements of each member of a consolidated tax group as if the group member were a separate taxpayer.

In accordance with ASC 740, the Company's income tax expense is calculated based on expected income and statutory tax rates in the various jurisdictions in which the Company operates and requires the use of management's estimates and judgments. Accounting for income taxes is complex, in part because the Company conducts business globally and, therefore, files income tax returns in numerous tax jurisdictions. Management judgment is required in determining the Company's worldwide provision for income taxes and recording the related assets and liabilities, including accruals for unrecognized tax benefits and assessing the need for valuation allowances.

The determination of accruals for unrecognized tax benefits includes the application of complex tax laws in a multitude of jurisdictions across the Company's global operations. Management judgment is required in determining the gross unrecognized tax benefits' related liabilities. In the ordinary course of the Company's business, there are many transactions and calculations where the ultimate tax determination is less than certain. Accruals for unrecognized tax benefits are established when, despite the belief that tax positions are supportable, there remain certain positions that do not meet the minimum probability threshold, which is a tax position that is more-likely-than-not to be sustained upon examination by the applicable taxing authority.

The Company records valuation allowances to reduce the carrying value of deferred tax assets to amounts that it expects are more-likely-than-not to be realized. The Company assesses existing deferred tax assets, net operating losses, and tax credits by jurisdiction and expectations of its ability to utilize these tax attributes through a review of past, current and estimated future taxable income and tax planning strategies.

Refer to Note 6, "Income Taxes," to the Consolidated Financial Statements for more information.

New Accounting Pronouncements

Recently Adopted Accounting Standards

Accounting Standards Update (ASU) 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures." This update is intended to improve disclosures about a public entity's reportable segments and addresses requests from investors and other allocators of capital for additional, more detailed information about a reportable segment's expenses. This guidance was effective for annual reporting periods beginning after December 15, 2023 and interim reporting periods beginning after December 15, 2024. The Company has adopted this guidance, refer to Note 22, "Reportable Segments and Related Information" to the Consolidated Financial Statements for more information.

58
56

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

New Accounting Pronouncements

Accounting Standards Not Yet Adopted

Accounting Standards Update (ASU) 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures." It is intended to improve disclosures about a public entity's reportable segments and addresses requests from investors and other allocators of capital for additional, more detailed information about a reportable segment's expenses. This guidance is effective for annual reporting periods beginning after December 15, 2023 and interim reporting periods beginning after December 15, 2024. The Company does not expect this guidance to have a material impact on its Consolidated Financial Statements.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." This guidance requires entities to disaggregate information related to the effective tax rate reconciliation and income taxes paid. The standard improves transparency by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. This guidance is effective for annual reporting periods beginning after December 15, 2024. The Company does not expect this will provide the incremental disclosures in its Annual Report on Form 10-K for the year ended December 31, 2025.

In November 2024, the FASB issued ASU 2024-03 and ASU 2025-01, "Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)." This guidance requires entities to have a material disclose disaggregated information about certain income statement expense line items in the notes to the financial statements. This guidance is effective for annual reporting periods beginning after December 15, 2026. The Company is currently evaluating the impact of these ASUs on its Consolidated Financial Statements, financial statements.

NOTE 2 REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company manufactures and sells products and solutions, primarily to OEMs of commercial vehicle, industrial applications and light vehicles, to certain Tier One vehicle systems suppliers and into the aftermarket. The Company's payment terms are based on customary business practices and vary by customer type and products offered. The Company has evaluated the terms of its arrangements and determined that they do not contain significant financing components.

Generally, revenue is recognized upon shipment or delivery; however, a limited number of the Company's customer arrangements for its highly customized products with no alternative use provide the Company with the right to payment during the production process. As a result, for these limited arrangements, revenue is recognized as goods are produced and control transfers to the customer using the input cost-to-cost method. The Company recorded a contract asset of \$1 million and \$2 million at December 31, 2023 and 2022, respectively, for these arrangements. These amounts are reflected in Prepayments and other current assets in the Company's Consolidated Balance Sheets.

In limited instances, certain customers have provided payments in advance of receiving related products, typically at the onset of an arrangement prior to the beginning of production. These As of December 31, 2024, the balance of contract liabilities are was \$7 million, of which \$3 million was reflected in Other current liabilities and \$4 million was reflected as Other non-current liabilities. As of December 31, 2023, the balance of contract liabilities was \$7 million, of which \$6 million was reflected in Other current liabilities in the Consolidated Balance Sheets and were \$6 million at December 31, 2023 and \$3 million at December 31, 2022. \$1 million was reflected as Other non-current liabilities. These amounts are reflected as revenue over the term of the arrangement (typically three to seven years) as the underlying products are shipped and represent the Company's remaining performance obligations as of the end of the period.

The following table represents a disaggregation of revenue from contracts with customers by reportable segment and region for the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022. Refer to Note 24, Reportable Segments and Related Information to the Consolidated Financial Statements, for more information.

(In millions)	Year Ended December 31, 2024		
	Fuel Systems	Aftermarket	Total
Americas	\$ 690	\$ 768	\$ 1,458
Europe	862	532	1,394
Asia	468	83	551
Total	\$ 2,020	\$ 1,383	\$ 3,403

(In millions)	Year Ended December 31, 2023		
	Fuel Systems	Aftermarket	Total
Americas	\$ 712	\$ 776	\$ 1,488
Europe	953	472	1,425
Asia	512	75	587
Total	\$ 2,177	\$ 1,323	\$ 3,500

59 57

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In millions)	Year Ended December 31, 2022		
	Fuel Systems	Aftermarket	Total
Americas	\$ 559	\$ 811	\$ 1,370
Europe	904	401	1,305
Asia	609	64	673
Total	\$ 2,072	\$ 1,276	\$ 3,348

(In millions)	Year Ended December 31, 2021		
	Fuel Systems	Aftermarket	Total
Americas	\$ 366	\$ 727	\$ 1,093
Europe	1,006	423	1,429
Asia	644	61	705
Total	\$ 2,016	\$ 1,211	\$ 3,227

NOTE 3 RESTRUCTURING

The Company's restructuring activities are undertaken as necessary to execute management's strategy and streamline operations, consolidate and take advantage of available capacity and resources, and ultimately achieve net cost reductions. Restructuring activities include efforts to integrate and rationalize the Company's business and to relocate operations to best-cost locations.

The Company's restructuring expenses consist primarily of employee termination benefits (principally severance and/or other termination benefits) and other costs, which are primarily professional fees and costs related to equipment moves.

The following table displays a roll forward of the restructuring liability recorded within the Company's Consolidated Balance Sheets and the related cash flow activity.

(in millions)	Employee Termination			Total
	Benefits	Other		
Balance, January 1, 2022	\$ 60	\$ —	\$ 60	
Restructuring expense, net	2	9	11	
Cash payments	(41)	(9)	(50)	
Foreign currency translation adjustment and other	(1)	—	(1)	
Balance, December 31, 2022	20	—	20	
Restructuring expense, net	9	3	12	
Cash payments	(20)	(3)	(23)	
Foreign currency translation adjustment and other	—	1	1	
Balance, December 31, 2023	\$ 9	\$ 1	\$ 10	
Less: Non-current restructuring liability	1	—	1	
Current restructuring liability at December 31, 2023	\$ 8	\$ 1	\$ 9	

During 2023, the Company approved individual restructuring actions that primarily related to reductions in headcount in the Fuel Systems segment and recorded \$12 million of restructuring expense related to these actions.

In 2019, the Company announced a restructuring plan to reshape and realign its global technical center footprint and reduce salaried and contract staff. The Fuel Systems segment recorded charges of \$5 million and \$55 million during the years ended December 31, 2022 and 2021, respectively, primarily for the statutory minimum benefits and

60

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

incremental one-time termination benefits negotiated with local labor authorities. The majority of the actions under this program have been completed.

Estimates of restructuring expense are based on information available at the time such charges are recorded. Due to the inherent uncertainty involved in estimating restructuring expenses, actual amounts paid for such activities may differ from amounts initially recorded. Accordingly, the Company may record revisions of previous estimates by adjusting previously established accruals.

The Company continues to evaluate different options across its operations to reduce existing structural costs over the next few years. The Company will recognize restructuring expense associated with any future actions at the time they are approved and become probable or are incurred. Any future actions could result in significant restructuring expense.

NOTE 4 RESEARCH AND DEVELOPMENT COSTS

The Company's net Research & Development (R&D) expenditures costs are primarily included in Selling, general and administrative expenses of the Consolidated Statements of Operations. Customer reimbursements are netted against gross R&D expenditures costs as they are considered a recovery of cost. Customer reimbursements for prototypes are recorded net of prototype costs based on customer contracts, typically either when the prototype is shipped or when it is accepted by the customer. Customer reimbursements for engineering services are recorded when performance obligations are satisfied in accordance with the contract. Financial risks and rewards transfer upon shipment, acceptance of a prototype component by the customer or upon completion of the performance obligation as stated in the respective customer agreement. The Company has various customer arrangements relating to R&D activities that it performs at its various R&D locations.

The following table presents the Company's gross and net expenditures costs on R&D activities:

(in millions)	(in millions)	Year Ended December 31,			
		2023	2022	2021	(in millions)
Gross R&D expenditures					2024
Gross R&D costs					2023
Customer reimbursements					2022
Net R&D expenditures					
Net R&D costs					

Net R&D expenditures costs as a percentage of net sales were 3.1% 3.3%, 3.1% and 4.1% 3.1% for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively.

NOTE 54 OTHER OPERATING EXPENSE (INCOME), NET

Items included in Other operating expense (income), net consist of:

(in millions)	(in millions)	Year Ended December 31,		
		2023	2022	2021
Separation and transaction costs				
Asset impairments				
Restructuring				
(Gains) losses for other one-time events				
Royalty income from Former Parent				
R&D income from Former Parent				
Separation and transaction costs				
Asset impairments				
Asset impairments				
Asset impairments				
Other operating income, net				
Other operating expense (income), net				

Separation and transaction costs: During the year ended December 31, 2024, the Company recorded separation and transaction costs of \$31 million. Separation and transaction costs primarily relate to professional fees and other costs associated with the separation of the Company, including the management of certain historical liabilities

58

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

allocated to the Company in connection with the Spin-Off. During the years ended December 31, 2023 and 2022, the Company recorded separation and transaction costs of \$80 million and \$31 million, respectively, primarily related to professional fees and other costs associated with the separation of the Company.

Asset impairments: During the year ended December 31, 2024, the Company recorded impairment expense of \$21 million related to the write down of property, plant and equipment associated with a Fuel Systems manufacturing plant in Europe. During the year ended December 31, 2022, the Company wound down its Aftermarket operation in Russia and recorded an impairment expense of \$5 million for the impairment of an intangible asset related to this business.

Restructuring: For the years ended December 31, 2024, 2023, and 2022, the Company recorded \$14 million, \$12 million and \$11 million, respectively, of restructuring costs for individually approved restructuring actions that primarily related to reductions in headcount in the Fuel Systems segment.

(Gains) losses for other one-time events: For the years ended December 31, 2024 and 2023, the Company recorded \$7 million of gains and \$3 million of losses, respectively, primarily due to insurance recoveries and associated losses related to a supplier fire.

Royalty income from Former Parent: The Company participated in royalty arrangements with BorgWarner businesses prior to the Spin-Off, which involved the licensing of the Delphi Technologies trade name and product-related intellectual properties. For the years ended December 31, 2023, and 2022, and 2021, the Company recognized

61

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

royalty income from BorgWarner businesses in the amount of \$17 million, and \$31 million and \$22 million, respectively. Refer to Note 23, 21, "Related Party," for further information.

R&D income from Former Parent: The Company provided application testing and other R&D services for other BorgWarner businesses prior to the Spin-Off. For the years ended December 31, 2023, and 2022, and 2021, the Company recognized income related to these services of \$2 million, and \$11 million and \$10 million, respectively. Refer to Note 23, 21, "Related Party," for further information.

Separation and transaction costs: During the year ended December 31, 2023 and 2022, the Company recorded separation costs of \$80 million and \$31 million, respectively, primarily related to professional fees associated with the intended separation of the Company. During the year ended December 31, 2021, the Company recorded transaction costs of \$7 million primarily related to professional fees associated with the acquisition, integration and other support of the Company's acquisition of Delphi Technologies.

Asset impairments: During the year ended December 31, 2022, the Company wound down its Aftermarket operation in Russia and recorded an impairment expense of \$5 million for the impairment of an intangible asset related to this business. During the year ended December 31, 2021, the Company performed a quantitative impairment test over an indefinite-lived trade name in the Aftermarket segment. The impairment test indicated that the fair value was less than the carrying value due to a decrease in expected revenues associated with the trade name. Therefore, the Company recorded an impairment charge of \$14 million. Refer to Note 11 "Goodwill and Other Intangibles," to the Consolidated Financial Statement for more information.

59

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 65 INCOME TAXES

Earnings before income taxes and the provision for income taxes are presented in the following table.

(in millions)	(in millions)	Year Ended December 31,			(in millions)	2024	2023	2022
		2023	2022	2021				
Earnings before income taxes:								
U.S.								
U.S.								
U.S.								
Non-U.S.								
Total								
Provision for income taxes:								
Current:								
Federal								
State								
Foreign								
Total current expense								
Deferred:								
Federal								
Federal								
Federal								
State								
Foreign								
Total deferred expense (benefit)								
Total deferred expense								
Total provision for income taxes								

The provision for income taxes resulted in an effective tax rate of approximately 50% 58%, 24% 50% and 18% 24% for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, respectively.

62 60

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table provides a reconciliation of tax expense based on the U.S. statutory tax rate to final tax expense.

(in millions)	(in millions)	Year Ended December 31,		
		2023	2022	(in millions)
2024				
Income taxes at U.S. statutory rate of 21%				
Increases (decreases) resulting from:				
Valuation allowance adjustments, net				
Valuation allowance adjustments, net				
Valuation allowance adjustments, net				
Net tax on remittance of foreign earnings				
Non-deductible transaction costs				
Changes in accounting methods and filing positions				
U.S. tax on foreign earnings				
Foreign rate differentials				
Impact of tax law and rate changes				
State taxes, net of federal benefit				
Tax holidays				
Tax holidays				
Tax credits				
Tax credits				
Tax credits				
Tax holidays				
Enhanced research and development deductions				
Reserve adjustments, settlements and claims				
Non-taxable interest income				
Non-taxable income				
Foreign currency remeasurement				
Non-deductible fines				
Other, net				
Other, net				
Other, net				
Provision for income taxes, as reported				

The Company's tax rate is affected by the tax laws and rates of the U.S. and other jurisdictions in which the Company operates, the relative amount of income earned by jurisdiction and the relative amount of losses or income for which no tax benefit or expense was recognized due to a valuation allowance.

The Company's effective tax rate was impacted beneficially by certain entities in China with the High and New Technology Enterprise (HNTE) status. The income tax benefit for HNTE status was approximately \$6 million \$5 million, \$8 million \$6 million and \$8 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. HNTE status is granted for three-year periods, and the Company seeks to renew such status on a regular basis.

For the year ended December 31, 2023, the Company's effective tax rate increased compared to the year ended December 31, 2022 as a result of a change in the jurisdictional mix of pre-tax earnings, most notably an increase in pre-tax losses where no tax benefit is recognized. In addition, the Company recognized increases in its U.S. taxes on foreign earnings based on the post Spin-Off structure. During 2023, 2024, the Company recognized discrete tax benefits expense of \$2 \$1 million primarily due related to structural the establishment of a valuation allowance on its Polish operations as a result of the changes concluded in judgment related to the fourth quarter recovery of its deferred tax assets. This expense was fully offset by a discrete tax benefit related to unremitted earnings as a result of change in structure and favorable provision to return adjustments in various jurisdictions.

During 2022, In 2023, the Company recognized discrete tax benefits of \$7 million, primarily due to certain unrecognized tax benefits and accrued interest related to a matter for which the statute of limitations had lapsed.

In 2021, 2022, the Company recognized a discrete tax benefit of \$21 million related to an increase in its deferred tax assets as a result of an increase in the United Kingdom tax rate from 19% to 25%. This rate change was enacted in June 2021 and became effective April 2023.

The Company recognizes taxes due under the Global Intangible Low-Taxed Income (GILTI) provision as a current period expense.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A roll forward of the Company's total gross unrecognized tax benefits is presented below:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023	2022
Balance, January 1							
Additions based on tax positions related to current year							
Additions for tax positions of prior years							
Reductions for lapse in statute of limitations							
Reductions for closure of tax audits and settlements							
Reductions for tax positions of prior years							
(Distributions) Acquisitions							
Translation adjustment							
Balance, December 31							

The Company recognizes interest and penalties related to unrecognized tax benefits in income tax expense. For each of the years ended December 31, 2023, 2022 expense and 2021, the Company recognized accrued approximately \$1 million. The Company has an accrual of approximately \$6 million and \$4 million and \$2 million for the payment of interest and penalties at December 31, 2023 December 31, 2024 and 2022, 2023, respectively. The Company recognized expense related to interest and penalties of \$2 million and \$1 million for the years ended December 31, 2024, and 2023, respectively.

As of December 31, 2023 December 31, 2024, approximately \$15 million represents the amount that, if recognized, would affect the Company's effective income tax rate in future periods.

The Company estimates that it is reasonably possible there could be a decrease of less than \$1 million approximately \$9 million in unrecognized tax benefits and interest in the next 12 months related to the closure of an audit and the lapse in statute of limitations subsequent to the reporting period from certain taxing jurisdictions.

The Company and/or one of its subsidiaries files file income tax returns in the U.S. federal, various state jurisdictions and various foreign jurisdictions. In certain tax jurisdictions, the Company may have more than one taxpayer. The PHINIA U.S. group will file filed its first U.S. federal return for the tax return year 2023 in 2024; therefore, there are not tax year 2023 is the only open years period subject to Internal Revenue Service (IRS) audit. The Company is no longer subject to income tax examinations by tax authorities in its major tax jurisdictions as follows:

Tax jurisdiction	Years no longer subject to audit	Tax jurisdiction	Years no longer subject to audit
United Kingdom	2016 2019 and prior	Turkey	2017 2018 and prior
Mexico	2016 2017 and prior	Luxembourg	2017 and prior
China	2016 2018 and prior	Poland	2017 2019 and prior
France	2016 2020 and prior	Romania	2017 2018 and prior

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The components of deferred tax assets and liabilities consist of the following:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
Deferred tax assets:						
Net operating loss and capital loss carryforwards						
Net operating loss and capital loss carryforwards						



As of December 31, 2023 December 31, 2024, certain non-U.S. operations had net operating loss carryforwards totaling \$956 million \$1.4 billion, available to offset future taxable income. Of the total \$956 million, \$924 million expire These carryforwards are subject to expiration at various dates from 2024 2026 through 2043, and the remaining \$32 million have no expiration date. 2044. The Company has a valuation allowance against \$929 million \$1.4 billion of certain these non-U.S. net operating loss carryforwards.

The Company reviews the likelihood that the benefit of its deferred tax assets will be realized and, therefore, the need for valuation allowances on a quarterly basis. The Company assesses existing deferred tax assets, net operating loss carryforwards, and tax credit carryforwards by jurisdiction and expectations of its ability to utilize these tax attributes through a review of past, current, and estimated future taxable income and tax planning strategies. If, based upon the weight of available evidence, it is more-likely-than-not the deferred tax assets will not be realized, a valuation allowance is recorded. Due to recent restructurings, the Company concluded that the weight of the negative evidence outweighs the positive evidence in certain foreign jurisdictions. As a result, the Company believes it is more-likely-than-not that the net deferred tax assets in certain foreign jurisdictions that include entities in Luxembourg, Poland, and the U.K. United Kingdom will not be realized in the future.

65 63

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table represents a summary of the valuation allowances against deferred tax assets as of and for the three years December 31, 2023 December 31, 2024, 2022, 2023, and 2021: 2022:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023	2022
Beginning balance, January 1							
Establishment of new allowances ¹							
Net change to existing allowances ²							
Opening balance sheet equity/other ³							
Foreign currency translation							

Changes in accounting methods and filing positions⁴

Ending balance, December 31

¹ Reflects valuation allowances initially established as a result of a change in management's judgment regarding the realizability of deferred tax assets.

² Reflects movements in previously established valuation allowances, which increase or decrease as the related deferred tax assets increase or decrease. Such movements occur as a result of a change in management's judgment regarding previously established valuation allowances, remeasurement due to a tax rate change and changes in the underlying attributes of the deferred tax assets, including expiration of the attribute and reversal of the temporary difference that gave rise to the deferred tax asset.

³ Reflects movements in previously established valuation allowances primarily recorded to equity as result of the Spin-Off, Spin-off from the Former Parent in 2023.

⁴Reflects movements that have a disclosure-only impact as they are offset by corresponding movements in deferred tax assets.

As of December 31, 2023 December 31, 2024, the Company recorded deferred tax liabilities of \$50 \$51 million with respect to foreign unremitted earnings. The Company did not provide deferred tax liabilities with respect to certain book versus tax basis differences not represented by undistributed earnings of approximately \$420 \$392 million as of December 31, 2023 December 31, 2024, because the Company continues to assert indefinite reinvestment of these basis differences. These basis differences would become taxable upon the sale or liquidation of the foreign subsidiaries. Based on the Company's structure, it is impracticable to determine the unrecognized deferred tax liability on these earnings. Actual tax liability, if any, would be dependent on circumstances existing when a repatriation, sale, or liquidation occurs.

64

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 76 RECEIVABLES, NET

The table below provides details of receivables as of December 31, 2023 December 31, 2024 and 2022: 2023:

(in millions)	December 31,	
	2023	2022
Receivables, net:		
Customers	\$ 658	\$ 620
Indirect taxes	167	87
Due from Former Parent	146	142
Other	57	49
Gross receivables	1,028	898
Allowance for credit losses	(11)	(7)
Total receivables, net	\$ 1,017	\$ 891

66

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(in millions)	December 31,	
	2024	2023
Receivables, net:		
Customers	\$ 574	\$ 658
Indirect taxes	119	167
Due from Former Parent	80	159
Other	53	44
Gross receivables	826	1,028

Allowance for credit losses		(9)	(11)
Total receivables, net	\$ 817	\$ 1,017	

The table below summarizes the activity in the allowance for credit losses for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022:

	2023	2022	2021	2024	2023	2022
(in millions)						
(in millions)						
(in millions)						
Beginning balance, January 1						
Provision						
Write-offs						
Translation adjustment and other						
Translation adjustment and other						
Translation adjustment and other						
Ending balance, December 31						

Factoring

The Company has arrangements with various financial institutions to sell eligible trade receivables from certain customers in North America and Europe. These arrangements can be terminated at any time subject to prior written notice. The receivables under these arrangements are sold without recourse to the Company and are, therefore, accounted for as true sales. During the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, the Company sold \$152 million \$122 million, \$142 million \$152 million and \$156 million \$142 million of receivables, respectively, under these arrangements. Additionally, during the same periods, expenses of \$9 million \$6 million, \$5 million \$9 million and \$3 million \$5 million, respectively, were recognized within interest expense.

NOTE 87 INVENTORIES

A summary of Inventories is presented below:

		December 31,				
(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
Raw material and supplies						
Work-in-progress						
Finished goods						
Inventories						
	67 65					

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 98 OTHER CURRENT AND NON-CURRENT ASSETS

		December 31,				
(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
Prepayments and other current assets:						
Prepaid taxes						
Prepaid taxes						
Prepaid taxes						
Prepaid engineering						
Prepaid customer tooling						
Prepaid software						
Customer return assets						
Prepaid software						
Prepaid engineering						



NOTE 109 PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment, net is stated at cost less accumulated depreciation and amortization, and consisted of:

		December 31,		
(in millions)		(in millions)	2023	2022
Land, land use rights and buildings				
Machinery and equipment				
Construction in progress				
Construction in progress				
Finance lease assets				

Construction in progress	
Total property, plant and equipment, gross	
Less: accumulated depreciation	
Property, plant and equipment, net, excluding tooling	
Tooling, net of amortization	
Property, plant and equipment, net	
68 66	

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 11 10 GOODWILL AND OTHER INTANGIBLES

The Company's goodwill is tested for impairment annually in the fourth quarter for all reporting units, and more frequently if events or circumstances warrant such a review. The Company performed the two-step quantitative impairment testing during the fourth quarter of 2023 to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, 2024. The estimated fair value was determined using a combined income and market approach. The market approach is based on market multiples (revenue and "EBITDA", defined as earnings before interest, taxes, depreciation and amortization) and requires an estimate of appropriate multiples based on market data for comparable companies. The market valuation models and other financial ratios used by the Company require certain assumptions and estimates regarding the applicability of those models to the Company's facts and circumstances.

The Company believes the assumptions and estimates used to determine the estimated fair value are reasonable. Different assumptions could materially affect the estimated fair value. The primary assumptions affecting the Company's 2023 2024 goodwill quantitative impairment review are as follows:

- Discount rates: The Company used weighted average cost of capital ("WACC") as the discount rates for future cash flows. The WACC is intended to represent a rate of return that would be expected by a market participant.
- EBITDA margins: The Company used historical and expected EBITDA margins, which may vary based on the projections of the reporting unit being evaluated.
- Revenue growth rates: The Company used a global automotive market industry growth rate forecast adjusted to estimate its own market participation for product lines.
- Market multiples: The Company used appropriate multiples based on market data for comparable companies.

In addition to the above primary assumptions, the Company notes the following risks to volume and operating income assumptions that could have an impact on the discounted cash flow models:

- The automotive industry is cyclical, and the Company's results of operations could be adversely affected by industry downturns.
- The automotive industry is evolving, and if the Company does not respond appropriately, its results of operations could be adversely affected.
- The Company is dependent on market segments that use its key products and could be affected by decreasing demand in those segments.
- The Company is subject to risks related to international operations.

The results of the impairment testing performed indicated that the estimated fair value of the Fuel Systems and Aftermarket reporting unit units exceeded its their carrying value values by a considerable amount, and the estimated fair value of the Fuel Systems reporting unit exceeded its carrying value by less than 10% amounts. It was determined that it is more likely than not that the estimated fair value of each reporting unit exceeded its respective carrying value and as such, the Company's goodwill was not considered impaired as of the fourth quarter of 2023 2024.

Future changes in the judgments, assumptions and estimates from those used in acquisition-related valuations and goodwill impairment testing, including discount rates or future operating results and related cash flow projections, could result in significantly different estimates of the fair values in the future. An increase in discount rates, a reduction in projected cash flows or a combination of the two could lead to a reduction in the estimated fair values, which may result in impairment charges that could materially affect the Company's financial statements in any given year.

69

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A summary of the changes in the carrying amount of goodwill is presented in the following tables. The Company has determined that each of the reportable segments are each is also a reporting unit. Refer to Note 24, 22, "Reportable Segments and Related Information" for more information.

	2023	2022
--	------	------

(in millions)	Fuel Systems		Aftermarket		Fuel Systems		Aftermarket	
Gross goodwill balance, January 1	\$	58	\$	545	\$	58	\$	551
Accumulated impairment losses, January 1	—		(113)		—		(113)	
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)	\$	58	\$	432	\$	58	\$	438
Goodwill during the year:								
Translation adjustment		3		6		—	(6)	
Net goodwill balance, December 31	\$	61	\$	438	\$	58	\$	432
67			2024			2023		
(in millions)	Fuel Systems		Aftermarket		Fuel Systems		Aftermarket	
Gross goodwill balance, January 1	\$	61	\$	551	\$	58	\$	545
Accumulated impairment losses, January 1	—		(113)		—		(113)	
Net goodwill balance, January 1	\$	61	\$	438	\$	58	\$	432
Goodwill during the year:								
Translation adjustment and other		(1)		(27)		3		6
Net goodwill balance, December 31	\$	60	\$	411	\$	61	\$	438

The Company's other intangible assets, primarily from acquisitions, consist of the following:

(in millions)	(in millions)	Estimated useful lives (years)	December 31, 2023			December 31, 2022			December 31, 2024			December 31, 2023		
			Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Amortized intangible assets:	Amortized intangible assets:					Amortized intangible assets:								
Patented and unpatented technology														
Customer relationships														
Total amortized intangible assets														
Unamortized trade names														
Total other intangible assets														

Amortization of other intangible assets was \$28 million, \$28 million and \$29 million for each of the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, respectively, 2022. The Company utilizes the straight-line method of amortization recognized over the estimated useful lives of the assets. The estimated future annual amortization expense, primarily for acquired intangible assets, is \$28 million \$27 million for each of the years 2024 2025 through 2028 2029 and \$132 million \$99 million thereafter.

A roll forward of the gross carrying amounts and related accumulated amortization of the Company's other intangible assets is presented below:

(in millions)	Gross carrying amounts				Accumulated amortization			
	2023		2022		2023		2022	
Beginning balance, January 1	\$	547	\$	558	\$	115	\$	88
Impairment:	—		(6)		—		(1)	
Amortization	—		—		28		28	
Translation adjustment	15		(5)		2		—	
Ending balance, December 31	\$	562	\$	547	\$	145	\$	115

¹ In 2022, the Company wound down its business in Russia.

(in millions)	Gross carrying amounts				Accumulated amortization			
	2024		2023		2024		2023	
Beginning balance, January 1	\$	562	\$	547	\$	145	\$	115

Amortization	—	—	28	28
Translation adjustment	(19)	15	(4)	2
Ending balance, December 31	\$ 543	\$ 562	\$ 169	\$ 145

70 68

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 11 PRODUCT WARRANTY

The Company provides warranties on some, but not all, of its products. The warranty terms are typically from one to three years. Provisions for estimated expenses related to product warranty are made at the time products are sold. These estimates are established using historical information about the nature, frequency and average cost of warranty claim settlements as well as product manufacturing and industry developments and recoveries from third parties. Management actively studies trends of warranty claims and takes action to improve product quality and minimize warranty claims. Costs of product recalls, which may include the cost of the product being replaced as well as the customer's cost of the recall, including labor to remove and replace the recalled part, are accrued as part of the Company's warranty accrual at the time the Company believes it is probable that a loss will be incurred and the amount can be reasonably estimated. See Note 18, "Contingencies", for further discussion on the Company's quarterly process for accruals relating to commercial and legal matters. Management believes that the warranty accrual is appropriate; however, in certain cases, initial customer claims exceed the amount accrued. Facts may become known related to these claims that may result in additional losses that could be material to the Company's results of operations or cash flows. The Company's warranty provisions are primarily included in Cost of sales in the Consolidated Statements of Operations. The product warranty accrual is allocated to current and non-current liabilities in the Consolidated Balance Sheets.

The following table summarizes the activity in the product warranty accrual accounts:

(in millions)	2024	2023
Beginning balance, January 1	\$ 56	\$ 60
Provisions for current period sales	46	43
Adjustments of prior estimates	2	(2)
Payments	(42)	(45)
Other, primarily translation adjustment	(1)	—
Ending balance, December 31	\$ 61	\$ 56

The product warranty liability is classified in the Consolidated Balance Sheets as follows:

(in millions)	December 31,	
	2024	2023
Other current liabilities	\$ 36	\$ 30
Other non-current liabilities	25	26
Total product warranty liability	\$ 61	\$ 56

69

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 12 PRODUCT WARRANTY

The following table summarizes the activity in the product warranty accrual accounts:

(in millions)	2023	2022
Beginning balance, January 1	\$ 60	\$ 68
Provisions for current period sales	43	36
Adjustments of prior estimates	(2)	5
Payments	(45)	(47)
Other, primarily translation adjustment	—	(2)
Ending balance, December 31	\$ 56	\$ 60

The product warranty liability is classified in the Consolidated Balance Sheets as follows:

(in millions)	December 31,	
	2023	2022
Other current liabilities	\$ 30	\$ 32
Other non-current liabilities	26	28
Total product warranty liability	\$ 56	\$ 60

NOTE 13 NOTES PAYABLE AND DEBT

The Company had short-term and long-term debt outstanding as follows:

(in millions)	December 31,	
	2023	2022
Short-term debt		
Short-term borrowings	\$ 75	\$ —
Long-term debt		
5.000% Senior notes due 10/1/2025 (\$800 million par value)	\$ 25	\$ 26
Term Loan A Facility (net of \$3 unamortized issuance costs)	295	—
Term Loan B Facility (net of \$6 unamortized issuance costs and \$15 unamortized discount)	403	—
Total long-term debt	\$ 723	\$ 26
Less: current portion	14	—
Long-term debt, net of current portion	\$ 709	\$ 26

The Company utilizes its committed revolving credit facility for short-term working capital requirements. As of December 31, 2023, the Company had \$75 million in borrowings under these facilities, which are reported in Short-term borrowings and current portion of long-term debt on the Consolidated Balance Sheets.

(in millions)	December 31,	
	2024	2023
Short-term debt		
Short-term borrowings	\$ —	\$ 75
Long-term debt		
5.000% Senior notes due 10/01/25 (\$24 million par value)	\$ 24	\$ 25
6.750% Senior notes due 4/15/2029 (\$525 million par value)	518	—
6.625% Senior notes due 10/15/2032 (\$450 million par value)	444	—
Term Loan A Facility due 07/03/28 (\$298 million par value)	—	295
Term Loan B Facility due 07/03/28 (\$424 million par value)	—	403
Finance leases	2	—
Total long-term debt	\$ 988	\$ 723
Less: current portion	25	14
Long-term debt, net of current portion	\$ 963	\$ 709

The weighted average interest rate on short-term borrowings outstanding as of December 31, 2023 was 7.9%. The weighted average interest rate on all borrowings outstanding as of December 31, 2023 December 31, 2024 and 2022 2023 was 8.8% 6.7% and 5.0% 8.8%, respectively.

Credit Agreement

On July 3, 2023, the Company entered into a \$1.225 billion Credit Agreement (as amended, the Credit Agreement) consisting of a \$500 million revolving credit facility (the "Revolving Facility") Revolving Facility, a \$300 million Term Loan A Facility (the "Term Term Loan A Facility") Facility and a \$425 million Term Loan B Facility (the "Term Term Loan B Facility") Facility; together with the Revolving Facility and the Term Loan

71

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A Facility, collectively, the "Facilities" Facilities) in connection with the Spin-Off that occurred on the same date. Subject to extension by the lenders, at their option, upon the Company's request, the Facilities mature date, maturing on July 3, 2028; provided, however, that if earlier, the Revolving Facility and the Term Loan A Facility will mature 91 calendar days prior to the scheduled maturity of the Term Loan B Facility or any refinancing or replacement thereof in an aggregate principal amount exceeding \$100 million that is secured pari passu with the Revolving Facility and the Term Loan A Facility and matures on or prior to July 3, 2028.

Borrowings under the Credit Agreement bear interest at varying rates, depending on the type of loan and, in some cases, the rates of designated benchmarks and the Company's related election. For borrowings under the Credit Agreement, the Company may choose among the following interest rates: (i) solely in the case of U.S. dollar-denominated loans, an interest rate equal to the highest of (1) the prime rate in effect from time to time, (2) the federal funds effective rate in effect from time to time plus 0.5%, (3) adjusted term Secured Overnight Financing Rate (SOFR) (which includes a 0.10% credit spread adjustment to term SOFR) for a one month interest period plus 1.00%, and (4) 1.00%, in each case plus a rate (x) with respect to the Revolving Facility and the Term Loan A Facility, ranging from 1.50% to 2.00% depending on the Company's consolidated net leverage ratio or (y) with respect to the Term Loan B Facility, 3.00%; or (ii) an interest rate equal to (1) solely in the case of U.S. dollar-denominated loans, adjusted term SOFR, (2) solely in the case of euro-denominated loans, Euro Interbank Offered Rate (EURIBOR), or (3) solely in the case of pound sterling-denominated loans, adjusted Sterling Overnight Index Average Reference Rate (SONIA) (which includes a 0.0326% credit spread adjustment to SONIA), as applicable, in each case for the applicable interest period plus a rate (x) with respect to adjusted term SOFR for the Revolving Facility and the Term Loan A Facility, EURIBOR and SONIA, ranging from 2.50% to 3.00% depending on our consolidated net leverage ratio, and (y) with respect to adjusted term SOFR for the Term Loan B Facility, 4.00%. Additionally, the Company will pay a quarterly commitment fee based on the actual daily amount of the available Revolving Facility commitment.

Proceeds of the Term Loan A Facility and the Term Loan B Facility were used only for certain payments in connection with the Spin-Off and the Credit Agreement. Proceeds of the Revolving Facility were used for certain payments in connection with the Spin-Off and the Credit Agreement and for working capital and general corporate purposes.

As of December 31, 2023, the Company had \$75 million of outstanding borrowings under the Revolving Facility. The Credit Agreement contains customary covenants relating to us and our subsidiaries concerning, among other things, investments, dispositions of assets, indebtedness, liens on assets, and dividends and other distributions. Solely in respect of the Revolving Facility and the Term Loan A Facility, the The Credit Agreement also contains financial covenants requiring (i) related to the consolidated total net leverage ratio of the Company, determined as of the end of each fiscal quarter, not to exceed 3.00 to 1.00 (or, at our election discussed below and subject to certain conditions, 3.50 to 1.00 for the period in which such election is made and the next succeeding testing period and, thereafter, 3.25 to 1.00 for the next two succeeding testing periods) and (ii) the consolidated interest coverage ratio of the Company, determined as of the end of each fiscal quarter, to be at least 3.00 to 1.00. The Term Loan B Facility was fully repaid in connection with the issuance of the 6.75% Senior Secured Notes due 2029 on April 4, 2024, as discussed below. The Term Loan A Facility was fully repaid in connection with the issuance of the 6.625% Senior Notes due 2032 on September 17, 2024, as discussed below.

On April 4, 2024, the Company, was as borrower, and certain subsidiaries of the Company, each acting as guarantors, entered into Amendment No. 1 to the Credit Agreement (the Credit Agreement Amendment No. 1). The Credit Agreement Amendment No. 1, among other things, modified certain covenants in compliance the Credit Agreement to be more favorable to the Company, and increased the total net leverage ratio required to be satisfied under the Company's financial covenant from 3.00:1.00 to 3.25:1.00 (subject to a step-up to 3.75:1.00 in connection with all covenants as of December 31, 2023 a qualifying acquisition for the fiscal quarter when such qualifying acquisition is consummated and the following three fiscal quarters).

Annual principal payments required On September 17, 2024, the Company, as borrower, and certain subsidiaries of December 31, 2023 are the Company, each acting as follows:

(in millions)		
2024	\$	14
2025		44
2026		19
2027		21
2028		724
Total payments	\$	822
Add: unamortized premiums, net of discount		(24)
Total	\$	798

guarantors, entered into Amendment No. 2 to the Credit Agreement (the Credit Agreement Amendment No. 2). The Credit Agreement Amendment No. 2, among other things, (i) reduced the applicable margin with respect to the loans under the Revolving Facility and (ii) modified certain covenants in the Credit Agreement.

72 70

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

As of December 31, 2023, the Company had \$75 million in borrowings under these facilities, which are reported in Short-term borrowings and current portion of long-term debt on the Consolidated Balance Sheets. The Company utilized its committed revolving credit facility for short-term working capital requirements. As of December 31, 2024, the Company had no outstanding borrowings under the Revolving Facility, and availability of \$499 million.

Senior Secured Notes due 2029

On April 4, 2024, the Company issued \$525 million aggregate principal amount of 6.75% Senior Secured Notes due 2029 (the 2029 Notes) pursuant to an indenture among the Company, as issuer, certain subsidiaries of the Company named as guarantors, and U.S. Bank Trust Company, National Association, as trustee and collateral agent. The 2029 Notes were sold to investors at 100% plus accrued interest, if any, from April 4, 2024 in a private transaction exempt from the registration requirements of the Securities Act. The net proceeds of the offering of the 2029 Notes were used to repay all of the Company's outstanding borrowings and accrued interest under the Term Loan B Facility and the Revolving Facility and to pay fees and expenses in connection with the offering. During the second quarter of 2024, the Company recorded a non-cash pre-tax loss on extinguishment of \$20 million related to the difference between the repayment amount and net carrying amount of the Term Loan B Facility, which is included in the Interest expense line item on the Consolidated Statements of Operations.

The 2029 Notes bear interest at a rate of 6.75% per annum. Interest on the 2029 Notes is payable semiannually on April 15 and October 15 of each year, commencing on October 15, 2024. The 2029 Notes will mature on April 15, 2029.

The 2029 Notes are senior secured obligations of the Company and are jointly and severally, fully and unconditionally, guaranteed on a senior secured basis by certain of the Company's existing and future direct and indirect domestic restricted subsidiaries that incur or guarantee indebtedness under the Facilities or other qualifying indebtedness that, in the aggregate, exceeds \$25 million, including the 2032 Notes (as defined below). The 2029 Notes and the guarantors are secured by a first-priority security interest in substantially all of the Company's and the guarantors' assets, subject to certain excluded assets, exceptions and permitted liens, which security interest ranks equally with the first-priority security interest securing the Facilities.

Senior Unsecured Notes due 2032

On September 17, 2024, the Company issued \$450 million aggregate principal amount of 6.625% Senior Notes due 2032 (the 2032 Notes) pursuant to an indenture among the Company, as issuer, certain subsidiaries of the Company named as guarantors, and U.S. Bank Trust Company, National Association, as trustee. The 2032 Notes were sold to investors at 100% plus accrued interest, if any, from September 17, 2024 in a private transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the Securities Act). The net proceeds of the offering of the 2032 Notes were used to repay all of the Company's outstanding borrowings under the Term Loan A Facility, to pay fees and expenses in connection with the offering, and for general corporate purposes. During the third quarter of 2024, the Company recorded a non-cash pre-tax loss on extinguishment of \$2 million related to the difference between the repayment amount and net carrying amount of the Term Loan A Facility, which is included in the Interest expense line item on the Consolidated Statements of Operations.

The 2032 Notes bear interest at a rate of 6.625% per annum. Interest on the 2032 Notes is payable semiannually on April 15 and October 15 of each year, commencing on April 15, 2025. The 2032 Notes will mature on October 15, 2032.

The 2032 Notes are senior unsecured obligations of the Company and are jointly and severally, fully and unconditionally, guaranteed on a senior unsecured basis by certain of the Company's existing and future direct and indirect domestic restricted subsidiaries that incur or guarantee indebtedness under the Facilities or other qualifying indebtedness that, in the aggregate, exceeds \$25 million, including the 2029 Notes.

Senior Notes due 2025

In 2020, the Former Parent completed its acquisition of Delphi Technologies PLC (Delphi Technologies). In connection therewith, the Former Parent completed its offer to exchange Delphi Technologies' outstanding 5.0% Senior Notes due 2025 (the 2025 Notes). Approximately 97% of the \$800 million total outstanding principal amount

71

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

of the 2025 Notes, were validly exchanged and cancelled for new Former Parent notes. In connection with the Spin-Off, the obligations under the remaining \$24 million in aggregate principal amount of the 2025 Notes were assumed by the Company.

Annual principal payments required as of December 31, 2024 are as follows:

(in millions)

2025	\$ 25
2026	1
2027	—
2028	—
2029	525
After 2029	450
Total payments	\$ 1,001
Less: debt issuance costs, net of unamortized premiums	(13)
Total	\$ 988

The Company's long-term debt includes various covenants, none of which are expected to restrict future operations. The Company was in compliance with all covenants as of December 31, 2024.

As of December 31, 2023 December 31, 2024, the estimated fair values of the Company's Senior Notes, Term Loan A Facility and Term Loan B Facility (each as defined below) long-term debt totaled \$758 million \$1,007 million, which is \$35 million \$21 million higher than carrying value for the same period. As of December 31, 2022 December 31, 2023, the estimated fair value of the Company's senior unsecured notes long-term debt totaled \$23 million \$758 million, which was \$3 million lower \$35 million higher than carrying value for the same period. Fair market values of the long-term debt are developed using observable values for similar debt instruments, which are considered Level 2 inputs as defined by ASC Topic 820. The carrying values of the Company's other debt facilities approximate fair value. The fair value estimates do not necessarily reflect the values the Company could realize in the current markets.

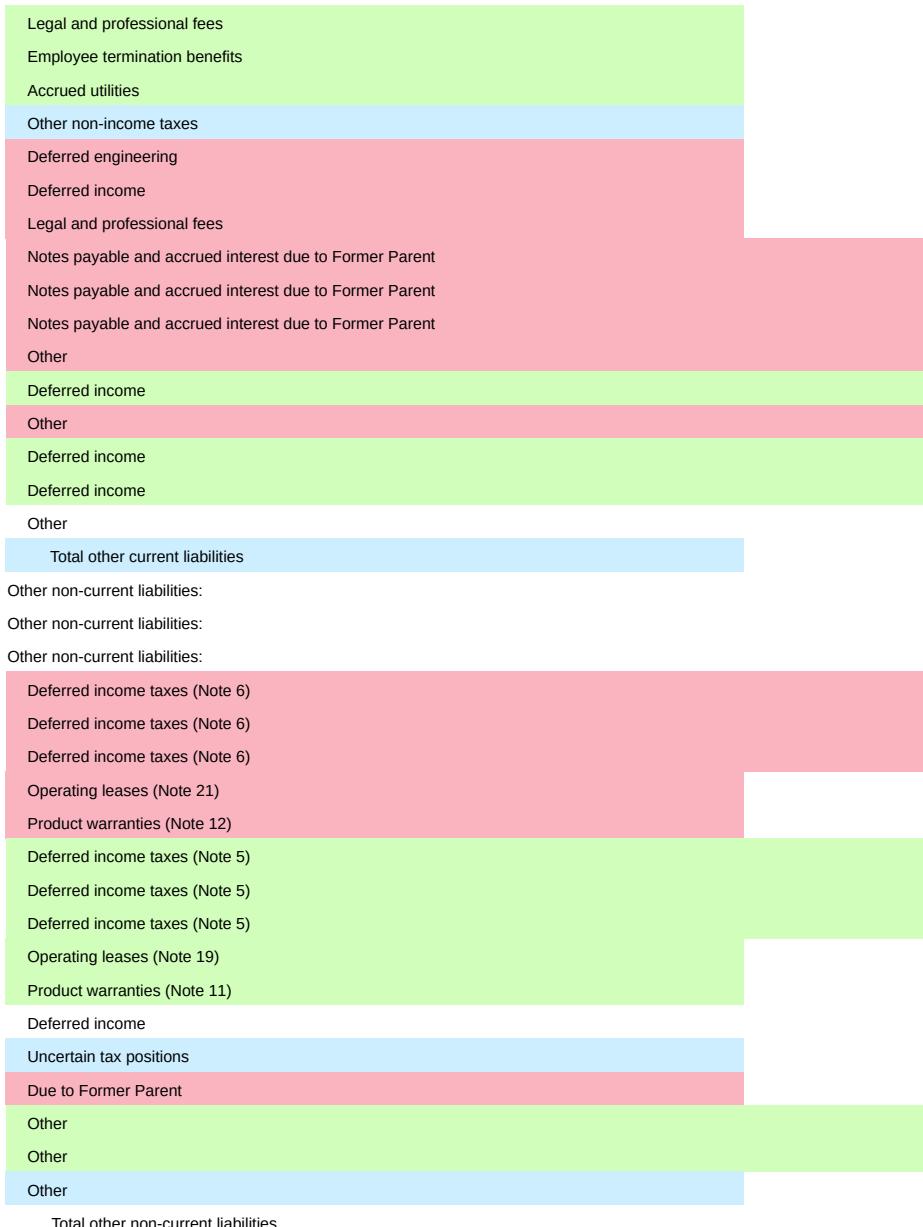
72

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 14.13 OTHER CURRENT AND NON-CURRENT LIABILITIES

Additional detail related to liabilities is presented in the table below:

(in millions)	December 31,			
	(in millions)	2023	2022	(in millions)
				2024
Other current liabilities:				
Payroll and employee related				
Payroll and employee related				
Payroll and employee related				
Customer related				
Customer related				
Customer related				
Payroll and employee related				
Product warranties (Note 11)				
Income taxes payable				
Product warranties (Note 12)				
Accrued freight				
Operating leases (Note 21)				
Interest				
Operating leases (Note 19)				
Refundable customer deposits				
Supplier related				
Employee termination benefits (Note 3)				
Uncertain tax positions				
Deferred engineering				



NOTE 14 FINANCIAL INSTRUMENTS

The Company's financial instruments may include long-term debt, interest rate and cross-currency swaps, commodity derivative contracts and foreign currency derivative contracts. All derivative contracts are placed with counterparties that have an S&P, or equivalent, investment grade credit rating at the time of the contracts' placement. An adjustment for non-performance risk is considered in the estimate of fair value in derivative assets based on the counterparty credit default swap (CDS) rate. When the Company is in a net derivative liability position, the non-performance risk adjustment is based on its CDS rate. At December 31, 2024 and 2023, the Company had no derivative contracts that contained credit-risk-related contingent features.

73

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company is exposed to certain market risks relating to our ongoing business operations, including foreign currency exchange rate risk, commodity price risk and interest rate risk. The Company, at times, may use certain financial instruments, primarily derivative contracts, to protect against these risks. Currently, the only risk the Company is managing through the use of financial instruments is foreign currency exchange rate risk related to forecasted cash flows, including capital expenditures, purchases, operating expenses or sales transactions, denominated in currencies other than the functional currency of the operating unit, and the foreign currency risk exposure associated with our net investment in certain foreign operations.

As of December 31, 2024, the United States dollar equivalent notional values of outstanding currency derivative instruments used for foreign currency cash flow hedging was \$85 million. These amounts were primarily related to Euro denominated forward contracts at British Pound functional currency locations. As of December 31, 2023, there were no outstanding currency derivative instruments. At December 31, 2024 and 2023, there were no significant derivative asset or liability balances recorded in the Consolidated Balance Sheets as being payable to or receivable from counterparties under ASC Topic 815, "Derivatives and Hedging".

The table below shows deferred gains (losses) reported in AOCI as well as the amount expected to be reclassified to income in one year or less for designated net investment hedges.

(in millions)	Deferred gain (loss) in AOCI at		Gain (loss) expected to be reclassified to income in one year or less
	December 31, 2024	December 31, 2023	
Contract Type			
Foreign currency	\$ (11)	\$ (6)	\$ —

Derivative instruments designated as hedging instruments as defined by ASC Topic 815 recognized in Other comprehensive income for the years ended December 31, 2024, 2023, and 2022 were a loss of \$0 million, a loss of \$3 million, and a gain of \$5 million, respectively. No material gains or losses were recorded in Net earnings for the periods presented.

The gains or losses recorded in income related to components excluded from the assessment of effectiveness for derivative instruments designated as cash flow hedges were immaterial for the periods presented.

The gains and (losses) attributable to the financial instrument designated as a net investment hedge were recognized in other comprehensive income (loss) during the periods presented below.

(in millions)	Year Ended December 31,		
	2024	2023	2022
Net investment hedges	\$ (5)	\$ (2)	\$ 6
Foreign currency			

The Company utilizes foreign currency derivatives not designated as hedging instruments to mitigate the variability of the remeasurement of monetary assets and liabilities denominated in currencies other than the operating units' functional currency. These derivatives resulted in the following gains (losses) recorded in income:

(in millions)	Contract Type	Location	Year Ended December 31,		
			2024	2023	2022
Foreign Currency	Cost of sales		\$ —	\$ 4	\$ (1)
Foreign Currency	Selling, general and administrative expenses		\$ (1)	\$ (1)	\$ —

NOTE 15 FAIR VALUE MEASUREMENTS RETIREMENT BENEFIT PLANS

The Company sponsors various defined contribution savings plans, primarily in the U.S., that allow employees to contribute a portion of their pre-tax and/or after-tax income in accordance with plan specified guidelines. Under

74

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

specified conditions, the Company will make contributions to the plans and/or match a percentage of the employee contributions up to certain limits.

Prior to the Spin-Off, certain of the Company's employees participated in defined benefit pension plans sponsored in part by BorgWarner. The Company recorded negligible expense for the years ended December 31, 2023 and 2022, to record its allocation of pension expense related to this plan. In connection with the completion of the Spin-Off, the Company was required to assume additional defined benefit plan liabilities, along with the associated deferred costs in Accumulated other comprehensive loss.

The Company has a number of defined benefit pension plans covering eligible salaried and hourly employees and their dependents. The defined pension benefits provided are primarily based on (1) years of service and (2) average compensation or a monthly retirement benefit amount. The Company provides defined benefit pension plans in France, Germany, India, Japan, Mexico, Turkey, South Korea and the United Kingdom. Some of the Company's defined benefit plans are frozen, and no additional service cost is being accrued, most notably the U.K. Pension Plan. The measurement date for all plans is December 31.

The following table summarizes the expenses (income) for the Company's defined contribution and defined benefit pension plans:

(in millions)	Year Ended December 31,		
	2024	2023	2022
Defined contribution expense	\$ 16	\$ 14	\$ 23
Defined benefit pension expense (income)	4	5	(30)
Total	\$ 20	\$ 19	\$ (7)

75

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following provides a roll forward of the plans' benefit obligations, plan assets, funded status and recognition in the Consolidated Balance Sheets:

(in millions)	Pension Benefits	
	2024	2023
Change in projected benefit obligation:		
Projected benefit obligation, January 1	\$ 950	\$ 867
Service cost	4	3
Interest cost	45	45
Settlement and curtailment	—	(2)
Actuarial (gain) loss	(103)	9
Currency translation	(23)	42
Other	—	1
Spin-Off	—	33
Benefits paid	(53)	(48)
Projected benefit obligation, December 31 ¹	\$ 820	\$ 950
Change in plan assets:		
Fair value of plan assets, January 1	\$ 817	\$ 788
Actual return on plan assets	(48)	19
Employer contribution	5	5
Settlements	—	(2)
Currency translation	(14)	41
Spin-Off	—	14
Benefits paid	(53)	(48)
Fair value of plan assets, December 31	\$ 707	\$ 817
Funded status	\$ (113)	\$ (133)
Amounts in the Consolidated Balance Sheets consist of:		
Current liabilities	\$ (2)	\$ (2)
Non-current liabilities	(111)	(131)
Net amount	\$ (113)	\$ (133)
Amounts in accumulated other comprehensive loss consist of:		
Net actuarial loss	\$ 29	\$ 40
Net prior service credit	(10)	(10)
Net amount	\$ 19	\$ 30
Total accumulated benefit obligation for all plans	\$ 803	\$ 932

¹ The decrease in the projected benefit obligation was primarily due to actuarial gains during the period.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The funded status of pension plans with accumulated benefit obligations in excess of plan assets is as follows:

	December 31,	
(in millions)	2024	2023
Accumulated benefit obligation	\$ (800)	\$ (929)
Plan assets	703	813
Deficiency	<u><u>\$ (97)</u></u>	<u><u>\$ (116)</u></u>
Pension deficiency by country:		
United Kingdom	(53)	(71)
France	(15)	(17)
Mexico	(17)	(17)
Other	(12)	(11)
Total pension deficiency	<u><u>\$ (97)</u></u>	<u><u>\$ (116)</u></u>

The funded status of pension plans with projected benefit obligations in excess of plan assets is as follows:

	December 31,	
(in millions)	2024	2023
Projected benefit obligation	\$ (820)	\$ (947)
Plan assets	707	813
Deficiency	<u><u>\$ (113)</u></u>	<u><u>\$ (134)</u></u>
Pension deficiency by country:		
United Kingdom	(53)	(71)
France	(19)	(21)
Mexico	(26)	(25)
Other	(15)	(17)
Total pension deficiency	<u><u>\$ (113)</u></u>	<u><u>\$ (134)</u></u>

The weighted average asset allocations of the Company's funded pension plans and target allocations by asset category are as follows:

	December 31,		Target Allocation
	2024	2023	
Fixed income securities	43 %	42 %	30% - 50%
Real estate, cash and other	35 %	42 %	20% - 60%
Equity securities	22 %	16 %	10% - 30%
	<u><u>100 %</u></u>	<u><u>100 %</u></u>	

The Company's investment strategy is to maintain actual asset weightings within a preset range of target allocations. The Company believes these ranges represent an appropriate risk profile for the planned benefit payments of the plans based on the timing of the estimated benefit payments. In each asset category, separate portfolios are maintained for additional diversification. Investment managers are retained in each asset category to manage each portfolio against its benchmark. Each investment manager has appropriate investment guidelines. In addition, the entire portfolio is evaluated against a relevant peer group. The defined benefit pension plans did not hold any Company securities as investments as of December 31, 2024 and 2023. A portion of pension assets is invested in common and commingled trusts.

The Company expects to contribute a total of \$5 million to \$9 million into its defined benefit pension plans during 2025. Of the \$5 million to \$9 million in projected 2025 contributions, \$2 million are contractually obligated, while any remaining payments would be discretionary.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

ASC Topic 820 emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values as follows:

Level 1: Observable inputs such as quoted prices for identical assets or liabilities in active markets;

Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Assets and liabilities measured at fair value are based on one or more of the following three valuation techniques noted in ASC Topic 820:

A. **Market approach:** Prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities or a group of assets or liabilities, such as a business.

B. **Cost approach:** Amount that would be required to replace the service capacity of an asset (replacement cost).

C. **Income approach:** Techniques to convert future amounts to a single present amount based upon market expectations (including present value techniques, option-pricing and excess earnings models).

There were no assets and liabilities measured at fair value on a recurring basis as of December 31, 2023. The following table classifies assets and liabilities measured at fair value on a recurring basis as of December 31, 2022:

(in millions)	Basis of fair value measurements					
	Quoted prices in active markets for		Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Valuation technique	
	Balance at December 31, 2022	identical items (Level 1)				
Assets:						
Foreign currency contracts	\$ 7	\$ —	\$ 7	\$ —	A	
Liabilities:						
Foreign currency contracts	\$ (1)	\$ —	\$ (1)	\$ —	A	

The following tables classify the Company's defined benefit plan assets measured at fair value on a recurring basis:

(in millions)	Balance at December 31, 2023	Basis of fair value measurements				Basis of fair value measurements			
		Quoted prices in active markets for identical items (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Assets measured at NAV1	Balance at December 31, 2024	Quoted prices in active markets for identical items (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
		(in millions)	(in millions)	(in millions)	(in millions)	(in millions)	(in millions)	(in millions)	(in millions)
Fixed income securities									
Equity securities									
Cash									
Real estate and other									

74

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Balance at December 31, (in millions)	Basis of fair value measurements				Assets measured at NAV1 (in millions)	Balance at December 31, (in millions)	Basis of fair value measurements			
		Quoted prices in active markets for identical items (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Valuation technique			Quoted prices in active markets for identical items (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Valuation technique
Fixed income securities											
Equity securities											
Cash											
Real estate and other											

¹ Certain assets that are measured at fair value using the Net Asset Value (NAV) per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. These amounts represent investments in commingled and managed funds that have underlying assets in fixed income securities, equity securities, and other assets.

78

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The reconciliation of Level 3 defined benefit plans assets was as follows:

	(in millions)	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)		Fair Value Measurements Using Significant Unobservable Inputs (Level 3)		
		Real estate and other	Equity	(in millions)	Real estate and other	Equity
(in millions)						
Balance, January 1, 2022						
Balance, January 1, 2023						
Purchases, sales and settlements						
Realized gains						
Unrealized gains on assets still held at the reporting date						
Unrealized gains on assets still held at the reporting date						
Unrealized gains on assets still held at the reporting date						
Translation adjustment						
Balance, December 31, 2022						
Balance, December 31, 2023						
Purchases, sales and settlements						
Unrealized losses on assets still held at the reporting date						
Unrealized losses on assets still held at the reporting date						
Unrealized losses on assets still held at the reporting date						
Translation adjustment						
Balance, December 31, 2023						
Balance, December 31, 2024						

The fair value of real estate properties is estimated using an appraisal provided by the administrator of the property or infrastructure investment. The fair value of equity securities is estimated using the mark-to-model method. Management believes these are appropriate methodologies to obtain the fair value of these assets.

Refer to Note 17, "Retirement Benefit Plans," to the Consolidated Financial Statements for more detail surrounding the defined benefit plan's asset investment policies and strategies, target allocation percentages and expected return on plan asset assumptions.

75

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 16 FINANCIAL INSTRUMENTS

The Company's financial instruments include cash and cash equivalents, marketable securities and accounts receivable. Due to the short-term nature of these instruments, their book value approximates their fair value. The Company's financial instruments may include long-term debt, interest rate and cross-currency swaps, commodity derivative contracts and foreign currency derivative contracts. All derivative contracts are placed with counterparties that have an S&P, or equivalent, investment grade credit rating at the time of the contracts' placement. An adjustment for non-performance risk is considered in the estimate of fair value in derivative assets based on the counterparty credit default swap (CDS) rate. When the Company is in a net derivative liability position, the non-performance risk adjustment is based on its CDS rate. At December 31, 2023 and 2022, the Company had no derivative contracts that contained credit-risk-related contingent features.

The Company, at times, may use certain commodity derivative contracts to protect against commodity price changes related to forecasted raw material and component purchases. The Company had no outstanding commodity contracts at December 31, 2023 and 2022.

The Company manages its interest rate risk by balancing its exposure to fixed and variable rates while attempting to optimize its interest costs. The Company, at times, selectively may use interest rate swaps to reduce risk associated with changes in interest rates (fair value hedges and cash flow hedges). At December 31, 2023 and 2022, the Company had no outstanding interest rate swaps or options.

The Company may use foreign currency forward and option contracts to protect against exchange rate movements for forecasted cash flows, including capital expenditures, purchases, operating expenses or sales transactions denominated in currencies other than the functional currency of the operating unit. In addition, the Company may use foreign currency derivative instruments to hedge exposure associated with its net investment in certain foreign operations (net investment hedges). Foreign currency derivative contracts require the Company, at a future date, to either buy or sell foreign currency in exchange for the operating units' local currency. As of December 31, 2023, there were no outstanding currency derivative instruments. As of December 31, 2022, the United States dollar equivalent notional values of outstanding currency derivative instruments was \$309 million. These amounts were primarily related to Euro and British Pound denominated hedging contracts.

At December 31, 2023 and 2022, the following amounts were recorded in the Consolidated Balance Sheets as being payable to or receivable from counterparties under ASC Topic 815, "Derivatives and Hedging":

(in millions)	Assets			Liabilities		
Derivatives designated as hedging instruments Under Topic 815:	Balance Sheet Location	December 31, 2023	December 31, 2022	Balance Sheet Location	December 31, 2023	December 31, 2022
Foreign currency	Prepayments and other current assets	\$ —	\$ 7	Other current liabilities	\$ —	\$ 1

Effectiveness for cash flow hedges is assessed at the inception of the hedging relationship and quarterly, thereafter. Gains and losses arising from these contracts that are included in the assessment of effectiveness are deferred in accumulated other comprehensive income (loss) (AOCI) and reclassified into income as the underlying operating transactions are recognized. The realized gains or losses offset the hedged transaction and are recorded on the same line in the statement of operations. The initial value of any component excluded from the assessment of effectiveness is recognized in income using a systematic and rational method over the life of the hedging instrument. Any difference between the change in fair value of the excluded component and amounts recognized in income under that systematic and rational method are recognized in AOCI.

Effectiveness for net investment hedges is assessed at the inception of the hedging relationship and quarterly, thereafter. Gains and losses arising from these contracts that are included in the assessment of effectiveness are deferred into foreign currency translation adjustments and only released when the subsidiary being hedged is sold or substantially liquidated. The initial value of any component excluded from the assessment of effectiveness is recognized in income using a systematic and rational method over the life of the hedging instrument. Any difference

76

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

between the change in fair value of the excluded component and amounts recognized in income under that systematic and rational method is recognized in AOCI.

The table below shows deferred gains (losses) reported in AOCI as well as the amount expected to be reclassified to income in one year or less for designated net investment hedges. The amount expected to be reclassified to income in one year or less assumes no change in the current relationship of the hedged item at December 31, 2023 market rates.

(in millions)	Deferred gain (loss) in AOCI at		Gain (loss) expected to be reclassified to income in one year or less	
	Contract Type	Foreign currency		
		\$ (6)	\$ (4)	—

Derivative instruments designated as hedging instruments as defined by ASC Topic 815 recognized in Other comprehensive income for the years ended December 31, 2023, 2022, and 2021 were a loss of \$3 million, a gain of \$5 million, and a loss of \$2 million, respectively. No gains or losses were recorded in Net earnings for the periods presented.

The gains or losses recorded in income related to components excluded from the assessment of effectiveness for derivative instruments designated as cash flow hedges were immaterial for the periods presented.

Gains and (losses) on derivative instruments designated as net investment hedges were recognized in other comprehensive income (loss) during the periods presented below.

(in millions)	Year Ended December 31,		
	2023	2022	2021
Net investment hedges			
Foreign currency	\$ (2)	\$ 6	\$ (9)

Derivatives not designated as hedging instruments are used to hedge remeasurement exposures of monetary assets and liabilities denominated in currencies other than the operating units' functional currency. These derivatives resulted in the following gains (losses) recorded in income:

(in millions)	Contract Type	Location	Year Ended December 31,		
			2023	2022	2021
Foreign Currency	Cost of sales		\$ 4	\$ (1)	\$ 1
Foreign Currency	Selling, general and administrative expenses		\$ (1)	\$ —	\$ —

NOTE 17 RETIREMENT BENEFIT PLANS

The Company sponsors various defined contribution savings plans, primarily in the U.S., that allow employees to contribute a portion of their pre-tax and/or after-tax income in accordance with plan specified guidelines. Under specified conditions, the Company will make contributions to the plans and/or match a percentage of the employee contributions up to certain limits.

Prior to the Spin-Off, certain of the Company's employees participated in defined benefit pension plans sponsored in part by BorgWarner. The Company has recorded negligible expense for the years ended December 31, 2023, 2022 and 2021, to record its allocation of pension expense related to this plan. In connection with the completion of the Spin-Off, the Company was required to assume additional defined benefit plan liabilities, along with the associated deferred costs in Accumulated other comprehensive loss.

The Company has a number of defined benefit pension plans covering eligible salaried and hourly employees and their dependents. The defined pension benefits provided are primarily based on (1) years of service and (2) average compensation or a monthly retirement benefit amount. The Company provides defined benefit pension plans in

77

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

France, Germany, India, Japan, Mexico, Turkey, South Korea and the United Kingdom. The Company's U.K. defined benefit plans are frozen, and no additional service cost is being accrued. The measurement date for all plans is December 31.

The following table summarizes the expenses (income) for the Company's defined contribution and defined benefit pension plans:

(in millions)	Year Ended December 31,		
	2023	2022	2021

Defined contribution expense	\$ 14	\$ 23	\$ 21
Defined benefit pension expense (income)	5	(30)	(35)
Total	\$ 19	\$ (7)	\$ (14)

78

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following provides a roll forward of the plans' benefit obligations, plan assets, funded status and recognition in the Consolidated Balance Sheets:

(in millions)	Pension Benefits	
	2023	2022
Change in projected benefit obligation:		
Projected benefit obligation, January 1	\$ 867	\$ 1,520
Service cost	3	2
Interest cost	45	25
Plan amendments	—	(11)
Settlement and curtailment	(2)	(2)
Actuarial loss (gain)	9	(492)
Currency translation	42	(149)
Other	1	21
Spin-Off	33	—
Benefits paid	(48)	(47)
Projected benefit obligation, December 31 ¹	\$ 950	\$ 867
Change in plan assets:		
Fair value of plan assets, January 1	\$ 788	\$ 1,489
Actual return on plan assets	19	(510)
Employer contribution	5	3
Settlements	(2)	(2)
Currency translation	41	(145)
Spin-Off	14	—
Benefits paid	(48)	(47)
Fair value of plan assets, December 31	\$ 817	\$ 788
Funded status	\$ (133)	\$ (79)
Amounts in the Consolidated Balance Sheets consist of:		
Non-current assets	\$ —	\$ 1
Current liabilities	(2)	(1)
Non-current liabilities	(131)	(79)
Net amount	\$ (133)	\$ (79)
Amounts in accumulated other comprehensive loss consist of:		
Net actuarial loss	\$ 40	\$ 1
Net prior service credit	(10)	(10)
Net amount	\$ 30	\$ (9)
Total accumulated benefit obligation for all plans	\$ 932	\$ 854

¹ The increase in the projected benefit obligation was primarily due to currency translation during the period as well as liabilities assumed as part of the Spin-Off.

79

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The funded status of pension plans with accumulated benefit obligations in excess of plan assets is as follows:

(in millions)	December 31,	
	2023	2022
Accumulated benefit obligation	\$ (929)	\$ (852)
Plan assets	813	784
Deficiency	\$ (116)	\$ (68)
Pension deficiency by country:		
United Kingdom	(71)	(38)
France	(17)	(15)
Mexico	(17)	(4)
Other	(11)	(11)
Total pension deficiency	\$ (116)	\$ (68)

The funded status of pension plans with projected benefit obligations in excess of plan assets is as follows:

(in millions)	December 31,	
	2023	2022
Projected benefit obligation	\$ (947)	\$ (863)
Plan assets	813	784
Deficiency	\$ (134)	\$ (79)
Pension deficiency by country:		
United Kingdom	(71)	(38)
France	(21)	(19)
Mexico	(25)	(5)
Other	(17)	(17)
Total pension deficiency	\$ (134)	\$ (79)

The weighted average asset allocations of the Company's funded pension plans and target allocations by asset category are as follows:

	December 31,		Target Allocation
	2023	2022	
Real estate, cash and other	42 %	45 %	20% - 60%
Fixed income securities	42 %	46 %	30% - 50%
Equity securities	16 %	9 %	10% - 30%
	100 %	100 %	

The Company's investment strategy is to maintain actual asset weightings within a preset range of target allocations. The Company believes these ranges represent an appropriate risk profile for the planned benefit payments of the plans based on the timing of the estimated benefit payments. In each asset category, separate portfolios are maintained for additional diversification. Investment managers are retained in each asset category to manage each portfolio against its benchmark. Each investment manager has appropriate investment guidelines. In addition, the entire portfolio is evaluated against a relevant peer group. The defined benefit pension plans did not hold any Company securities as investments as of December 31, 2023 and 2022. A portion of pension assets is invested in common and commingled trusts.

The Company expects to contribute a total of \$4 million to \$8 million into its defined benefit pension plans during 2024. Of the \$4 million to \$8 million in projected 2024 contributions, \$2 million are contractually obligated, while any remaining payments would be discretionary.

80

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Refer to Note 15, "Fair Value Measurements," to the Consolidated Financial Statements for more detail surrounding the fair value of each major category of plan assets, as well as the inputs and valuation techniques used to develop the fair value measurements of the plans' assets at December 31, 2023 and 2022.

See the table below for a breakout of net periodic benefit (income) cost:

(in millions)	(in millions)	Year Ended December 31,				
		2023	2022	(in millions)	2024	2023
Service cost				2024	2023	2022
Interest cost						
Expected return on plan assets						
Amortization of unrecognized gain						
Amortization of unrecognized gain						
Amortization of unrecognized gain						
Settlements, curtailments and other						
Net periodic cost (income)						

The components of net periodic benefit cost other than the service cost component are included in Other postretirement **income expense (income)** in the Consolidated Statements of Operations.

The Company's weighted average assumptions used to determine the benefit obligations for its defined benefit pension plans were as follows:

(percent)	(percent)	December 31,			2024	2023
		2023	2022	(percent)		
Discount rate ¹	Discount rate ¹	4.98 %	5.00 %	Discount rate ¹	5.86 %	4.98 %
Rate of compensation increase	Rate of compensation increase	5.49 %	5.08 %	Rate of compensation increase	5.00 %	5.49 %

¹ Includes 4.62% 5.61% and 4.93% 4.62% for the U.K. pension plans for December 31, 2023 December 31, 2024 and 2022 2023, respectively.

79

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company's weighted average assumptions used to determine the net periodic benefit cost(income) for its defined benefit pension plans were as follows:

(percent)	(percent)	2023	2022	2021	Year Ended December 31,		
					(percent)	2024	2023
Discount rate ¹	Discount rate ¹	5.19 %	2.07 %	1.41 %	Discount rate ¹	4.98 %	5.19 %
Effective interest rate on benefit obligation	Effective interest rate on benefit obligation	5.24 %	1.94 %	1.20 %	Effective interest rate on benefit obligation	4.98 %	5.24 %
Expected long-term rate of return on assets ²	Expected long-term rate of return on assets ²	5.53 %	4.22 %	3.97 %	Expected long-term rate of return on assets ²	5.29 %	5.53 %
Average rate of increase in compensation	Average rate of increase in compensation	5.03 %	5.05 %	3.08 %	Average rate of increase in compensation	5.49 %	5.03 %

¹ Includes 4.93% 4.62%, 1.81% 4.93% and 1.34% 1.81% for the U.K. pension plans for December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively.

² Includes 5.50% 5.25%, 4.18% 5.50% and 3.95% 4.18% for the U.K. pension plans for December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively.

The Company's approach to establishing the discount rate is based upon the market yields of high-quality corporate bonds, with appropriate consideration of each plan's defined benefit payment terms and duration of the liabilities. In determining the discount rate, the Company utilizes a full-yield approach in the estimation of service and interest components by applying the specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows.

81

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company determines its expected return on plan asset assumptions by evaluating estimates of future market returns and the plans' asset allocation. The Company also considers the impact of active management of the plans' invested assets.

The estimated future benefit payments for the pension benefits are as follows:

(in millions)	(in millions)	Pension Benefits	(in millions)	Pension Benefits
Year	Year		Year	
2024				
2025				
2026				
2027				
2028				
2029-2033				
2029				
2030-2034				

NOTE 18.16 STOCK-BASED COMPENSATION

The Company has granted restricted common stock and restricted stock units (collectively, "restricted stock") and performance stock units as long-term incentive awards to employees and non-employee directors under the PHINIA Inc. 2023 Stock Incentive Plan (2023 Plan). The Company's Board of Directors adopted the 2023 Plan in July 2023. The 2023 Plan authorizes the issuance of a total of 4.7 million shares. Approximately **4.4 million** 3.6 million shares were available for future issuance as of **December 31, 2023** **December 31, 2024**.

BorgWarner **The Former Parent** granted restricted stock and performance **share** **stock** units as long-term incentive awards to employees and non-employee directors under the **BorgWarner** Inc. 2018 Stock Incentive Plan (2018 Plan). **BorgWarner**'s **The Former Parent**'s Board of Directors adopted the 2018 Plan in February 2018, and the **BorgWarner** **Former Parent** stockholders

80

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

approved the 2018 Plan at the annual meeting of stockholders on April 25, 2018. As discussed further below, outstanding awards under the 2018 Plan were replaced with PHINIA equity awards.

Stock-based compensation expense within the consolidated financial statements for periods prior to the Spin-Off was allocated to PHINIA based on the awards and terms previously granted to PHINIA employees while part of BorgWarner and includes the cost of PHINIA employees who participated in the 2018 Plan, as well as an allocated portion of the cost of the **BorgWarner** **Former Parent** corporate employee awards.

In connection with the Spin-Off, outstanding equity awards to **executives and non-employee directors** **employees** under the 2018 Plan were replaced with PHINIA equity awards using a formula designed to maintain the economic value of the awards immediately before and after the Spin-Off. Accordingly, the number of restricted stock underlying each unvested award outstanding as of the date of the Spin-Off was multiplied by a factor of 1.74, which resulted in no increase in the intrinsic value of awards outstanding. The replaced restricted stock awards continue to vest in accordance with their original vesting period. These replacement awards did not result in additional compensation expense to the Company.

Restricted Stock: The value of restricted stock is determined by the market value of the Company's common stock at the date of grant. In **2023**, **BorgWarner** granted restricted stock in the amount of approximately **200 thousand shares** to **employees and 2024**, PHINIA granted restricted stock in the amount of approximately **250 thousand shares** and **100 thousand shares** to **employees and non-employee directors**, respectively. The value of the awards is recognized as compensation expense ratably over the restriction

periods, generally two or three years for employees and one year for non-employee directors. As of December 31, 2023 December 31, 2024, there was \$17 million \$16 million of unrecognized compensation expense related to restricted stock that will be recognized over a weighted average period of approximately 2.0 1.7 years.

82

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Restricted stock compensation expense recorded in the Consolidated Statements of Operations is as follows:

(in millions, except per share data)	(in millions, except per share data)	Year Ended December 31,		Year Ended December 31,	
		2023	2022	2021 (in millions, except per share data)	2024
Restricted stock compensation expense					
Restricted stock compensation expense, net of tax					

81

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A summary of the status of the Company's nonvested restricted stock for employees and non-employee directors is as follows:

	Shares subject to restriction (thousands)	Weighted average grant date fair value	Shares subject to restriction (thousands)	Weighted average grant date fair value
Nonvested at January 1, 2021				
Nonvested at January 1, 2022				
Granted				
Vested				
Forfeited				
Nonvested at December 31, 2021				
Nonvested at December 31, 2021				
Nonvested at December 31, 2021				
Granted				
Vested				
Forfeited				
Nonvested at December 31, 2022				
Nonvested at December 31, 2022				
Nonvested at December 31, 2022				
Granted				
Vested				
Forfeited				
Converted ¹	Converted ¹	513	Converted ¹	513
Nonvested at December 31, 2023 ¹				
Granted				
Vested				
Forfeited				
Nonvested at December 31, 2024				

Nonvested at December 31, 2024

Nonvested at December 31, 2024

¹ Reflects the replacement of outstanding equity awards to executives under the Former Parent Plan with PHINIA equity awards in conjunction with the Spin-Off. Outstanding equity awards to executives were multiplied by the conversion rate of 1.74.

Performance share stock units: BorgWarner granted The Company grants performance share stock units to members of senior management that vest at the end of three-year periods based on the following metric:

- **Total Stockholder Return:** This performance metric is based on the Company's market performance in terms of total stockholder return relative to a peer group of automotive and industrial companies. Based on the Company's relative ranking within the performance peer group, it is possible for none of the awards to vest or for a range of up to 200% of the target shares to vest.

The Company recognizes compensation expense relating to these performance stock units ratably over the performance period regardless of whether the market conditions are expected to be achieved. Compensation expense associated with these performance stock units are calculated using a lattice model (Monte Carlo simulation).

As of December 31, 2024, there was \$6 million of unrecognized compensation expense related to total stockholder return units that will be recognized over a weighted average period of approximately 2 years.

The amounts expensed and common stock issued for performance stock units for the years ended December 31, 2024, 2023 and 2022 were as follows:

	Year Ended December 31,					
	2024		2023		2022	
	Expense (in millions)	Number of shares issued (in thousands)	Expense (in millions)	Number of shares issued (in thousands)	Expense (in millions)	Number of shares issued (in thousands)
Total Stockholder Return	\$ 3	—	\$ —	8	\$ 1	—
Other performance-based ¹	—	—	1	23	1	21
Total	\$ 3	—	\$ 1	31	\$ 2	21

82

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

¹ Other performance-based awards were performance stock units granted by the Former Parent that were scheduled to vest at the end of three-year periods based on the metrics outlined below. These awards allowed for a payout between 0% and 200% of the target performance share units based on BorgWarner's performance against the metrics in the table below. At Spin-Off, these performance share stock units were replaced with PHINIA restricted stock unit awards, (RSUs), based on their target performance, as agreed upon by the BorgWarner Compensation Committee considering performance through the date of the Spin-Off, and then multiplied by the conversion rate of 1.74, as discussed above.

83

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Metric	2019 - 2021 Former Parent	2020 - 2022 Former Parent	2021 - 2023 Former Parent	2022 - 2024 Former Parent	2023 - 2025 Former Parent
	Grants	Grants	Grants	Grants	Grants
Total stockholder return ¹	50 %	33 %	25 %	25 %	25 %
Relative revenue growth ²	50 %	33 %	N/A	N/A	N/A
Adjusted earnings per share ³	N/A	33 %	N/A	N/A	N/A
eProducts revenue mix ⁴	N/A	N/A	50 %	25 %	25 %
Cumulative free cash flows	N/A	N/A	25 %	25 %	25 %
eProducts revenue ⁵	N/A	N/A	N/A	25 %	25 %

¹ Total stockholder return was measured based on BorgWarner's market performance in terms of total shareholder return relative to a peer group of automotive companies.

² Relative revenue growth was measured based on BorgWarner's performance in terms of revenue growth relative to the vehicle market over three-year performance period.

³ Adjusted earnings per share was based on BorgWarner's earnings per share adjusted for certain one-time items and non-operating gains and losses against a pre-defined target measured in the third year of the performance period.

⁴ eProducts revenue mix was based on BorgWarner's total revenue derived from eProducts in relation to its total proforma revenue in the third year of the performance period.

⁵ Cumulative free cash flow was based on BorgWarner's performance in terms of its operating cash flow, less capital expenditures, over the three-year performance period.

⁶ eProducts revenue was based on the amount of BorgWarner's total revenue derived from eProducts in the third year of the performance period.

The amounts expensed and common stock issued for performance share units for the years ended December 31, 2023, 2022 and 2021 were as follows:

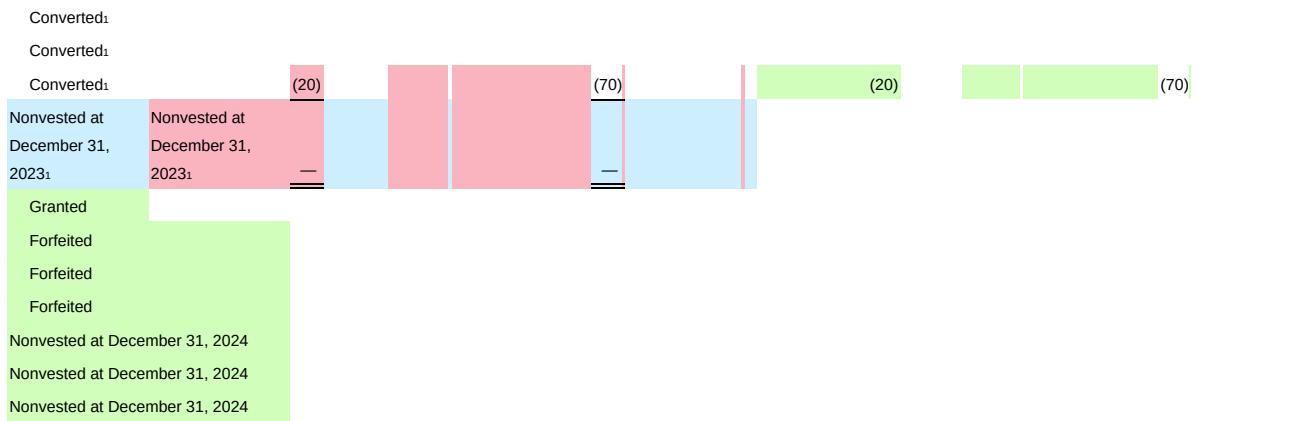
	Year Ended December 31,					
	2023		2022		2021	
	Expense (in millions)	Number of shares issued (in thousands)	Expense (in millions)	Number of shares issued (in thousands)	Expense (in millions)	Number of shares issued (in thousands)
Total Stockholder Return	\$ —	8	\$ 1	1	\$ —	—
Other Performance-Based	1	23	1	21	1	10
Total	\$ 1	31	\$ 2	21	\$ 1	10

84

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A summary of the status of the Company's nonvested performance **share stock** units for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021** **2022** were as follows:

	Total Stockholder Return		Total Stockholder Return		Other Performance-Based		Total Stockholder Return		Other Performance-Based	
	Number of shares (in thousands)	Number of shares (in thousands)	Weighted average grant date fair value	Number of shares (in thousands)	Weighted average grant date fair value	Number of shares (in thousands)	Weighted average grant date fair value	Number of shares (in thousands)	Weighted average grant date fair value	
Nonvested at January 1, 2021										
Granted										
Vested										
Forfeited										
Nonvested at December 31, 2021										
Nonvested at January 1, 2022										
Granted										
Vested										
Forfeited										
Nonvested at December 31, 2022										
Granted										
Vested										



¹ Reflects the conversion of outstanding equity awards to executives under the Former Parent Plan into PHINIA equity awards in conjunction with the Spin-Off.

8583

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 19.17 ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the activity within accumulated other comprehensive loss:

(in millions)	Foreign currency		Defined benefit pension		Total
	translation adjustments	plans	Hedge instruments		
Beginning Balance, January 1, 2021	\$ 45	\$ (69)	\$ —	\$ (24)	
Comprehensive (loss) income before reclassifications	(40)	176	(2)	134	
Income taxes associated with comprehensive (loss) income before reclassifications	—	(48)	—	(48)	
Ending Balance December 31, 2021	\$ 5	\$ 59	\$ (2)	\$ 62	
Comprehensive (loss) income before reclassifications	(90)	(85)	5	(170)	
Income taxes associated with comprehensive (loss) income before reclassifications	—	20	—	20	
Ending Balance December 31, 2022	\$ (85)	\$ (6)	\$ 3	\$ (88)	
Comprehensive (loss) income before reclassifications ¹	(13)	(40)	—	(53)	
Income taxes associated with comprehensive (loss) income before reclassifications	—	11	—	11	
Reclassification from accumulated other comprehensive (loss) income	—	2	(3)	(1)	
Ending Balance December 31, 2023	\$ (98)	\$ (33)	\$ —	\$ (131)	

¹ The increase in the defined benefit postretirement plans comprehensive income before reclassifications is primarily due to actuarial gains during the period. Refer to Note 17 "Retirement Benefit Plans," for more information.

(in millions)	Foreign currency		Defined benefit pension		Total
	translation adjustments	plans	Hedge instruments		
Beginning Balance, January 1, 2022	\$ 5	\$ 59	\$ (2)	\$ 62	
Comprehensive (loss) income before reclassifications	(90)	(85)	5	(170)	
Income taxes associated with comprehensive income before reclassifications	—	20	—	20	
Ending Balance December 31, 2022	\$ (85)	\$ (6)	\$ 3	\$ (88)	
Comprehensive loss before reclassifications	(13)	(40)	—	(53)	
Income taxes associated with comprehensive income before reclassifications	—	11	—	11	

Reclassification from accumulated other comprehensive (loss) income	—	2	(3)	(1)
Ending Balance December 31, 2023	\$ (98)	\$ (33)	\$ —	\$ (131)
Comprehensive (loss) income before reclassifications	(95)	7	—	(88)
Income taxes associated with comprehensive loss before reclassifications	—	(2)	—	(2)
Reclassification from accumulated other comprehensive income	—	4	—	4
Ending Balance December 31, 2024	<u>\$ (193)</u>	<u>\$ (24)</u>	<u>\$ —</u>	<u>\$ (217)</u>

NOTE 20 18 CONTINGENCIES

In the **normal** course of **its** business, the Company is party to various commercial and legal claims, actions and complaints, including matters involving warranty claims, intellectual property claims, governmental investigations and related proceedings, including relating to alleged or actual violations of vehicle emissions standards, general liability and various other risks.

It is not possible to predict with certainty whether or not the Company will ultimately be successful in any of these commercial and legal matters or, if not, what the impact might be. The Company records accruals for outstanding legal matters when it believes it is probable that a loss will be incurred and the amount can be reasonably estimated. The Company evaluates, on a quarterly basis, developments in commercial and legal matters that could affect the amount of any accrual and developments that would make a loss contingency both probable and reasonably estimable. If a loss contingency is not both probable and reasonably estimable, the Company does not establish an accrued liability. Except as set forth below, the Company's management does not **believe** **expect** that an **adverse** **outcomes** outcome in any of these commercial and legal claims, actions and complaints that are **reasonably likely to** **currently pending** will have a material adverse effect on the Company's results of operations, financial position or cash flows. An adverse outcome could, nonetheless, be material to the results of operations, **financial position** or cash flows.

BorgWarner Dispute

In September 2024, the Former Parent filed a claim against the Company in Delaware Superior Court seeking, *inter alia*, a judicial declaration that the Company is obligated under the Tax Matters Agreement to remit to the Former Parent monies refunded, or to be refunded, to the Company from tax authorities that relate to certain indirect tax payments made prior to the Spin-Off. In November 2024, the Company filed, in Delaware Superior Court, a response to the Former Parent's claim and asserted a number of counterclaims and, in December 2024, the Former Parent filed a motion to dismiss the Company's counterclaims. The Former Parent's motion is pending. The Company believes it has meritorious arguments in response to the Former Parent's claim and with respect to its own claims, however, the Company is unable to determine the ultimate outcome of this matter or determine an

84

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

estimate of potential losses. It is reasonably possible, but not probable, that the resolution of this matter could have a material adverse effect on the Company's financial position, results of operations and/or cash flows.

NOTE 21 19 LEASES AND COMMITMENTS

The Company's lease agreements primarily consist of real estate property, such as manufacturing facilities, warehouses and office buildings, in addition to personal property, such as vehicles, manufacturing and information technology equipment. The Company determines whether a contract is or contains a lease at contract inception. The majority of the Company's lease arrangements are comprised of fixed payments, and a limited number of these arrangements include a variable payment component based on certain index fluctuations. As of **December 31, 2023** **December 31, 2024**, a significant portion of the Company's leases were classified as operating leases.

Generally, the Company's operating leases have renewal options that extend the lease terms, and some include options to terminate the agreement or purchase the leased asset. The amortizable life of these assets is the lesser of its useful life or the lease term, including renewal periods reasonably assured of being exercised at lease inception.

86

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

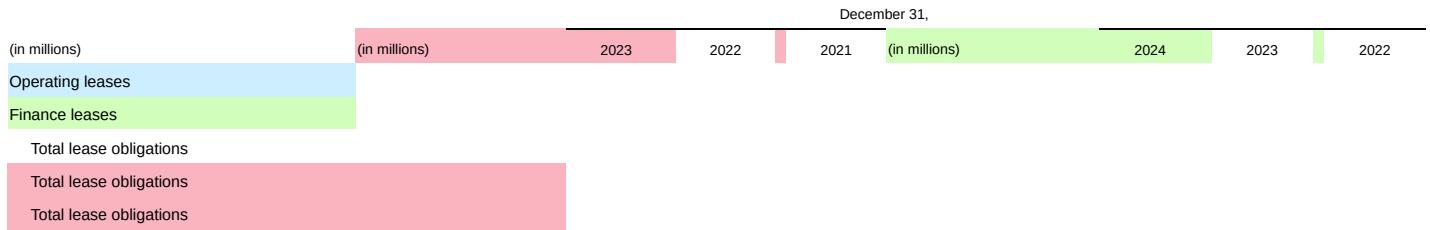
All leases with an initial term of 12 months or less without an option to extend or purchase the underlying asset that the Company is reasonably certain to exercise (short-term leases) are not recorded on the Consolidated Balance Sheet, and lease expense is recognized on a straight-line basis over the lease term.

The following table presents the lease assets and lease liabilities as of **December 31, 2023** **December 31, 2024** and **2022**: 2023:

December 31,



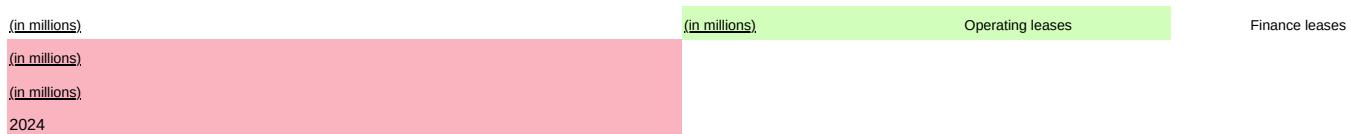
The following table presents lease obligations arising from obtaining leased assets for the years ended December 31, 2023 December 31, 2024, 2023, and 2022:



85

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table presents the maturity of lease liabilities as of December 31, 2023 December 31, 2024:



2024
2024
2025
2025
2025
2026
2026
2026
2027
2027
2027
2028
2028
2028
After 2028
After 2028
After 2028
Total (undiscounted) lease payments
Total (undiscounted) lease payments
2029
After 2029
Total (undiscounted) lease payments
Less: Imputed interest
Less: Imputed interest
Less: Imputed interest
Present value of lease liabilities
Present value of lease liabilities
Present value of lease liabilities

In the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, the Company recorded operating lease expense of \$15 million \$20 million, \$18 million \$15 million and \$27 million \$18 million, respectively.

In the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, the operating cash flows for operating leases were \$20 million, \$21 million \$20 million and \$24 million \$21 million, respectively.

In the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, the Company recorded short-term lease costs of \$1 million \$5 million, \$4 million \$1 million and \$5 million \$4 million, respectively.

87

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Finance lease liabilities and costs were immaterial for the periods presented.

ASC Topic 842 requires that the rate implicit in the lease be used if readily determinable. Generally, implicit rates are not readily determinable in the Company's agreements, so the incremental borrowing rate is used instead for such lease arrangements. The incremental borrowing rates are determined using rates specific to the term of the lease, economic environments where lease activity is concentrated, value of lease portfolio, and assuming full collateralization of the loans. The following table presents the terms and discount rates:

	December 31,		
	2023	2022	
	2024	2023	
<u>Weighted average remaining lease term (years)</u>			
Operating leases			
Operating leases			
Operating leases	4		
<u>Weighted average discount rate</u>		5	4
			4

<u>Weighted average discount rate</u>						
Finance leases			5		4	
<u>Weighted average discount rate</u>						
Operating leases						
Operating leases						
Operating leases			3.0	%	1.9	%
Finance leases			5.7	%	3.6	%
					3.6	%
					3.0	%

NOTE 22.20 EARNINGS PER SHARE

The Company presents both basic and diluted earnings per share of common stock (EPS) amounts. Basic EPS is calculated by dividing net earnings by the weighted average shares of common stock outstanding during the reporting period. Diluted EPS is calculated by dividing net earnings by the weighted average shares of common stock and common stock equivalents outstanding during the reporting period.

For periods prior to July 3, 2023, the denominator for basic and diluted earnings per share was calculated using the 47.0 million PHINIA ordinary shares outstanding immediately following the Spin-Off. The same number of shares was used to calculate basic and diluted earnings per share in those periods since no PHINIA equity awards were outstanding prior to the Spin-Off.

86

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The dilutive impact of stock-based compensation is calculated using the treasury stock method. The treasury stock method assumes that the Company uses the assumed proceeds from the exercise of awards to repurchase common stock at the average market price during the period. The assumed proceeds under the treasury stock method include the purchase price that the grantee will pay in the future and compensation cost for future service that the Company has not yet recognized.

The following table reconciles the numerators and denominators used to calculate basic and diluted earnings per share of common stock:

	Year Ended December 31,						
	(in millions except share and per share amounts)		2023	2022	2021	(in millions except share and per share amounts)	
Basic earnings per share:	Basic earnings per share:		Basic earnings per share:		2024	2023	2022
Net earnings attributable to PHINIA Inc.							
Weighted average shares of common stock outstanding							
Basic earnings per share of common stock							
Diluted earnings per share:							
Diluted earnings per share:							
Diluted earnings per share:							
Net earnings attributable to PHINIA Inc.							
Weighted average shares of common stock outstanding							
Effect of stock-based compensation							
Weighted average shares of common stock outstanding including dilutive shares							
Diluted earnings per share of common stock							

88

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 23.21 RELATED PARTY

Pursuant to the Spin-Off, the Former Parent ceased to be a related party to PHINIA and accordingly, no related party transactions or balances have been reported subsequent to July 3, 2023. In connection with the Spin-Off, we entered into a number of agreements with the Former Parent to govern the Spin-Off and provide a framework for the relationship between the parties going forward, including a Transition Services Agreement, Tax Matters Agreement, and certain Contract Manufacturing Agreements.

The following discussion summarizes activity between the Company and the Former Parent that occurred prior to the completion of the Spin-Off.

Allocation of General Corporate and Other Expenses

The Consolidated Statements of Operations include expenses for certain centralized functions and other programs provided and administered by the Former Parent that were charged directly to the Company prior to the Spin-Off. In addition, for purposes of preparing the financial statements on a carve-out basis, a portion of the Former Parent's total corporate expenses was allocated to the Company. Similarly, certain centralized expenses incurred by the Company prior to the Spin-Off on behalf of subsidiaries of the Former Parent had been allocated to the Former Parent. See Note 1, "Summary of Significant Accounting Policies," for a discussion of the methodology used to allocate corporate expenses for purposes of preparing these financial statements on a carve-out basis for periods prior to July 3, 2023.

Net corporate allocation expenses, primarily related to separation and transaction costs, in the **year** **years** ended December 31, 2023 and 2022 totaled \$89 million all of which were incurred prior to the Spin-Off. For the years ended December 31, 2022 and 2021, net corporate allocation expenses totaled \$118 million and \$84 million, respectively. These expenses were primarily included in Selling, general and administrative expenses and Other operating expense (income), net in the Consolidated Statements of Operations.

87

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Royalty Income from Former Parent and R&D Income from Former Parent

The Company participated in royalty arrangements and provided applications testing and other R&D services to the Former Parent prior to the Spin-Off. See Note 5.4, "Other Operating Expense (Income), Net" for additional information.

Due from Former Parent

In the Consolidated Balance Sheets, the Company presents \$142 million within Accounts receivable and \$208 million within Investments and long-term receivables as of December 31, 2022. These amounts for December 31, 2022 were previously presented as Due from Former Parent, current and Due from Former Parent, non-current, respectively.

Due to Former Parent

In the Consolidated Balance Sheets, the Company presents \$186 million within Accounts payable and \$99 million within Other current liabilities as of December 31, 2022. These amounts for December 31, 2022 were previously presented as Due to Former Parent, current. In addition, the Company presents \$957 million within Other non-current liabilities as of December 31, 2022. These amounts for December 31, 2022 were previously presented as Due to Former Parent, non-current.

89

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Net Transfers from (to) Former Parent

Net transfers from (to) Former Parent are included within Former Parent investment in the Consolidated Statements of Changes in Equity. The components of the transfers from (to) Former Parent are as follows:

		Year Ended December 31,			Year Ended December 31,	Year Ended December 31,	Year Ended December 31,
		2023	2022	2021			
(in millions)	(in millions)			(in millions)			
General financing activities							
Cash pooling and other equity settled balances with Former Parent							
Related-party notes converted to equity							

Corporate allocations

Research and development income from Former Parent

Total net transfers from Former Parent

Exclude non-cash items:

Stock-based compensation

Stock-based compensation

Stock-based compensation

Other non-cash activities with Former Parent, net

Related-party notes converted to equity

Cash pooling and intercompany financing activities with Former Parent, net

Total net transfers to Former Parent per Consolidated Statements of Cash Flow

NOTE 24.22 REPORTABLE SEGMENTS AND RELATED INFORMATION

The Company's business is comprised of two reportable segments, which are further described below. These segments are strategic business groups, which are managed separately as each represents a specific grouping of related automotive components and systems.

- Fuel Systems.** This segment provides advanced fuel injection systems, fuel delivery modules, canisters, sensors, electronic control modules and associated software. Our highly engineered fuel injection systems portfolio includes pumps, injectors, fuel rail assemblies, engine control modules, and complete systems, including software and calibration services, that reduce emissions and improve fuel economy for traditional and hybrid applications.
- Aftermarket.** Through this segment, the Company sells products to independent aftermarket customers and OES customers. Its product portfolio includes a wide range of products as well as maintenance, test equipment and vehicle diagnostics solutions. The Aftermarket segment also includes sales of starters and alternators to OEMs.

Segment Adjusted Operating Income (AOI) is the measure of segment income or loss used by the Company. Segment AOI is comprised of segment operating income adjusted for restructuring, separation and transaction costs, intangible asset amortization expense, impairment charges, other net expenses and other items not reflective of ongoing operating income or loss. The Company believes Segment AOI is most reflective of the operational profitability or loss of its reportable segments. Segment AOI excludes certain corporate costs, which primarily represent corporate expenses not directly attributable to the individual segments.

The Company's chief operating decision maker ("CODM") is the chief executive officer.

The CODM uses Segment AOI for the financial planning and review process. The CODM considers actual-to-

88

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

forecast and actual-to-actual variances on a quarterly basis for Segment AOI when making decisions about the allocation of operating and capital resources to each segment. The CODM also uses Segment AOI for evaluating pricing strategy and to assess the performance of each segment by comparing the results of each segment with one another and in determining the compensation of certain employees.

The following tables show segment revenues and significant expenses, Segment AOI, and segment information for the Company's reportable segments:

2024 Segment Revenues and Significant Expenses

(in millions)	Fuel Systems	Aftermarket	Inter-segment Eliminations	Consolidated
Net Sales from external customers	\$ 2,020	\$ 1,383	\$ —	\$ 3,403
Inter-segment eliminations	\$ 244	\$ 10	\$ (254)	\$ —
Net Sales	\$ 2,264	\$ 1,393	\$ (254)	\$ 3,403
Less:				
Cost of sales	1,885	1,015		
Selling, general and administrative expenses (excluding Net R&D costs shown separately below) ¹	65	142		
Net R&D costs	102	10		
Other segment items ²	(6)	6		
Segment AOI	\$ 218	\$ 220		

2023 Segment Revenues and Significant Expenses

(in millions)	Fuel Systems	Aftermarket	Inter-segment Eliminations	Consolidated
Net Sales from external customers	\$ 2,177	\$ 1,323	\$ —	\$ 3,500
Inter-segment eliminations	\$ 230	\$ 6	\$ (236)	\$ —
Net Sales	<u>\$ 2,407</u>	<u>\$ 1,329</u>	<u>\$ (236)</u>	<u>\$ 3,500</u>
Less:				
Cost of sales	2,030	977		
Selling, general and administrative expenses (excluding Net R&D costs shown separately below) ¹	78	118		
Net R&D costs	98	10		
Other segment items ²	(14)	28		
Segment AOI	<u>\$ 215</u>	<u>\$ 196</u>		

89

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

2022 Segment Revenues and Significant Expenses

(in millions)	Fuel Systems	Aftermarket	Inter-segment Eliminations	Consolidated
Net Sales from external customers	\$ 2,072	\$ 1,276	\$ —	\$ 3,348
Inter-segment eliminations	\$ 221	\$ 8	\$ (229)	\$ —
Net Sales	<u>\$ 2,293</u>	<u>\$ 1,284</u>	<u>\$ (229)</u>	<u>\$ 3,348</u>
Less:				
Cost of sales	1,881	972		
Selling, general and administrative expenses (excluding Net R&D costs shown separately below) ¹	85	116		
Net R&D costs	92	12		
Other segment items ²	(17)	(7)		
Segment AOI	<u>\$ 252</u>	<u>\$ 191</u>		

¹ Excludes intangible amortization.

² Other segment items include inter-segment fees and other income.

Segment AOI

(in millions)	Year Ended December 31,		
	2024	2023	2022
Fuel Systems	\$ 218	\$ 215	\$ 252
Aftermarket	220	196	191
Segment AOI	438	411	443
Corporate, including stock-based compensation	92	47	48
Intangible asset amortization expense	28	28	28
Separation and transaction costs	31	80	31
(Gains) losses for other one-time events	(7)	3	2

Restructuring expense	14	12	11
Asset impairments	21	—	5
Equity in affiliates' earnings, net of tax	(11)	(10)	(11)
Interest expense	99	56	20
Interest income	(16)	(13)	(6)
Other postretirement expense (income)	—	2	(32)
Earnings before income taxes	\$ 187	\$ 206	\$ 347

90

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following tables show segment information Geographic Information

During the years ended December 31, 2024, 2023 and ~~2022~~ AOI for 2022, approximately 63%, 63% and 65% of the Company's reportable segments: consolidated net sales were outside the U.S., respectively, attributing sales to the location of billing rather than the location of the customer. Outside the United States, no countries other than those presented below exceeded 5% of consolidated net sales during the years ended December 31, 2024, 2023, and ~~2022~~.

2023 Segment information

(in millions)	Net sales			Year-end assets	Depreciation/ amortization	Long-lived asset expenditures
	Customers	Inter-segment	Net			
Fuel Systems	\$ 2,177	\$ 230	\$ 2,407	\$ 2,207	\$ 141	\$ 136
Aftermarket	1,323	6	1,329	1,364	28	13
Inter-segment eliminations	—	(236)	(236)	—	—	—
Total	3,500	—	3,500	3,571	169	149
Corporate ²	—	—	—	470	1	1
Consolidated	\$ 3,500	\$ —	\$ 3,500	\$ 4,041	\$ 170	\$ 150

(in millions)	Net sales			Property, plant and equipment, net		
	2024	2023	2022	2024	2023	2022
United States	\$ 1,267	\$ 1,303	\$ 1,187	\$ 147	\$ 138	\$ 154
Europe:						
United Kingdom	701	712	650	170	175	169
Romania	246	238	219	143	139	136
Poland	171	180	156	7	55	51
Other Europe	276	295	280	103	104	103
Total Europe	1,394	1,425	1,305	423	473	459
China	467	503	606	176	203	224
Brazil	178	175	167	29	35	28
Other foreign	97	94	83	68	72	59
Total	\$ 3,403	\$ 3,500	\$ 3,348	\$ 843	\$ 921	\$ 924

2022 Segment information

Net sales	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures
Net sales	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures
Net sales	Year-end assets	Year-end assets	Depreciation/ amortization

(in millions)	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures ¹	
Fuel Systems				
Fuel Systems				
Fuel Systems				
Aftermarket				
Inter-segment eliminations				
Total				
Total				
Total				
Corporate ²				
Consolidated				
2021 Segment information	Net sales			
	Net sales			
	Net sales			
2023 Segment information	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures ¹	
(in millions)	Year-end assets	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures ¹
Fuel Systems				
Fuel Systems				
Fuel Systems				
Aftermarket				
Inter-segment eliminations				
Total				
Total				
Total				
Corporate ²				
Consolidated				
91				

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

2022 Segment information			
(in millions)	Year-end assets	Depreciation/ amortization	Long-lived asset expenditures ¹
Fuel Systems	\$ 2,314	\$ 142	\$ 91
Aftermarket	1,348	27	16
Total	3,662	169	107
Corporate ²	412	1	—
Consolidated	\$ 4,074	\$ 170	\$ 107

¹ Long-lived asset expenditures include capital expenditures and tooling outlays.

² Corporate assets include cash and cash equivalents, investments and long-term receivables, and deferred income taxes.

91

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Segment AOI

	Year Ended December 31,		
	2023	2022	2021
(in millions)			
Fuel Systems	\$ 215	\$ 252	\$ 227
Aftermarket	196	191	149
Segment AOI	411	443	376
Corporate, including stock-based compensation	64	79	116
Royalty income from Former Parent	(17)	(31)	(22)
Intangible asset amortization expense	28	28	29
Separation and transaction costs	80	31	7
Restructuring expense (Note 3)	12	11	55
Asset impairments, write offs and lease modifications	—	5	17
Other non-comparable items	3	2	—
Equity in affiliates' earnings, net of tax	(10)	(11)	(7)
Interest expense	56	20	35
Interest income	(13)	(6)	(1)
Other postretirement expense (income)	2	(32)	(39)
Earnings before income taxes and noncontrolling interest	206	347	186
Provision for income taxes	104	85	33
Net earnings	102	262	153
Net earnings attributable to the noncontrolling interest, net of tax	—	—	1
Net earnings attributable to PHINIA Inc.	\$ 102	\$ 262	\$ 152

Geographic Information

During the years ended December 31, 2023, 2022 and 2021, approximately 71%, 73% and 78% of the Company's consolidated net sales were outside the U.S., respectively, attributing sales to the location of production rather than the location of the customer. Outside the United States, no countries other than those presented below exceeded 5% of consolidated net sales during the years ended December 31, 2023, 2022, and 2021. The Company's investments in equity securities are excluded from the definition of long-lived assets, as are goodwill and certain other non-current assets.

	Net sales			Long-lived assets		
	2023	2022	2021	2023	2022	2021
(in millions)						
United States	\$ 1,032	\$ 916	\$ 707	\$ 138	\$ 154	\$ 144
Europe:						
United Kingdom	712	650	653	175	169	181
Romania	238	219	256	139	136	143
France	139	156	207	59	60	74
Poland	180	156	171	55	51	49
Other Europe	156	124	142	45	43	51
Total Europe	1,425	1,305	1,429	473	459	498
China	503	606	642	203	224	267
Mexico	282	287	244	53	38	37
Other foreign	258	234	205	54	49	44
Total	\$ 3,500	\$ 3,348	\$ 3,227	\$ 921	\$ 924	\$ 990

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Sales to Major Customers

Consolidated net sales to General Motors Company (including its subsidiaries) were approximately 17%, 16%, and 12% for the years ended December 31, 2023 December 31, 2024, 2023, and 2022, respectively. Such sales consisted of a variety of products to a variety of customer locations and regions. No other single customer accounted for more than 10% of consolidated net sales in any of the years presented.

Sales by Product Line

Sales The following table show sales by product line as a percent of products for commercial vehicle and industrial applications represented approximately 25%, 27% and 23% of consolidated net total sales for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, respectively. Sales of products 2022. No other product line accounted for light vehicles represented approximately 44%, 46% and 46% more than 10% of consolidated net sales for in any of the years ended December 31, 2023, 2022 and 2021, respectively. Sales of aftermarket products represented approximately 31%, 27%, and 31% of consolidated net sales for the years ended December 31, 2023, 2022 and 2021, respectively, presented.

	Year Ended December 31,		
	2024	2023	2022
Independent aftermarket and original equipment service solutions	34 %	31 %	32 %
Light passenger vehicle applications	27 %	26 %	23 %
Commercial vehicle and industrial applications	20 %	20 %	22 %
Light commercial vehicle applications	18 %	22 %	22 %

§3.92

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 25 23 OPERATING CASH FLOWS AND OTHER SUPPLEMENTAL FINANCIAL INFORMATION

(in millions)	Year Ended December 31,		
	2023	2022	2021
OPERATING			
Net earnings	\$ 102	\$ 262	\$ 153
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and tooling amortization	143	142	175
Intangible asset amortization	28	28	29
Restructuring expense, net of cash paid	—	5	42
Stock-based compensation expense	10	11	11
Asset impairments	—	5	14
Deferred income tax provision (benefit)	32	25	(56)
Other non-cash adjustments	(7)	3	10
Adjustments to reconcile net earnings to net cash provided by operating activities	308	481	378
Changes in assets and liabilities, excluding foreign currency translation adjustments:			
Receivables	79	(103)	16
Inventories	(4)	(60)	(84)
Prepayments and other current assets	(5)	12	(4)
Accounts payable and other current liabilities	(95)	16	(96)

Prepaid taxes and income taxes payable	—	31	9
Other assets and liabilities	(26)	(69)	(69)
Retirement plan contributions	(7)	(5)	(3)
Net cash provided by operating activities	\$ 250	\$ 303	\$ 147

SUPPLEMENTAL CASH FLOW INFORMATION

Cash paid during the year for:

Interest, net	\$ 26	\$ 13	\$ 14
Income taxes, net of refunds	\$ 88	\$ 51	\$ 38
Non-cash investing transactions:			
Period end accounts payable related to property, plant and equipment purchases	\$ 48	\$ 67	\$ 44

94

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 26 INTERIM FINANCIAL INFORMATION (UNAUDITED)

While preparing the Company's consolidated financial statements for the year ended December 31, 2023, the Company identified a cross-currency intercompany loan that was contributed to equity as part of the legal entity step plan that covered the tax and legal transactions needed to complete the separation at the date of the Spin-Off. The loan was not appropriately accounted for as it remained recorded on the Company's general ledger at the date of the Spin-Off. As a result, a foreign currency gain was improperly recorded through Selling, general and administrative expenses within the Statement of Operations for the three and nine months ended September 30, 2023. Further, there was an offsetting foreign currency cash pool liability intended to compensate for the remeasurement of the intercompany loan that remained outstanding at September 30, 2023. As the foreign currency loss related to this liability was related to the Spin-Off, it should have been recorded in Other operating expense (income), net, therefore it was misclassified within the Statement of Operations for the three and nine months ended September 30, 2023. The Company evaluated the errors and concluded that the errors were not material to its previously issued condensed consolidated financial statements. To correct the immaterial errors, the Company will revise the previously reported interim financial information in conjunction with the issuance of its quarterly report on Form 10-Q for the quarter ended September 30, 2024. The errors had no impact on the consolidated financial statements as of and for the fiscal year ended December 31, 2023.

The following table sets forth unaudited quarterly financial information for the years ended December 31, 2023 and 2022 reflecting the revision discussed above.

(in millions, except per share amounts)	2023				2022			
	Mar-31	Jun-30	Sep-30	Dec-31	Mar-31	Jun-30	Sep-30	Dec-31
Net sales	\$ 835	\$ 887	\$ 896	\$ 882	\$ 842	\$ 796	\$ 859	\$ 851
Gross profit	172	189	177	186	174	158	201	188
Selling, general and administrative expenses	99	103	104	107	100	101	100	106
Other operating expense (income), net	\$ 15	\$ 30	\$ 27	(\$ 2)	\$ 3	\$ 8	(\$ 10)	(\$ 5)
Operating income	58	56	46	81	71	49	111	87
Earnings before income taxes	58	56	30	62	78	54	121	94
Net earnings (loss)	\$ 35	\$ 35	(\$ 1)	\$ 33	\$ 57	\$ 41	\$ 89	\$ 75
Earnings (loss) per share - basic	\$ 0.74	\$ 0.74	(\$ 0.02)	\$ 0.71	\$ 1.21	\$ 0.87	\$ 1.89	\$ 1.60
Earnings (loss) per share - diluted	\$ 0.74	\$ 0.74	(\$ 0.02)	\$ 0.70	\$ 1.21	\$ 0.87	\$ 1.89	\$ 1.60

95

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The tables below reflect the impact of the revisions on the unaudited quarterly financial information:

Condensed Consolidated Statements of Operations							
(in millions, except per share amounts)	Three Months Ended September 30, 2023				Nine Months Ended September 30, 2023		
	As Previously		As Revised		As Previously		As Revised
	Reported	Adjustment	Reported	Adjustment	Reported	Adjustment	As Revised
Selling, general and administrative expenses	\$ 104	\$ —	\$ 104	\$ —	\$ 306	\$ —	\$ 306
Other operating expense (income), net	15	12	27	60	12	72	
Operating income	58	(12)	46	172	(12)	160	
Earnings before income taxes	42	(12)	30	156	(12)	144	
Net earnings (loss)	11	(12)	(1)	81	(12)	69	
Earnings (loss) per share - basic	\$ 0.24	\$ (0.26)	\$ (0.02)	\$ 1.72	\$ (0.26)	\$ 1.46	
Earnings (loss) per share - diluted	\$ 0.24	\$ (0.26)	\$ (0.02)	\$ 1.72	\$ (0.26)	\$ 1.46	

Condensed Consolidated Statements of Comprehensive (Loss) Income							
(in millions)	Three Months Ended September 30, 2023				Nine Months Ended September 30, 2023		
	As Previously		As Revised		As Previously		As Revised
	Reported	Adjustment	Reported	Adjustment	Reported	Adjustment	As Revised
Net earnings (loss)	\$ 11	\$ (12)	\$ (1)	\$ 81	\$ (12)	\$ 69	
Other comprehensive loss							
Foreign currency translation adjustments	(58)	12	(46)	(28)	12	(16)	
Total other comprehensive loss	(61)	12	(49)	(34)	12	(22)	

Condensed Consolidated Statement of Cash Flows							
(in millions)	Nine Months Ended September 30, 2023						
	As Previously		As Revised				
	Reported	Adjustment	Reported	Adjustment	Reported	Adjustment	As Revised
Net earnings (loss)	\$ 81	\$ (12)	\$ 69	\$ (1)	\$ 12	\$ 11	
Other non-cash adjustments							

Condensed Consolidated Balance Sheet							
(in millions)	September 30, 2023						
	As Previously		As Revised				
	Reported	Adjustment	Reported	Adjustment	Reported	Adjustment	As Revised
Retained Deficit	\$ (1)	\$ (12)	\$ (13)	\$ (122)	\$ 12	\$ (110)	
Accumulated other comprehensive loss							

96

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(in millions)	Year Ended December 31,		
	2024	2023	2022
OPERATING			
Net earnings	\$ 79	\$ 102	\$ 262
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and tooling amortization	132	143	142
Intangible asset amortization	28	28	28
Restructuring expense, net of cash paid	8	—	5

Loss on extinguishment of debt	22	—	—
Stock-based compensation expense	14	10	11
Asset impairments	21	—	5
Deferred income tax provision	11	32	25
Other non-cash adjustments	(8)	(7)	3
Changes in assets and liabilities, excluding foreign currency translation adjustments:			
Receivables	149	79	(103)
Inventories	23	(4)	(60)
Prepayments and other current assets	(33)	(5)	12
Accounts payable and other current liabilities	(114)	(95)	16
Prepaid taxes and income taxes payable	(9)	—	31
Other assets and liabilities	(10)	(26)	(69)
Retirement plan contributions	(5)	(7)	(5)
Net cash provided by operating activities	\$ 308	\$ 250	\$ 303

SUPPLEMENTAL CASH FLOW INFORMATION					
Cash paid during the year for:					
Interest, net	\$ 34	\$ 26	\$ 13		
Income taxes, net of refunds	\$ 94	\$ 88	\$ 51		
Non-cash investing transactions:					
Period end accounts payable related to property, plant and equipment purchases	\$ 51	\$ 48	\$ 67		

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all

93

[Table of Contents](#)

control issues and instances of fraud, if any, within the Company have been detected. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. However, the Company's disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives.

The Company has adopted and maintains Company's disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in the reports filed or submitted under the Exchange Act, such as this Form 10-K, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. The Company's disclosure controls and procedures are also designed to provide reasonable assurance that such information is accumulated and communicated to management, as appropriate, to allow timely decisions regarding required disclosure. As required under Exchange Act Rule 13a-15, the Company's management, including the Chief Executive Officer and Chief Financial Officer, has conducted an evaluation of the effectiveness of disclosure controls and procedures as of December 31, 2023 December 31, 2024, the end of the period covered by this Form 10-K report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2023 December 31, 2024.

Remediation of Previously Reported Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis.

As previously disclosed, the Company did not design and maintain effective controls over the determination and review of the calculation of cumulative translation adjustment in the Company's combined financial statements prepared on a carve-out basis. This material weakness resulted in a material adjustment to Accumulated other comprehensive income (loss) and Parent company investment at December 31, 2021, and Other comprehensive income (loss) for the years ended December 31, 2021 and 2020, all of which were recorded prior to the issuance of the combined financial statements.

During 2023, the Company took steps to enhance our internal control over financial reporting in response to the material weakness. Subsequent to the Spin-Off, the Company ceased preparing its financial statements on a carve-out basis and moved to a system-based calculation of cumulative translation adjustment. As of December 31, 2023, the Company had tested the effectiveness of the systematic control activities around the calculation of cumulative translation adjustment and concluded that the previously reported material weakness had been remediated.

Management's Report on Internal Control Over Financial Reporting

This Form 10-K does not include a report of management's assessment regarding The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, or as defined in Exchange Act Rule 13a-15(f). Management conducted an attestation report assessment of the Company's Company's internal control over financial reporting based on the framework and criteria established by the Committee of Sponsoring Organizations of the Treadway Commission in "Internal Control - Integrated Framework" (2013). Based on the assessment, management concluded that as of December 31, 2024, the Company's internal control over financial reporting was effective based on those criteria.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2024 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, due to a transition period established by the rules of the SEC for newly public companies, as stated in their report which appears herein.

97

[Table of Contents](#)

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting that occurred during the most recent fiscal quarter ended December 31, 2024 that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

Item 9B. Other Information

Trading Arrangements

None During the year ended December 31, 2024, none of the individuals serving as the Company's directors or "officers," as defined in Rule 16a-1(f) of the Exchange Act, at that time adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K, during S-K.

Change of Control Arrangements

As of February 10, 2025, the Company's fiscal quarter Company entered into Amended and Restated Change of Control Employment Agreements (Amended Agreements) with each of its executive officers, including the Chief Executive Officer (CEO). Among other updates, the Amended Agreements (i) increase the CEO's multiplier for cash severance benefits in the case of termination by the Company (other than for cause, death, or disability) or the CEO's termination for good reason from two times the sum of annual base salary and target bonus to three times the sum of annual base salary and target bonus and (ii) for all executive officers, provide that in the case that the successor or purchaser in a change of control does not assume or issue replacement awards, the performance goals with respect to outstanding performance awards will be deemed to have been fully earned and achieved at projected actual performance levels (as determined by the Compensation Committee, in its sole discretion), the performance period will be deemed to have ended December 31, 2023, on the date of the change of control, and all other conditions will be deemed to have been satisfied.

94

[Table of Contents](#)

The foregoing summary of the Amended Agreements does not purport to be complete and is qualified in its entirety by reference to the CEO Form of Amended and Restated Change of Control Employment Agreement and Non-CEO Form of Amended and Restated Change of Control Employment Agreement, which are attached to this Annual Report on Form 10-K as Exhibit 10.31 and Exhibit 10.32, respectively.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III**Item 10. Directors, Executive Officers and Corporate Governance**

Information regarding our directors, director nominees, changes to the procedures by which security holders may recommend nominees to our Board of Directors, and the Audit Committee and its financial experts will appear in the Company's proxy statement for its 2024 2025 Annual Meeting of Stockholders (Proxy Statement) under the headings "Proposal 1: Election of Directors," "Our Director Nominees," "Board Committees," "Compensation Committee Report" and "Code of Ethical Conduct," and is incorporated herein by reference.

Information regarding our executive officers is set forth under the heading "Information About Our Executive Officers" in Part I of this Form 10-K, which is incorporated herein by reference.

Code Information regarding compliance with Section 16(a) of Ethical Conduct the Securities Exchange Act of 1934, if applicable, will appear in the Company's Proxy Statement under the heading "Delinquent Section 16(a) Reports," and such disclosure, if any, is incorporated herein by reference.

The Company maintains a Code of Ethical Conduct that is applicable to all directors, officers, and employees of the Company, including our principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions. The Code of Ethical Conduct is posted on the Company's website at investors.phinia.com, www.phinia.com. The Company intends to disclose any amendments to, or waivers from, a provision of the Code of Ethical Conduct that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions on its website at investors.phinia.com, www.phinia.com.

Item 11. Executive Compensation

Information regarding director and executive compensation will appear in the Company's Proxy Statement under the headings "Non-Employee Director Compensation," "Compensation Committee Interlocks and Insider Participation," "Compensation Discussion and Analysis" and "Executive Compensation Tables," and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information regarding security ownership of certain beneficial owners and **management**, **management**, related stockholders matters, and the Company's equity compensation plans will appear in the Company's Proxy Statement under the

98

[Table of Contents](#)

headings "Beneficial Ownership of Company Stock" and "Equity Compensation Plan Information" and is incorporated herein by reference.

95

[Table of Contents](#)**Item 13. Certain Relationships and Related Transactions, and Director Independence**

Information regarding certain relationships and related party transactions and director independence that will appear in the Company's Proxy Statement under the headings "Certain Relationships and Related "Related Party Transactions" Transactions Policy" and "Director Independence" and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Information regarding principal accountant fees and services will appear in the Company's Proxy Statement under the heading "Independent Auditor's Fees" and is incorporated herein by reference.

PART IV**Item 15. Exhibit and Financial Statement Schedules**

The information required by Section (a)(3) of Item 15 is set forth on the Exhibit Index that precedes the Signatures page of this Form 10-K. The information required by Section (a)(1) of Item 15 is set forth above in Item 8, Financial Statements and Supplementary Data. All financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule or because the information required is included in the consolidated financial statements and notes thereto included in this Form 10-K.

Item 16. Form 10-K Summary

Not applicable.

99 96

Exhibit Index

2.1	Separation and Distribution Agreement, dated as of July 2, 2023, by and between BorgWarner and the Company (incorporated by reference to Exhibit 2.1 of the Company's Form 8-K filed on July 7, 2023).
3.1	Amended and Restated Certificate of Incorporation of PHINIA Inc. (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K filed on June 30, 2023).
3.2	Amended and Restated By-Laws of PHINIA Inc. (incorporated by reference to Exhibit 3.2 of the Company's Form 8-K filed on June 30, 2023).
4.1	Description of Securities* Securities (incorporated by reference to Exhibit 4.1 of the Company's Form 10-K for the fiscal year ended December 31, 2023).
4.2	Indenture, dated as of April 4, 2024, by and among the Company, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.1 of the Company's Form 8-K filed on April 4, 2024).
10.1	Transition Services Agreement, dated as of July 2, 2023, by and between BorgWarner and the Company (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed on July 7, 2023).
10.2	Tax Matters Agreement, dated as of July 2, 2023, by and between BorgWarner and the Company (incorporated by reference to Exhibit 10.2 of the Company's Form 8-K filed on July 7, 2023).
10.3	Employee Matters Agreement, effective as of July 2, 2023, by and between BorgWarner and the Company (incorporated by reference to Exhibit 10.3 of the Company's Form 8-K filed on July 7, 2023).
10.4	Intellectual Property Cross-License Agreement, dated as of June 30, 2023, June 30, 2023, by and among BorgWarner, Delphi Technologies IP Limited, PHINIA Technologies, Inc. and BorgWarner Luxembourg Operations S.A.R.L (incorporated by reference to Exhibit 10.4 of the Company's Form 8-K filed on July 7, 2023).
10.5	Electronics Collaboration Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner PDS (USA) Inc. and PHINIA Technologies Inc (incorporated by reference to Exhibit 10.5 of the Company's Form 8-K filed on July 7, 2023).
10.6	Contract Manufacturing Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner Propulsion Systems LLC, BorgWarner Luxembourg Operations SARL and BorgWarner Propulsion II LLC (incorporated by reference to Exhibit 10.6 of the Company's Form 8-K filed on July 7, 2023).
10.7	Contract Manufacturing Agreement, dated as of July 2, 2023, by and between BorgWarner (Shanghai) Automobile Fuel Systems Co., Ltd. and BorgWarner Automotive Components (Ningbo), Co., Ltd. (incorporated by reference to Exhibit 10.7 of the Company's Form 8-K filed on July 7, 2023).
10.8 10.7	Contract Manufacturing Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner (Shanghai) Automobile Fuel Systems Co., Ltd. and BorgWarner Poland sp. z o.o (incorporated by reference to Exhibit 10.8 of the Company's Form 8-K filed on July 7, 2023).
10.9	Contract Manufacturing Agreement, dated as of July 2, 2023, by and between BorgWarner (Shanghai) Automobile Fuel Systems Co., Ltd. and BorgWarner Automotive Components (Ningbo), Co. Ltd. (incorporated by reference to Exhibit 10.9 of the Company's Form 8-K filed on July 7, 2023).
10.10 10.8	Contract Manufacturing Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner eMobility Poland sp. z o.o and BorgWarner Mobility Poland sp. z o.o. (incorporated by reference to Exhibit 10.10 of the Company's Form 8-K filed on July 7, 2023).
10.11 10.9	ECU Supply Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner Singapore Holdings Pte. Ltd. and BorgWarner France SAS (incorporated by reference to Exhibit 10.11 of the Company's Form 8-K filed on July 7, 2023).
10.12 10.10	ECU Supply Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner Singapore Holdings Pte. Ltd. and BorgWarner India Private Limited (incorporated by reference to Exhibit 10.12 of the Company's Form 8-K filed on July 7, 2023).
10.13 10.11	ECU Supply Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner Singapore Holdings Pte. Ltd. and BorgWarner Fuel Systems (Yantai) Co., Ltd. (incorporated by reference to Exhibit 10.13 of the Company's Form 8-K filed on July 7, 2023).
10.14 10.12	ECU Supply Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner PowerDrive Systems (Suzhou) Co., Ltd. and BorgWarner (Shanghai) Automobile Fuel Systems Co., Ltd. (incorporated by reference to Exhibit 10.14 of the Company's Form 8-K filed on July 7, 2023).

10.15	10.13	ECU Supply Agreement, dated as of July 2, 2023, by and between BorgWarner PowerDrive Systems (Suzhou) Co., Ltd. and BorgWarner Fuel Systems (Yantai) Co., Ltd. (incorporated by reference to Exhibit 10.15 of the Company's Form 8-K filed on July 7, 2023)
10.16	10.14	ECU Supply Agreement, dated as of July 2, 2023, July 2, 2023, by and between BorgWarner PowerDrive Systems (Suzhou) Co., Ltd. and BorgWarner Industria E Comercio Brasil Ltda (incorporated by reference to Exhibit 10.16 of the Company's Form 8-K filed on July 7, 2023)
10.17	10.15	Credit Agreement, dated as of July 3, 2023, July 3, 2023, by and among the Company, as borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent, a swingline lender and an L/C issuer, and the other swingline lenders and L/C issuers from time to time party thereto (incorporated by reference to Exhibit 10.17 of the Company's Form 8-K filed on July 7, 2023)
10.16		Amendment No. 1 to Credit Agreement, dated as of April 4, 2024, by and among the Company, the guarantors listed on the signature pages thereof, the lenders party thereto and Bank of America, N.A. as administrative agent (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed on April 4, 2024)
10.17		Amendment No. 2 to Credit Agreement, dated as of September 17, 2024, by and among the Company, the guarantors listed on the signature pages thereof, the lenders party thereto and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed on September 18, 2024)
10.18		PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-8 filed on June 30, 2023)+
10.19		Form of Restricted Stock Agreement for Non-Employee Directors under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.19 of the Company's Form 10-Q filed on August 7, 2023)+
10.20		Form of Conversion Award Restricted Stock Agreement for Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.18 of the Company's Form 10-Q filed on November 6, 2023)6, 2023)+
10.21		Form of Conversion Award Stock Unit Award Agreement for U.S. Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.19 of the Company's Form 10-Q filed on November 6, 2023)6, 2023)+
10.22		Form of Conversion Award Stock Unit Award Agreement for Non-U.S. Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.20 of the Company's Form 10-Q filed on November 6, 2023)6, 2023)+
10.23		Form of Restricted Stock Agreement for Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.21 of the Company's Form 10-Q filed on November 6, 2023)+
10.24		Form of Stock Unit Award Agreement for U.S. Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.22 of the Company's Form 10-Q filed on November 6, 2023)November 6, 2023)+
10.25		Form of Stock Unit Award Agreement for Non-U.S. Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.23 of the Company's Form 10-Q filed on November 6, 2023)November 6, 2023)+
10.26		Form of Performance Stock Unit Award Agreement for U.S. Employees under the PHINIA Inc. 2023 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed on February 21, 2024)+
10.26	10.27	Form of Restricted Stock Agreement for Employees

under the
PHINIA Inc.
2023 Stock
Incentive
Plan
(incorporated
by reference
to Exhibit
10.2 of the
Company's
Form 8-K
filed on
February 21,
2024).⁺

10.28 Form of
Performance
Stock Unit
Award
Agreement
for Non-U.S.
Employees
under the
PHINIA Inc.
2023 Stock
Incentive
Plan
(incorporated
by reference
to Exhibit
10.4 of the
Company's
Form 10-Q
filed on April
25, 2024).⁺

10.29 Form of
Stock Unit
Award
Agreement
for Non-U.S.
Employees
under the
PHINIA Inc.
2023 Stock
Incentive
Plan
(incorporated
by reference
to Exhibit
10.5 of the
Company's
Form 10-Q
filed on April
25, 2024).⁺

10.30 PHINIA Inc.
Management
Incentive
Bonus Plan
(incorporated
by reference
to Exhibit
10.20 of the

Company's
Form 10-Q
filed on
August 7,
2023)*)+

10.27 10.31	CEO Form of Amended and Restated Change of Control Employment Agreement* + Amendment to Non-CEO Executive Officer Form of Amended and Restated Change of Control Employment Agreement* +
10.28 10.32	PHINIA Inc. Amended and Restated Retirement Savings Excess Benefit Plan (incorporated by reference to Exhibit 10.29 of the Company's Form 10-K for the fiscal year ended December 31, 2023) +
10.29 10.33	Form of Deferred Cash Award Agreement for Employees (China) (incorporated by reference to Exhibit 10.2 of the Company's Form 10-Q filed on October 31, 2024) +
10.34	PHINIA Inc. Director Deferred Compensation Program 2025-2026 Board Year Election Form* +
10.35	Form of Stock Unit Award Agreement for Non-Employee Directors under the PHINIA Inc. 2023 Stock Incentive Plan* +
19.1	Insider Trading Policy*
21.1	Subsidiaries of the Company*
23.1	Consent of PricewaterhouseCoopers LLP Independent Registered Public Accounting Firm*
24.1	Powers of Attorney*
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer* Officer*
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer*
32.1 32	Section 1350 Certification of Chief Executive Officer**
32.2	Section 1350 Certification of Chief Financial Officer**
97.1	PHINIA Inc. Compensation Recovery Policy* Policy (incorporated by reference to Exhibit 97.1 of the Company's Form 10-K for the fiscal year ended December 31, 2023) **
101.INS	Inline XBRL Instance Document - the instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document*
101.SCH	Inline XBRL Taxonomy Extension Schema Document*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document*
104.1	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)*

Certain schedules, exhibits, and appendices have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish copies of any omitted schedule, exhibit, or appendix to the SEC upon request.

* Filed herewith

** Furnished herewith

+ Indicates management contracts or compensatory plans or arrangements required to be filed as exhibits to this Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

PHINIA INC.

By: /s/ Brady D. Ericson

Brady D. Ericson

President and Chief Executive Officer, Director (Principal Executive Officer)

Date: **February 28, 2024** **February 13, 2025**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following person on behalf of the registrant and in the capacities indicated on the **28th** **13th** day of February, **2024**, **2025**.

Signature	Title
/s/ Brady D. Ericson Brady D. Ericson	President and Chief Executive Officer, Director (Principal Executive Officer)
/s/ Chris P. Gropp Chris P. Gropp	Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Samantha M. Pombier Samantha M. Pombier	Vice President and Controller (Principal Accounting Officer)
/s/ Rohan S. Weerasinghe Rohan S. Weerasinghe	Non-Executive Chair and Director
/s/ Samuel R. Chapin Samuel R. Chapin	Director
/s/ Robin Kendrick Robin Kendrick	Director
/s/ Latondra Newton Latondra Newton	Director
/s/ D'aun Norman D'aun Norman	Director
/s/ Meggan M. Walsh Meggan M. Walsh	Director
/s/ Roger J. Wood Roger J. Wood	Director

103

Exhibit 4.1

**DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO
SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

The following description sets forth certain material terms and provisions of the securities of PHINIA Inc. (the "**Company**") that are registered under Section 12 of the Securities Exchange Act of 1934, as amended, and relevant provisions of the Delaware General Corporation Law (the "**DGCL**"). This description does not purport to be complete. It is subject to, and qualified in its entirety by reference to, the applicable provisions of the DGCL, our Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**"), and our Amended and Restated By-Laws (the "**Bylaws**"), each of which is incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. We encourage you to read our Certificate of Incorporation, our Bylaws, and the applicable provisions of the DGCL for additional information.

Authorized Capital Stock

We are authorized to issue a total of 201,000,000 shares of capital stock, consisting of 200,000,000 shares of Common Stock, par value \$0.01 per share ("**Common Stock**"), and 1,000,000 shares of Preferred Stock, par value \$0.01 per share ("**Preferred Stock**").

Common Stock

Dividend Rights

Holders of our Common Stock are entitled to receive dividends, if any, as may be declared from time to time by the Company's Board of Directors (the "Board") in its discretion out of funds legally available therefor. The timing, declaration, amount, and payment of future dividends depend on the Company's financial condition, earnings, capital requirements, preferences of any Preferred Stock, and debt service obligations, as well as legal requirements, regulatory constraints, industry practice, and other factors that the Board deems relevant. The Board makes all decisions regarding the payment of dividends from time to time in accordance with applicable law.

Voting Rights

Except as otherwise provided in the Certificate of Incorporation or by applicable law, each holder of our Common Stock is entitled to one vote per share and is entitled to vote on all matters presented to a vote of stockholders, including the election of directors. Holders of our Common Stock have no cumulative voting rights.

Subject to any voting rights of the holders of any series of Preferred Stock or any other series or class of stock to elect directors under specified circumstances, a nominee for director will be elected to the Board if the votes cast "for" such nominee's election exceed the votes cast "against" such nominee's election; provided, however, that directors will be elected by a plurality of the votes cast at any meeting of stockholders for which (i) the Secretary receives a notice that a stockholder has nominated a person for election to the Board in compliance with the advance notice requirements for stockholder nominees for director set forth in the Bylaws and (ii) such nomination has not been withdrawn by such stockholder on or prior to the 10th day before the date the Company first mails its notice of meeting for such meeting to the stockholders.

The Bylaws may be amended by the affirmative vote of the holders of a majority of the voting power of the then outstanding voting stock of the Company at any meeting of stockholders if such action is contained in the notice for such meeting, or by the affirmative vote of a majority of the Whole Board (as defined below) at any meeting of the Board as described in the Bylaws.

Except as otherwise provided by law, the Certificate of Incorporation, or the Bylaws, all matters other than the election of directors submitted to the stockholders at any meeting will be decided by a majority of the votes cast affirmatively or negatively with respect thereto.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Company, after payment has been made to the holders of our Preferred Stock of the full amount to which they are entitled, the holders of our Common Stock will be entitled, to the exclusion of the holders of our Preferred Stock, to share, ratably according to the number of shares of our Common Stock held by them, in all remaining assets of the Company available for distribution to its stockholders.

Other Rights

Holders of our Common Stock have no preemptive rights to purchase or subscribe for any stock or other securities. In addition, there are no conversion, redemption, or sinking fund provisions that apply to our Common Stock. Our Common Stock is not liable to further call or assessment by the Company or subject to any restriction on alienability, except as required by law.

Preferred Stock

The rights of holders of our Common Stock may be materially limited or qualified by the rights of holders of our Preferred Stock that may be issued in the future.

Under the terms of the Certificate of Incorporation, the Board has the authority by resolution to issue up to 1,000,000 shares of Preferred Stock from time to time on such terms as it may determine. The Board has the authority to divide the Preferred Stock into one or more series and, in connection with the creation of any such series, to determine and fix the distinguishing designations, dividend rights, redemption terms and prices, redemption or sinking fund provisions, conversion rights, liquidation rights, relative preferences, voting rights, and other rights of each such series of Preferred Stock.

Anti-Takeover Effects of Certain Provisions of our Certificate of Incorporation and Bylaws

Certain provisions of the DGCL and our Certificate of Incorporation and Bylaws summarized below may delay, defer, discourage, or prevent a change in control of the Company, the removal of our management or directors, or an offer by a potential acquirer to our stockholders. These provisions include:

- *Certain Effects of Authorized but Unissued Stock.* The Company may issue additional shares of Common Stock or Preferred Stock without stockholder approval, subject to applicable rules of the New York Stock Exchange and the DGCL, for a variety of corporate purposes, including future public or private offerings to raise additional capital, corporate acquisitions, and for employee benefit plans and equity grants, all of which may result in additional dilution to existing holders. The existence of unissued and unreserved Common Stock and Preferred Stock may enable the Company to issue shares that could discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger, or otherwise.

- **Undesignated Preferred Stock.** Our Certificate of Incorporation authorizes the Board to issue shares of Preferred Stock and set the voting powers, designations, preferences, and other rights related to that Preferred Stock without stockholder approval.
- **Vacancies.** Our Certificate of Incorporation and Bylaws provide that subject to the rights of the holders of any series of Preferred Stock or any other series or class of stock to elect directors under specified circumstances, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal, or other cause will be filled only by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board is present. Any director elected to fill a vacancy will hold office until the next annual meeting of stockholders and will continue to hold office until such director's successor has been elected and qualified.
- **Removal.** Our Certificates of Incorporation and Bylaws provide that subject to the rights of the holders of any series of Preferred Stock or any other series or class of stock to elect directors under specified circumstances, any director may be removed from office at any time, with or without cause, but only by the affirmative vote of the holders of a majority of the voting power of the then outstanding voting stock, voting together as a single class.
- **Special Meeting of Stockholders.** Subject to the rights of the holders of any series of Preferred Stock, our Bylaws provide that special meetings of the stockholders may only be called by the Board by resolution of the Board adopted by the affirmative vote of not less than a majority of the total number of directors that the Company would have if there were no vacancies (the "Whole Board") or by any person or committee expressly so authorized by the Board by resolution of the Board adopted by the affirmative vote of not less than a majority of the Whole Board.
- **No Stockholder Action By Written Consent.** Our Certificate of Incorporation provides that no action that is required or permitted to be taken by the stockholders of the Company at any annual or special meeting of the stockholders may be effected by consent of stockholders in lieu of a meeting.
- **Stockholder Advance Notice Procedures.** Our Bylaws establish advance notice procedures with respect to stockholder proposals and the nomination by stockholders of candidates for election as directors. These provisions may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed.

Anti-Takeover Effects of Certain Provisions of Delaware Law

We are subject to the provisions of Section 203 of the DGCL, which generally may have an anti-takeover effect for transactions not approved in advance by the Board, including discouraging attempts that might result in a premium over the market price for our Common Stock. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that the stockholder becomes an interested stockholder unless:

- the business combination or the transaction that resulted in the stockholder becoming an interested stockholder is approved by the corporation's board of directors prior to the time the interested stockholder obtained such status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, other than stock held by directors who are also officers or by specified employee stock plans; or
- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

For purposes of Section 203, a "business combination" is broadly defined to include mergers, consolidations, sales, and other dispositions of assets having an aggregate market value equal to 10% or more of the consolidated assets of the corporation, and other specified transactions resulting in financial benefits to the interested stockholder. In general, an "interested stockholder" is a person who owns (or is an affiliate or associate of the corporation and, within the prior three years, did own) 15% or more of the corporation's voting stock.

CHANGE OF CONTROL EMPLOYMENT AGREEMENT

AGREEMENT by and between PHINIA Inc., a Delaware corporation (the "Company") and _____ (the "Executive") dated as of the [] of [] 2023.

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of the Executive, notwithstanding the possibility, threat, or occurrence of a Change of Control (as defined below) of the Company. The Board believes it is imperative to diminish the distraction from the Executive's personal uncertainties and risks created by a pending or threatened Change of Control and to

encourage the Executive's full attention and dedication to the Company, and to provide the Executive with satisfactory and competitive compensation and benefits arrangements upon a Change of Control.

WHEREAS, because the Executive will obtain intimate and valuable knowledge and experience concerning the Company, as well as technical, financial, customer and other confidential information, as a condition to the Company's willingness to enter into this Agreement, the Company has required and the Executive has delivered a non-compete agreement in a form determined by the Company (the "Employee Agreement"), pursuant to which Executive has agreed not to compete with the Company or solicit the Company's employees and customers during Executive's employment with the Company and during a specified period following Executive's termination of employment with the Company.

WHEREAS, the Company would not have entered into this Agreement but for Executive's execution of the Employee Agreement and, accordingly the Executive and the Company have entered into the Employee Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Certain Definitions.** (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b)) on which a Change of Control (as defined in Section 2) occurs. Anything in this Agreement to the contrary notwithstanding, if (i) the Executive's employment with the Company is terminated by the Company, (ii) the Date of Termination is before the date on which a Change of Control occurs, and (iii) it is reasonably demonstrated by the Executive that such termination of employment (A) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (B) otherwise arose in connection with or anticipation of a Change of Control, then for all purposes of this Agreement, the "Effective Date" shall mean the date immediately prior to such Date of Termination.

(a) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on the third anniversary of the date hereof; provided, however, that commencing on the date one year after the date hereof, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the "Renewal Date"), unless previously terminated, the Change of Control Period shall be automatically extended so as to terminate three years from such Renewal Date, unless at least 60 days prior to the Renewal Date the Company shall give notice to the Executive that the Change of Control Period shall not be so extended.

2. **Change of Control.** Under this Agreement, a "Change of Control" shall mean an event listed below occurring after the consummation of the transactions contemplated by the Separation and Distribution Agreement by and between PHINIA Inc. and the Company:

(a) The acquisition by any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either

(i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or

1

(ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities");

provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control:

W. any acquisition directly from the Company,

X. any acquisition by the Company,

Y. any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or

Z. any acquisition pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation by the Company of a reorganization, statutory share exchange, merger or consolidation or similar transaction involving the Company or any of its subsidiaries or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each of the foregoing, a "Business Combination"), in each case, unless, following such Business Combination,

(i) all or substantially all of the individuals and entities that were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be;

(ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination and

(iii) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

3. **Effect of Change of Control on Outstanding Awards.** If the Executive holds any outstanding awards ("Awards") under the Company's 2023 Stock Incentive Plan or any successor incentive

plan thereto (any "Plan") at the Effective Date, then, unless the applicable award agreement provides a more favorable result for the Executive, the following will apply:

(a) The successor or purchaser in the Change of Control transaction may assume such Awards or provide replacement awards with terms and conditions at least as favorable as the terms and conditions in effect prior to the Change of Control, provided that any such assumed Award or replacement award shall:

(i) have substantially equivalent economic value to the Award (as determined by the Compensation Committee of the Board as constituted immediately prior to the Change of Control (the "Committee"));

(ii) relate to a class of equity that is (or will be within five (5) business days following the Change of Control) listed to trade on a recognized securities market;

(iii) provide the Executive with rights and entitlements substantially equivalent to or better than the rights and entitlements applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule and identical or better timing and methods of payment (to the extent consistent with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), if applicable), including all provisions applicable in respect of such Award that provide for accelerated vesting;

(iv) with respect to Awards that vest upon the attainment of one or more performance goals, if the Change of Control occurs during the course of a performance period applicable to the Award, then (A) the performance goals shall be deemed to have been satisfied at the target level specified in the Executive's award agreement or, if greater, as otherwise specified by the Committee at or after grant, and (B) any assumed or substituted award shall not include a performance objective, unless otherwise determined by the Committee; and

(v) have terms and conditions providing that, if within two (2) years following a Change of Control either (x) the successor or purchaser in the Change of Control transaction (or any affiliate thereof) terminates the Executive's employment or service without Cause or (y) the Executive terminates the Executive's employment for Good Reason, then the following provisions shall apply to any assumed Awards or replacement awards described herein:

(A) Effective upon the date of the Executive's termination of employment or service, all of the Executive's outstanding Awards or replacement awards automatically shall vest (assuming, for any Award the vesting of which is subject to performance goals for which the performance period had not been completed as of the date of such termination, that such goals had been met at the target level); and

(B) If the assumed Award or replacement award relates to a class of equity that is not then listed to trade on a recognized securities market, then, at the election of the Executive, at the time of exercise or settlement of such Awards or replacement awards, the Executive may elect to receive, in lieu of the issuance of such equity, a cash payment equal to the fair market value of the equity otherwise issuable thereunder (such payment calculated using the definition of "Fair Market Value" (or similar definition) under the Plan as applied to the equity otherwise issuable under the assumed Award or replacement award).

(b) If the successor or purchaser in the Change of Control does not assume the Awards or issue replacement awards as provided in Section 3(a), then immediately prior to the date of the Change of Control:

(i) Any stock options and stock appreciation rights outstanding as of the date such Change of Control is determined to have occurred and not then exercisable and vested shall become fully exercisable and vested to the full extent of the original grant.

(ii) The restrictions applicable to any outstanding restricted stock shall lapse as of the date such Change of Control is determined to have occurred, and such restricted stock shall become free of all restrictions and become fully vested and transferable to the full extent of the original grant.

(iii) The restrictions applicable to any outstanding stock units shall lapse as of the date such Change of Control is determined to have occurred, and such stock units shall become free of all restrictions and become fully vested. Payment for stock units that have vested as a result of this Section 3(b)(iii) shall occur on the time(s) or event(s) otherwise specified in the applicable award agreement.

(iv) The restrictions applicable to any outstanding performance units and performance shares shall lapse as of the date such Change of Control is determined to have occurred, the performance goals of all such outstanding performance units and performance shares shall be deemed to have been achieved at target levels, the relevant performance period shall be deemed to have ended on the effective date of the Change of Control, and all other terms and conditions thereto shall be deemed to have been satisfied. If, due to a Change of Control, a performance period is shortened, then the target performance award initially established for such performance period shall be prorated by multiplying the initial target performance award by a fraction, the numerator of which is the actual number of whole months in the shortened performance period and the denominator of which is the number of whole months in the original performance period. Payment for such performance units and performance shares that vest as a result of the Change of Control shall be made in cash or shares of the Company's common stock (as determined by the Committee) as promptly as is practicable upon such vesting, but in no event later than March 15 of the year following the year in which the performance units and performance shares shall have vested pursuant to this Section 3(b)(iv). Payment for performance units and performance shares that have vested prior to the Change of Control as a result of the Committee's waiver of payment limitations prior to the date of the Change of Control shall be made in cash or shares of the Company's common stock (as determined by the Committee):

(A) in the year following the year in which the performance period would have otherwise ended absent a Change of Control, or

(B) if earlier, as soon as practicable in the year in which the Executive has a separation from service; provided, however, that if the Executive is a "specified employee" (within the meaning of Code Section 409A) at the time of the Executive's separation from service and the Executive becomes entitled to payment of performance units or performance shares under this Section 3(b)(iv) by reason of such separation from service, payment shall be made on the first day of the seventh month following the month in which such separation from service occurs, or, if earlier, the date of the Executive's death.

Notwithstanding anything to the contrary in this Agreement, if an Award is considered deferred compensation subject to the provisions of Section 409A of the Code, and if a payment under such Award would otherwise be triggered upon a Change of Control, then the definition of Change of Control shall be deemed amended to the extent necessary to comply with Section 409A of the Code.

4. **Employment Period.** The Company agrees to continue the Executive in its employ, and the Executive agrees to remain in the employ of the Company subject to the terms and conditions of this Agreement, from the Effective Date and ending on the second anniversary of such date (the "Employment Period"). The Employment Period shall terminate upon the Executive's termination of employment for any reason.

5. **Terms of Employment.** (a) **Position and Duties.** (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned to the Executive at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 35 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic, or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements, or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the

performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) after the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) **Compensation.** (i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary ("Annual Base Salary"), which shall be paid at an annual rate, at least equal to twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. The Annual Base Salary shall be paid at such intervals as the Company pays executive salaries generally. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. During the Employment Period, Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) **Annual Bonus.** The Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (the "Annual Bonus") in cash at least equal to the average of the bonuses paid or payable to the Executive under the Company's Management Incentive Bonus Plan, or any comparable annual bonus under any predecessor or successor plan, in respect of the last three full fiscal years prior to the Effective Date (or, if the Executive was first employed by the Company after the beginning of the earliest of such three fiscal years, the average of the bonuses paid or payable under such plan(s) in respect of the fiscal years ending before the Effective Date during which the Executive was employed by the Company, with such bonus being annualized with respect to any such fiscal year if the Executive was not employed by the Company for the whole of such fiscal year) (the "Recent Average Bonus"). For the purposes of this section, if the Executive was employed by PHINIA Inc. or its affiliates immediately prior to the consummation of the Company's separation from PHINIA Inc., then any comparable annual bonus under any predecessor plan shall include any annual bonus earned by the Executive while so employed during the applicable prior three year period. If the Executive has not been eligible to earn such a bonus for any period prior to the Effective Date, the "Recent Average Bonus" shall mean the Executive's target annual bonus for the year in which the Effective Date occurs. Each such Annual Bonus shall be paid no later than two and a half months after the end of the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus pursuant to an arrangement that meets the requirements of Section 409A of the Code.

(iii) **Incentive, Savings and Retirement Plans.** During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable and, with respect to regular incentive opportunities, taking into account annual bonuses pursuant to Section 5(b)(ii)), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) **Welfare Benefit Plans.** During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs) ("Company Welfare Benefit Plans") to the extent applicable generally to other peer executives of the Company and its affiliated companies, but if the Company Welfare Benefit Plans provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date (the "Former Company Welfare Benefit Plans"), the Company shall provide the Executive with supplemental arrangements (such as individual insurance coverage purchased by the Company for the Executive) such that the Company Welfare Benefit Plans together with such supplemental

arrangements provide the Executive with benefits which are at least as favorable, in the aggregate, as those provided by the Former Company Welfare Benefit Plans.

(v) **Expenses.** During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) **Fringe Benefits.** During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies; provided, that such fringe benefits may be provided in cash or in kind, so long as the after-tax benefits to the Executive of such fringe benefits are not diminished in the aggregate.

(vii) **Office and Support Staff.** During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) **Vacation.** During the Employment Period, the Executive shall be entitled to paid vacation as well as paid days off for the period between Christmas and January 1, in each case in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 365-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

6. **Termination of Employment.** (a) **Death or Disability.** The Executive's employment shall terminate automatically upon the Executive's death. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give to the Executive written notice in accordance with Section 13(b) of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"), provided that, within the 30 days after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties. Under this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days (or for 180 business days in any consecutive 365 days) as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative.

(b) **Cause.** The Company may terminate the Executive's employment during the Employment Period with or without Cause. Under this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company or one of its affiliates (other than any such failure resulting from incapacity due to physical or mental illness or following the Executive's delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive by the Board or the Chief Executive Officer of the Company which specifically identifies the manner in which the Board or Chief Executive Officer of the Company believes that the Executive has not substantially performed the Executive's duties, or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent entity and is not publicly-traded, the board of directors (or, for a non-corporate entity, equivalent governing body) of the ultimate parent of the Company (the "Applicable Board") or upon the instructions of the Chief Executive Officer of the Company or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding the Executive if the Executive is a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, the Executive is guilty of the conduct described in subsection (i) or (ii), and specifying the particulars thereof in detail.

(c) **Good Reason.** The Executive's employment may be terminated by the Executive for Good Reason or by the Executive voluntarily without Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 5(a), or any other diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity), excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

- (ii) any failure by the Company to comply with any of the provisions of Section 5(b), other than an isolated, insubstantial, and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;
- (iii) the Company's requiring the Executive to be based at any office or location other than as provided in Section 5(a)(i)(B) or the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date;
- (iv) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement; or
- (v) any failure by the Company to comply with and satisfy Section 12(c).

For purposes of this Section 6(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) **Incapacity.** The Executive's mental or physical incapacity following the occurrence of an event described in clauses (i) through (v) of Section 6(c) shall not affect the Executive's ability to terminate employment for Good Reason and the Executive's death following delivery of a Notice of Termination for Good Reason shall not affect the entitlement of the estate of the Executive to severance payments or benefits provided hereunder upon a termination of employment for Good Reason.

(e) **Notice of Termination.** Any termination of employment by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 13(b). For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination (which date shall be not more than thirty days after

7

the giving of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(f) **Date of Termination.** "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date on which the Company notifies the Executive of such termination, (iii) if the Executive resigns without Good Reason, the date on which the Executive notifies the Company of such termination and (iv) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date, as the case may be. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

7. Obligations of the Company upon Termination. (a) **Good Reason; Other Than for Cause, Death or Disability.** If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause, Death or Disability or the Executive shall terminate employment for Good Reason:

(i) the Company shall pay to the Executive in a lump sum in cash within 30 days after the Date of Termination the aggregate of the following amounts:

(A) the sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, (2) the Executive's business expenses that are reimbursable pursuant to Section 5(b)(v) but have not been reimbursed by the Company as of the Date of Termination; (3) the Executive's Annual Bonus for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been determined but not paid as of the Date of Termination; (4) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in subclauses (1), (2), (3) and (4), the "Accrued Obligations") and (5) an amount equal to the product of (x) the Recent Average Bonus and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 (the "Pro Rata Bonus"); provided, that notwithstanding the foregoing, if the Executive has made an irrevocable election under any deferred compensation arrangement subject to Section 409A of the Code to defer any portion of the Annual Base Salary or the Annual Bonus described in clauses (1) or (3), then for all purposes of this Section 7 (including, without limitation, Sections 7(b) through 7(e)), such deferral election, and the terms of the applicable arrangement shall apply to the same portion of the amount described in such clause (1) or clause (3), and such portion shall not be considered as part of the "Accrued Obligations" but shall instead be an "Other Benefit" (as defined below); and

(B) the amount equal to the product of (1) two and (2) the sum of (x) the Executive's Annual Base Salary and (y) the Recent Average Bonus; and

(C) an amount equal to the product of (1) two and (2) the sum of (a) the Company Retirement Contributions (as defined in the PHINIA Inc. Retirement Savings Plan ("RSP")) that would have been made under the RSP for the first Plan Year (as defined in the RSP) ending after the Date of Termination if

there had been no Limitations (as defined below) on such Company Retirement Contributions and (b) an amount equal to the Company Matching Contributions (as defined in the RSP) that would have been made under the RSP in the first Plan Year after the Date of Termination if there had been no Limitations on such Company Matching Contributions, and assuming for these purposes that the Executive had elected to defer the maximum amount of Compensation (as defined in the RSP) permitted by the RSP (without regard to any Limitations on such deferral), and assuming for purposes of calculating the amounts in clauses (a) and (b) that the Executive had remained employed by the Company through the end of such Plan Year with compensation equal to that required by Section 5(b)(i) and

Section 5(b)(ii) ("Limitations" meaning limitations contained in the RSP, the Employee Retirement Income Security Act ("ERISA") or the Code);

(ii) for eighteen months following the Date of Termination (the "Benefits Period"), the Company shall provide the Executive and his eligible dependents with medical and dental insurance coverage (the "Health Care Benefits") and life insurance benefits no less favorable to those which the Executive and his spouse and eligible dependents were receiving immediately prior to the Date of Termination or, if more favorable to such persons, as in effect generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies; provided, however, that the Health Care Benefits shall be provided during the Benefits Period in such a manner that such benefits are excluded from the Executive's income for federal income tax purposes; provided, further, however, that if the Executive becomes re-employed with another employer and is eligible to receive health care benefits under another employer-provided plan, the health care benefits provided hereunder shall be secondary to those provided under such other plan during such applicable period of eligibility. The receipt of the Health Care Benefits shall be conditioned upon the Executive continuing to pay the Applicable COBRA Premium with respect to the level of coverage that the Executive has elected for the Executive and the Executive's spouse and eligible dependents (e.g., single, single plus one, or family). During the portion of the Benefits Period in which the Executive and his eligible dependents continue to receive coverage under the Company's Health Care Benefits plans, the Company shall pay to the Executive a monthly amount equal to the Applicable COBRA Premium in respect of the maximum level of coverage that the Executive could have elected to receive for the Executive and the Executive's spouse and eligible dependents if the Executive were still an employee of the Company during the Benefits Period (e.g., single, single plus one, or family) regardless of what level of coverage is actually elected, which payment shall be paid in advance on the first payroll day of each month, commencing with the month immediately following the Executive's Date of Termination. The Company shall use its reasonable best efforts to ensure that, following the end of the Benefit Period, the Executive and the Executive's spouse and eligible dependents shall be eligible to elect continued health coverage pursuant to Section 4980B of the Code or other applicable law ("COBRA Coverage"), as if the Executive's employment with the Company had terminated as of the end of such period. For purposes of determining eligibility (but not the time of commencement of benefits) of the Executive for retiree welfare benefits pursuant to the Company's retiree welfare benefit plans, if any, the Executive shall be considered to have remained employed until the end of the Benefit Period and to have retired on the last day of such period. For purposes of this Provision, "Applicable COBRA Premium" means the monthly premium in effect from time to time for coverage provided to former employees under Section 4980B of the Code and the regulations thereunder with respect to a particular level of coverage (e.g., single, single plus one, or family).

(iii) the Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be selected by the Executive in the Executive's sole discretion, but the cost thereof shall not exceed \$40,000; provided, further, that such outplacement benefits shall end not later than the last day of the second calendar year that begins after the Date of Termination; and

(iv) except as otherwise set forth in the last sentence of Section 8, to the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits") in accordance with the terms of the underlying plans or agreements.

Notwithstanding the foregoing provisions of Section 7(a)(i) and Section 7(a)(ii), in the event that the Executive is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Date of Termination) (a "Specified Employee"), amounts that constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code that would otherwise be payable and benefits that would otherwise be provided under Section 7(a)(i) or Section 7(a)(ii) during the six-month period immediately following the Date of Termination (other than the Accrued Obligations) shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("Interest") determined as of the Date of Termination, or provided on the first business day after the date that is six months following the Executive's Date of Termination (the "Delayed Payment Date");

(b) **Death.** If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, the Company shall provide the Executive's estate or beneficiaries with the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits (either pursuant to a plan, program, practice or policy or an individual arrangement) at least equal to the most favorable benefits provided by the Company and the affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive's estate and/or the Executive's beneficiaries, as in effect on the date of the Executive's death with respect to other peer executives of the Company and its affiliated companies and their beneficiaries.

(c) **Disability.** If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, the Company shall provide the Executive with the Accrued Obligations and Pro Rata Bonus and the timely payment or delivery of the Other Benefits in accordance with the terms of the underlying plans or agreements, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with interest, to the Executive on the Delayed Payment Date. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits (either pursuant to a plan, program, practice or policy or an individual arrangement) at least equal to the most favorable of those generally provided by the Company and the affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive and/or the Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Company and the affiliated companies and their families.

(d) **Cause.** If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide the Executive with the Executive's Annual Base Salary (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) through the Date of Termination, and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement.

(e) **Other than for Good Reason.** If the Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, the Company shall provide to the Executive the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits and shall have no other severance obligations under this Agreement. In such case, all the Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with interest, to the Executive on the Delayed Payment Date.

8. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy, or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 13(f), shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice, or program or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. Without limiting the generality of the foregoing, the Executive's resignation under this Agreement with or without Good Reason, shall in no way affect the Executive's ability to terminate employment by reason of the Executive's "retirement" under any compensation and benefits plans, programs or arrangements of the affiliated companies, including without limitation any retirement or pension plans or arrangements or to be eligible to receive benefits under any compensation or benefit plans, programs or arrangements of the Company or

any of its affiliated companies, including without limitation any retirement or pension plan or arrangement of the Company or any of its affiliated companies or substitute plans adopted by the Company or its successors, and any termination which otherwise qualifies as Good Reason shall be treated as such even if it is also a "retirement" for purposes of any such plan. Notwithstanding the foregoing, if the Executive receives payments and benefits pursuant to Section 7(a), the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the affiliated companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

9. **Full Settlement; Legal Fees.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as specifically provided in Section 7(a)(ii), such amounts shall not be reduced whether or not the Executive obtains other employment. The

Company agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), at any time from the Effective Date through the Executive's remaining lifetime (or, if longer, through the 20th anniversary of the Effective Date) to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof whether such contest is between the Company and the Executive or between either of them and any third party, and (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case Interest determined as of the date such legal fees and expenses were incurred. In order to comply with Section 409A of the Code, in no event shall the payments by the Company under this Section 9 be made later than the end of the calendar year next following the calendar year in which such fees and expenses were incurred, provided that the Executive or the Executive's estate shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred. The amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, and the Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit.

10. Certain Reduction of Payments by the Company.

(a) Anything in this Agreement to the contrary notwithstanding, in the event the independent accounting firm then used by the Company or such other nationally recognized certified public accounting firm as may be designated by the Executive (the "Accounting Firm") shall determine that receipt of all payments, distributions or benefits provided by the Company or the affiliated companies in the nature of compensation to or for the Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment"), would subject the Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Executive's Agreement Payments were reduced to the Reduced Amount. If the Accounting Firm determines that the Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Executive's Agreement Payments were so reduced, the Executive shall receive all Agreement Payments to which the Executive is entitled under this Agreement.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 10 shall be binding upon the Company and the Executive and shall be made as soon as reasonably practicable and in no event later than fifteen (15) days following the Date of Termination. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction hereunder of the amounts payable, if applicable, shall be made by reducing the Payments in the following order to the extent such Payments have not already been made at the time the reductions hereunder have become applicable: (i) the Payment with the higher ratio of the parachute payment value (as determined for purposes of Code Section 280G) to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a Payment with a lower ratio; (ii) the Payment with the later possible payment date shall be reduced or eliminated before a Payment with an earlier payment date; and (iii) cash Payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Section

11

409A of the Code, then the reduction shall be made pro rata among the Payments on the basis of the relative present value of the Payments. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, the Executive shall pay any such Overpayment to the Company together with Interest; provided, however, that no amount shall be payable by the Executive to the Company if and to the extent such payment would not either reduce the amount on which the Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than 60 days following the date on which the Underpayment is determined) by the Company to or for the benefit of the Executive together with Interest.

(d) For purposes hereof, the following terms have the meanings set forth below:

(i) "Reduced Amount" shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments pursuant to Section 10(a).

(ii) "Net After-Tax Receipt" shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determined to be likely to apply to the Executive in the relevant tax year(s).

(e) To the extent requested by the Executive, the Company shall cooperate with the Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by the Executive (including without limitation, the Executive agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant) before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of Section 280G of the Code), such that payments in respect of such services (or refraining from performing such services) may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of Section 280G of the Code in accordance with Q&A-5(a) of Section 280G of the Code.

11. **Confidential Information.** The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, or divulge any such information, knowledge, or data to anyone other than the Company and those persons designated by it. In no event shall an asserted violation of the provisions of this Section 11 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement, but the Company otherwise shall be entitled to all other remedies that may be available to it at law or equity.

12. **Successors.** (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive other than by will or the

laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 12(c), without the prior written consent of the Executive this Agreement shall not be assignable by the Company.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

13. **Miscellaneous.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Subject to the last sentence of Section 13(g), this Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:
[EXECUTIVE NAME]
[EXECUTIVE ADDRESS]

If to the Company:

PHINIA Inc.
3000 University Drive
Auburn Hills, MI 48326

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 6(c)(i)-(v), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a), prior to the Effective Date, the Executive's employment may be terminated by either the Executive or the Company at any time prior to the Effective Date, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) The Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, shall in all respects be administered in accordance with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the

Code. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. If the Executive dies following the Date of Termination and prior to the payment of the any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of the Executive's estate within 30 days after the date of the Executive's death. All reimbursements and in-kind benefits provided under this Agreement that constitute deferred compensation within the meaning of Section 409A of the Code shall be made or provided in accordance with the requirements of Section 409A of the Code, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred, provided, that the Executive shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Executive's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Executive's remaining lifetime (or if longer, through the 20th anniversary of the Effective Date). Prior to the Effective Date but within the time period permitted by the applicable Treasury Regulations, the Company may, in consultation with the Executive, modify the Agreement, in the least restrictive manner necessary and without any diminution in the value of the payments to the Executive, in order to cause the provisions of the Agreement to comply with the requirements of Section 409A of the Code, so as to avoid the imposition of taxes and penalties on the Executive pursuant to Section 409A of the Code.

14. Survivorship. Upon the expiration or other termination of this Agreement or the Executive's employment, the respective rights and obligations of the parties hereto shall survive to the extent necessary to carry out the intentions of the parties under this Agreement.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

EXECUTIVE

[NAME]

PHINIA Inc.

By:
Name:
Title:

AMENDMENT TO CHANGE OF CONTROL EMPLOYMENT AGREEMENT

WHEREAS, PHINIA Inc., a Delaware corporation (the "Company"), and _____ (the "Executive") previously entered into a Change of Control Employment Agreement ("Agreement") dated as of the [] of [] 2023.

WHEREAS, Section 11 of the Agreement set forth certain provisions related to protection of the Company's confidential information, which the Company and Executive seek to amend at this time.

NOW, THEREFORE, IT IS HEREBY AGREED, AND EXECUTIVE ACKNOWLEDGES, AS FOLLOWS:

First, Section 11 of the Agreement is amended and restated as follows:

11. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, or divulge any such information, knowledge, or data to anyone other than the Company and those persons designated by it. In no event shall an asserted violation of the provisions of this Section 11 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement, but the Company otherwise shall be entitled to all other remedies that may be available to it at law or equity.

Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"). Executive further understands that nothing in this Agreement limits Executive's ability to communicate with, and disclose information to, any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. Executive can provide information to Government Agencies without risk of retaliation or being held liable by the Company for liquidated damages or other penalties. This Agreement also does not limit Executive's right to receive an award for information provided to any Government Agencies.

Additionally, consistent with the preceding paragraph and pursuant to the U.S. Defend Trade Secrets Act of 2016, Executive may disclose Trade Secrets in confidence, either directly or indirectly, to Government Agencies, for the purpose described in the preceding paragraph. If trade secrets are included in or attached to a complaint or other document filed in a lawsuit or other proceeding, such filing must be made under seal. Additionally, if Executive files a retaliation lawsuit for reporting a suspected violation of law, Executive may disclose related Trade Secrets to their attorney and use them in related court proceedings, as long as Executive files documents containing the Trade Secret under seal and does not otherwise disclose the Trade Secret except pursuant to court order.

Second, all other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Amendment to Change of Control Employment Agreement to be executed in its name on its behalf, all as of the [] of [], 2024.

1

EXECUTIVE

[NAME]

PHINIA Inc.

By:
Name:
Title:

2100

PHINIA Inc. Amended and Restated Retirement Savings Excess Benefit Plan

RECITALS

A. BorgWarner Inc. ("BorgWarner") sponsors the BorgWarner Inc. Retirement Savings Excess Benefit Plan, as amended and restated effective January 1, 2009, as amended from time to time ("BW Excess Plan"), to provide benefits to certain employees whose participation in and benefits under the BorgWarner Retirement Savings Plan, as amended from time to time ("BW Savings Plan"), are limited by provisions in the Internal Revenue Code of 1986, as amended, including without limitation, Sections 401(a)(17), 401(k)(3), 401(m), 402(e) and 415 of the Code.

B. BorgWarner and PHINIA Inc. ("Corporation") entered into a Separation and Distribution Agreement dated July 3, 2023 ("Separation Agreement") governing the Separation Transaction (as defined in the Separation Agreement).

C. The Corporation and BorgWarner entered into an Employee Matters Agreement effective July 3, 2023 ("EM Agreement") setting forth the terms and conditions governing employee matters related to the Separation Transaction. In connection with the Separation Transaction, the Corporation established this Plan, and the Company (as defined below) assumed the obligations and liabilities from the Transferred BW Excess Plan Participants.

D. Any benefits due under the BW Excess Plan with respect to Transferred BW Excess Plan Participants will now be the sole responsibility of Company and this Plan, and any such benefits accrued but not yet paid under the BW Excess Plan immediately prior to the Effective Date, will be administered and paid under the terms of this Plan. All designations of beneficiaries, deferral elections, and distribution elections made under the BW Excess Plan by Transferred BW Excess Plan Participants and in effect immediately prior to the Effective Date will continue to apply and be administered under this Plan, until such designation or election expires or is otherwise changed or revoked in accordance with the terms of this Plan and Section 409A of the Code.

E. In connection with the Separation Transaction, the Corporation also established the PHINIA Inc. Deferred Compensation Plan ("DC Plan") effective January 1, 2024.

F. The Corporation now desires that the DC Plan be merged with and into this Plan effective January 1, 2024.

1. Plan Merger.

Effective January 1, 2024 ("Effective Date"), the Corporation merges the DC Plan with and into this Plan ("Plan Merger"). The recitals in this Plan are hereby incorporated as terms of the Plan as of the Effective Date.

Notwithstanding anything herein to the contrary, special provisions shall be applicable to the DC Plan Participants (defined below) regarding contributions and credits to the DC Plan Accounts (defined below), vesting of amounts credited to the DC Plan Accounts, and distribution of benefits from the DC Plan Accounts (such special provisions collectively referred to as "DC Plan Provisions"). The DC Plan Provisions are set forth in the supplement attached hereto as Exhibit A ("Supplement"), incorporated herein by reference, and such provisions only apply with respect to the DC Plan Accounts. The administration of the DC Plan Accounts shall be subject to the terms and conditions of the Plan and the Supplement.

(a) Each DC Plan Participant who had an account balance in the DC Plan as of the Effective Date shall automatically become a participant in the Plan, to the extent the DC Plan Participant is not already a participant in the Plan, and shall be subject to the terms and conditions of this Plan and the Supplement.

(b) All beneficiary designations, deferral elections and distribution elections made by each DC Plan Participant under the DC Plan prior to the Effective Date shall continue to apply and shall be administered under this Plan and the Supplement.

(c) The notional account balance, if any, under the DC Plan for each DC Plan Participant shall be transferred to a DC Plan Account. Account balances shall continue to be subject to the same investment elections that were made under the DC Plan until the DC Plan Participant makes a new investment election in accordance with the provisions of this Plan.

2. Definitions.

Except as otherwise provided in the Supplement with regard to the DC Plan Accounts, when capitalized, the following definitions shall apply under the Plan. Any capitalized terms used but not defined herein shall have the meanings assigned to them in the RSP or Separation Agreement unless the context clearly indicates otherwise.

2.01 Account. The term "Account" means, with respect to any Participant, the Participant's Supplementary Company Retirement Account and the Participant's Supplementary Savings Account and any subaccounts maintained with respect to a Participant.

2.02 Beneficiary. The term "Beneficiary" means the person, persons or trust designated to receive a benefit under the Plan, including the balance of the DC Plan Account, where applicable, after the death of a Participant. In the absence of a valid beneficiary designation under the Plan, the Participant's designated beneficiary under the RSP shall be the Beneficiary. In the absence of a valid beneficiary designation under the Plan and the RSP, the Beneficiary shall be determined in the same manner that a beneficiary would have been determined for the Participant under the RSP.

2.03 Code. The term "Code" means the United States Internal Revenue Code of 1986 and any successor thereto.

2.04 Code Section 409A. The term "Code" Section 409A means Section 409A of the Code, and the regulations and other guidance issued by the Treasury Department and the Internal Revenue Service thereunder.

2.05 Company. The term "Company" means, individually, the Corporation and the Corporation's divisions, subsidiaries, joint ventures and affiliates which are participating in the Plan. Divisions of the Corporation shall participate in the Plan as determined from time to time by the Committee. Subsidiaries and affiliates shall participate in the Plan by taking appropriate corporate action with the Committee's consent.

2.06 Compensation. The term "Compensation" means the regular salary, overtime pay and any bonus during any Plan Year; provided, however, that for purposes of determining the amount credited to the Supplemental Retirement Accounts under Sections 5 and 6 hereof, the Compensation of each Participant shall include such Participant's Before-Tax Contributions under the RSP, and such term shall not be limited to the maximum amount of the Participant's Compensation taken into consideration for purposes of the RSP.

2.07 DC Plan Account. The term "DC Plan Account" means the bookkeeping account (and any subaccounts) for a DC Plan Participant that is established and maintained under the Plan to record the transfer of the DC Plan Participant's balance from the DC Plan (if any), adjusted as determined under Section 10 hereof.

2.08 DC Plan Participant. The term "DC Plan Participant" means PHINIA Inc. employees who as of July 3, 2023 have a balance in the frozen BorgWarner Inc. Deferred Compensation Plan.

2.09 Employee. The term "Employee" means an Employee of the Company as defined in the RSP.

2.10 Participant. The term "Participant" means any Employee participating in the RSP (i) whose base compensation is classified as Salary Grade 16 or higher (or any comparable replacement classification implemented by the Company) and (ii) whose participation in and benefits under the RSP are limited by provisions in the Code, including, without limitation, Sections 401(a)(17), 401(k)(3), 401(m), 402(g)(1) and 415 of the Code. An Employee who ceases to meet all of the criteria established to be a Participant for a Plan Year shall not be eligible to participate in the Plan during such Plan Year. If an Employee ceases to meet the requirement to be a Participant but remains an Employee, no additional amounts shall be credited under Sections 5 or 6 of the Plan unless and until the Participant shall re-attain eligibility under the Plan. Where applicable, Participant shall also include Transferred BW Excess Plan Participants and DC Plan Participants.

2.11 Plan. The term "Plan" means the PHINIA Inc. Amended and Restated Retirement Savings Excess Benefit Plan, as may be amended from time to time.

2.12 Plan Year. The term "Plan Year" means the accounting year of the RSP, which is maintained on a January 1 through December 31 basis.

2.13 Pre-2005 Account Balance. The Term "Pre-2005 Account Balance" means the amounts credited to the BW Excess Plan on behalf of a Participant prior to January 1, 2005, and earnings thereon, that were vested as of December 31, 2004.

2

2.14 Post-2004 Account Balance. The Term "Post-2004 Account Balance" means (i) the amounts credited to the BW Excess Plan on behalf of a Participant on or after January 1, 2005 or that vested on or after January 1, 2005, and earnings thereon and (ii) all amounts credited to this Plan on behalf of a Participant, and earnings thereon.

2.15 Separation from Service. The term "Separation from Service" means the date on which a Participant dies, retires, or otherwise has a termination of employment from the Company within the meaning of Code Section 409A and Treasury Regulation Section 1.409A-1(h), or its successor.

2.16 Spin-Off. The term "Spin-Off" means the spin-off of the SpinCo Business in accordance with the terms of the Separation Agreement.

2.17 Supplementary Company Retirement Account. The term "Supplementary Company Retirement Account" means the account maintained for a Participant to which is credited the amount determined under Section 5 hereof, adjusted as determined under Section 10 hereof.

2.18 Supplementary Savings Account. The term "Supplementary Savings Account" means the account maintained for a Participant to which is credited the amount determined under Section 6 hereof, adjusted as determined under Section 10 hereof.

2.19 Transferred BW Excess Plan Participants. The term "Transferred BW Excess Plan Participants" means Transferred Corporation Participants, Transferred Corporation Participant Beneficiaries, and Transferred Former Employees.

2.20 Transferred Corporation Participant. The term "Transferred Corporation Participant" means each Employee as of immediately after the effective time of the Spin-Off who was participating in the BW Excess Plan and who becomes a Plan Participant as of the Effective Date in accordance with Section 4 below.

2.21 Transferred Corporation Participant Beneficiary. The term "Transferred Corporation Participant Beneficiary" means each dependent, beneficiary, alternate payee, and alternative recipient, as applicable, of a Transferred Corporation Participant who was due benefits under the BW Excess Plan with respect to the Transferred Corporation Participant as of the effective time of the Spin-Off.

2.22 Transferred Former Employee. The term "Transferred Former Employee" means "Former Employee" as defined in the EM Agreement who was due benefits under the BW Excess Plan as of the effective time of the Spin-Off.

2.23 Unforeseeable Emergency. The term "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's dependent (as defined in Code Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)), or a Beneficiary; loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The types of events which may qualify as an Unforeseeable Emergency may be limited by the Committee.

2.24 Valuation Date. The term "Valuation Date" means a date as of which each Investment Fund under the RSP is valued and the Participant's Accounts and DC Plan Accounts adjusted as provided in Article 10 thereof. Each Business Date (any day on which the New York Stock Exchange is open for trading and on which the principal office of the Administrative Services Provider, as such term is defined in the RSP, is open) during the Plan Year shall be deemed a Valuation Date.

3. Administration.

3.01 Generally. This Plan shall be administered by a committee of one or more persons established and appointed by the Corporation to administer the RSP (the "Committee"). The Committee shall have the sole responsibility for the administration of the Plan. A Committee member may resign by written notice to, or may be removed by, the Corporation, which shall appoint a successor to fill any vacancy on the Committee, howsoever caused. An Employee's membership on the Committee shall automatically terminate upon such Employee's termination of employment with the Corporation and all of the Corporation's subsidiaries, joint ventures and affiliates.

3

3.02 Appointment and Duties of the Committee. The Committee may delegate its responsibilities hereunder to one or more persons to serve at the Committee's discretion. The Committee or its delegate(s) shall have such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (i) To administer and enforce the Plan, including the discretionary and exclusive authority to interpret the Plan, to make all factual and legal determinations under the Plan and to resolve questions as between the Company and Participants or Beneficiaries, including questions which relate to eligibility and distributions from the Plan, to remedy possible ambiguities, inconsistencies or omissions, and decisions on claims which shall, subject to the claims procedures under the Plan, be conclusive and binding upon all persons hereunder, including, without limitation, Participants, other employees of the Company, Beneficiaries, and former Participants, and their executors, administrators, conservators, or heirs;
- (ii) To prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;
- (iii) To prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;
- (iv) To receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;
- (v) To furnish the Company, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;
- (vi) To receive, review and keep on file (as it deems convenient or proper) reports of the receipts and disbursements under the Plan;
- (vii) To appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal counsel, third party administrators ("TPAs"), and such clerical, medical, accounting, auditing, actuarial and other services as it may require in carrying out the provisions of the Plan or in connection with any legal claim or proceeding involving the Plan, to settle, compromise, contest, prosecute or abandon claims in favor of or against the Plan; and
- (viii) To discharge all other duties set forth herein.

3.03 Recusal. No member of the Committee shall participate in any action on any matters involving solely his or her own rights or benefits as a Participant under the Plan, and any such matters shall be determined by the other members of the Committee.

3.04 Direction on Payments. The Committee, or the person or persons designated by the Committee, shall review and approve all distributions from the Plan, including requests for distributions by reason of an Unforeseeable Emergency.

3.05 Actions by the Committee. The Committee may act at a meeting or by writing without a meeting, by the vote or assent of a majority of its members. The Committee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs and the administration of the Plan. A dissenting Committee member who, within a reasonable time after he or she has knowledge of any action or failure to act by the majority, registers his or her dissent in writing delivered to the other Committee members shall not be responsible for any such action or failure to act.

3.06 Expenses of the Committee. Members of the Committee shall not receive compensation from the Plan for those services they perform as the Committee members while employed by the Company. Any and all necessary expenses related to Plan administration shall be paid by the Corporation and each participating Company but may be charged against Plan Accounts.

3.07 Records of the Committee. The Committee shall keep a record of all of its meetings and shall keep all such books of account, records and other data as may be necessary or desirable in its judgment for the

4

administration of the Plan. The Committee may retain a TPA to perform some or all of its Plan record-keeping functions.

3.08 Information from Participant. The Committee may require a Participant to complete and file with the Committee written or electronic forms approved by the Committee, and to furnish all pertinent information requested by such Committee. The Committee may rely upon all such information so furnished, including the Participant's current mailing address.

3.09 Spin-Off

(i) Pursuant to the terms of the EM Agreement, as of the Effective Date, the Company and the Plan shall assume all liabilities and obligations of BorgWarner under the BW Excess Plan with respect to each Transferred BW Excess Plan Participant, including for any benefits due under the plan to a Transferred BW Excess Plan Participant, and such benefits shall be administered and paid under the terms of this Plan; provided, however, that all beneficiary designations, deferral elections and distribution elections made by such Transferred BW Excess Plan Participant under the BW Excess Plan prior to the Effective Date shall continue to apply and shall be administered under this Plan.

(ii) As of the Effective Date, the Plan shall assume and honor the terms of all domestic relations orders in effect under the BW Excess Plan in respect of Transferred BW Excess Plan Participant.

4. Eligibility.

An Employee who meets the criteria established to be a Participant, as set forth herein, shall be eligible for benefits hereunder; provided, however, that in no event shall a Participant who is not entitled to benefits under the RSP be eligible for a benefit under this Plan except as otherwise provided in the Supplement.

In connection with the Spin-Off and pursuant to the terms of the EM Agreement, each Transferred Corporation Participant shall automatically become a Plan Participant as of the Effective Date.

In connection with the Plan Merger, each DC Plan Participant shall automatically become a Plan Participant as of the Effective Date to the extent the DC Plan Participant is not already a participant in the Plan.

5. Supplementary Company Retirement Account.

The Corporation shall credit an amount to each Participant's Supplementary Company Retirement Account equal to the excess of (i) the Company Retirement Contributions that would have been made under the RSP in a Plan Year, without regard to any limitations on such Company Retirement Contributions contained in the RSP and/or any cap on Compensation therein, over (ii) the actual Company Retirement Contribution made under the RSP.

6. Supplementary Savings Account.

The Corporation shall credit an amount to each Participant's Supplementary Savings Account equal to 3% of the Participant's Compensation in excess of the amount described in Section 401(a)(17) of the Code.

7. No Participant Contributions.

Contributions to the Plan by Participants, whether on a salary reduction basis or otherwise, are not required and are not permitted, except as otherwise provided in the Supplement.

8. Vesting.

The amounts credited to a Participant's Supplementary Company Retirement Account and his Supplementary Savings Account shall vest in the same manner as under the RSP.

9. Distribution of Benefits.

9.01 Generally. A Participant's vested Account shall be distributed to the Participant as follows:

5

- (i) **Pre-2005 Account Balances.** A Participant's vested Pre-2005 Account Balance shall be distributed to the Participant in cash in a single sum within thirty (30) days following the date of the Participant's Separation from Service.
- (ii) **Post-2004 Account Balances.** A Participant's vested Post-2004 Account Balance and vested Supplementary Company Retirement Account balance and vested Supplementary Savings Account balance shall be distributed to the Participant in cash in a single sum in the seventh month following the month in which the Participant's Separation from Service occurs.

9.02 No In-Service Withdrawals or Loans. No in-service withdrawals or Participant loans are available under the Plan, except as otherwise provided in the Supplement.

9.03 Unforeseeable Emergency. A Participant or Beneficiary entitled to vested benefits under the Plan may request a single-sum distribution in cash to satisfy an Unforeseeable Emergency. The distribution shall be limited to the amount necessary to satisfy the Unforeseeable Emergency (including any applicable federal, state or local taxes attributable to such distribution), and shall not exceed the current value of the Participants vested Account balance and DC Plan Account balance. The determination of the existence of an Unforeseeable Emergency and the approval of an Unforeseeable Emergency distribution shall be made by the Committee. Approval shall be given only if, taking into account all of the facts and circumstances, failure to grant such request would result in a severe financial hardship to the Participant or Beneficiary. Approval shall not be granted if such hardship is or may be relieved through insurance, by liquidation of his or her assets (to the extent such liquidation would not itself cause severe financial hardship). The amount of payment permitted hereunder shall in no event exceed the amount permitted under Treasury Regulation Section 1.409A-3(i)(3)(ii), or its successor.

10. Investments.

On each Valuation Date, for each Participant, the Corporation shall determine in which of the Investment Funds under Article 9 of the RSP the accounts of the Participant under the RSP and the DC Plan Accounts were invested for that Valuation Date. The Corporation shall then credit the Participant Supplementary Company Retirement Account and Supplementary Savings Account to reflect (i) earnings or expenses and recognized gains or losses of the Investment Funds since the preceding Valuation Date and (ii) any adjustments reflecting a revaluation in the total fair market value of the Investment Funds that have been made by the Trustee under the RSP, as if the Participant's Supplementary Company Retirement Account had been invested in the same proportion and manner as his Company Retirement Account under the RSP, and as if his Supplementary Savings Account had been invested in the same proportion and manner as his Savings Account under the RSP. The Corporation shall adjust the DC Plan Account, as if the portion of the DC Plan Account allocated to an Investment Fund were actually invested in such Investment Fund. The Committee may instead offer Participants different investment funds options than the Investment Funds offered under the RSP or allow Participants to invest their Accounts or DC Plan Accounts under the Plan in a different manner than the manner in which the Participants invest their accounts under the RSP.

11. Unfunded Status.

All benefits payable under this Plan to or on behalf of Participants who were employed by the Corporation shall be paid from the general assets of the Corporation and all benefits payable to or on behalf of Participants who were employed by any Company which has adopted this Plan shall be paid from the general assets of such Company. If the Corporation or any Company which has adopted this Plan, in its sole discretion, establishes a fund or account for the payment of benefits hereunder, the Participant, his Beneficiary or Beneficiaries, or any other person shall not have, under any circumstances, any interest whatever in such fund or account or in any particular property or assets of the Corporation or of such Company by virtue of this Plan, and the rights of the Participant, his Beneficiary or Beneficiaries or any other person who may claim a right to receive benefits under this Plan shall at all times be no greater than the rights of a general unsecured creditor of the Corporation or of such Company. The Participant shall not be entitled to any payments from the trust fund maintained under the RSP on the basis of any benefits to which he may be entitled under this Plan.

If the Committee shall find that a Participant, former Participant or Beneficiary is unable to care for his affairs because of illness or accident, or is a minor, or has died, the Committee may direct that any payment due him, unless claim therefor shall have been made by a duly appointed legal representative, shall be paid to his spouse, a child, a parent or other blood relative or to a person with whom he resides, and any such payment so made shall be in complete discharge of the liabilities of Plan therefor.

Subject to all applicable laws relating to unclaimed property, if the Committee mails by registered or certified mail, postage prepaid, to the last known address of a Participant or Beneficiary, a notification that he is

entitled to a distribution hereunder, and if the notification is returned by the United States Postal Service as being undeliverable because the addressee cannot be located at the address indicated and if the Committee has no knowledge of such Participant's or Beneficiary's whereabouts within 3 years from the date the notification was mailed, or if within 3 years from the date the notification was mailed to such Participant or Beneficiary he or she does not respond thereto by informing the Committee of his or her whereabouts, then, and in either of said events, upon the December 31 coincident with or next succeeding the third anniversary of the mailing of such notification, the undistributed amount in the Account or DC Plan Account of such Participant or Beneficiary shall be paid to the person or persons who would have been entitled to take such share in the event of the death of the Participant or Beneficiary whose whereabouts are unknown, assuming that such death occurred as of the December 31 coincident with or next succeeding the third anniversary of the mailing of such notification.

No Participant, former Participant or Beneficiary or any other person shall have any interest in or right under the Plan in any part of the assets or earnings held in the RSP Trust or in any other trust established by the Corporation.

Whenever in the administration of the Plan action is required, such action shall be uniform in nature as applied to all persons similarly situated, and no such action shall be taken which shall discriminate in favor of Employees who are officers, shareholders or highly compensated Employees.

Any action by the Committee pursuant to the provisions of the Plan may be evidenced by written instrument executed by any person authorized by the Committee to take such action, and any fiduciaries shall be fully protected in acting in accordance with any such written instrument received by them.

12. Claims Procedures.

12.01 Filing A Claim. It is intended that the benefits under the Plan to which a Participant is entitled be paid at the time provided for their distribution without the Participant being required to make a claim for such benefits. If, however, a Participant or Beneficiary ("Claimant") does not receive the benefits which the Claimant believes he or she is entitled to receive under the Plan, the Claimant may file a claim for benefits with the Committee. A claim shall be made by filing a written request with the Committee on a form provided by the Committee, which shall be delivered to the Committee and, in the case of a request for a distribution on account of an Unforeseeable Emergency, be accompanied by such substantiation of the claim as the Committee considers necessary and reasonable. If the claims procedure form made available by the Committee does not contain information on where to file the claim, the claim may be submitted to the human resources office at the site where the Claimant is employed.

12.02 Denied Claims. If a claim is denied in whole or in part, the Claimant shall receive a written or electronic notice explaining the denial of the claim within ninety (90) days after the Committee's receipt of the claim. The Committee may appoint one or more persons or a committee of one or more persons to act as the claims administrator for the Plan. If the Committee (or its delegate) determines that for reasons beyond its control, a ninety (90) day extension of time is necessary to process the claim, the Claimant shall be notified in writing of the extension and reason for the extension within ninety (90) days after the Committee (or its delegate)'s receipt of the claim. The written extension notification shall also indicate the date by which the Committee (or its delegate) expects to render a final decision. A notice of denial of claim shall contain the following: the specific reason or reasons for the denial; reference to the specific provisions of the Plan on which the denial is based; a description of any additional materials or information necessary for such Claimant to perfect the claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(c) of ERISA following an adverse determination on review.

12.03 Review of Denied Claims. To request a review of a denied claim, a Claimant must file a written request for review within sixty (60) days after receiving written notice of the denial. The Claimant may submit written comments, documents, records and other relevant information in support of the claim. A Claimant shall be provided, upon request and without charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim. A document, record, or other information shall be considered relevant if it: (i) was relied upon in denying the claim; (ii) was submitted, considered or generated in the course of processing the claim, regardless of whether it was relied upon; (iii) demonstrates compliance with the claims procedures process; or (iv) constitutes a statement of policy for the Plan or guidance concerning the denied claim.

12.04 Decisions on Reviewed Claims. The Committee (or its delegate) will notify the Claimant in writing of its decision on the appeal. Such notification will be in a form designed to be understood by the Claimant. If the claim is denied in whole or in part on appeal, the notification will also contain: the specific reason or reasons for the denial; reference to the specific provisions of the Plan on which the determination is based; a

statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits; and a statement that the Claimant has a right to bring an action under Section 502(a) of ERISA. A document, record, or other information shall be considered relevant if it: (i) was relied upon in denying the claim; (ii) was submitted, considered or generated in the course of processing the claim, regardless of whether it was relied upon; (iii) demonstrates compliance with the claims procedures process; or (iv) constitutes a statement of policy for the Plan or guidance concerning the denied claim. Such notification will be given by the Committee (or its delegate) within sixty (60) days after the complete appeal is received by the Committee (or its delegate) (or within one hundred twenty (120) days if the Committee (or its delegate) determines special circumstances require an extension of time for considering the appeal, and if written notice of such extension and circumstances is given to the Claimant within the initial sixty (60) day period). Such written extension notice shall also indicate the date by which the Committee (or its delegate) expects to render a decision.

12.05 Review Procedures. In reviewing a denied claim, the reviewer shall take into consideration all comments, documents, records, and other information submitted by the Claimant in support of the claim, without regard to whether such information was submitted or considered in the initial determination.

12.06 Exhaustion of Remedies; Filing of Legal Actions. A claimant may not bring any legal action relating to a claim for benefits under the Plan unless and until the claimant has followed the claims procedures under the Plan and exhausted his or her administrative remedies under such claim's procedures. A claimant may not bring a legal action seeking payment of benefits under the Plan more than one year after the claimant has received written notice of the decision on the review of his or her claim.

13. Amendment and Discontinuance.

The Committee may at any time amend or discontinue this Plan. However, if this Plan should be amended and discontinued, the Corporation and any Company which has adopted this Plan shall be liable for any benefits accrued under this Plan as of the date of such action for Participants who are or have been employed by the Corporation or any such Company. Such accrued benefits shall be the undistributed vested portion of the Participant's Supplementary Company Retirement Account balance and the DC Plan Account balance, if any, as of such date of amendment or discontinuance. Upon a termination of the Plan, a Participant's Account and DC Plan Account (other than the Pre-2005 Account Balance and Pre-2005 DC Plan Account Balance as defined in the Supplement) shall not be distributed prior to the date on which it would be otherwise distributable as provided by Section 9 of the Plan or the Supplement, as applicable, except to the extent and in accordance with Treas. Regs. Section 1.409A-3(j)(4)(ix).

14. Restriction on Assignment.

The benefits provided hereunder are intended for the personal security of persons entitled to payment under this Plan and are not subject in any manner to the debts or other obligations of the persons to whom they are payable. The interest of any Participant or his or her Beneficiary or Beneficiaries may not be sold, transferred, assigned, or encumbered in any manner, either voluntarily or involuntarily, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be null and void; neither shall the benefits hereunder be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are payable, nor shall they be subject to garnishment, attachment, or other legal or equitable process, nor shall they be an asset in bankruptcy. However, the restrictions herein shall not prevent the Committee from satisfying the requirements of a "qualified domestic relations order" as defined in Section 441(1)(B) of the Code.

15. Continued Employment.

Nothing contained in this Plan shall be construed as conferring upon a Participant the right to continue in the employment of the Corporation or any Company in any capacity or as otherwise affecting the employment relationship.

16. Liability of the Committee.

No member of the Committee shall be liable for any loss unless resulting from his or her own fraud or willful misconduct, and no member shall be personally liable upon or with respect to any agreement, act, transaction, or omission executed, committed, or suffered to be committed by himself or herself as a member of the Committee or by any other member, agent, representative or employee of the Committee. The Committee and any individual member of the Committee and any agent thereof shall be fully protected in relying upon the advice of the

following professional consultants or advisors employed by the Corporation or the Committee: any attorney insofar as legal matters are concerned, any accountant insofar as accounting matters are concerned, and any actuary insofar as actuarial matters are concerned.

17. Indemnification.

The Corporation and any Company which has adopted this Plan hereby indemnifies and agrees to hold harmless and indemnify the members of the Committee and all directors, officers, and employees of the Corporation and of any Company which has adopted this Plan against any and all parties whomsoever, and all losses therefrom, including without limitation, costs or defense and attorneys' fees, based upon or arising out of any act or omission relating to, or in connection with this Plan other than losses resulting from such person's fraud or willful misconduct.

18. Termination of Service for Dishonesty.

If a Participant's service with the Corporation or with any Company which has adopted this Plan, is terminated because of dishonest conduct injurious to the Corporation or such Company, or if dishonest conduct injurious to the Corporation or such Company committed by a Participant is determined by the Corporation within one year after his service with the Corporation or such Company is terminated, the Committee may terminate such Participant's remaining interest and benefits under this Plan (unless such remaining interest is in a DC Plan Account).

The dishonest conduct committed by a Participant that is injurious to the Corporation or to any Company which has adopted this Plan shall be determined and decided by the Committee only after a full investigation of such alleged dishonest conduct and an opportunity has been given the Participant to appear before the Committee to present his case. The decision made by the Committee in such cases shall be final and binding on all Participants and other persons affected by such decision.

19. Binding on the Corporation, Company, Participants and Their Successors.

This Plan shall be binding upon and inure to the benefit of the Corporation and to the benefit of any Company which has adopted this Plan, their successors and assigns and the Participants and their heirs, executors, administrators, and duly appointed legal representatives.

20. Rights of Affiliates to Participate.

Any Company participating in the RSP may, in the future, adopt this Plan provided the proper action is taken by the board of directors of such Company. The administrative powers and control of the Corporation, as provided in this Plan, shall not be deemed diminished under this Plan by reason of the participation of any Company and the administrative powers and control granted hereunder to the Committee shall be binding upon any Company adopting this Plan. Each Company adopting this Plan shall have the obligation to pay the benefits to its Participants who were in its employment hereunder and no other Company shall have such obligation and any failure by a particular employer to live up to its obligations under this Plan shall have no effect on any other Company. Any Company may discontinue this Plan at any time by proper action of its board of directors subject to the provisions of Section 13.

21. Withholdings.

The Company shall withhold from any amount distributable to a Participant under the Plan any applicable federal, state, or local income or employment taxes or any other amounts required to be withheld by law. In addition, the Company may withhold from a Participant's currently payable salary, bonus, or other compensation any applicable federal, state or local income or employment taxes that may be due upon the crediting of an amount to the Participant's Account or DC Plan Account.

22. Construction.

The headings in this Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provision. Except when otherwise clearly indicated by the context, when used in the Plan words in any gender shall include any other gender, and words in the singular shall include the plural, and words in the plural shall include the singular.

9

23. Severability.

In the event any provision of the Plan shall be held invalid or illegal for any reason, any illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal or invalid provision had never been inserted, and the Committee shall have the right to correct and remedy such questions of illegality or invalidity by amendment as provided by the Plan.

24. Law Governing.

This Plan shall be construed in accordance with and governed by the laws of the State of Michigan.

25. No Offsets Permitted.

The Company shall not offset a distribution to a Participant or otherwise reduce the Account balance or DC Plan Account balance of a Participant to satisfy any debt or other obligation owed by the Participant to the Company.

26. No Postponement of Distributions.

A Participant shall not be entitled to postpone the distribution of his or her Account beyond the date on which it is distributable to him or her under the terms of the Plan.

27. Code Section 409A.

The Plan is intended to constitute a plan of deferred compensation that meets the requirements for the deferral of income taxation under Code Section 409A. It is intended that the provisions of the Plan comply with Code Section 409A and all provisions of the Plan shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A.

Participant's Separation from Service shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of amounts upon or following a Separation from Service unless such termination is also a "Separation from Service" within the meaning of Code Section 409A and, for purposes of any such provision of the Plan, references to a "resignation," "termination," "termination of service" or like terms shall mean Separation from Service.

The Plan satisfies the requirement under Code Section 409A with respect to Post-2004 Account Balances and Post-2004 DC Account Balances (as defined in the Supplement) that any distribution of deferred compensation to a Participant who is a "specified employee" of the Company (within the meaning of that term under Section 409A(2)(A) of the Code) on account of his or Separation from Service not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Participant's Separation from Service or (ii) the date of the Participant's death by providing that all distributions of Post-2004 Account Balances and Post-2004 DC Account Balances be distributed in a single sum in the seventh month following the month in which the Participant's Separation from Service occurs.

No payment or distribution of Post-2004 Account Balances and Post-2004 DC Account Balances shall be accelerated, **except** as permitted under Code Section 409A. Nothing contained herein shall enable the Committee to accelerate payments because of the financial condition of the Corporation.

28. Plan History.

The PHINIA Inc. Retirement Savings Excess Benefit Plan ("Initial Excess Plan") was established January 1, 2024, in connection with a spin-off of the BW Excess Plan in accordance with the EM Agreement. The Initial Excess Plan is amended and restated on January 1, 2024, in connection with the Plan Merger.

10

EXHIBIT A - SUPPLEMENT FOR DC PLAN PARTICIPANTS

This Supplement contains special provisions covering contributions and credits, vesting, and distribution of benefits in connection with the DC Plan Accounts. This Supplement and the general provisions of the Plan govern the terms and conditions of the benefits and rights of the DC Plan Participants with respect to their DC Plan Accounts. If the Supplement conflicts with the Plan, the Supplement shall govern with regard to the DC Plan Accounts.

29. Definitions.

As used in this Supplement, the following definitions shall apply. Any capitalized terms used but not defined herein shall have the meanings assigned to them in the general provisions of the Plan unless the context clearly indicates otherwise. For purposes of this Supplement, if a capitalized term is defined in both the Supplement and the Plan, the definition in the Supplement shall supersede the definition in the Plan.

29.01 Account shall mean the DC Plan Account.

Section 1.2 Board of Directors or Board shall mean the Board of Directors, as constituted from time to time, of PHINIA Inc.

29.03 Change in Control shall mean the happening of any of the following events:

A. The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of either (i) the total fair market value of the stock of the Company (the "Outstanding Company Stock") or (ii) the total voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this Section 1.3, the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from the Company, (x) any acquisition by the Company, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (z) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (D) of this Section 1.3; or

B. A majority of the members of the Board is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of appointment or election; or

C. Any Person acquires (or has acquired) during the 12-month period ending on the date of the most recent acquisition by such Person, ownership of 30 percent or more of the Outstanding Company Voting Securities; or

D. Any Person acquires (or has acquired) during the 12-month period ending on the date of the most recent acquisition by such Person assets from the Company that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets, excluding however, acquisitions by (i) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to such shareholder's stock of the Company; (ii) an entity, 50% or more of the total value or total voting power of which is owned directly or indirectly by the Company; (iii) a Person that owns directly or indirectly, 50% or more of the Outstanding Company Stock or Outstanding Company Voting Securities, or an entity, at least 50% of the total value or voting power of which is owned directly or indirectly by a Person described in clause (iii) of this paragraph.

29.04 Company shall mean PHINIA Inc., a corporation, and any successor thereto which continues the Plan.

29.05 Deferrals shall mean the amounts credited to a DC Plan Participant's Account as Deferrals pursuant to the DC Plan Participant's deferral elections. Notwithstanding the foregoing, as of the Effective Date no new Deferrals shall be made to the Account.

11

29.06 Disability shall mean, with reference to a DC Plan Participant: (i) the DC Plan Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) the DC Plan Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the DC Plan Participant's Employer. Additionally, a DC Plan Participant will be disabled if determined to be totally disabled by the Social Security Administration or if determined to be disabled in accordance with a disability insurance program, provided that the definition of disability applied under such disability insurance program complies with the requirements of this definition.

29.07 Employer shall mean, with respect to any DC Plan Participant, the Company (that is participating in the Plan with the consent of the Board of Directors) that employs such DC Plan Participant.

Section 1.8 Pre-2005 DC Account Balance shall mean the Deferrals credited to a DC Plan Participant's Account for Plan Years ending prior to January 1, 2005, and earnings thereon.

Section 1.9 Post-2004 DC Account Balance shall mean the Deferrals credited to a DC Plan Participant's Account for Plan Years beginning on or after January 1, 2005, and earnings thereon.

Section 1.10 Retirement shall mean the DC Plan Participant's termination of employment with the Company and all Employers (i) on or after the last day of the calendar month coincident with or immediately following the day on which the DC Plan Participant attains age 65, or (ii) age 60 if the DC Plan Participant has been credited with at least 15 years of service as determined under the RSP.

Section 1.11 Retirement/Disability Distribution shall mean a DC Plan Participant's election to receive a distribution of his or her Deferrals upon the first to occur of the DC Plan Participant's Retirement, or Disability.

Section 1.12 Scheduled Withdrawal shall mean a distribution of all or a portion of the Deferrals credited to a DC Plan Participant's Account in the year as previously elected by the DC Plan Participant for such distribution.

30. DC PLAN PARTICIPANTS

30.01 Participation. A DC Plan Participant shall continue to participate in the Plan with respect to amounts credited to his or her Account until there has been a complete distribution of the DC Plan Participant's Account.

31. VESTING

31.01 Deferrals. A DC Plan Participant shall at all times be 100% vested in amounts credited to the DC Plan Participant's Account.

32. DISTRIBUTION OF BENEFITS

32.01 Distributions.

- (i) Unscheduled Distributions of Pre-2005 Account Balances. A DC Plan Participant may elect to receive an Unscheduled Distribution of up to 100% of his or her Pre-2005 Account Balance. An Unscheduled Distribution must be for a minimum amount of \$2,000, and an application for an Unscheduled Distribution shall be made on such forms or by such means as the Committee shall require. An amount equal to 10% of the gross amount of any Unscheduled Distribution allowed shall be permanently forfeited by the DC Plan Participant, with the DC Plan Participant only receiving a distribution of the net amount thereof. A DC Plan Participant shall be permitted to receive one Unscheduled Distribution per Plan Year. A DC Plan Participant shall not be permitted to receive an Unscheduled Distribution with respect to any portion of his or her Post-2004 Account Balance.
- (ii) Change in Control Distribution. Upon the occurrence of a Change in Control, a DC Plan Participant shall receive a complete distribution of his or her Account.

12

32.02 Form of Distributions. Amounts distributed to a DC Plan Participant from his or her Account shall be paid in cash as follows:

- (i) Retirement/Disability Distributions. In the case of a Retirement/Disability Distribution in either (i) a single sum, or (ii) a distribution in approximately equal annual installments payable over a period of 5, 10, or 15 years, as previously elected by the DC Plan Participant, with one-fourth (1/4) of each annual installment paid quarterly, such distribution to be paid (in the case of a single sum) or commence to be paid (in the case of annual installments) in the first calendar quarter that begins six (6) months after the calendar quarter in which the DC Plan Participant's Retirement or Disability occurs, with the DC Plan Participant's Account being valued as of the first Business Date of the calendar quarter in which a distribution is paid. The Account balance of a DC Plan Participant who fails or refuses to elect a method of distribution shall be a single sum.
- (ii) Scheduled Withdrawals, Unscheduled Distributions, Change in Control Distributions. In the case of a Scheduled Withdrawal, an Unscheduled Distribution, or a Change in Control Distribution, in a single sum in the calendar quarter that begins after the calendar quarter in which the event giving rise to the distribution occurs, with the DC Plan Participant's Account being valued as of the first Business Date of the calendar quarter in which the single sum is paid.

32.03 Death Before Commencement of Distributions. If a DC Plan Participant dies while an Employee or after Retirement or Disability, but before a distribution of his or her account has commenced, the DC Plan Participant's entire Account balance shall be paid to his or her Beneficiary in cash in either (i) a single sum, or (ii) a distribution in approximately equal annual installments payable over a period of 5, 10, or 15 years, as previously elected by the DC Plan Participant, with one-fourth (1/4) of each annual installment paid quarterly, such distribution to be paid (in the case of a single sum) or commence to be paid (in the case of annual installments) in the calendar quarter that begins after the calendar quarter in which the DC Plan Participant's death occurs, with the DC Plan Participant's Account being valued as of the first Business Date of the calendar quarter in which a distribution is paid.

32.04 Death After Commencement of Distributions. If a DC Plan Participant dies while an Employee and after a distribution of his or her Account under the Plan has commenced, the DC Plan Participant's entire Account balance, including those amounts not yet distributable, shall continue to be distributed to his or her Beneficiary in cash under the distribution method as previously elected by the DC Plan Participant.

32.05 Termination of Employment Prior to Retirement, Death, or Disability. If a DC Plan Participant terminates employment with the Company and all Employers prior to his or her Retirement, death or Disability for any reason, notwithstanding any distribution election made by the DC Plan Participant, the DC Plan Participant's entire Account balance shall be paid to the DC Plan Participant in cash in a single sum in the first calendar quarter that begins six (6) months after the end of the calendar quarter in which such termination of employment occurs, with the DC Plan Participant's Account being valued as of the first Business Date of the calendar quarter in which the single sum is paid.

32.06 Postponement of Scheduled Withdrawal Date by DC Plan Participant (Pre-2005 Account Balances). A DC Plan Participant may postpone to a later year the date of a Scheduled Withdrawal if such change is made in writing (or by such means as the Committee shall require) at least one (1) year prior to the date of distribution specified in the original Scheduled Withdrawal election. No Scheduled Withdrawal may be postponed more than once. This Section 4.6 shall only apply to a DC Plan Participant's Pre-2005 Account Balance.

32.07 Change in Form of Retirement/Disability Distributions (Pre-2005 Account Balances). A DC Plan Participant may change his or her form of distribution election for a Retirement/Disability Distribution if such change is made in writing at least six (6) months prior to the DC Plan Participant's Retirement or Disability. In the event that the DC Plan Participant's most recent Retirement/Disability Distribution election was made within six (6) months of the DC Plan Participant's Retirement or Disability, the next most recent election made by the DC Plan Participant at least six (6) months prior to the DC Plan Participant's Retirement or Disability (or if none, the DC Plan Participant's initial election) shall be used. This Section 4.7 shall only apply to a DC Plan Participant's Pre-2005 Account Balance.

32.08 Delay of Distributions by the Company.

In accordance with and subject to the requirements of Treas. Regs. Sec. 1.409A-2(b)(7)(i) or any successor provision, the Committee may delay the distribution of all or part of an amount otherwise payable to a DC Plan

Participant to the extent that the conversion or distribution would violate the federal securities laws or other applicable law, provided that the distribution shall be made at the earliest date at which the Committee determines that the making of the distribution will not cause such violation.

In accordance with and subject to the requirements of Treas. Regs. Sec. 1.409A-2(b)(7)(ii) or any successor provision, the Committee may delay the distribution of an amount otherwise payable to a DC Plan Participant to the extent that the distribution would not be deductible by the Employer under Section 162(m) of the Code.

ARTICLE 5. AMENDMENT AND TERMINATION

The Company reserves the right, whether upon amendment or termination of this Supplement or otherwise, to accelerate the distribution of all or a portion of a DC Plan Participant's Account balance before such distribution would otherwise be payable, without the consent of the DC Plan Participant, if (i) the Board of Directors determines by written resolution that such acceleration of payments would be in the best interest of the Company, or (ii) the Committee determines that a change in the federal tax laws will cause the DC Plan Participant to recognize income for federal tax purposes with respect to all or a portion of his or her Account balance prior to the date on which such portion of the DC Plan Participant's Account would otherwise be distributable.

14

(CEO Agreement) Exhibit 10.31

FORM OF AMENDED AND RESTATED CHANGE OF CONTROL **EMPLOYMENT AGREEMENT**

AGREEMENT by and between PHINIA Inc., a Delaware corporation (the "Company"), and [NAME] (the "Executive") originally dated as of [] [], 2023 and as amended and restated as of February 10, 2025.

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of the Executive, notwithstanding the possibility, threat, or occurrence of a Change of Control (as defined below) of the Company. The Board believes it is imperative to diminish the distraction from the Executive's personal uncertainties and risks created by a pending or threatened Change of Control, to encourage the Executive's full attention and dedication to the Company, and to provide the Executive with satisfactory and competitive compensation and benefits arrangements upon a Change of Control.

WHEREAS, because the Executive will obtain intimate and valuable knowledge and experience concerning the Company in the course of their employment, as well as technical, financial, customer and other confidential information, as a condition to the Company's willingness to enter into this Agreement, the Executive has delivered a non-compete agreement in a form determined by the Company (the "Employee Agreement"), pursuant to which the Executive has agreed not to compete with the Company or solicit the Company's employees and customers during the Executive's employment with the Company and during a specified period following the Executive's termination of employment with the Company.

WHEREAS, the Company would not have entered into this Agreement but for Executive's execution of the Employee Agreement and, accordingly the Executive and the Company have entered into the Employee Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Certain Definitions.** (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b)) on which a Change of Control (as defined in Section 2) occurs. Anything in this Agreement to the contrary notwithstanding, if (i) the Executive's employment with the Company is terminated by the Company, (ii) the Date of Termination (as defined in Section 6(f)) is before the date on which a Change of Control occurs, and (iii) it is reasonably demonstrated by the Executive that such termination of employment (A) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (B) otherwise arose in connection with or anticipation of a Change of Control, then for all purposes of this Agreement, the "Effective Date" shall mean the date immediately prior to such Date of Termination.

(a) The "Change of Control Period" shall mean the period commencing on the original date of this Agreement and ending on the third anniversary of such date; provided, however, that commencing on the date one year after the original date of this Agreement, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the "Renewal Date"), unless previously terminated, the Change of Control Period shall be automatically extended so as to terminate three years from such Renewal Date, unless at least 60

days prior to a Renewal Date the Company shall give written notice to the Executive that the Change of Control Period shall not be so extended.

2. Change of Control. Under this Agreement, a "Change of Control" shall mean an event listed below occurring subsequent to the original date of this Agreement:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either:

(i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or

(ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities");

(iii) provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control:

(xxiii) any acquisition directly from the Company,

(xxiv) any acquisition by the Company,

(xxv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or

(xxvi) any acquisition by any corporation pursuant to a transaction described in clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the original date of this Agreement, constitute the Board (the "Incumbent Board") and cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to such date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation by the Company of a reorganization, statutory share exchange, merger or consolidation or similar transaction involving the Company or any of its subsidiaries or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each of the foregoing, a "Business Combination"), in each case, unless, following such Business Combination,

(i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent

securities) and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be,

(ii) no Person (excluding any corporation resulting from such Business Combination or any employee plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding

shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination, and

(iii) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

3. **Effect of Change of Control on Outstanding Awards.** If the Executive holds any outstanding awards ("Awards") under the PHINIA Inc. 2023 Stock Incentive Plan or any successor incentive plan thereto (any "Plan") on the Effective Date, then, unless the applicable award agreement provides a more favorable result for the Executive, the following will apply:

(a) The successor or purchaser in the Change of Control transaction may assume such Awards or provide replacement awards with terms and conditions at least as favorable as the terms and conditions in effect prior to the Change of Control, provided that any such assumed Award or replacement award shall:

(i) have substantially equivalent economic value to the Award (as determined by the Compensation Committee of the Board as constituted immediately prior to the Change of Control (the "Committee"));

(ii) relate to a class of equity that is (or will be within five (5) business days following the Change of Control) listed to trade on a recognized securities market;

(iii) provide the Executive with rights and entitlements substantially equivalent to or better than the rights and entitlements applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule and identical or better timing and methods of payment (to the extent consistent with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), if applicable), including all provisions applicable in respect of such Award that provide for accelerated vesting;

(iv) with respect to Awards that vest upon the attainment of one or more performance goals, if the Change of Control occurs during the course of a performance period applicable to the Award, then (A) the performance goals shall be

deemed to have been satisfied at the target level specified in the Executive's award agreement or, if greater, as otherwise specified by the Committee at or after grant, and (B) any assumed or substituted award shall not include a performance objective, unless otherwise determined by the Committee; and

(v) have terms and conditions providing that, if within two (2) years following a Change of Control either (x) the successor or purchaser in the Change of Control transaction (or any affiliate thereof) terminates the Executive's employment or service without Cause (as defined below) or (y) the Executive terminates the Executive's employment for Good Reason (as defined below), then the following provisions shall apply to any assumed Awards or replacement awards described herein:

(A) Effective upon the date of the Executive's termination of employment or service, all of the Executive's outstanding Awards or replacement awards automatically shall vest (assuming, for any Award the vesting of which is subject to performance goals for which the performance period had not been completed as of the date of such termination, that such goals had been met at the target level); and

(B) If the requirement of Section 3(a)(ii) is satisfied at the time of the Change of Control and subsequently if the assumed Award or replacement award relates to a class of equity that is not then listed to trade on a recognized securities market, then, at the election of the Executive, at the time of exercise or settlement of such Awards or replacement awards, the Executive may elect to receive, in lieu of the issuance of such equity, a cash payment equal to the fair market value of the equity otherwise issuable thereunder (such payment calculated using the definition of "Fair Market Value" (or similar definition) under the Plan as applied to the equity otherwise issuable under the assumed Award or replacement award).

(b) If the successor or purchaser in the Change of Control does not assume the Awards or issue replacement awards as provided in Section 3(a), then immediately prior to the date of the Change of Control:

(i) Any stock options and stock appreciation rights outstanding as of the date such Change of Control is determined to have occurred and not then exercisable and vested shall become fully exercisable and vested to the full extent of the original grant.

(ii) The restrictions applicable to any outstanding restricted stock shall lapse as of the date such Change of Control is determined to have occurred, and such restricted stock shall become free of all restrictions and become fully vested and transferable to the full extent of the original grant.

(iii) The restrictions applicable to any outstanding stock units shall lapse as of the date such Change of Control is determined to have occurred, and such stock units shall become free of all restrictions and become fully vested. Payment for stock units that have vested as a result of this Section 3(b) (iii) shall occur on the time(s) or event(s) otherwise specified in the applicable award agreement.

(iv) The restrictions applicable to any outstanding performance units and performance shares shall lapse as of the date such Change of Control is determined to have occurred, the performance goals of all such outstanding performance units and performance shares shall be deemed to have been fully earned and achieved at projected actual performance levels (as determined by the Committee, in its sole discretion), the relevant performance period shall be deemed to have ended on the effective date of the Change of Control, and all other terms and conditions thereto

shall be deemed to have been satisfied. Payment for such performance units and performance shares that vest as a result of the Change of Control (or otherwise are vested) shall be made in cash or shares of the Company's common stock (as determined by the Committee) as promptly as is practicable upon such Change of Control, but in no event later than December 31 of the year of the Change of Control. Payment for performance units and performance shares that have vested prior to the Change of Control as a result of the Committee's waiver of payment limitations prior to the date of the Change of Control shall be made in cash or shares of the Company's common stock (as determined by the Committee):

(A) in the year following the year in which the performance period would have otherwise ended absent a Change of Control, or

(B) if earlier, as soon as practicable in the year in which the Executive has a separation from service; provided, however, that if the Executive is a "specified employee" (within the meaning of Code Section 409A) at the time of the Executive's separation from service and the Executive becomes entitled to payment of performance units or performance shares under this Section 3(b)(iv) by reason of such separation from service, payment shall be made on the first day of the seventh month following the month in which such separation from service occurs, or, if earlier, the date of the Executive's death.

Notwithstanding anything to the contrary in this Agreement, if an Award is considered deferred compensation subject to the provisions of Section 409A of the Code, and if a payment under such Award would otherwise be triggered upon a Change of Control, then the definition of Change of Control shall be deemed amended to the extent necessary to comply with Section 409A of the Code.

4. Employment Period. The Company agrees to continue the Executive in its employ, and the Executive agrees to remain in the employ of the Company subject to the terms and conditions of this Agreement, from the Effective Date and ending on the second anniversary of such date (the "Employment Period"). The Employment Period shall terminate upon the Executive's termination of employment for any reason.

5. Terms of Employment. (a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned to the Executive at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 35 miles from such location.

(v) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic, or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements, or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this

Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) after the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(c) **Compensation.** (i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary ("Annual Base Salary"), which shall be paid at an annual rate, at least equal to twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. The Annual Base Salary shall be paid at such intervals as the Company pays executive salaries generally. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. During the Employment Period, Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(vi) **Annual Bonus.** The Executive shall be eligible to receive annual bonus compensation for each fiscal year ending during the Employment Period ("Annual Bonus"), subject to the achievement of one or more performance goals. The target Annual Bonus opportunity for each fiscal year during the Employment Period shall be at least equal to his or her target annual bonus opportunity under the PHINIA Inc. Management Incentive Bonus Plan, or any comparable annual bonus under any successor plan, in effect for the fiscal year in which the Effective Date occurs (such target Annual Bonus opportunity will be reviewed each year during the Employment Period and may be adjusted upward (but not downward), the "Target Annual Bonus"). Each such Annual Bonus, if earned, shall be paid no later than two and a half months after the end of the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus pursuant to an arrangement that meets the requirements of Section 409A of the Code.

(vii) **Incentive, Savings and Retirement Plans.** During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable and, with respect to regular incentive opportunities, taking into account Annual Bonuses pursuant to Section 5(b)(ii)), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(viii) **Welfare Benefit Plans.** During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs)

("Company Welfare Benefit Plans") to the extent applicable generally to other peer executives of the Company and its affiliated companies, but if the Company Welfare Benefit Plans provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date (the "Former Company Welfare Benefit Plans"), the Company shall provide the Executive with supplemental arrangements (such as individual insurance coverage purchased by the Company for the Executive) such that the Company Welfare Benefit Plans together with such supplemental arrangements provide the Executive with benefits which are at least as favorable, in the aggregate, as those provided by the Former Company Welfare Benefit Plans.

(ix) **Expenses.** During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(x) **Fringe Benefits.** During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies; provided, that such fringe benefits may be provided in cash or in kind, so long as the after-tax benefits to the Executive of such fringe benefits are not diminished in the aggregate.

(xi) **Office and Support Staff.** During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(xii) **Vacation.** During the Employment Period, the Executive shall be entitled to paid vacation as well as paid days off for the period between Christmas and January 1, in each case in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 365-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

6. **Termination of Employment.** (a) **Death or Disability.** The Executive's employment shall terminate automatically upon the Executive's death. If the Company determines in good faith that the Disability (as defined below) of the Executive has occurred during the Employment Period, it may give to the Executive written notice in accordance with Section 13(b) of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"), provided that, within the 30 days after such receipt, the

Executive shall not have returned to full-time performance of the Executive's duties. Under this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days (or for 180 business days in any consecutive 365 days) as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative.

(d) **Cause.** The Company may terminate the Executive's employment during the Employment Period with or without Cause. Under this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company or one of its affiliates (other than any such failure resulting from incapacity due to physical or mental illness or following the Executive's delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive by the Board or the Chief Executive Officer of the Company which specifically identifies the manner in which the Board or Chief Executive Officer of the Company believes that the Executive has not substantially performed the Executive's duties, or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent entity and is not publicly-traded, the board of directors (or, for a non-corporate entity, equivalent governing body) of the ultimate parent of the Company (the "Applicable Board") or upon the instructions of the Chief Executive Officer of the Company or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution

duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding the Executive if the Executive is a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, the Executive is guilty of the conduct described in subsection (i) or (ii), and specifying the particulars thereof in detail.

(e) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason or by the Executive voluntarily without Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position (including status, offices, titles and

reporting requirements), authority, duties or responsibilities as contemplated by Section 5(a), or any other diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity), excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(ii) a breach by the Company of a material term of this Agreement or any failure by the Company to comply with any of the provisions of Section 5(b), in each case, other than an isolated, insubstantial, and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) the Company's requiring the Executive to be based at any office or location other than as provided in Section 5(a)(i)(B) or the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date;

(iv) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement; or

(v) any failure by the Company to comply with and satisfy Section 12(c).

For purposes of this Section 6(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(f) Incapacity. The Executive's mental or physical incapacity following the occurrence of an event described in clauses (i) through (v) of Section 6(c) shall not affect the Executive's ability to terminate employment for Good Reason and the Executive's death following delivery of a Notice of Termination for Good Reason shall not affect the entitlement of the estate of the Executive to severance payments or benefits provided hereunder upon a termination of employment for Good Reason.

(g) Notice of Termination. Any termination of employment by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 13(b). For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination (which date shall be not more than thirty days after the giving of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(h) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date on which the Company notifies the Executive of such termination, (iii) if the Executive resigns without Good Reason, the

date on which the Executive notifies the Company of such termination and (iv) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date, as the case may be. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

7. Obligations of the Company upon Termination. (a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Executive's employment is terminated by the Company (other than for Cause, Death or Disability) or the Executive terminates employment for Good Reason:

(i) the Company shall pay to the Executive in a lump sum in cash within 30 days after the Date of Termination the aggregate of the following amounts:

(A) the sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, (2) the Executive's business expenses that are reimbursable pursuant to Section 5(b)(v) but have not been reimbursed by the Company as of the Date of Termination; (3) the Executive's Annual Bonus for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been determined but not paid as of the Date of Termination; (4) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in subclauses (1), (2), (3) and (4), the "Accrued Obligations") and (5) an amount equal to the product of (x) the Target Annual Bonus and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 (the "Pro Rata Bonus"); provided, that notwithstanding the foregoing, if the Executive has made an irrevocable election under any deferred compensation arrangement subject to Section 409A of the Code to defer any portion of the Annual Base Salary or the Annual Bonus described in clauses (1) or (3), then for all purposes of this Section 7 (including, without limitation, Sections 7(b) through 7(e)), such deferral election, and the terms of the applicable arrangement shall apply to the same portion of the amount described in such clause (1) or clause (3), and such portion shall not be considered as part of the "Accrued Obligations" but shall instead be an "Other Benefit" (as defined below); and

(B) the amount equal to the product of (1) three and (2) the sum of (x) the Executive's Annual Base Salary and (y) the Target Annual Bonus; and

(C) an amount equal to the product of (1) two and (2) the sum of (a) the Company Retirement Contributions (as defined in the PHINIA Inc. Retirement Savings Plan ("RSP")) that would have been made under the RSP for the first Plan Year (as defined in the RSP) ending after the Date of Termination if there had been no Limitations (as defined below) on such Company Retirement Contributions and (b) an amount equal to the Company Matching Contributions (as defined in the RSP) that would have been made under the RSP in the first Plan Year after the Date of Termination if there had been no Limitations on such Company Matching Contributions, and assuming for these purposes that the Executive had elected to defer the maximum amount of Compensation (as defined in the RSP) permitted by the RSP (without regard to any Limitations on such deferral), and assuming for purposes of

calculating the amounts in clauses (a) and (b) that the Executive had remained employed by the Company through the end of such Plan Year with compensation equal to that required by Section 5(b)(i) and Section 5(b)(ii) ("Limitations" meaning limitations contained in the RSP, the Employee Retirement Income Security Act ("ERISA") or the Code);

(ii) for eighteen months following the Date of Termination (the "Benefits Period"), the Company shall provide the Executive and their eligible dependents with medical and dental insurance coverage (the "Health Care Benefits") and life insurance benefits no less favorable to those which the Executive and their spouse and eligible dependents were receiving immediately prior to the Date of Termination or, if more favorable to such persons, as in effect generally at any time thereafter with respect to other peer executives of the Company and the affiliated companies; provided, however, that the Health Care Benefits shall be provided during the Benefits Period in such a manner that such benefits are excluded from the Executive's income for federal income tax purposes; provided, further, however, that if the Executive becomes re-employed with another employer and is eligible to receive health care benefits

under another employer-provided plan, the health care benefits provided hereunder shall be secondary to those provided under such other plan during such applicable period of eligibility. The receipt of the Health Care Benefits shall be conditioned upon the Executive continuing to pay the Applicable COBRA Premium with respect to the level of coverage that the Executive has elected for the Executive and the Executive's spouse and eligible dependents (e.g., single, single plus one, or family). During the portion of the Benefits Period in which the Executive and their eligible dependents continue to receive coverage under the Company's Health Care Benefits plans, the Company shall pay to the Executive a monthly amount equal to the Applicable COBRA Premium in respect of the maximum level of coverage that the Executive could have elected to receive for the Executive and the Executive's spouse and eligible dependents if the Executive were still an employee of the Company during the Benefits Period (e.g., single, single plus one, or family) regardless of what level of coverage is actually elected, which payment shall be paid in advance on the first payroll day of each month, commencing with the month immediately following the Executive's Date of Termination. The Company shall use its reasonable best efforts to ensure that, following the end of the Benefit Period, the Executive and the Executive's spouse and eligible dependents shall be eligible to elect continued health coverage pursuant to Section 4980B of the Code or other applicable law ("COBRA Coverage"), as if the Executive's employment with the Company had terminated as of the end of such period. For purposes of determining eligibility (but not the time of commencement of benefits) of the Executive for retiree welfare benefits pursuant to the Company's retiree welfare benefit plans, if any, the Executive shall be considered to have remained employed until the end of the Benefit Period and to have retired on the last day of such period. For purposes of this Provision, "Applicable COBRA Premium" means the monthly premium in effect from time to time for coverage provided to former employees under Section 4980B of the Code and the regulations thereunder with respect to a particular level of coverage (e.g., single, single plus one, or family).

(iii) the Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be selected by the Executive in the Executive's sole discretion, but the cost thereof shall not exceed \$40,000; provided, further, that such outplacement benefits shall end not later than the last day of the second calendar year that begins after the Date of Termination; and

(iv) except as otherwise set forth in the last sentence of Section 8, to the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits") in accordance with the terms of the underlying plans or agreements.

Notwithstanding the foregoing provisions of Section 7(a)(i) and Section 7(a)(ii), in the event that the Executive is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Date of Termination) (a "Specified Employee"), amounts that constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code that would otherwise be payable and benefits that would otherwise be provided under Section 7(a)(i) or Section 7(a)(ii) during the six-month period immediately following the Date of Termination (other than the Accrued Obligations) shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("Interest") determined as of the Date of Termination, or provided on the first business day after the date that is six months following the Executive's Date of Termination (the "Delayed Payment Date");

(i) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, the Company shall provide the Executive's estate or beneficiaries with the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits (either pursuant to a plan, program, practice or policy or an individual arrangement) at least equal to the most favorable benefits provided by the Company and the affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive's estate and/or the Executive's beneficiaries, as in effect on the date of the Executive's death with respect to other peer executives of the Company and its affiliated companies and their beneficiaries.

(j) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, the Company shall provide the Executive with the Accrued Obligations and Pro Rata Bonus and the timely payment or delivery of the Other Benefits in accordance with the terms of the underlying plans or agreements, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with Interest, to the Executive on the Delayed

Payment Date. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits (either pursuant to a plan, program, practice or policy or an individual

arrangement) at least equal to the most favorable of those generally provided by the Company and the affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive and/or the Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Company and the affiliated companies and their families.

(k) **Cause.** If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide the Executive with the Executive's Annual Base Salary (subject to the proviso set forth in Section 7(a)(i)(A) to the extent applicable) through the Date of Termination, and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement.

(l) **Other than for Good Reason.** If the Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, the Company shall provide to the Executive the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits and shall have no other severance obligations under this Agreement. In such case, all the Accrued Obligations (subject to the proviso set forth in Section 7(a)(i)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with Interest, to the Executive on the Delayed Payment Date.

8. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy, or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 13(f), shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice, or program or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. Without limiting the generality of the foregoing, the Executive's resignation under this Agreement with or without Good Reason, shall in no way affect the Executive's ability to terminate employment by reason of the Executive's "retirement" under any compensation and benefits plans, programs or arrangements of the affiliated companies, including without limitation any retirement or pension plans or arrangements or to be eligible to receive benefits under any compensation or benefit plans, programs or arrangements of the Company or any of its affiliated companies, including without limitation any retirement or pension plan or arrangement of the Company or any of its affiliated companies or substitute plans adopted by the Company or its successors, and any termination which otherwise qualifies as Good Reason shall be treated as such even if it is also a "retirement" for purposes of any such plan. Notwithstanding the foregoing, if the Executive receives payments and benefits pursuant to Section 7(a), the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the affiliated companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

9. **Full Settlement; Legal Fees.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right or action which the Company may have against the Executive or

others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as specifically provided in Section 7(a)(ii), such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), at any time from the Effective Date through the Executive's remaining lifetime (or, if longer, through the 20th anniversary of the Effective Date) to the full extent

permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof whether such contest is between the Company and the Executive or between either of them and any third party, and (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest determined as of the date such legal fees and expenses were incurred. In order to comply with Section 409A of the Code, in no event shall the payments by the Company under this Section 9 be made later than the end of the calendar year next following the calendar year in which such fees and expenses were incurred, provided that the Executive or the Executive's estate shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred. The amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, and the Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit.

10. Certain Reduction of Payments by the Company.

(a) Anything in this Agreement to the contrary notwithstanding, in the event the independent accounting firm then used by the Company or such other nationally recognized certified public accounting firm as may be designated by the Executive (the "Accounting Firm") shall determine that receipt of all payments, distributions or benefits provided by the Company or the affiliated companies in the nature of compensation to or for the Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment"), would subject the Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Executive's Agreement Payments were reduced to the Reduced Amount. If the Accounting Firm determines that the Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Executive's Agreement Payments were so reduced, the Executive shall receive all Agreement Payments to which the Executive is entitled under this Agreement.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 10 shall be binding upon the Company and the Executive and shall be made as soon as reasonably practicable and in no event later than fifteen (15) days following the Date of Termination. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction hereunder of the amounts payable, if applicable, shall be made by reducing the Payments in the following order to the extent such Payments have not already been made at the time the reductions hereunder have become applicable: (i) the Payment with the higher ratio of the parachute payment value (as determined for purposes of

Code Section 280G) to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a Payment with a lower ratio; (ii) the Payment with the later possible payment date shall be reduced or eliminated before a Payment with an earlier payment date; and (iii) cash Payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Section 409A of the Code, then the reduction shall be made pro rata among the Payments on the basis of the relative present value of the Payments. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, the Executive shall pay any such Overpayment to the Company together with Interest; provided, however, that no amount shall be payable by the Executive to the Company if and to the extent such payment would not either reduce the amount on which the Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than 60 days following the date on which the Underpayment is determined) by the Company to or for the benefit of the Executive together with Interest.

(d) For purposes hereof, the following terms have the meanings set forth below:

(i) "Reduced Amount" shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments pursuant to Section 10(a).

(ii) "Net After-Tax Receipt" shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determined to be likely to apply to the Executive in the relevant tax year(s).

(e) To the extent requested by the Executive, the Company shall cooperate with the Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by the Executive (including without limitation, the Executive agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant) before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of Section 280G of the Code), such that payments in respect of such services (or refraining from performing such services) may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of Section 280G of the Code in accordance with Q&A-5(a) of Section 280G of the Code.

11. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, or divulge any such information, knowledge, or data to anyone other than the Company and those persons designated by it. In no event shall an asserted violation of the provisions of this Section 11 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement, but the Company otherwise shall be entitled to all other remedies that may be available to it at law or equity.

Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"). Executive further understands that nothing in this Agreement limits Executive's ability to communicate with, and disclose information to, any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. Executive can provide information to Government Agencies without risk of retaliation or being held liable by the Company for liquidated damages or other penalties. This Agreement also does not limit Executive's right to receive an award for information provided to any Government Agencies.

Additionally, consistent with the preceding paragraph and pursuant to the U.S. Defend Trade Secrets Act of 2016, Executive may disclose Trade Secrets in confidence, either directly or indirectly, to Government Agencies, for the purpose described in the preceding paragraph. If trade secrets are included in or attached to a complaint or other document filed in a lawsuit or other proceeding, such filing must be made under seal. Additionally, if Executive files a retaliation lawsuit for reporting a suspected violation of law, Executive may disclose related Trade Secrets to their attorney and use them in related court proceedings, as long as Executive files documents containing the Trade Secret under seal and does not otherwise disclose the Trade Secret except pursuant to court order.

12. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(f) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 12(c), without the prior written consent of the Executive, this Agreement shall not be assignable by the Company.

(g) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be.

required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

13. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Subject to the last sentence of Section 13(g), this Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(h) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

[EXECUTIVE ADDRESS]

If to the Company:

PHINIA Inc.
3000 University Drive
Auburn Hills, MI 48326
Attn: Legal Department

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(i) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(j) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(k) The Executive's or the Company's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 6(c)(i)-(v), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(l) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a), prior to the Effective Date, the Executive's employment may be terminated by either the Executive or the Company at any time prior to the Effective Date, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(m) The Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, shall in all respects be administered in accordance with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. If the Executive dies following the Date of Termination and prior to the payment of the any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of the Executive's estate within 30 days after the date of the Executive's death. All reimbursements and in-kind benefits provided under this Agreement that constitute deferred compensation within

the meaning of Section 409A of the Code shall be made or provided in accordance with the requirements of Section 409A of the Code, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred, provided, that the Executive shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Executive's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Executive's remaining lifetime (or if longer, through the 20th anniversary of the Effective Date). Prior to the Effective Date but within the time period permitted by the applicable Treasury Regulations, the Company may, in consultation with the Executive, modify the Agreement, in the least restrictive manner necessary and without any diminution in the value of the payments to the Executive, in order to cause the provisions of the Agreement to comply with the requirements of Section 409A of the Code, so as to avoid the imposition of taxes and penalties on the Executive pursuant to Section 409A of the Code.

14. Survivorship. Upon the expiration or other termination of this Agreement or the Executive's employment, the respective rights and obligations of the parties hereto shall survive to the extent necessary to carry out the intentions of the parties under this Agreement.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

EXECUTIVE

Name

PHINIA Inc.

18

By:
Name:
Title:

19

(Non-CEO Executive Agreement) Exhibit 10.32

FORM OF AMENDED AND RESTATED CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

AGREEMENT by and between PHINIA Inc., a Delaware corporation (the "Company"), and [NAME] (the "Executive") originally dated as of [] [], 2023 and as amended and restated as of February 10, 2025.

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of the Executive, notwithstanding the possibility, threat, or occurrence of a Change of Control (as defined below) of the Company. The Board believes it is imperative to diminish the distraction from the Executive's personal uncertainties and risks created by a pending or threatened Change of Control, to encourage the Executive's full attention and dedication to the Company, and to provide the Executive with satisfactory and competitive compensation and benefits arrangements upon a Change of Control.

WHEREAS, because the Executive will obtain intimate and valuable knowledge and experience concerning the Company in the course of their employment, as well as technical, financial, customer and other confidential information, as a condition to the Company's willingness to enter into this Agreement, the Executive has delivered a non-compete agreement in a form determined by the Company (the "Employee Agreement"), pursuant to which the Executive has

agreed not to compete with the Company or solicit the Company's employees and customers during the Executive's employment with the Company and during a specified period following the Executive's termination of employment with the Company.

WHEREAS, the Company would not have entered into this Agreement but for Executive's execution of the Employee Agreement and, accordingly the Executive and the Company have entered into the Employee Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b)) on which a Change of Control (as defined in Section 2) occurs. Anything in this Agreement to the contrary notwithstanding, if (i) the Executive's employment with the Company is terminated by the Company, (ii) the Date of Termination (as defined in Section 6(f)) is before the date on which a Change of Control occurs, and (iii) it is reasonably demonstrated by the Executive that such termination of employment (A) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (B) otherwise arose in connection with or anticipation of a Change of Control, then for all purposes of this Agreement, the "Effective Date" shall mean the date immediately prior to such Date of Termination.

(a) The "Change of Control Period" shall mean the period commencing on the original date of this Agreement and ending on the third anniversary of such date; provided, however, that commencing on the date one year after the original date of this Agreement, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the "Renewal Date"), unless previously terminated, the Change of Control Period shall be automatically extended so as to terminate three years from such Renewal Date, unless at least 60

days prior to a Renewal Date the Company shall give written notice to the Executive that the Change of Control Period shall not be so extended.

2. Change of Control. Under this Agreement, a "Change of Control" shall mean an event listed below occurring subsequent to the original date of this Agreement:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either:

- (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or
- (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities");

(iii) provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control:

(xxiii) any acquisition directly from the Company,

(xxiv) any acquisition by the Company,

(xxv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or

(xxvi) any acquisition by any corporation pursuant to a transaction described in clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the original date of this Agreement, constitute the Board (the "Incumbent Board") and cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to such date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation by the Company of a reorganization, statutory share exchange, merger or consolidation or similar transaction involving the Company or any of its subsidiaries or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another

entity by the Company or any of its subsidiaries (each of the foregoing, a "Business Combination"), in each case, unless, following such Business Combination,

(i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent

securities) and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be,

(ii) no Person (excluding any corporation resulting from such Business Combination or any employee plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination, and

(iii) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

3. Effect of Change of Control on Outstanding Awards. If the Executive holds any outstanding awards ("Awards") under the PHINIA Inc. 2023 Stock Incentive Plan or any successor incentive plan thereto (any "Plan") on the Effective Date, then, unless the applicable award agreement provides a more favorable result for the Executive, the following will apply:

(a) The successor or purchaser in the Change of Control transaction may assume such Awards or provide replacement awards with terms and conditions at least as favorable as the terms and conditions in effect prior to the Change of Control, provided that any such assumed Award or replacement award shall:

(i) have substantially equivalent economic value to the Award (as determined by the Compensation Committee of the Board as constituted immediately prior to the Change of Control (the "Committee"));

(ii) relate to a class of equity that is (or will be within five (5) business days following the Change of Control) listed to trade on a recognized securities market;

(iii) provide the Executive with rights and entitlements substantially equivalent to or better than the rights and entitlements applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule and identical or better timing and methods of payment (to the extent consistent with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), if applicable), including all provisions applicable in respect of such Award that provide for accelerated vesting;

(iv) with respect to Awards that vest upon the attainment of one or more performance goals, if the Change of Control occurs during the course of a performance period applicable to the Award, then (A) the performance goals shall be

deemed to have been satisfied at the target level specified in the Executive's award agreement or, if greater, as otherwise specified by the Committee at or after grant, and (B) any assumed or substituted award shall not include a performance objective, unless otherwise determined by the Committee; and

(v) have terms and conditions providing that, if within two (2) years following a Change of Control either (x) the successor or purchaser in the Change of Control transaction (or any affiliate thereof) terminates the Executive's employment or service without Cause (as defined below) or (y) the Executive terminates the Executive's employment for Good Reason (as defined below), then the following provisions shall apply to any assumed Awards or replacement awards described herein:

(A) Effective upon the date of the Executive's termination of employment or service, all of the Executive's outstanding Awards or replacement awards automatically shall vest (assuming, for any Award the vesting of which is subject to performance goals for which the performance period had not been completed as of the date of such termination, that such goals had been met at the target level); and

(B) If the requirement of Section 3(a)(ii) is satisfied at the time of the Change of Control and subsequently if the assumed Award or replacement award relates to a class of equity that is not then listed to trade on a recognized securities market, then, at the election of the Executive, at the time of exercise or settlement of such Awards or replacement awards, the Executive may elect to receive, in lieu of the issuance of such equity, a cash payment equal to the fair market value of the equity otherwise issuable thereunder (such payment calculated using the definition of "Fair Market Value" (or similar definition) under the Plan as applied to the equity otherwise issuable under the assumed Award or replacement award).

(b) If the successor or purchaser in the Change of Control does not assume the Awards or issue replacement awards as provided in Section 3(a), then immediately prior to the date of the Change of Control:

(i) Any stock options and stock appreciation rights outstanding as of the date such Change of Control is determined to have occurred and not then exercisable and vested shall become fully exercisable and vested to the full extent of the original grant.

(ii) The restrictions applicable to any outstanding restricted stock shall lapse as of the date such Change of Control is determined to have occurred, and such restricted stock shall become free of all restrictions and become fully vested and transferable to the full extent of the original grant.

(iii) The restrictions applicable to any outstanding stock units shall lapse as of the date such Change of Control is determined to have occurred, and such stock units shall become free of all restrictions and become fully vested. Payment for stock units that have vested as a result of this Section 3(b) (iii) shall occur on the time(s) or event(s) otherwise specified in the applicable award agreement.

(iv) The restrictions applicable to any outstanding performance units and performance shares shall lapse as of the date such Change of Control is determined to have occurred, the performance goals of all such outstanding performance units and performance shares shall be deemed to have been fully earned and achieved at projected actual performance levels (as determined by the Committee, in its sole discretion), the relevant performance period shall be deemed to have ended on the effective date of the Change of Control, and all other terms and conditions thereto

shall be deemed to have been satisfied. Payment for such performance units and performance shares that vest as a result of the Change of Control (or otherwise are vested) shall be made in cash or shares of the Company's common stock (as determined by the Committee) as promptly as is practicable upon such Change of Control, but in no event later than December 31 of the year of the Change of Control. Payment for performance units and performance shares that have vested prior to the Change of Control as a result of the Committee's waiver of payment limitations prior to the date of the Change of Control shall be made in cash or shares of the Company's common stock (as determined by the Committee):

(A) in the year following the year in which the performance period would have otherwise ended absent a Change of Control, or

(B) if earlier, as soon as practicable in the year in which the Executive has a separation from service; provided, however, that if the Executive is a "specified employee" (within the meaning of Code Section 409A) at the time of the Executive's separation from service and the Executive becomes entitled to payment of performance units or performance shares under this Section 3(b)(iv) by reason of such separation from service, payment shall be made on the first day of the seventh month following the month in which such separation from service occurs, or, if earlier, the date of the Executive's death.

Notwithstanding anything to the contrary in this Agreement, if an Award is considered deferred compensation subject to the provisions of Section 409A of the Code, and if a payment under such Award would otherwise be triggered upon a Change of Control, then the definition of Change of Control shall be deemed amended to the extent necessary to comply with Section 409A of the Code.

4. Employment Period. The Company agrees to continue the Executive in its employ, and the Executive agrees to remain in the employ of the Company subject to the terms and conditions of this Agreement, from the Effective Date and ending on the second anniversary of such date (the "Employment Period"). The Employment Period shall terminate upon the Executive's termination of employment for any reason.

5. Terms of Employment. (a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned to the Executive at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 35 miles from such location.

(v) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic, or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements, or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this

Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) after the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(c) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary ("Annual Base Salary"), which shall be paid at an annual rate, at least equal to twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. The Annual Base Salary shall be paid at such intervals as the Company pays executive salaries generally. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. During the Employment Period, Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(vi) Annual Bonus. The Executive shall be eligible to receive annual bonus compensation for each fiscal year ending during the Employment Period ("Annual Bonus"), subject to the achievement of one or more performance goals. The target Annual Bonus opportunity for each fiscal year during the Employment Period shall be at least equal to his or her target annual bonus opportunity under the PHINIA Inc. Management Incentive Bonus Plan, or any comparable annual bonus under any successor plan, in effect for the fiscal year in which the Effective Date occurs (such target Annual Bonus opportunity will be reviewed each year during the Employment Period and may be adjusted upward (but not downward), the "Target Annual Bonus"). Each such Annual Bonus, if earned, shall be paid no later than two and a half months after the end of the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus pursuant to an arrangement that meets the requirements of Section 409A of the Code.

(vii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable and, with respect to regular incentive opportunities, taking into account Annual Bonuses pursuant to Section 5(b)(ii)), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(viii) **Welfare Benefit Plans.** During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs)

("Company Welfare Benefit Plans") to the extent applicable generally to other peer executives of the Company and its affiliated companies, but if the Company Welfare Benefit Plans provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date (the "Former Company Welfare Benefit Plans"), the Company shall provide the Executive with supplemental arrangements (such as individual insurance coverage purchased by the Company for the Executive) such that the Company Welfare Benefit Plans together with such supplemental arrangements provide the Executive with benefits which are at least as favorable, in the aggregate, as those provided by the Former Company Welfare Benefit Plans.

(ix) **Expenses.** During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(x) **Fringe Benefits.** During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies; provided, that such fringe benefits may be provided in cash or in kind, so long as the after-tax benefits to the Executive of such fringe benefits are not diminished in the aggregate.

(xi) **Office and Support Staff.** During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(xii) **Vacation.** During the Employment Period, the Executive shall be entitled to paid vacation as well as paid days off for the period between Christmas and January 1, in each case in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 365-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

6. **Termination of Employment.** (a) **Death or Disability.** The Executive's employment shall terminate automatically upon the Executive's death. If the Company determines in good faith that the Disability (as defined below) of the Executive has occurred during the Employment Period, it may give to the Executive written notice in accordance with Section 13(b) of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"), provided that, within the 30 days after such receipt, the

Executive shall not have returned to full-time performance of the Executive's duties. Under this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days (or for 180 business days in any consecutive 365 days) as a

result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative.

(d) Cause. The Company may terminate the Executive's employment during the Employment Period with or without Cause. Under this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company or one of its affiliates (other than any such failure resulting from incapacity due to physical or mental illness or following the Executive's delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive by the Board or the Chief Executive Officer of the Company which specifically identifies the manner in which the Board or Chief Executive Officer of the Company believes that the Executive has not substantially performed the Executive's duties, or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent entity and is not publicly-traded, the board of directors (or, for a non-corporate entity, equivalent governing body) of the ultimate parent of the Company (the "Applicable Board") or upon the instructions of the Chief Executive Officer of the Company or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding the Executive if the Executive is a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, the Executive is guilty of the conduct described in subsection (i) or (ii), and specifying the particulars thereof in detail.

(e) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason or by the Executive voluntarily without Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position (including status, offices, titles and

reporting requirements), authority, duties or responsibilities as contemplated by Section 5(a), or any other diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity), excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(ii) a breach by the Company of a material term of this Agreement or any failure by the Company to comply with any of the provisions of Section 5(b), in each case, other than an isolated, insubstantial, and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) the Company's requiring the Executive to be based at any office or location other than as provided in Section 5(a)(i)(B) or the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date;

(iv) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement; or

(v) any failure by the Company to comply with and satisfy Section 12(c).

For purposes of this Section 6(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(f) **Incapacity.** The Executive's mental or physical incapacity following the occurrence of an event described in clauses (i) through (v) of Section 6(c) shall not affect the Executive's ability to terminate employment for Good Reason and the Executive's death following delivery of a Notice of Termination for Good Reason shall not affect the entitlement of the estate of the Executive to severance payments or benefits provided hereunder upon a termination of employment for Good Reason.

(g) **Notice of Termination.** Any termination of employment by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 13(b). For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination (which date shall be not more than thirty days after the giving of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(h) **Date of Termination.** "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date on which the Company notifies the Executive of such termination, (iii) if the Executive resigns without Good Reason, the

date on which the Executive notifies the Company of such termination and (iv) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date, as the case may be. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

7. **Obligations of the Company upon Termination.** (a) **Good Reason; Other Than for Cause, Death or Disability.** If, during the Employment Period, the Executive's employment is terminated by the Company (other than for Cause, Death or Disability) or the Executive terminates employment for Good Reason:

(i) the Company shall pay to the Executive in a lump sum in cash within 30 days after the Date of Termination the aggregate of the following amounts:

(A) the sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, (2) the Executive's business expenses that are reimbursable pursuant to Section 5(b)(v) but have not been reimbursed by the Company as of the Date of Termination; (3) the Executive's Annual Bonus for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been determined but not paid as of the Date of Termination; (4) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in subclauses (1), (2), (3) and (4), the "Accrued Obligations") and (5) an amount equal to the product of (x) the Target Annual Bonus and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 (the "Pro Rata Bonus"); provided, that notwithstanding the foregoing, if the Executive has made an irrevocable election under any deferred compensation arrangement subject to Section 409A of the Code to defer any portion of the Annual Base Salary or the Annual Bonus described in clauses (1) or (3), then for all purposes of this Section 7 (including, without limitation, Sections 7(b) through 7(e)), such deferral election, and the terms of the applicable arrangement shall apply to the same portion of the amount described in such clause (1) or clause (3), and such portion shall not be considered as part of the "Accrued Obligations" but shall instead be an "Other Benefit" (as defined below); and

(B) the amount equal to the product of (1) two and (2) the sum of (x) the Executive's Annual Base Salary and (y) the Target Annual Bonus; and

(C) an amount equal to the product of (1) two and (2) the sum of (a) the Company Retirement Contributions (as defined in the PHINIA Inc. Retirement Savings Plan ("RSP")) that would have been made under the RSP for the first Plan Year (as defined in the RSP) ending after the Date of Termination if there had been no Limitations (as defined below) on such Company Retirement Contributions and (b) an amount equal to the Company Matching Contributions (as defined in the RSP) that would have been made under the RSP in the first Plan Year after the Date of Termination if there had been no Limitations on such Company Matching Contributions, and assuming for these purposes that the Executive had

elected to defer the maximum amount of Compensation (as defined in the RSP) permitted by the RSP (without regard to any Limitations on such deferral), and assuming for purposes of

calculating the amounts in clauses (a) and (b) that the Executive had remained employed by the Company through the end of such Plan Year with compensation equal to that required by Section 5(b)(i) and Section 5(b)(ii) ("Limitations" meaning limitations contained in the RSP, the Employee Retirement Income Security Act ("ERISA") or the Code);

(ii) for eighteen months following the Date of Termination (the "Benefits Period"), the Company shall provide the Executive and their eligible dependents with medical and dental insurance coverage (the "Health Care Benefits") and life insurance benefits no less favorable to those which the Executive and their spouse and eligible dependents were receiving immediately prior to the Date of Termination or, if more favorable to such persons, as in effect generally at any time thereafter with respect to other peer executives of the Company and the affiliated companies; provided, however, that the Health Care Benefits shall be provided during the Benefits Period in such a manner that such benefits are excluded from the Executive's income for federal income tax purposes; provided, further, however, that if the Executive becomes re-employed with another employer and is eligible to receive health care benefits under another employer-provided plan, the health care benefits provided hereunder shall be secondary to those provided under such other plan during such applicable period of eligibility. The receipt of the Health Care Benefits shall be conditioned upon the Executive continuing to pay the Applicable COBRA Premium with respect to the level of coverage that the Executive has elected for the Executive and the Executive's spouse and eligible dependents (e.g., single, single plus one, or family). During the portion of the Benefits Period in which the Executive and their eligible dependents continue to receive coverage under the Company's Health Care Benefits plans, the Company shall pay to the Executive a monthly amount equal to the Applicable COBRA Premium in respect of the maximum level of coverage that the Executive could have elected to receive for the Executive and the Executive's spouse and eligible dependents if the Executive were still an employee of the Company during the Benefits Period (e.g., single, single plus one, or family) regardless of what level of coverage is actually elected, which payment shall be paid in advance on the first payroll day of each month, commencing with the month immediately following the Executive's Date of Termination. The Company shall use its reasonable best efforts to ensure that, following the end of the Benefit Period, the Executive and the Executive's spouse and eligible dependents shall be eligible to elect continued health coverage pursuant to Section 4980B of the Code or other applicable law ("COBRA Coverage"), as if the Executive's employment with the Company had terminated as of the end of such period. For purposes of determining eligibility (but not the time of commencement of benefits) of the Executive for retiree welfare benefits pursuant to the Company's retiree welfare benefit plans, if any, the Executive shall be considered to have remained employed until the end of the Benefit Period and to have retired on the last day of such period. For purposes of this Provision, "Applicable COBRA Premium" means the monthly premium in effect from time to time for coverage provided to former employees under Section 4980B of the Code and the regulations thereunder with respect to a particular level of coverage (e.g., single, single plus one, or family).

(iii) the Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be selected by the Executive in the Executive's sole discretion, but the cost thereof shall not exceed \$40,000; provided, further, that such outplacement benefits shall end not later than the last day of the second calendar year that begins after the Date of Termination; and

(iv) except as otherwise set forth in the last sentence of Section 8, to the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits") in accordance with the terms of the underlying plans or agreements.

Notwithstanding the foregoing provisions of Section 7(a)(i) and Section 7(a)(ii), in the event that the Executive is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Date of Termination) (a "Specified

Employee"), amounts that constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code that would otherwise be payable and benefits that would otherwise be provided under Section 7(a)(i) or Section 7(a)(ii) during the six-month period immediately following the Date of Termination (other than the Accrued Obligations) shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("Interest") determined as of the Date of Termination, or provided on the first business day after the date that is six months following the Executive's Date of Termination (the "Delayed Payment Date");

(i) **Death.** If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, the Company shall provide the Executive's estate or beneficiaries with the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits (either pursuant to a plan, program, practice or policy or an individual arrangement) at least equal to the most favorable benefits provided by the Company and the affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive's estate and/or the Executive's beneficiaries, as in effect on the date of the Executive's death with respect to other peer executives of the Company and its affiliated companies and their beneficiaries.

(j) **Disability.** If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, the Company shall provide the Executive with the Accrued Obligations and Pro Rata Bonus and the timely payment or delivery of the Other Benefits in accordance with the terms of the underlying plans or agreements, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 7(a)(1)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with Interest, to the Executive on the Delayed Payment Date. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 7(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits (either pursuant to a plan, program, practice or policy or an individual

arrangement) at least equal to the most favorable of those generally provided by the Company and the affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive and/or the Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Company and the affiliated companies and their families.

(k) **Cause.** If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide the Executive with the Executive's Annual Base Salary (subject to the proviso set forth in Section 7(a)(i)(A) to the extent applicable) through the Date of Termination, and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement.

(l) **Other than for Good Reason.** If the Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, the Company shall provide to the Executive the Accrued Obligations and the Pro Rata Bonus and the timely payment or delivery of the Other Benefits and shall have no other severance obligations under this Agreement. In such case, all the Accrued Obligations (subject to the proviso set forth in Section 7(a)(i)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination, provided, that in the event that the Executive is a Specified Employee, the Pro Rata Bonus shall be paid, with Interest, to the Executive on the Delayed Payment Date.

8. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy, or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 13(f), shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice, or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. Without limiting the generality of the foregoing, the Executive's resignation under this Agreement with or without Good Reason, shall in no way affect the Executive's ability to terminate employment by reason of the Executive's "retirement" under any compensation and benefits plans, programs or arrangements of the affiliated companies, including without limitation any retirement or pension plans or arrangements or to be eligible to receive benefits under any compensation or benefit plans, programs or arrangements of the Company or any of its affiliated companies, including without limitation any retirement or pension plan or arrangement of the Company or any of its affiliated companies or substitute

plans adopted by the Company or its successors, and any termination which otherwise qualifies as Good Reason shall be treated as such even if it is also a "retirement" for purposes of any such plan. Notwithstanding the foregoing, if the Executive receives payments and benefits pursuant to Section 7(a), the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the affiliated companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

9. **Full Settlement; Legal Fees.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right or action which the Company may have against the Executive or

others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as specifically provided in Section 7(a)(ii), such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), at any time from the Effective Date through the Executive's remaining lifetime (or, if longer, through the 20th anniversary of the Effective Date) to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof whether such contest is between the Company and the Executive or between either of them and any third party, and (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest determined as of the date such legal fees and expenses were incurred. In order to comply with Section 409A of the Code, in no event shall the payments by the Company under this Section 9 be made later than the end of the calendar year next following the calendar year in which such fees and expenses were incurred, provided that the Executive or the Executive's estate shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred. The amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, and the Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit.

10. **Certain Reduction of Payments by the Company.**

(a) Anything in this Agreement to the contrary notwithstanding, in the event the independent accounting firm then used by the Company or such other nationally recognized certified public accounting firm as may be designated by the Executive (the "Accounting Firm") shall determine that receipt of all payments, distributions or benefits provided by the Company or the affiliated companies in the nature of compensation to or for the Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment"), would subject the Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Executive's Agreement Payments were reduced to the Reduced Amount. If the Accounting Firm determines that the Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Executive's Agreement Payments were so reduced, the Executive shall receive all Agreement Payments to which the Executive is entitled under this Agreement.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 10 shall be binding upon the Company and the Executive and shall be made as soon as reasonably practicable and in no event later than fifteen (15) days following the Date of Termination. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction hereunder of the amounts payable, if applicable, shall be made by reducing the Payments in the following order to the extent such Payments have not already been made at the time the reductions hereunder have become applicable: (i) the Payment with the higher ratio of the parachute payment value (as determined for purposes of

Code Section 280G) to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a Payment with a lower ratio; (ii) the Payment with the later possible payment date shall be reduced or eliminated before a Payment with an earlier payment date; and (iii) cash Payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Section 409A of the Code, then the reduction shall be made pro rata among the Payments on the basis of the relative present value of the Payments. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, the Executive shall pay any such Overpayment to the Company together with Interest; provided, however, that no amount shall be payable by the Executive to the Company if and to the extent such payment would not either reduce the amount on which the Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than 60 days following the date on which the Underpayment is determined) by the Company to or for the benefit of the Executive together with Interest.

(d) For purposes hereof, the following terms have the meanings set forth below:

(i) "Reduced Amount" shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments pursuant to Section 10(a).

(ii) "Net After-Tax Receipt" shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determined to be likely to apply to the Executive in the relevant tax year(s).

(e) To the extent requested by the Executive, the Company shall cooperate with the Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by the Executive (including without limitation, the Executive agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant) before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of Section 280G of the Code), such that payments in respect of such services (or refraining from performing such services) may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of Section 280G of the Code in accordance with Q&A-5(a) of Section 280G of the Code.

11. **Confidential Information.** The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, or divulge any such information, knowledge, or data to anyone other than the Company and those persons designated by it. In no event shall an asserted violation of the provisions of this Section 11 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement, but the Company otherwise shall be entitled to all other remedies that may be available to it at law or equity.

Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"). Executive further understands that nothing in this Agreement limits Executive's ability to communicate with, and disclose information to, any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. Executive can provide information to Government Agencies without risk of retaliation or being held liable by the Company

for liquidated damages or other penalties. This Agreement also does not limit Executive's right to receive an award for information provided to any Government Agencies.

Additionally, consistent with the preceding paragraph and pursuant to the U.S. Defend Trade Secrets Act of 2016, Executive may disclose Trade Secrets in confidence, either directly or indirectly, to Government Agencies, for the purpose described in the preceding paragraph. If trade secrets are included in or attached to a complaint or other document filed in a lawsuit or other proceeding, such filing must be made under seal. Additionally, if Executive files a retaliation lawsuit for reporting a suspected violation of law, Executive may disclose related Trade Secrets to their attorney and use them in related court proceedings, as long as Executive files documents containing the Trade Secret under seal and does not otherwise disclose the Trade Secret except pursuant to court order.

12. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(f) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 12(c), without the prior written consent of the Executive, this Agreement shall not be assignable by the Company.

(g) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be

16

required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

13. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Subject to the last sentence of Section 13(g), this Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(h) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

[EXECUTIVE ADDRESS]

If to the Company:

PHINIA Inc.
3000 University Drive
Auburn Hills, MI 48326
Attn: Legal Department

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(i) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(j) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(k) The Executive's or the Company's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 6(c)(i)-(v), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(i) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a), prior to the Effective Date, the Executive's employment may be terminated by either the Executive or the Company at any time prior to the Effective Date, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(m) The Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, shall in all respects be administered in accordance with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. If the Executive dies following the Date of Termination and prior to the payment of the any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of the Executive's estate within 30 days after the date of the Executive's death. All reimbursements and in-kind benefits provided under this Agreement that constitute deferred compensation within the meaning of Section 409A of the Code shall be made or provided in accordance with the requirements of Section 409A of the Code, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred, provided, that the Executive shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Executive's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Executive's remaining lifetime (or if longer, through the 20th anniversary of the Effective Date). Prior to the Effective Date but within the time period permitted by the applicable Treasury Regulations, the Company may, in consultation with the Executive, modify the Agreement, in the least restrictive manner necessary and without any diminution in the value of the payments to the Executive, in order to cause the provisions of the Agreement to comply with the requirements of Section 409A of the Code, so as to avoid the imposition of taxes and penalties on the Executive pursuant to Section 409A of the Code.

14. **Survivorship.** Upon the expiration or other termination of this Agreement or the Executive's employment, the respective rights and obligations of the parties hereto shall survive to the extent necessary to carry out the intentions of the parties under this Agreement.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

EXECUTIVE

Name

PHINIA Inc.

By:
Name:
Title:

PHINIA INC.**Director Deferred Compensation Program
2025-2026 Board Year Election Form**

As a non-employee director on the Board of Directors (the "Board") of PHINIA Inc. (the "Company"), you are eligible to make deferral elections pursuant to the Company's recently adopted Director Compensation Deferral Program. Your elections may be made with respect to your compensation for services performed during the 2025-2026 Board Year, which is defined as starting immediately following the conclusion of the 2025 Annual Meeting of Shareholders (expected to be held in May 2025) and concluding immediately prior to the 2026 Annual Meeting of Shareholders (expected to be held in May 2026). Your compensation with respect to the 2025-2026 Board Year, and with respect to which you have the opportunity to make deferral elections, is expected to consist of two components.

One component will be an equity award which, unless you make an election as described below, will be in the form of restricted stock (the "Restricted Stock Compensation"). The Restricted Stock Compensation would be granted shortly after the 2025 Annual Meeting of Shareholders and generally would vest after one year, subject to your continued service through such date. The Restricted Stock Compensation would be granted under the PHINIA Inc. 2023 Stock Incentive Plan (the "Plan"). The number of shares of common stock of the Company (the "Shares") covered by the Restricted Stock Compensation would be determined by dividing the grant date value of the Board equity retainer (which currently is \$140,000 but which could change in the future) by the Fair Market Value (as defined in the Plan) of a Share on the date of grant. To the extent that there is any increase in your Restricted Stock Compensation, it would be covered by this election.

The other component will be cash compensation (the "Cash Compensation"). Your Cash Compensation for the 2025-2026 Board Year is expected to be \$_____, consisting of a board cash retainer of \$100,000 and, based on the committees on which you currently serve, committee cash retainers of \$_____. To the extent that there is any increase in your Cash Compensation for the 2025-2026 Board Year, it would not be covered by this election. Unless you make an election as described below, the Cash Compensation would be paid quarterly in arrears.

Under the Company's Director Compensation Deferral Program, you have the opportunity to make a separate deferral election with respect to your Restricted Stock Compensation and your Cash Compensation for the 2025-2026 Board Year. Following the instructions below, you can choose to make a deferral election with respect to both (i) your Restricted Stock Compensation and your Cash Compensation, (ii) either your Restricted Stock Compensation or your Cash Compensation, or (iii) neither your Restricted Stock Compensation nor your Cash Compensation. Elections are effective only with respect to your expected compensation for the 2025-2026 Board Year as identified above. Elections are irrevocable and with respect to 2025-2026 Board Year compensation will be effective only if this form is completed, executed and returned to the Company on or before December 15, 2024.

RESTRICTED STOCK COMPENSATION ELECTION

With respect to Restricted Stock Compensation which you otherwise would receive for the 2025-2026 Board Year, you may elect to receive stock units subject to restrictions ("SUs") covering an equivalent number of Shares. Each SU represents a contingent right to receive one Share at a future date. The SUs would be granted pursuant to the Plan and the related SU agreement.

In the event you elect to receive SUs in lieu of the Restricted Stock Compensation you would otherwise receive, such SUs would be granted on the same date as the date the Restricted Stock Compensation would be granted. The number of Shares covered by your SU award initially would be equal to the number of Shares covered by your converted Restricted Stock Compensation. To the extent the Company pays any cash dividend in respect of Shares after the grant date and the future date on which the SUs are settled, the number of Shares covered by the SU award would be increased by an additional number of Shares by multiplying (i) the number of SUs covered by the award as of the dividend record date by (ii) the cash dividend paid on each Share, dividing the result of such multiplication by (iii) the Fair Market Value (as defined in the Plan) of a Share on the dividend payment date, and (iv) rounding the result to the nearest whole number.

Your SUs generally would vest one year after the grant date. You would receive one Share for each vested SU. You would receive the Shares (i.e., share settlement of the SUs) within thirty (30) days of the future date of your separation from service with the Company (as determined under Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

You may elect to receive SUs in lieu of either 100% or 50% of the Restricted Stock Compensation which you would otherwise receive for the 2025-2026 Board Year.

Any increase in Restricted Stock Compensation for the 2025-2026 Board Year would be covered by this election.

Please indicate below whether with respect to the 2025-2026 Board Year, you want to receive in lieu of Restricted Stock Compensation either (i) 100% in the form of SUs or (ii) 50% in the form of SUs (in which case you also would receive 50% in the form of Restricted Stock Compensation).

Election for the 2025-2026 Board Year

Please indicate with an "X" your election to receive in lieu of Restricted Stock Compensation either (i) 100% in the form of SUs or (ii) 50% in the form of SUs (in which case you also would receive 50% in the form of Restricted Stock Compensation).

100% SUs

50% SUs

Note: If no election is made above, you will be deemed to have elected to receive 100% in the form of Restricted Stock Compensation for the 2025-2026 Board Year.

CASH COMPENSATION ELECTION

With respect to Cash Compensation as identified above which you otherwise would receive for the 2025-2026 Board Year, you may elect to receive SUs covering a number of shares of Stock with a value equal to the cash amount of your Cash Compensation indicated on this election form to be allocated to such SU grant. These SUs would be in addition to any SUs you would receive if you make a deferral election with respect to your Restricted Stock Compensation. The SUs would be granted pursuant to the Plan and the related SU agreement.

In the event you elect to receive SUs in lieu of your Cash Compensation you would otherwise receive, such SUs would be granted on the same date as the date the Restricted Stock Compensation would be granted following the 2025 Annual Meeting of Shareholders. Each SU represents a contingent right to receive one Share at a future date. The number of shares of Stock covered by your SU award initially would be equal to the cash amount of Cash Compensation indicated on this election form to be allocated to the SU grant divided by the Fair Market Value (as defined in the Plan) of a Share on the date of grant (rounding the result to the nearest whole number). To the extent the Company pays any cash dividend in respect of Shares after the grant date and the future date on which the SUs are settled, the number of Shares covered by the SU award would be increased by an additional number of Shares by multiplying (i) the number of SUs then covered by the award as of the dividend record date by (ii) the cash dividend paid on each Share, dividing the result of such multiplication by (iii) the Fair Market Value (as defined in the Plan) of a Share on the dividend payment date, and (iv) rounding the result to the nearest whole number.

Your SUs generally would vest one year after the grant date. You would receive one Share for each vested SU. You would receive the Shares within thirty (30) days of the date of the future date of your separation from service with the Company (as determined under Section 409A).

You may elect to receive SUs in lieu of either 100% or 50% of the Cash Compensation which you would otherwise receive for the 2025-2026 Board Year.

This election applies to Cash Compensation as defined and identified above. Any additional amount of Cash Compensation for the 2025-2026 Board Year would not be covered by this election.

Please indicate below whether with respect to the 2025-2026 Board Year, you want to receive in lieu of Cash Compensation either (i) 100% in the form of SUs or (ii) 50% in the form of SUs (in which case you also would receive 50% in the form of Cash Compensation).

Election for the 2025-2026 Board Year

Please indicate with an "X" your election to receive in lieu of Cash Compensation either (i) 100% in the form of SUs or (ii) 50% in the form of SUs (in which case you also would receive 50% in the form of Cash Compensation paid quarterly in arrears).

100% SUs

50% SUs

Note: If no election is made above, you will be deemed to have elected to receive 100% in the form of Cash Compensation for the 2025-2026 Board Year.

I understand that this election shall apply to my Restricted Stock Compensation and Cash Compensation as defined above. This election shall be interpreted, and the amounts hereunder shall be paid, in a manner consistent with Section 409A. **The above election will be effective only if this form is completed, executed, and returned to the Company on or before December 15, 2024.**

I hereby approve and irrevocably submit this election form.

Name:

Date:

2

Exhibit 10.36

PHINIA INC.
2023 STOCK INCENTIVE PLAN

Stock Unit Award Agreement - Non-Employee Directors

This Stock Unit Award Agreement (the "Agreement") dated as of _____, 2025, by and between PHINIA Inc., a Delaware corporation (the "Company"), and _____ (the "Director") is entered into as follows:

WITNESSETH:

WHEREAS, the Company has established the PHINIA Inc. 2023 Stock Incentive Plan (the "Plan"), a copy of which is attached hereto, or which has been previously provided to the Director;

WHEREAS, the Corporate Governance Committee of the Board of Directors of the Company has recommended that the Director be granted an Award of Stock Units pursuant to the terms of the Plan and the terms of this Agreement, and the Board of Directors of the Company has approved such recommendation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth:

- Award of Stock Units.** The Company hereby grants to the Director on this date (the "Grant Date"), _____ Stock Units, subject to the terms and conditions set forth in the Plan and this Agreement (the "Award"). Each Stock Unit represents a contingent right to receive one share of the Company's common stock, par value \$.01 (a "Share").
- Terms of the Plan Shall Govern.** The Award is made pursuant to, and is subject to, the Plan, including, without limitation, its provisions governing a Change in Control and cancellation and rescission of Awards. In the case of any conflict between the Plan and this Agreement, the terms of the Plan shall control. Unless otherwise indicated, all capitalized terms contained in this Agreement shall have the meaning assigned to them in the Plan.
- Vesting of Stock Units.** The vesting period for the Stock Units awarded to the Director under this Agreement shall commence with the date of this Agreement set forth above and shall end, for the percentage of the Stock Units indicated below, on the date when the Stock Units shall have vested in accordance with the following schedule:

Vesting DateVested Percentage

One-year anniversary of 100% of the Stock Units
Grant Date

Notwithstanding the foregoing, the vesting period shall end on the date of the annual shareholders meeting in the year of

the Vesting Date if such annual shareholders meeting occurs prior to the Vesting Date and at least fifty (50) weeks after the date of the annual shareholders meeting in the year in which this Award is granted.

4. Tracking and Settlement of Award.

- a. **Bookkeeping Account.** On the Grant Date, the Company shall credit the Director's Stock Units to a Stock Unit account established and maintained for the Director on the books of the Company. The account shall constitute the record of the Stock Units awarded to the Director under this Agreement, is solely for accounting purposes, and shall not require a segregation of any Company assets.
- b. **Issuance of Shares.** The Company shall deliver Shares to the Director in settlement of the Stock Units awarded by this Agreement equal to the number of the Director's vested Stock Units (including any additional Stock Units acquired as a result of dividend equivalents that have vested). Such delivery of Shares shall be made to the Director within thirty (30) days of the date of Director's Separation from Service, as determined under Section 409A of the Code.

5. Shareholder Rights; Dividend Equivalents.

- a. **No Shareholder Rights.** Prior to the actual delivery of Shares to the Director in settlement of the Stock Units awarded and vested hereunder (if any), the Director shall have no rights as a shareholder with respect to the Stock Units or any underlying Shares, including but not limited to voting or dividend rights.
- b. **Dividend Equivalents.** If the Company pays any cash dividend in respect of Shares after the Grant Date and before the Stock Units are settled in accordance with Section 4(b) of this Agreement, the Director's Stock Unit account shall be credited with an additional number of Stock Units determined by multiplying (i) the number of Stock Units that is recorded in the Stock Unit account as of the dividend record date by (ii) the cash dividend paid on each Share, dividing the result of such multiplication by (iii) the Fair Market Value of a Share on the dividend payment date, and (iv) rounding the result to the nearest whole number. Credits shall be made effective as of the date of the cash dividend in respect of Shares. Dividend equivalents credited to the Director's account shall be subject to the same restrictions as the Stock Units in respect of which the dividends were credited, including, without limitation, the vesting conditions and distribution provisions contained herein.

6. Forfeiture of Share Units. Upon the Director's Termination of Employment prior to the vesting of the Stock Units, the Stock Units shall be forfeited by the Director; provided, however, that in the event of the Director's Retirement prior to vesting, the Compensation Committee shall have the

discretion to waive, in whole or in part, any or all remaining restrictions with respect to any or all of the Stock Units covered by this Award.

7. Change in Control. In the event of a Change in Control, this Award shall be treated in accordance with Section 16 of the Plan.

8. Acquisition of Shares For Investment Purposes Only. By his or her signature hereto, the Director hereby agrees with the Company as follows:

- a. The Director is acquiring the Shares covered by this Award for investment purposes only and not with a view to resale or other distribution thereof to the public in violation of the Securities Act of 1933, as amended (the "1933 Act"), and shall not dispose of any of the Shares in transactions which, in the opinion of counsel to the Company, violate the 1933 Act, or the rules and regulations thereunder, or any applicable state securities or "blue sky" laws;
- b. If any of the Shares covered by this Award shall be registered under the 1933 Act, no public offering (otherwise than on a national securities exchange, as defined in the Exchange Act) of any such shares shall be made by the Director (or any other person) under such circumstances that he or she (or any other such person) may be deemed an underwriter, as defined in the 1933 Act; and
- c. The Company shall have the authority to include such stop transfer orders, legends or other restrictions relating to the awarded Shares referring to the foregoing restrictions.

9. **Non-transferability.** Neither the awarded Stock Units nor this Award may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or as otherwise permitted by the Company, and neither the awarded Stock Units nor this Award shall be subject to execution, attachment or similar process. In addition, by accepting this Award, the Director agrees not to sell any Shares acquired under this Award other than as set forth in the Plan and at a time when applicable laws, Company policies or an agreement between the Company and its underwriters do not prohibit a sale.

10. **No Right to Continued Service.** Nothing contained in the Plan or this Agreement shall confer upon the Director any right to continue as a director of the Company.

11. **Withholding of Taxes.** If applicable, no later than the date as of which an amount first becomes includable in the Director's gross income for Federal income tax purposes, the Director shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local, or foreign taxes of any kind required by law to be withheld.

12. **Governing Law.** The Award made and actions taken under the Plan and this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without taking into account its conflict of laws provisions.

13. **Acceptance of Award.** By accepting this Award, the Director agrees to accept the terms of the Award, as set forth in this Agreement and in the Plan. Unless the Company otherwise agrees in writing, this Agreement shall not be effective as a Stock Unit Award if a copy of this Agreement is not signed and returned to the Company (unless the Director accepts this award in an alternative means approved by the Company, which may include electronic acceptance) within ninety (90) days of the date of grant of this Award. If the Director does not sign (or accept using alternative means approved by the Company) this Agreement within ninety (90) days from the date of grant of this Award, the Company may cancel the Award without any requirement to provide notice to the Director. It is solely the Director's responsibility to accept the Award.

14. **Binding Effect.** Subject to the limitations stated above, this Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, legal representatives, successors, and assigns.

* * * *

IN WITNESS WHEREOF, PHINIA INC. and the Director have executed this Agreement to be effective as of the date first written above.

PHINIA INC.

By:

Title: Vice President and Chief
Human Resource Officer

I acknowledge receipt of a copy of the Plan (either as an attachment hereto or that has been previously received by me) and that I have carefully read this Agreement and the Plan. I agree to be bound by all of the provisions set forth in this Agreement and the Plan.

Date [Name]

PHINIA Inc.

Insider Trading and Confidentiality Policy

1.0 Purpose / Scope

This Insider Trading and Confidentiality Policy ("Insider Trading Policy") provides guidelines with respect to transactions in PHINIA Securities (as defined below) and the handling of confidential information about PHINIA Inc. ("Company" or "PHINIA") and the companies with which the Company does business, in which the Company has significant investments, or are involved in a potential transaction or business relationship with the Company. The Company has adopted this Insider Trading Policy to promote compliance with U.S. federal, state, and foreign securities laws that prohibit certain persons who are aware of material non-public information about a company from: (i) engaging in transactions in the securities of that company; or (ii) providing material non-public information to other persons.

2.0 Applicability

This Insider Trading Policy applies to the Company and all "Covered Persons" (defined as all members of the Board of Directors ("directors") and all employees of the Company and its subsidiaries). This Insider Trading Policy also applies to Family Members and Controlled Entities, each as defined below. The Company may also determine that other persons should be subject to this Insider Trading Policy, such as contractors or consultants who have access to material non-public information (as further described below).

2.1 Transactions by Family Members and Others. This Insider Trading Policy applies to family members who reside with a Covered Person (for example, a spouse, child, stepchild, grandchild, parent, stepparent, grandparent, sibling, or in-law), anyone else who lives in a Covered Person's household, and any family members who do not live in a Covered Person's household but whose transactions in PHINIA Securities are directed by the Covered Person or are subject to the Covered Person's influence or control, such as parents or children who consult with the Covered Person before they engage in transactions in PHINIA Securities (collectively referred to as "Family Members"). The Covered Person is responsible for ensuring that any transactions executed by Family Members comply with this Insider Trading Policy, and, therefore, the Covered Person should make Family Members aware of the need to confer with the Covered Person before they engage in transactions in PHINIA Securities. The Covered Person should treat all such transactions for the purposes of this Insider Trading Policy and applicable securities laws as if the transactions were for its own account. This Insider Trading Policy does not, however, apply to personal securities transactions of Family Members where the decision to engage in transactions in PHINIA Securities is made by a third party not controlled by, influenced by, or related to the Covered Person or Family Members.

2.2 Transactions by Entities that Covered Persons Influence or Control. This Insider Trading Policy applies to any entities that the Covered Person influences or controls, including any corporations, partnerships, or trusts (collectively referred to as "Controlled Entities"), and transactions by these Controlled Entities should be treated for the purposes of this Insider Trading Policy and applicable securities laws as if the transactions were for the Covered Person's own account.

3.0 Restrictions

3.1 Covered transactions. Neither the Company nor any Covered Person, Family Member, or Controlled Entity may engage in any transaction involving stock, bonds, options,

derivative instruments, or other securities of the Company ("PHINIA Securities"), or direct or recommend others to engage in transactions involving PHINIA Securities, if the Company or such person is in possession of material information that has not been publicly disclosed. Transactions subject to this Insider Trading Policy include purchases, sales and *bona fide* gifts of PHINIA Securities.

Material information. "Material information" has no precise definition; for purposes of this Insider Trading Policy, a broad view of the term should be taken. Generally, "material information" includes any information, positive or negative, that a reasonable person would consider important in determining whether to buy, hold or sell a company's securities. Examples of material information relating to the Company include, but are not limited to: the Company's consolidated operating or financial results, projections of future earnings or losses, changes to previously announced guidance, or the decision to suspend guidance; potential significant mergers, joint ventures, restructurings, tender offers, or acquisitions or dispositions of significant assets; changes in dividend policies; the establishment, amendment, or

termination of a Company share repurchase program for PHINIA Securities; the declaration of a stock split or the possibility of an offering of PHINIA Securities; development of significant new products, services or technologies; significant new contracts or loss of business; significant shifts in operating or financial circumstances, such as major write-offs or financial liquidity problems; significant bank borrowings or other financing transactions out of the ordinary course; pending or threatened significant litigation or governmental investigations; major changes in the Company's management or directors; a change in the Company's external auditor or notification that the auditor's report may no longer be relied upon; a significant cybersecurity attack or incident; and the imposition of an Event-Specific Blackout Period (as defined below) or the extension or termination of such restriction. The General Counsel's Office is available to discuss any questions relating to whether an individual may be in possession of material non-public information.

When Information Is Considered Public. Information that is generally not known or that has not been made available to the investing public is generally considered to be non-public information, even if the information is widely known within the Company. Information generally would be considered publicly disclosed if it has been disclosed through a widely disseminated press release distributed through newswire services, a broadcast on widely-available radio or television programs, or publication in a widely-available newspaper, magazine, or news website, or through a public disclosure document filed with, or furnished to, the Securities and Exchange Commission (the "SEC") that is available on the SEC's website. Once information is considered public, it is still necessary to provide the public with sufficient time to absorb and evaluate the information. As a general rule, information should not be considered fully absorbed by the public and therefore still "non-public" until at least two full trading days after the initial release of information to the public. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of specific material non-public information.

3.2 No Covered Person, Family Member, or Controlled Entity may, directly or indirectly, disclose ("tip") material non-public information either (a) to persons within the Company whose jobs do not require them to have that information, or (b) to persons outside the Company including, but not limited to, Family Members, Controlled Entities, friends, business associates, investors, and consulting firms, unless any such disclosure is authorized and made in a manner to protect such information from unauthorized disclosure.

Covered Persons, Family Members, or Controlled Entities may be liable for tipping material non-public information to any third party (a "Tippee"). Tippees inherit such an individual's duties and may be liable for engaging in transactions based on material non-public information illegally tipped to them by a Covered Person, Family Member, or Controlled Entity. Tipping may also result in the same penalties to the tipper as if they engaged in any such transactions.

3.3 No Covered Person, Family Member, or Controlled Entity who learns of material non-public information about another company with which the Company does business, in which the Company has significant investments, or that is involved in a potential transaction or business relationship with the Company, may engage in transactions, or direct others to engage in transactions, involving the securities of that other company until the information becomes public or is no longer material.

3.4 No Covered Person, Family Member, or Controlled Entity may engage in any transaction involving derivative securities that are not issued by the Company, including a publicly-traded put option, call option, or swap relating to PHINIA Securities. Directors and employees shall not sell any PHINIA Securities that the individual does not own; *i.e.*, directors and employees may not "sell short."

3.5 No Covered Person, Family Member, or Controlled Entity may engage in hedging or monetization transactions such as collars or forward sale contracts.

3.6 No director nor any Section 16 executive officer designated by the Company's Board of Directors ("Section 16 Officers") or their respective Family Members or Controlled Entities may enter into any transactions that result in pledging or using PHINIA Securities as collateral to secure personal loans or other obligations. PHINIA Securities may not be held in margin accounts by them.

Any exceptions to the anti-pledging policy will be considered only for extraordinary reasons. Requests for exceptions will be considered by the General Counsel in consultation with the Chairperson of the Corporate Governance Committee of the Board of Directors.

3.7 Neither the Company nor any director or Section 16 Officer, any direct report or administrative assistant to a Section 16 Officer, or other persons notified in writing by the Company, or their respective Family Members and Controlled Entities, shall engage in any transaction involving PHINIA Securities during a quarterly blackout period ("Blackout Period"). Blackout Periods will begin at the close of the market on the fifteenth (15th) calendar day of the third month of each fiscal quarter and will end at the open of the market on the third trading day following the Company's public release of earnings for the prior fiscal quarter. Notwithstanding the foregoing, in its discretion, the General Counsel's Office may cause a Blackout Period to begin prior to the close of the market on the fifteenth (15th) calendar day of the third month of each fiscal quarter, or may extend a Blackout Period, for some or all of the individuals subject to the Blackout Period and will notify such individuals in the event of any such earlier commencement or extension. The vesting of an equity award, or the purchase of PHINIA Securities by way of an exercise of an option, granted under the Company's applicable equity plan and any related withholding of shares to satisfy tax withholding requirements, is

permitted during a Blackout Period, but the sale or simultaneous purchase and sale of such resulting PHINIA Securities in the open market is prohibited. Transfers between any PHINIA stock fund and other investment options in any retirement savings plan available to current or former employees are prohibited during the Blackout Period.

- 3.8 Occasionally, an event may occur (or may be probable to occur) that is material to the Company and is known by only a limited number of directors and employees such that the persons designated in writing by the General Counsel's Office may not engage in any transaction involving, or otherwise transfer, PHINIA Securities until notified by the General Counsel's Office that the event-specific blackout period ("Event-Specific Blackout Period") has ended. The existence of an Event-Specific Blackout Period will not be announced to the Company as a whole and should not be communicated to any other person.
- 3.9 The Company and all directors, Section 16 Officers, and other persons notified in writing by the Company ("other preclearance individuals") must seek preclearance from the General Counsel's Office before engaging in any transaction involving PHINIA Securities, including transfers between any PHINIA stock fund and other investment options in any PHINIA retirement savings plan available to current or former employees. Each proposed transaction will be evaluated to determine if it raises insider trading concerns or other concerns under applicable federal or state securities laws and regulations. The General Counsel's Office is under no obligation to approve a transaction submitted for preclearance and may determine not to permit the transaction. If the General Counsel's Office grants preclearance, the requestor may execute the transaction at any time within, but not after, three calendar days of receipt of preclearance. If the requestor becomes aware of material non-public information relating to the Company or PHINIA Securities before the transaction is executed, the preclearance will be void and the transaction must not be completed. If preclearance to engage in a transaction is denied, the requestor must refrain from initiating any transaction in PHINIA Securities and should not inform any other person of the denial.

4.0 Responsibility and Consequences

Persons subject to this Insider Trading Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage in transactions in PHINIA Securities while in possession of material non-public information. Persons subject to this Insider Trading Policy must not engage in illegal trading and must avoid even the appearance of improper trading. Each Covered Person is responsible for making sure that such Covered Person complies with this Insider Trading Policy, and that any Family Member or Controlled Entity whose transactions are subject to this Insider Trading Policy also comply with this Insider Trading Policy. In all cases, the responsibility for determining whether a Covered Person is in possession of material non-public information rests with that Covered Person, and any action on the part of the Company, the General Counsel's Office, or any other employee or director pursuant to this Insider Trading Policy (or otherwise) does not in any way constitute legal advice or insulate a person from liability under applicable securities laws. Any actions in violation of this policy will result in severe consequences, up to and including termination of employment for cause, or substantially the equivalent under local regimes, and civil and criminal penalties. Violations of this policy by Family Members or Controlled Entities will be deemed violations by the related Covered Person for purposes of assessing penalties.

5.0 Additional Restrictions and Reporting Requirements for Directors and Section 16 Officers of the Company

- 5.1 Any advice regarding this Insider Trading Policy will relate solely to the restraints imposed by law and will not constitute advice regarding the investment or tax aspects of any transaction.
- 5.2 Section 16 of the Securities Exchange Act of 1934 ("Exchange Act") imposes certain reporting obligations on the Company's directors and Section 16 Officers and provides for strict liability to the Company for all profits resulting from any non-exempt purchase and

sale, or non-exempt sale and purchase, of PHINIA Securities within a six-month period by such persons. For Section 16(b) purposes, profit is determined by matching the lowest purchase price and the highest selling price within six months.

- 5.3 Section 16 of the Exchange Act requires directors and Section 16 Officers to file certain reports regarding their ownership of PHINIA Securities, including ownership of PHINIA Securities by their Family Members and Controlled Entities, with the SEC, the New York Stock Exchange, and the Company. These reports include: (i) within 10 days of election or appointment, a director or Section 16 Officer must file a Form 3 stating such person's beneficial ownership of PHINIA Securities; (ii)

within 2 business days after there has been a change in ownership, including bona fide gifts, a director or Section 16 Officer must file a Form 4 unless the transaction qualifies for deferred reporting by Form 5; and (iii) within 45 days after the close of the Company's fiscal year, a director or Section 16 Officer must file a Form 5 to cover any transactions in PHINIA Securities that were eligible for deferred reporting (and not earlier reported on Form 4) and transactions that should have been reported but were not reported on Form 4. The Company must report late and missed filings in its annual proxy statement.

5.4 The General Counsel's Office will file the proper report on behalf of directors and Section 16 Officers who obtain preclearance of transactions in PHINIA Securities and who subsequently notify the General Counsel's Office of the completion of the transaction. Section 16 reports will also be posted on the Company's website.

6.0 Confidentiality and Providing Information

6.1 Covered Persons shall take appropriate measures to restrict access to, and the disclosure of, material non-public information. In the event a Covered Person becomes aware of possible insider trading violations by Family Members or Controlled Entities, the Covered Person shall contact the General Counsel's Office immediately.

6.2 Consistent with the foregoing, Covered Persons must not discuss internal matters or developments with anyone outside of the Company (including Family Members), except as required in the performance of their regular duties. This prohibition applies specifically (but not exclusively) to inquiries about the Company that may be made by the financial press, investment analysts or others in the financial community. Unless an individual is expressly authorized to respond to inquiries of this nature pursuant to the Company's Disclosure Policy, such inquiries should be referred to the Company's General Counsel or the Company's Vice President, Investor Relations or Director, Global Brand and Communications. This prohibition applies whether or not the Covered Person receives a benefit from the use of that information by the other person or entity outside the Company.

6.3 Upon request, a Covered Person must report to the Company's General Counsel's Office all of their transactions in PHINIA Securities and certify that all such transactions have been conducted in compliance with the provisions of this policy.

7.0 Pre-Approved Trading Plans

7.1 Notwithstanding anything contained in this Insider Trading Policy to the contrary, the Company and Covered Persons may engage in transactions involving PHINIA Securities under a pre-arranged written trading plan that meets the requirements of Rule 10b5-1(c) of the Exchange Act ("10b5-1 Trading Plan") and the requirements of this section.

7.2 Prior to establishing, modifying or terminating a 10b5-1 Trading Plan, the Company and all directors, Section 16 Officers, and other preclearance individuals must submit a copy of such plan to the General Counsel's Office for advance review and approval. Regardless of whether the Company or the individual is subject to preclearance, neither the Company nor any Covered Person may enter into, modify, or terminate a 10b5-1 Trading Plan during a Blackout Period or Event-Specific Blackout Period except as approved by the General Counsel's Office, or while the Company or any such Covered Person is aware of material non-public information.

7.3 Under Rule 10b5-1(c), a cooling-off period for directors and Section 16 Officers of the later of (a) 90 days after plan adoption or modification and (b) two business days following disclosure of the Company's financial results in a Quarterly Report on Form 10-Q or Annual Report on Form 10-K, as applicable, for the fiscal quarter in which the plan was adopted or modified (but not to exceed 120 days after plan adoption or modification) must be observed before any trading can commence under a 10b5-1 Trading Plan.

7.4 Under Rule 10b5-1(c), a cooling-off period for Covered Persons (other than directors or Section 16 Officers, or the Company) of 30 days following adoption or modification of a 10b5-1 Trading Plan must be observed before any trading can commence under the plan.

7.5 Directors and Section 16 Officers must include a representation in the 10b5-1 Trading Plan certifying that, on the date of adoption or modification of the plan (i) the person is not aware of material non-public information about the Company or PHINIA Securities and (ii) the person is adopting the 10b5-1 Trading Plan in good faith and not as part of plan or scheme to evade the prohibitions of Section 10(b) and Rule 10b-5 under the Exchange Act. Covered Persons must act in good faith when entering into and throughout the duration of the 10b5-1 Trading Plan. A 10b5-1 Trading Plan cannot be entered into as part of a plan or scheme to evade the prohibition of Rule 10b-5.

7.6 Subject to certain limited exceptions specified in Rule 10b5-1 and approved by the General Counsel's Office, Covered Persons may not enter into more than one 10b5-1 Trading Plan at the same time.

7.7 Subject to certain limited exceptions specified in Rule 10b5-1 and approved by the General Counsel's Office, a Covered Person entering into (or modifying) a "single-trade plan" must not have entered into (or modified) another single-trade plan in the prior 12-month period that also qualified for the affirmative defense under Rule 10b5-1. For these purposes, a "single-trade plan" means a 10b5-1 Trading Plan that is designed to effect an open market purchase or sale of the total amount of securities subject to the plan in one single transaction.

7.8 Although modifications to or termination of an existing 10b5-1 Trading Plan are not prohibited, a 10b5-1 Trading Plan should be adopted with the intention that it will not be amended or terminated prior to its expiration.

8.0 Interpretation

Any questions regarding the interpretation, scope and application of the policy set forth herein shall be reviewed with the General Counsel's Office.

9.0 Post-Termination Transactions

This Insider Trading Policy continues to apply to transactions in PHINIA Securities even after termination of service to the Company or any of its subsidiaries. If an individual is in possession of material non-public

information when his or her service terminates, that individual may not engage in transactions in PHINIA Securities until that information has become public or is no longer material. In addition, after termination of service to the Company or any of its subsidiaries, directors and Section 16 Officers remain subject to Section 16 "short swing" profit-disgorgement rules for up to six months after termination and are required to file Forms 4 to report any non-exempt transactions in PHINIA Securities (i.e., purchases and sales) occurring within six months after an "opposite-way" non-exempt transaction that occurred while they were still serving at the Company or any of its subsidiaries.

10.0 Miscellaneous

10.1 The General Counsel's Office will conduct a periodic review as necessary to confirm that the Insider Trading Policy is amended as necessary to remain up-to-date with insider trading laws and regulations.

10.2 The General Counsel's Office shall maintain a record of all complaints relating to the Insider Trading Policy, including but not limited to: (i) substance of complaint; (ii) date of receipt of the complaint; (iii) actions taken to investigate the complaint and the dates on which such actions were taken; (iv) recommendations made in response to the complaint and the date such recommendations were made; and (v) outcome of the investigation into the complaint and the date such determination was made (collectively, the "Compliance Log"). Copies of complaints and the Compliance Log will be maintained for seven (7) years from the date made.

10.3 The Company will not take any inappropriate retaliatory action against any employee or other party with respect to good faith reporting of complaints relating to or arising out of the Insider Trading Policy.

10.4 The Insider Trading Policy, when required, will be filed as an exhibit to the Company's Annual Report on Form 10-K.

Exhibit 21.1

PHINIA INC.

Subsidiaries

Name of Subsidiary	Jurisdiction of Organization
PHINIA Australia Pty Ltd	Australia
PHINIA Delphi Brasil Ltda.	Brazil
PHINIA Do Brasil Produtos Automotivos Ltda.	Brazil
BorgWarner Toronto PHINIA Canada Inc.	Canada
PHINIA Automotive Systems (China) Investment (Shanghai) Co., Ltd.	China
PHINIA Automotive Trading (Shanghai) Co. Ltd.	China
PHINIA Delphi Automotive Systems (Shanghai) Co. Ltd.	China
PHINIA Delphi Automotive Systems (Yantai) Co. Ltd.	China
PHINIA Delphi Gasoline Systems (Yantai) Co. Ltd.	China
Yantai Research and Development Center of PHINIA Delphi Automotive Systems	China
PHINIA Delphi France SAS	France
PHINIA Delphi Deutschland GmbH	Germany
Delphi Powertrain Systems	Hungary
Borg Warner PHINIA Delphi India Private Limited	India
PHINIA Delphi Italia S.R.L.	Italy
PHINIA Delphi Japan Ltd Co	Japan
PHINIA Holdings Jersey Limited	Jersey
BorgWarner PHINIA Korea LLC	Korea
PHINIA Holdfi Holdings Luxembourg SARL	Luxembourg
BorgWarner PHINIA European Holdings Luxembourg SARL	Luxembourg
BorgWarner PHINIA Investments Luxembourg Investments SARL	Luxembourg
PHINIA Delphi Luxembourg SARL	Luxembourg
PHINIA Holdings Luxembourg SARL	Luxembourg
PHINIA Technologies Luxembourg SARL	Luxembourg
PHINIA Delphi Netherlands SARL	Luxembourg
PHINIA Holdings Mexico SARL	Luxembourg
Delphi Technologies Holdings Malta Ltd.	Malta
BorgWarner PDS PHINIA Holdings Mexico Holdings, S. de R.L. de C.V.	Mexico
PHINIA Comercializadora Mexico S de R.L. de C.V.	Mexico
PHINIA Componentes Mexico S de R.L. de C.V.	Mexico
PHINIA Technologies Holdings Mexico S. de R.L de C.V.	Mexico
PHINIA Delphi Netherlands BV	Netherlands
PHINIA Holdings Mexico BV B.V.	Netherlands
PHINIA Delphi Poland Sp. Z.o.o.	Poland
D2 Industrial Development and Production S.R.L.	Romania
PHINIA Delphi Romania S.R.L.	Romania
PHINIA Services Romania S.R.L.	Romania
Joint Stock Company Delphi Samara	Russia
PHINIA Delphi Holdings Singapore Pte Ltd.	Singapore
PHINIA Holdings Singapore Pte Ltd.	Singapore
PHINIA Delphi Spain SLU	Spain
PHINIA Delphi Otomotiv Sistemleri Sanayi ve Ticaret Anonim Şirketi	Turkey
BorgWarner UK Holding and Financing Ltd. PHINIA Delphi Otomotiv Sistemleri Sanayi ve Ticaret A.Ş. Ege Serbest Bölge Şubesi	United Kingdom
BorgWarner UK Management Ltd.	United Kingdom Turkey

PHINIA Holding and Financing UK Limited	United Kingdom
PHINIA Management UK Limited	United Kingdom
Delphi Lockheed Automotive Ltd.	United Kingdom
PHINIA Delphi Technologies Pension Trustees Ltd.	United Kingdom
BorgWarner APAC Financial Services Ltd.	United Kingdom
BorgWarner UK Financial Operations Ltd.	United Kingdom
BorgWarner UK Financial Services Ltd.	United Kingdom
Hartridge Ltd.	United Kingdom
PHINIA Delphi UK Ltd.	United Kingdom
PHINIA Holdings UK Ltd.	United Kingdom
BorgWarner PHINIA Kingway Financing LLC	United States - Delaware
PHINIA Delphi USA LLC	United States - Delaware
PHINIA International Holdings LLC	United States - Delaware
PHINIA International Services LLC	United States - Delaware
PHINIA Jersey Holdings LLC	United States - Delaware
PHINIA Services USA LLC	United States - Delaware
PHINIA Technologies Inc.	United States - Delaware
PHINIA USA LLC	United States - Delaware
PHINIA Holdings USA LLC	United States - Delaware
<i>Delphi TVS - Technologies Ltd.*</i>	<i>India</i>

* Unconsolidated joint venture in which the registrant exercises significant influence but has a less than a 100% ownership interest.

2

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-273094) of PHINIA Inc. of our report dated February 28, 2024 February 13, 2025 relating to the financial statements, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Detroit, Michigan
February 28, 2024 13, 2025

Exhibit 24.1

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each of the undersigned officers and directors of PHINIA Inc., a Delaware corporation (the "Company"), hereby constitutes and appoints each of Brady D. Ericson, Chris P. Gropp, Robert Boyle, and Samantha M. Pombier, and each of them, as the true and lawful attorney-in-fact or attorneys-in-fact, with full power of substitution and resubstitution, for each of the undersigned and in the name, place, and stead of each of the undersigned, to execute and file with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 December 31, 2024, with any and all amendments, supplements, and exhibits thereto, and any and all other documents in connection therewith, with full power and authority to do and perform any and all acts and things whatsoever required, necessary, appropriate, or

desirable to be done in the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and approving all that said attorneys-in-fact or any of them or their substitute or substitutes therefor may lawfully do or cause to be done by virtue thereof.

This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original with respect to the person executing it.

Executed this 28th 13th day of February, 2024. 2025.

Signature

/s/ Chris P. Groppe
Chris P. Groppe

/s/ Samantha M. Pombier
Samantha M. Pombier

/s/ Rohan S. Weerasinghe

/s/ Samuel R. Chapin

/s/ Robin Kendrick

Robin Kendrick

/s/ Latondra Newton

Latondra Newton

/s/ D'aun Norman
D'aun Norman

/s/ Meggan M. Walsh

/s/ Roger J. Wood

Title

Vice President and Chief Financial Officer (Principal Financial Officer)

Vice President and Controller
(Principal Accounting Officer)

Non-Executive Chair and Director

Director

Director

Director

Director

Director

Director

Exhibit 31.1

Certification

I, Brady D. Ericson, certify that:

1. I have reviewed this Annual Report on Form 10-K of PHINIA Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c.d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee Audit Committee of the registrant's board Board of directors Directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024 February 13, 2025

By: /s/ Brady D. Ericson
Brady D. Ericson
President and Chief Executive Officer

Exhibit 31.2

Certification

I, Chris P. Gropp, certify that:

1. I have reviewed this Annual Report on Form 10-K of PHINIA Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- c.d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee Audit Committee of the registrant's board registrant's Board of directors Directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024 February 13, 2025

By: /s/ Chris P. Groppe
 Chris P. Groppe
 Vice President and Chief Financial Officer

Exhibit 32.132

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Brady D. Ericson, in connection with the Annual Report of PHINIA Inc. (the "Company") on Form 10-K for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, PHINIA Inc.'s Annual the best of such officer's knowledge:

1. The Report on Form 10-K for the fiscal year ended December 31, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and that
2. The information contained in such Annual the Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of PHINIA Inc. the Company.

Date: February 28, 2024 February 13, 2025

By: /s/ Brady D. Ericson
 Brady D. Ericson
 President and Chief Executive Officer

This certification accompanies the Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that PHINIA Inc. specifically incorporates it by reference.

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Chris P. Gropp, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, PHINIA Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of PHINIA Inc.

Date: February 28, 2024

By: /s/ Chris P. Gropp
 Chris P. Gropp
 Vice President and Chief Financial Officer

This certification accompanies the Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that such section. This certification shall not

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to, and will be deemed retained by, the Company and furnished to be incorporated by reference into any filing under the Securities Act and Exchange Commission or the Exchange Act, except to the extent that PHINIA Inc. specifically incorporates it by reference, its staff upon request.

PHINIA Inc.
Compensation Recovery Policy

1. **Purpose.** The purpose of this Compensation Recovery Policy (this "Policy") is to describe the circumstances under which PHINIA Inc. (the "Company") is required to recover certain compensation paid to certain employees. Any references in compensation plans, agreements, equity awards or other policies to the Company's "recoupment", "clawback" or similarly-named policy shall be deemed to refer to this Policy with respect to Incentive-Based Compensation Received on or after the Effective Date.
2. **Mandatory Recovery of Compensation.** In the event that the Company is required to prepare an Accounting Restatement, the Company shall recover reasonably promptly the amount of Erroneously Awarded Compensation.
3. **Definitions.** For purposes of this Policy, the following terms, when capitalized, shall have the meanings set forth below:
 - (a) "Accounting Restatement" shall mean any accounting restatement required due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
 - (b) "Covered Officer" shall mean the Company's president; principal financial officer; principal accounting officer (or if there is no such accounting officer, the controller); any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance); any other officer who performs a significant policy-making function; or any other person who performs similar significant policy-making functions for the Company.
 - (c) "Effective Date" shall mean July 3, 2023.

- (d) "*Erroneously Awarded Compensation*" shall mean the excess of (i) the amount of Incentive-Based Compensation Received by a person (A) after beginning service as a Covered Officer, (B) who served as a Covered Officer at any time during the performance period for that Incentive-Based Compensation, (C) while the Company has a class of securities listed on a national securities exchange or a national securities association and (D) during the Recovery Period; over (ii) the Recalculated Compensation. For the avoidance of doubt, a person who served as a Covered Officer during the periods set forth in clauses (A) and (B) of the preceding sentence shall continue to be subject to this Policy even after such person's service as a Covered Officer has ended.
- (e) "*Incentive-Based Compensation*" shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. A financial reporting measure is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, regardless of whether such measure is presented within the financial statements or included in a filing with the Securities Exchange Commission. Each of stock price and total shareholder return is a financial reporting measure. For the avoidance of doubt, incentive-based compensation subject to this Policy does not include stock options, restricted stock, restricted stock units or similar equity-based awards for which the grant is not contingent upon achieving any financial reporting measure performance goal and vesting is contingent solely upon completion of a specified employment period and/or attaining one or more non-financial reporting measures.
- (f) "*Recalculated Compensation*" shall mean the amount of Incentive-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts in the Accounting Restatement, computed without regard to any taxes paid. For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of the Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of the Recalculated Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return, as the case may be, on the compensation Received. The Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the national securities exchange or association on which its securities are listed.

1

- (g) Incentive-Based Compensation is deemed "*Received*" in the Company's fiscal period during which the financial reporting measure specified in the award of such Incentive-Based Compensation is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.
- (h) "*Recovery Period*" shall mean the three completed fiscal years of the Company immediately preceding the date the Company is required to prepare an Accounting Restatement; provided that the Recovery Period shall not begin before the Effective Date. For purposes of determining the Recovery Period, the Company is considered to be "required to prepare an Accounting Restatement" on the earlier to occur of: (i) the date the Company's Board of Directors, a committee thereof, or the Company's authorized officers conclude, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. If the Company changes its fiscal year, then the transition period within or immediately following such three completed fiscal years also shall be included in the Recovery Period, provided that if the transition period between the last day of the Company's prior fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, then such transition period shall instead be deemed one of the three completed fiscal years and shall not extend the length of the Recovery Period.

4. **Exceptions.** Notwithstanding anything to the contrary in this Policy, recovery of Erroneously Awarded Compensation will not be required to the extent the Company's committee of independent directors responsible for executive compensation decisions (or a majority of the independent directors on the Company's board of directors in the absence of such a committee) has made a determination that such recovery would be impracticable and one of the following conditions have been satisfied:

- (a) The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on the expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the national securities exchange or association on which its securities are listed.
- (b) Recovery would violate home country law where, with respect to Incentive-Based Compensation, that law was adopted prior to November 28, 2022; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the national securities exchange or association on which its securities are listed, that recovery would result in such a violation, and must provide such opinion to the exchange or association.
- (c) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5. **Manner of Recovery.** In addition to any other actions permitted by law or contract, the Company may take any or all of the following actions to recover any Erroneously Awarded Compensation: (a) require the Covered Officer to repay such amount; (b) offset such amount from any other compensation owed by the Company or any of its

affiliates to the Covered Officer, regardless of whether the contract or other documentation governing such other compensation specifically permits or specifically prohibits such offsets; and (c) subject to Section 4(c), to the extent the Erroneously Awarded Compensation was deferred into a plan of deferred compensation, whether or not qualified, forfeit such amount (as well as the earnings on such amounts) from the Covered Officer's balance in such plan, regardless of whether the plan specifically permits or specifically prohibits such forfeiture. If the Erroneously Awarded Compensation consists of shares of the Company's common stock, and the Covered Officer still owns such shares, then the Company may satisfy its recovery obligations by requiring the Covered Officer to transfer such shares back to the Company.

6. Other.

- (a) This Policy shall be administered and interpreted, and may be amended from time to time, by the Company's board of directors or any committee to which the board may delegate its authority in

2

its sole discretion in compliance with the applicable listing standards of the national securities exchange or association on which the Company's securities are listed, and the determinations of the board or such committee shall be binding on all Covered Officers.

- (b) The Company shall not indemnify any Covered Officer against the loss of Erroneously Awarded Compensation.
- (c) The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including disclosure required by the Securities Exchange Commission filings.
- (d) Any right to recovery under this Policy shall be in addition to, and not in lieu of, any other rights of recovery that may be available to the Company.

3

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