



General Terms and Conditions of Purchase of F.X. MEILLER Fahrzeug- und Maschinenfabrik GmbH & Co. KG and its affiliated companies (hereinafter "MEILLER" or "we" or "us") (version of: August 2021)

1. Scope of Application; Defence Sec.

- 1.1 These General Terms and Conditions of Purchase (hereinafter only the "Conditions") apply to all our purchase orders placed with our suppliers (hereinafter only "Supplier"). These Conditions shall apply in particular (but not limited to) to the purchase of tangible goods, irrespective of whether these goods are manufactured by the Supplier itself or are procured by the Supplier via subcontractors or sub-suppliers (hereinafter also referred to as "Goods"), as well as to the performance of services (hereinafter also referred to as "Services"). Goods and/or Services are hereinafter also jointly referred to as "Deliverables".
- 1.2 These Conditions shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Supplier are hereby rejected and shall not become part of the Contract unless we expressly agree to their validity.
- 1.3 These Conditions shall apply in their respective current version also as a framework agreement for future contracts with the Supplier without us having to (again) refer to these Conditions.

2. Purchase Orders; Order Confirmations; Changes

- 2.1 Goods and Services shall be supplied or performed, as the case may be, exclusively on the basis of individual or frame purchase orders (in the form of so-called "volume contracts" or "delivery schedules") (hereinafter collectively also referred to as "Orders"). Orders shall be placed in text form (e.g. EDI, e-mail, fax or via our Supplier Portal) to be effective.
- 2.2 The Supplier may accept our Orders without amendment in text form within the period as set out in our Order or otherwise within a maximum of 5 working days (Monday to Friday with the exception of public holiday at our registered office) following the order date as set out in the Order. The order confirmation needs to be received by us in due time during our normal business hours. With the order confirmation of the Supplier, Orders become binding and form a binding contract between the Supplier and us for the supply of the Goods and/or Services so ordered ("Contract").
- 2.3 The Supplier shall inform us of without delay if and insofar as the Supplier is unable to confirm our Order (in whole or in parts), giving a conclusive explanation of the reasons and stating the extent to which the Order can be performed by the Supplier. We shall then decide whether to maintain or cancel the Order.
- 2.4 If the Supplier confirms our Order with deviations, such deviations shall only become binding if they are expressly confirmed by us in text form.
- 2.5 Frame orders in the form of volume contracts and delivery schedules only serve as information for the Supplier and are only binding for us in the context of subsequent individual orders (in the case of volume contracts) or delivery schedule call-offs (in the case of delivery schedules). Individual orders or delivery schedule call-offs shall become binding unless they are objected to within two working days of their receipt.
- 2.6 The Supplier shall check and verify our Order and any associated documents, requirements, specifications, etc. in its own responsibility and shall notify us without delay of any inaccuracies, ambiguities, incompleteness, contradictions or deviations from the state of the art and any other concerns of the Supplier, if any. In particular, the Supplier shall check whether the drawings on which our Order is based, as well as any further documents, requirements and specifications mentioned therein, are available to the Supplier in the latest version (index).
- 2.7 We may request reasonable changes to the Deliverables even after conclusion of the Contract. The Supplier shall inform us immediately of any consequences to the Contract resulting from such changes, in particular with regard to any additional or reduced costs as well as a postponement of the delivery times.

3. Suspension and Cancellation of Orders

- 3.1 Until receipt of the Supplier's order confirmation we are entitled to change or cancel Orders.
- 3.2 We are entitled to suspend a Contract at any time. At our request, the Supplier shall immediately suspend the execution of a

Contract. Goods shall be stored at our request for a maximum period of 6 months at the Supplier's own expense and risk.

- 3.3 We are entitled to cancel a Contract in whole or in part for good cause. In particular, good cause shall be deemed to exist if our customers cancel their orders on which the Contract with the Supplier is based.

4. Prices; Terms of Payment

- 4.1 Unless otherwise agreed, the prices stated in our Order are fixed prices and in EUR plus statutory value added tax (if any). Unless otherwise agreed, payments shall be made in EUR only.
- 4.2 Unless otherwise agreed, the prices include all ancillary services (e.g. assembly/erection, installation, commissioning, set-up/adjustment) as well as all ancillary costs (e.g. packaging, transport, insurance of the Goods), taxes, customs duties and other charges. Travel and waiting times as well as travel costs and expenses shall not be remunerated separately.
- 4.3 Unless otherwise agreed, we will pay without deduction within 45 days or within 14 days with a 3% discount. The payment period commences upon receipt of a lawful and auditable invoice, but not before the supply of the Goods and/or performance of the Services in full, including all documents and acceptance (if acceptance is required). Our payment of the invoice is subject to our verification of the invoice.
- 4.4 In order to simplify the processing of business transactions, we are entitled to remunerate the supply of Goods and/or the performance of Services by way of a credit note procedure. Any objection by the Supplier to a credit note must be made in writing within one month of receipt of the credit note and give a conclusive explanation of the reasons. Any implied objection, e.g. by issuing an invoice, shall be deemed excluded.
- 4.5 An unconditional payment by us does not imply any acknowledgement of the Goods or Services as being in accordance with the Contract.
- 4.6 We do not owe any maturity interests. Unless a lower rate has been agreed, default interest shall be five (5) percent per annum. A default in payment shall be determined by the applicable statutory law, however, a reminder by the Supplier shall be necessary in any case, regardless of statutory law.
- 4.7 Unless otherwise agreed, preparation of offers, drafts, cost estimates as well as the production of samples and similar preparatory work by the Supplier shall be free of charge.

5. Supply of Goods; Performance of Services; Personnel

- 5.1 The Supplier agrees to process the Contract via our supplier portal upon our request.
- 5.2 Unless otherwise agreed, DDP (Incoterms 2010) shall apply to all deliveries of Goods. The place of performance for all deliveries of Goods is the destination (place of use) specified in our Order. If such a place is not expressly stated in our Order, the place of performance shall be our registered office. Unless otherwise agreed, deliveries of Goods and Services may only be made during business hours at the respective place of performance.
- 5.3 Supply of Goods shall be made in accordance with the FIFO principle. Goods shall be packed in accordance with the packaging instructions (document number AA 0702 0391 738 *) and adequately protected against transport damage. Costs incurred by us due to non-observance of the packaging instructions shall be borne by the Supplier. The Supplier shall take back packaging material at our request and at its own expense.
- 5.4 Premature and/or partial supply of Goods and/or performance of Services may be rejected by us. The return shipment shall be at the Supplier's expense and risk.
- 5.5 The Supplier shall perform Services under its own direction and responsibility. Only the Supplier is authorized to issue instructions to its employees. The Supplier shall ensure that the personnel employed by it will not be considered as being integrated into our company or our group companies' organization.
- 5.6 Insofar as the Services are performed on our premises, the Supplier shall comply with the safety regulations and information guidelines applicable at our premises, which we will make available to the Supplier upon request. When accessing our information and telecommunication technology, the Supplier must strictly observe any applicable information security guidelines.
- 5.7 The Supplier shall be obliged to pay to its employees and/or its contractors the minimum wage according to the statutory provisions and collective bargaining agreements (if applicable), , as



well as agreed or mandatory surcharges including taxes, social security contributions, employment promotion, social security expenses and other employment-related expenses to employees, marginal part-time employees and contractors (if applicable). In the event of any violations of these obligations, the Supplier shall indemnify us immediately upon first request.

- 5.8 We exclude any liability for accidents that occur to the personnel deployed by the Supplier on our premises, unless caused by us or our legal representatives or vicarious agents intentionally or by gross negligence.

6. Transfer of Risk

- 6.1 The risk of accidental loss and deterioration of the Goods shall not pass to us until the Goods are handed over to us at the place of performance.
- 6.2 This shall also apply if, in deviation of Sec. 6.1, a mail-order delivery to a place other than the place of performance has been agreed. If an acceptance has been agreed or is required, the risk shall only pass upon successful acceptance.

7. Delivery Notes; Invoices

- 7.1 Each delivery shall be accompanied by a delivery note in accordance with the applicable packaging regulation (document number AA 0702 0391 738 *).
- 7.2 Invoices shall be sent separately from the Goods in a single copy to the invoice address specified by us, stating the invoice number, the order data and any drawing or material numbers.
- 7.3 Invoices shall contain all details required for input tax deduction, such as tax number or VAT identification number, invoice number as well as all other legally required details; otherwise we are not obliged to pay the VAT stated in the invoice. If we are not granted an input tax deduction due to an incorrect invoice, the Supplier shall immediately refund the VAT paid by us. Invoices shall be issued electronically upon our request.
- 7.4 If missing or incorrect information on delivery notes or invoices lead to a delay in the processing of invoices, the payment terms pursuant to Sec. 4.3be extended by the period of the delay.

8. Time of Delivery/Performance; Delay; Penalty

- 8.1 Any delivery/performance times specified in the Order are binding for the Supplier. If no delivery/performance times are specified in the Order, the Goods shall be supplied, and the Services shall be performed without delay. In the event of a delay on the part of the Supplier, we may claim our statutory rights without restriction.
- 8.2 The Supplier shall immediately inform us of any likely delay of delivery/performance times and the reason thereof and the expected duration of the delay. The Supplier shall, at its own expense, make all reasonable efforts (e.g. accelerated transport, etc.) to eliminate or minimize the delay.
- 8.3 The Supplier may only claim the absence of necessary documents, information etc. to be provided by us as the cause for such delay if the Supplier has requested us in writing to provide such documents, information etc. in good time and has not received them from us within a reasonable period.
- 8.4 In the event of doubts regarding the Supplier's ability or willingness to supply the Goods or perform the Services or the Supplier's adherence to deliver dates, we may request the Supplier to confirm and submit sufficient evidence of the Supplier's ability or willingness to timely supply the Goods or perform the Services within a deadline to be set by us, combined with the warning to withdraw from the relevant Contract after unsuccessful expiry of the deadline.
- 8.5 If the Supplier is in default with the supply of the Goods of the performance of the Services, we are entitled to charge a penalty of 0.2% of the net value of the delayed Goods and/or Service for each commence working day, up to an aggregate of 5%. The penalty shall exist in addition to our claim for performance and shall serve as a minimum amount of compensation. The penalty may be claimed until the final payment is due. The forfeited penalty is deducted from a payment due in the future. We reserve the right to assert further rights and claims, in particular further damages. Any penalty paid shall be offset against any additional claim for damages based on the same cause of damage.
- 8.6 Unconditional acceptance of the supply of Goods or performance of Services by us shall not be deemed as an acknowledgement of the same as being in accordance with the Contract.

- 8.7 With regard to quantities, weights and dimensions, the values determined by us upon receipt of the Goods/performance of the Service shall be authoritative, unless otherwise evidenced to the contrary by the Supplier.

- 8.8 Upon prior notice, we are entitled to inspect the Goods at the Supplier's premises prior to their delivery to us (without any prejudice to our warranty rights).

9. Acceptance

- 9.1 Where an acceptance is required by mandatory law or has been agreed with the Supplier, the following shall apply: We will carry out the acceptance after receipt of the Supplier's notification of completion of the Services and handover of all documents pertaining to the Service. If the verification of the Services provided by the Supplier requires a commissioning or use of the Services for test purposes, acceptance shall only take place after successful completion of such tests.
- 9.2 The acceptance shall be followed by a formal acceptance protocol. Formal acceptance shall not occur until the Supplier has remedied any identified defects. The rectification of defects shall take place immediately, at the latest within the period set by us.
- 9.3 Any fiction of acceptance shall be excluded. In particular, acceptance shall not be deemed to have occurred by our use of the Services of the Supplier in whole or in part due to operational necessities or by payment of the remuneration.
- 9.4 Partial acceptance shall be excluded unless expressly agreed.

10. Quality Assurance; Documentation

- 10.1 The Supplier shall comply with any recognized rules of science and technology, the agreed technical specifications, and any safety regulations and statutory safety provisions applicable at the time of the delivery or performance of the Good or Service, as the case may be. This particularly includes the Supplier's compliance with the Product Safety Act and the regulations on CE conformity and labelling provisions.
- 10.2 The Supplier shall have and maintain during the term of the Contract a sufficient and documented quality and environmental management system corresponding to the latest state of the art which at least meets the requirements of DIN EN ISO 9001 (or, if required by us, IATF 16949) and DIN EN ISO 14001. Special requirements apply to components with special features (BM marking in the drawing) according to document WN 0000 0391 688 *). Insofar as the Goods and/or Services are intended for automotive applications, the VDA publication series "Quality Management in the Automotive Industry" as well as the VDA standard recommendation - Defective Part Analysis Field, in particular the requirements according to VDA 6.1, shall also apply in their current valid version.
- 10.3 Insofar as the Supplier uses materials or services provided by us or by third parties for the Goods/Services, such materials and services shall be included in the Supplier's quality management system in the same way as its own production material.
- 10.4 If the supply of the Goods require an official permit or approval, the Supplier must record in special records when, in what manner and by whom the Goods were tested with regard to the characteristics requiring a permit or approval as well as the results of the quality tests.
- 10.5 Quality requirement documents and quality records ("Verification Documents") shall be achieved in accordance with VDA Volume 1 (Verification Guideline for the documentation and archiving of quality requirements); otherwise the statutory retention period shall apply. The Supplier shall make the Verification Documents available on a suitable data carrier within 48 hours upon our request, in particular in cases of recalls, service actions or product liability cases. A right of the Supplier to refuse performance is excluded. The Verification Documents must be stored (and disposed of after expiry of the storage period) in such a way that they are not accessible to third parties. The storage obligations shall also apply in the event of premature termination of the Contract.
- 10.6 The Deliverables and, if applicable, its components may be required by us to be subject to a release procedure. Unless otherwise agreed, the number of initial samples to be tested shall be five (for multiple moulds per cavity or row). Initial samples shall be taken from a representative production run from series facilities in accordance with document WN 0000 0391 060 *). If more than two initial sampling runs are required for reasons for which



the Supplier is responsible, we shall be entitled to withdraw from the Contract.

- 10.7 Any changes to the Deliverables, in particular to its specifications or changes to its production process including changes to production materials, test equipment and methods, production facilities or production environment, relocation of the production process to another production site (also within the same premises), changes of or at sub-suppliers or subcontractors etc. shall require prior written approval by us and shall be notified by the Supplier without undue delay, at least twelve (12) months in advance, and shall be subjected to a renewed initial sampling run at our request. If the Supplier makes changes to the Deliverables without our written approval, we shall be entitled to terminate all affected Orders for cause without notice without prejudice to our further rights.
- 10.8 Our releases, of whatever kind, do not release the Supplier from the obligation to ensure the quality of the Goods/Services on its own responsibility.
- 10.9 The Supplier shall ensure the traceability of the Goods at all times in order to be able to trace batches in the event of damage. For this purpose, the Goods must be marked at least with a consecutive serial number and the date of manufacture. The Supplier shall ensure that the labelling of the packaged Goods is also visible during transport and storage.
- 10.10 We are entitled - if necessary together with our customers - to verify the Supplier's compliance with the principles and requirements of this Sec. 10 in particular the Supplier's quality and environmental management system, at the Supplier's premises at any time.
- 10.11 The Supplier is obliged to pass on the principles and requirements of this Sec. 10 to its sub-suppliers, subcontractors and other agents in tort and vicarious agents and to monitor their compliance on a regular basis. The Supplier shall be liable for non-compliance with this Sec. 10 by its sub-suppliers, subcontractors and other agents in tort and vicarious agents.

11. Production Resources; Provided Materials

- 11.1 Unless otherwise agreed, the Supplier shall be solely legally and economically responsible for procuring and maintaining the resources necessary and suitable for supply the Goods and/or performing the Services, such as e.g. personnel, tools, machines, molds, facilities, devices, measuring and testing equipment, software and all other necessary items and documents ("Production Resources").
- 11.2 If necessary, we may loan to the Supplier individual Production Resources ("Provided Materials"). Sec. 26.1 and 26.2 apply accordingly to such Provided Materials.
- 11.3 If such Provided Materials are to be manufactured for us by the Supplier (or on its behalf) at our expense, the Supplier shall develop and manufacture the Provided Materials (or have them manufactured) on its own responsibility within the agreed timeframe. The Supplier transfers title to such Provided Materials (including the tool documentation) in its respective state of manufacture - insofar as legally permissible - to us in advance and we accept such transfer of title. Where the transfer of possession of the Provided Materials is required by mandatory law to effect the transfer of title of such Provided Material to us, the transfer of possession shall be replaced by the Supplier possessing and keeping the Provided Materials for us for the purpose of manufacturing or performing the Deliverables for us.
- 11.4 The Supplier shall mark the Provided Materials as our property (in the case of tools additionally with a tool number) and store them with diligence and free of charge for us. The Supplier shall also insure the Provided Materials against damage and loss (fire, water and theft) at their current value and provide proof of such insurance at our request by presenting the insurance documents. Unless otherwise agreed, the Supplier shall carry out timely inspection, servicing, maintenance and repair work in relation to the Provided Materials at its own expense.
- 11.5 The Supplier shall use the Provided Materials exclusively for the fulfilment of our Orders; the Provided Materials shall not be passed on to third parties.
- 11.6 Upon termination or expiry of the Contract or otherwise upon our request, the Supplier shall return the Provided Materials to us or to a third party designated by us without undue delay and in perfect condition. The place of performance for the claim for return is the place of performance of the respective Contract. We may demand the Provided Materials to be sent to another location; in

this case, the Supplier shall be entitled to reimbursement of the associated necessary costs for transport, freight and packaging. Any right of retention of the Supplier (if any), irrespective of the legal grounds, is excluded unless the counterclaim of the Supplier is undisputed or has been finally confirmed by a competent court.

- 11.7 If the Provided Materials are processed or transformed by the Supplier, such processing is always carried out for us as manufacturer in our name and for our account, so that we directly acquire ownership. If the processing or transformation is carried out using materials from several owners, or if the value of the newly created object is higher than the value of the Provided Materials, we shall acquire co-ownership (fractional ownership) of the newly created object in the ratio of the value of the Provided Materials to the value of the other processed/transformed materials at the time of the processing/transformation. If the Provided Materials are connected, mixed or blended with other items not belonging to us, we shall acquire co-ownership in accordance with the statutory provisions or - if the Provided Materials is to be regarded as the main item - sole ownership of the newly created object.

12. Rights in case of Defects and other Breaches

- 12.1 With regards to our rights in the event of material defects and defects of title, the statutory provisions shall apply unless otherwise agreed in these Conditions.
- 12.2 The Supplier warrants that the Deliverables have the agreed quality, correspond to the state of the art, are fit for the contractual purpose intended by us or the customary purpose and - in the case of Goods - do not deviate from the initial samples released by us. The Supplier further warrants that the Deliverables comply with all statutory legal provisions and technical standards applicable at the place of performance. If the Deliverables are to be used at another location and if this is known by or communicated to the Supplier, the Deliverables shall also comply with the relevant legal provisions and technical standards at such location. Unless otherwise agreed in writing, the Supplier further warrants that Goods are new and, in particular, that new production material has been used.
- 12.3 Insofar as under statutory regulations there is an obligation for us to inspect the Deliverables supplied by the Supplier, such obligation to inspect is limited to defects which become apparent by a visual incoming goods inspection including the delivery documents (e.g. transport damage, delivery of the wrong items and delivery of less quantity than requested). Where an acceptance of the Deliverable is required by mandatory law or has been agreed with the Supplier, there shall be no obligation for us to inspect the Deliverable. Unless a longer period for giving notice of defects is provided for by law or in accordance with relevant case law (e.g. as per Art. 39 CISG), we shall notify the Supplier of any defects within eight (8) working days (Monday to Friday with the exception of public holidays at our registered office) from receipt of the Deliverable (in the case of obvious defects) or from discovery (in the case of latent defects).
- 12.4 If the Goods are defective, we may, at our discretion, demand subsequent performance either by way of remedying the defect (subsequent improvement) or by delivery of a defect-free product (replacement delivery). If the Supplier does not remedy the defect of the Goods within a reasonable deadline set by us, we may remedy the defect by ourselves (self-remedy) and request reimbursement of the necessary expenditures or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or cannot be reasonably expected by us (e.g. owing to particular urgency, danger to operational safety or impending disproportionate loss), it will not be necessary to set a (if applicable, new) deadline; we shall inform the Supplier of such circumstances without delay, if possible prior to self-remedying the defect. Subsequent performance of the Supplier shall be deemed to have failed after the first unsuccessful attempt.
- 12.5 The Supplier shall bear the costs of subsequent performance, also insofar as these have been incurred by us or our customers, in particular the costs for the examination and analysis of a defect, for installation and removal, for the deployment of own or external personnel, costs for parts, sorting actions, lawyers' fees, overnight accommodation costs, travel costs or transport costs. We can also demand compensation from the Supplier for the necessary expenses which we have to bear vis-à-vis our customers for the purpose of subsequent performance (in particular transport, travel, labour and material costs as well as dismantling and installation costs).



- 12.6 The costs incurred by the Supplier for the purpose of inspection and subsequent performance - including any dismantling and installation costs - shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, we shall only be liable if we have recognized (or have, in a gross negligent conduct, not recognized) that there was actually no defect.
- 12.7 If the material defect or defect of title is attributable to a deliverable (in particular a component) of a third party delivered to or used by the Supplier, we may demand the Supplier to assert its warranty claims against the third party for our account or assign such warranty rights to us. Any of our (warranty) rights against the Supplier shall remain unaffected. For the duration of the - also out-of-court - assertion of claims against the third party, the limitation of our warranty claims against the Supplier shall be suspended. In the event of an assignment of warranty claims against the third party, the Supplier shall support us to the extent necessary in each case and at its own expense.
- 12.8
- 12.9 We are entitled to claim damages incurred by our group companies against the Supplier as if they were our own damages.
- 12.10 We object to any provisions of the Supplier limiting its warranty or liability.

13. Infringement of Third Party Property Rights

- 13.1 Without prejudice to the Supplier's liability for defects of title in accordance with Sec. 12, the Supplier represents and warrants that the use of the Deliverables will not infringe the rights of third parties.
- 13.2 If a claim is made against us, our affiliated companies or our customers owing to an actual or alleged infringement of third party rights and if the claim is based on the supply of the Goods or performance of the Services by the Supplier, the Supplier is required to reimburse all expenses, costs and damages (including the costs of appropriate legal action or defence) incurred by us, our affiliated companies or our customers and to indemnify us, our affiliated companies and our customers from and against all third party claims arising therefrom.
- 13.3 Sec. 13.2 shall not apply insofar as the Supplier proves that it the Supplier neither responsible for the infringement nor was aware of the infringement despite having exercised due commercial care at the time of supply of the Goods or performance of the Service.

14. Limitation

- 14.1 Unless otherwise set out below, the statute of limitations shall be governed by the statutory provisions.
- 14.2 Unless a longer limitation period is set forth by virtue of law, the general limitation period for contractual claims owing to material defects and defects of title shall be three (3) years from the delivery or performance of the Deliverables to us at the place of performance. Insofar as an acceptance of the Deliverables is required by mandatory law or has been agreed with Supplier, the limitation period shall commence only upon acceptance of the Deliverable.
- 14.3 Upon receipt of our written notice of defect by the Supplier, the limitation period for claims based on defects shall be suspended until the Supplier finally rejects our claims or the continuation of negotiations thereon or finally declares the defect eliminated. Suspensions of the limitation period occurring by virtue of law shall remain unaffected.
- 14.4 With the elimination of a defect or subsequent delivery of a defect-free Deliverable, the limitation period shall recommence with respect to the repaired or previously defective replaced parts, unless the Supplier has expressly and correctly reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
- 14.5 Irrespective of Sec. 14.2, claims owing to defects of title shall not become time-barred for as long as the third party as the owner of the claim or right giving rise to the defect of title is able to assert the claim or right against us - in particular if the third-party claim is not statute-barred.

15. Termination of Services

- 15.1 With regards to Services, we may, unless otherwise agreed, terminate the Contract or separable parts thereof in writing with one month's notice to the end of the calendar quarter (or any shorter period set forth by the applicable law).
- 15.2 Any rights to the work results created up to the termination shall be transferred to us in accordance with Sec. 18
- 15.3 The right to terminate the Contract for good cause shall remain unaffected.

16. Retention of Title of the Supplier; Manufacturer's Clause

- 16.1 Title to the Goods shall pass to us in full, unconditionally and irrespective of payment of the purchase price, upon handover to us or to a third party designated by us (not: carrier).
- 16.2 If, contrary to Sec. 16.1, a retention of title by the Supplier exists in individual cases, being expressly agreed or due to a retention of title by the Supplier prevailing in accordance with mandatory law, the retention of title by the Supplier shall expire at the latest upon our payment of the purchase price for the relevant Goods.
- 16.3 In case of Sec. 16.2, in the ordinary course of business and before payment of the purchase price, we are entitled to:
- 16.3.1 resell the Goods by assigning our respective purchase price claim in advance to the Supplier;
- 16.3.2 process, redesign, combine, mix and blend the reserved Goods as manufacturers in our own name and for our own account. We thereby acquire ownership at the latest in accordance with the respective statutory provisions.

17. Supplier's Liability

- 17.1 In the event of a breach of the contractual or non-contractual obligations of the Supplier, the statutory provisions shall apply, unless otherwise agreed below.
- 17.2 If the Deliverables may result in danger to life and limb or other damage including financial losses, we are entitled – insofar as the Supplier by itself would be liable – to take all measures at the Supplier's expense to which we are obliged or which are otherwise objectively appropriate and necessary to avoid such risk, such as public warnings and recall actions.
- 17.3 We will inform the Supplier – if possible and deemed reasonable – as soon as practicable and give the Supplier an opportunity to state its case. The Supplier will cooperate with us in a relationship of trust to remedy the risks arising from its Deliverables as quickly and effectively as possible.
- 17.4 If the Supplier has indications that its Deliverables may lead to risks to life or limb or other damage, including financial loss, the Supplier shall immediately inform us thereof. The Supplier shall also inform us immediately if official measures are taken at or against the Supplier in connection with its Deliverables.
- 17.5 If a claim is made against us, our affiliated companies or our customers in connection with the Goods or Services by a third party owing to product/producer liability, Sec. 13.2 and 13.3 shall apply accordingly.

18. Rights in Work Results

- 18.1 Industrial property rights (in particular patents and registered designs, inventions and technical improvements) and copyrights as well as the know-how created by the Supplier alone or in part in connection with the performance of the Contract (together "New IPR") shall be exclusively owned by us. New IPR are hereby – to the extent permitted by law – transferred to us in advance by the Supplier in its current state without any limitation in time and territory; we hereby accept such transfer. Upon our request, the Supplier shall perform at its own expense any necessary act (including signing of any necessary documents) to give full effect of assignment of the New IPR to us. We shall have the exclusive and unlimited right to use and exploit the New IPR.
- 18.2 Insofar as the transfer of rights in accordance with Sec. 18.1 is not possible, the Supplier hereby grants to us the unrestricted, irrevocable, exclusive, worldwide, royalty-free, permanent, sublicenseable and transferable right to use the New IPR in all known and unknown types of use. We hereby accept such transfer.
- 18.3 The Supplier shall ensure by appropriate contractual agreements with its employees, subcontractors and other agents in tort and vicarious agents used by the Supplier for the performance of the



Contract that the rights as set out in this Sec. 18 can be granted to us for an unlimited period of time and without additional remuneration (including a possible inventor's compensation) or other restrictions.

18.4 Insofar as the use of the New IPR by us requires a right of use to the rights of the Supplier which have not been transferred in accordance with Sec. 18.1 or to which a right of use has been granted in accordance with Sec. 18.2, the Supplier hereby grants to us a non-exclusive, unlimited, worldwide, unrestricted, and royalty-free right to use these rights. This right of use is transferable and sublicensable for us and includes the right to use the rights in all known types of use.

18.5 Unless otherwise agreed, any remuneration relating to the assignment of New IPR or any grant of any licenses referred to in this Sec. 18 to us is included in the prices stated in our Order.

19. Spare Parts

19.1 The Supplier warrants that, for a period of at least ten (10) years after the last delivery of the Deliverables to us, the Deliverables and individual components of the Deliverables are produced as replacement products/spare parts and can be delivered to us by the Supplier.

19.2 The price last agreed for the Deliverables or its individual components as replacement products/spare parts shall continue to apply for a period of three (3) years after the last delivery. For the period thereafter, the price for the Deliverables as replacement products/spare parts shall be agreed separately. If the parties cannot reach an agreement or if no price has been agreed for an individual component, we are entitled to determine the price at our reasonable discretion based on the market standard.

20. Subcontracting

20.1 Without our prior consent, the Supplier is not permitted to have the Deliverables provided or performed in whole or in part by third parties (e.g. subcontractors, suppliers).

20.2 The involvement of third parties shall not relieve the Supplier of its responsibility towards us. The Supplier shall be liable for any fault on the part of its employees, subcontractors and other agents in tort and vicarious agents as well as for the manufacturers and sub-suppliers of the Deliverables or production materials, parts and components used by the Supplier for the manufacture of the Deliverables and other services of third parties as for its own fault. In particular, the Supplier may not exculpate itself merely by providing evidence of the proper selection and supervision of the third party.

21. No Assignment

21.1 The Supplier is not entitled to assign or pledge any rights or claims arising from the Contract or to have them collected by third parties without our prior written consent. This shall not apply insofar as monetary claims are concerned.

21.2 We are entitled to assign rights or obligations under the Contract to affiliated group companies without the prior consent of the Supplier.

22. Set-Off and Retention

22.1 With regards to our rights to offset and to withhold claims, the statutory provisions shall apply.

22.2 We are also entitled to offset claims of the Supplier against claims of our affiliated companies.

22.3 The Supplier is entitled to offset and to assert a right of retention only insofar as its counterclaim is either undisputed or finally determined by a competent court.

23. Special Right of Withdrawal in case of Suspension of Payments

We are entitled to withdraw from the Contract in particular (not limited to) in the following events: (a) the Supplier ceases payments to its creditors; (b) the Supplier applies for the opening of insolvency proceedings; (c) insolvency proceedings against the Supplier's assets are, in a permitted way, applied for by us or another creditor; (d) such insolvency proceedings are – also on a provisional basis – opened; or (e) the application is rejected for lack of assets.

24. Insurance

24.1 The Supplier is obliged to maintain a business and product liability insurance with a coverage of at least EUR 5,000,000 per insured event (EUR 10,000,000 per insurance year). The product liability insurance shall have worldwide validity and include costs incurred by us due to further processing or installation of a delivered defective product (extended product liability). The insurance cover shall also include the delivery of parts which are obviously intended for the Supplier to be installed in commercial vehicles. The Supplier is obliged to provide evidence of the required insurance cover annually by means of providing the current insurance confirmation.

24.2 The provision of insurance cover shall not affect the responsibility and liability of the Supplier towards us.

25. Compliance; Auditing

25.1 The Supplier assures to comply with all laws and regulations which relate to it and the business relationship with us, that it will not commit any acts and will refrain from acts if such could lead to a criminal act owing to fraud or a breach of trust, an insolvency criminal act, a criminal act against competition, granting benefit or passive bribery by individuals employed by us or other third parties.

25.2 The Supplier assures compliance with our Supplier Code of Conduct (document VD 0702 0391 423 *). Upon our request, the Supplier will immediately provide written information on its compliance with our Code of Conduct. Compliance with our Code of Conduct constitutes an essential contractual obligation of the Supplier.

25.3 The Supplier is required to contractually pass on the principles and requirements of our Code of Conduct to its sub-suppliers, subcontractors and other agents in tort and vicarious agents. The Supplier is liable for non-compliance with the principles and requirements of our Code of Conduct by its sub-suppliers, subcontractors and other agents in tort and vicarious agents.

25.4 We are entitled to verify compliance with the principles and requirements of our Code of Conduct by the Supplier, its sub-suppliers, subcontractors and other agents in tort or vicarious agents at their business premises during usual business hours.

26. Reservation of Rights; Confidentiality

26.1 We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items) provided by us to the Supplier.

26.2 The Supplier may not make such items accessible or disclose them as such or their contents to third parties, exploit them, reproduce them or change them without our prior written consent. The Supplier shall use such items exclusively for the purpose of the Contract and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by the Supplier in the ordinary course of business and in accordance with statutory storage obligations. At our request, the Supplier shall confirm the completeness of the return and destruction/deletion or state which of the above-mentioned documents, materials and items the Supplier still believes to need for the aforementioned reasons.

26.3 The Supplier is obliged to treat all commercial or technical details, which are not public knowledge and which become known to the Supplier through the business relationship, as confidential ("Confidential Information"), to protect such Confidential Information from access by third parties and not to use such Confidential Information for any purpose other than the performance of the Contract. In particular, the Supplier shall not use such Confidential Information for the registration of industrial property rights, irrespective of whether these details are marked as confidential or not. The Confidential Information may not be reconstructed, dismantled, decompiled, disassembled, reverse-engineered or deconstructed, emulated or observed or examined outside the contractual purpose. The Supplier shall ensure that its employees, sub-suppliers, subcontractors and other agents in tort or vicarious agents are accordingly required to maintain confidentiality.

26.4 Any more extensive confidentiality obligations of the Supplier arising from a confidentiality agreement concluded separately with us shall remain unaffected.



26.5 Any disclosure of the business relationship with us by the Supplier requires our prior approval.

27. Export Control; Customs; Proof of Origin

27.1 The Supplier shall comply with all requirements of national and international export, customs and foreign trade law (hereinafter "Foreign Trade Law") relating to its Goods and Services. The Supplier shall obtain any necessary transfer or export licenses, unless the applicable Foreign Trade Law requires us or a third party to apply for such licenses instead of the Supplier. If we are required to obtain such a license, the effectiveness of our Order is subject to the grant of this license.

27.2 The Supplier shall inform us in writing without delay if its Goods or Services are subject to export licensing. If the Supplier fails, on a fault-based basis, to provide this information, the Supplier shall be obliged to compensate any damages resulting therefrom.

27.3 The Supplier shall notify us in writing as early as possible, but no later than 2 weeks before the delivery/performance date, of all information and data which we require to comply with the applicable Foreign Trade Law in the case of export, transfer and import and, in the case of resale, in the case of re-export of the Goods and Services, in particular for each Good and each Service:

27.3.1 the Export Classification Number (ECCN) according to the U.S. Commerce Control List (CCL), if the Goods are subject to the U.S. Export Administration Regulations;

27.3.2 all applicable dual-use/export list items (if the Good is not subject to an export list item, indicate with "AL: N");

27.3.3 the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonised System) code;

27.3.4 the country of origin (non-preferential origin); and

27.3.5 Supplier declarations on preferential origin (for European suppliers) or certificates on preferences (for non-European countries);

(hereinafter "Export Control and Foreign Trade Data").

27.4 In the event of changes to the origin, the characteristics of the Goods or Services or the applicable Foreign Trade Law, the Supplier shall update the Export Control and Foreign Trade Data as soon as possible, but no later than 2 weeks before the delivery/performance date, and notify us in writing. The Supplier shall compensate any damages resulting from missing or incorrect Export Control and Foreign Trade Data, unless the Supplier provides evidence that the Supplier did not act negligently.

27.5 The Supplier undertakes to allow customs authorities to check proofs of origin and Supplier declarations at any time and to provide any official confirmations that may be required. If the declared origin is not recognized, the Supplier shall compensate any damages resulting therefrom, unless the Supplier provides evidence that the Supplier did not act negligently.

27.6 All documents and declarations to be made available to us by the Supplier for the purpose of fulfilling its obligations under this Sec. 27 shall be handed over to us immediately and in the original.

27.7 The Supplier undertakes to maintain an appropriate conflict minerals reporting system based on Regulation (EU) 2017/821 as well as Sec. 1502 of the Dodd-Frank Act of the US Securities and Exchange Commission (SEC), insofar as the (conflict) minerals and/or metals described in the aforementioned regulations are used in the manufacturing or processing of its suppliers to us.

28. Data Protection

28.1 The Supplier shall during its performance of the Contract comply with all applicable statutory and official requirements for the protection of personal data. In particular, the Supplier shall collect, process and/or use the personal data made available to the Supplier exclusively for the purpose of performing the Contract (purpose limitation), oblige all persons employed by it for the performance of the Contract to maintain data secrecy and instruct them about the data protection regulations to be complied with.

28.2 If the Supplier's activities require us to conclude additional agreements on data protection (e.g. an agreement on commissioned data processing), the Supplier shall conclude such an agreement with us on the basis of a template agreement provided by us and shall comply with the obligations set out therein and implement the technical and organizational measures.

29. Force Majeure

29.1 In the event of unforeseeable events which cannot be averted by reasonable means, such as industrial disputes, breakdowns, riots, official measures and natural disasters, we are entitled - without prejudice to our other rights - to withdraw from the Contract in whole or in part, insofar as they result in a significant reduction in our requirements and are not of only insignificant duration.

29.2 This applies in particular to circumstances that are directly or indirectly attributable to a pandemic. Such circumstances may include, for example, border closures, shortages of materials, shortages of personnel, export restrictions, travel restrictions, plant closures, plant restrictions or plant interruptions.

30. Choice of Law and Place of Jurisdiction

30.1 These Conditions and the contractual relations between us and the Supplier shall be governed by the law in force at our registered office.

30.2 The court having jurisdiction for our registered office shall have exclusive jurisdiction for all disputes arising from or in connection with these Conditions or the business relationship between us and the Supplier. We are also entitled to commence legal action at the Supplier's registered office. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, shall remain unaffected.

31. Miscellaneous

31.1 Legally relevant declarations and notifications made by the Supplier after conclusion of the Contract (e.g. setting of deadlines, reminders, declarations of withdrawal) must be in writing to be effective.

31.2 Any oral agreements made or promises given by us prior to the conclusion of the written Contract shall not be legally binding and shall be fully replaced by the written Contract.

31.3 Should any provisions of these Conditions be or become void or ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. Insofar as provisions have not become part of the Contract or are invalid, the content of the Contract shall primarily be governed by the statutory provisions. Only in other respects and insofar as no supplementary interpretation of the Contract takes precedence or is possible, the parties shall replace the void or ineffective provision with an effective provision that comes as close as possible to it in economic terms.

*) all documents and forms also available for download at www.meiller.com/en/suppliers/