

CONDITIONS OF PURCHASE

1. General, scope of application

- 1.1. Our conditions of purchase shall only apply to our orders and contracts unless otherwise agreed.
- 1.2. Deviating terms of sale of the supplier or other agreements in connection with an order or conclusion are only binding for us if they are confirmed by us in writing as an addition to our conditions of purchase.
- 1.3. In particular, other terms and conditions shall not apply even if they have not been expressly contradicted in individual cases. The acceptance of deliveries or services or their payment in the knowledge that the supplier's terms and conditions conflict with or deviate from our conditions of purchase shall not constitute acceptance of the supplier's terms and conditions of sale. Our conditions of purchase shall also apply to all future transactions with the supplier.
- 1.4. Our conditions of purchase are exclusively applicable in business relations of Desay SV Automotive Europe GmbH and its affiliated companies within the meaning of §§ 15 ff. of the German Stock Corporations Act (AktG) (hereinafter referred to as "we" or "Desay SV") with entrepreneurs, legal entities under public law and special funds under public law pursuant to Section 310 (1) BGB.

2. Order, conclusion of contract

- 2.1. Orders, contracts, purchase agreements for delivery call-offs and other agreements as well as amendments and supplements thereto must be made in writing. Verbal orders and agreements are only binding for us if they are confirmed in writing.
- 2.2. We expect a written order confirmation with a binding delivery date within 5 working days. If the supplier does not accept the order within two weeks of receipt, we shall be entitled to revoke the order. Delivery call-offs shall become binding at the latest if the supplier does not object within 5 working days of receipt.
- 2.3. If a framework purchase agreement is concluded, the goods may be delivered in instalments in accordance with our delivery schedule call-offs. The delivery quantities and times specified in the scheduling agreement releases are binding. The supplier shall be provided with previews (forecasts) of the delivery quantities, the determination of the material procurement and at the Supplier's as well as the periods prior to the delivery call-off and shall be binding. The production and material release is a rolling release. This is automatically updated according to the forecast until we notify you of a change.

- 2.4. Should our customers increase or reduce the purchase quantities of the end products sold by us in which the supplier's preliminary products are incorporated, we shall be entitled to amend the delivery call-offs in relation to the supplier accordingly and to determine a corresponding amendment to the framework purchase agreement, including a corresponding reduction in the purchased quantity. Our right to reduce the purchase quantity shall not affect our obligation to accept those goods in respect of which we have declared to the supplier that we are in a position to procure materials and/or produce.
- 2.5. We may, to the extent reasonable for the supplier, demand changes to the design and execution of the delivery item. The effects, in particular with regard to additional and reduced costs as well as delivery dates, are to be regulated appropriately by mutual agreement.

3. Commissioning of third parties, relocation, delivery guarantee

- 3.1. The supplier may only place subcontracts for the complete or essential scope of production with our prior written consent. Even if consent is given, the supplier shall remain fully responsible for the performance of the contract.
- 3.2. Without our prior express written consent, the supplier may not relocate or change the supply chain, production site(s) or manufacturing process for the manufacture of goods or parts thereof.
- 3.3. The supplier is obliged to retain sufficient stock levels of parts and components to be incorporated into our products for a period of 15 years after discontinuation of the series.

4. Pricing

- 4.1. If no special agreement has been made, the prices shall be understood as fixed net prices, including all ancillary services and packaging, delivered at the named place and with duty paid (DDP INCOTERMS 2010). Value added tax is not included.

5. Invoices, terms of payment, assignment

- 5.1. The invoices shall be submitted separately from the deliveries, quoting the order number, order date and our material number (if indicated) specified in our order. The supplier is responsible for all consequences resulting from non-compliance with this obligation, unless they can prove that they are not responsible for them.
- 5.2. If not agreed separately, we make payments within 30 days with a 2% discount, within 60 days without deduction after receipt of the invoice. If premature deliveries are accepted, the payment period stated in sentence 1 shall not commence until the agreed delivery date.
- 5.3. Our payments do not include recognition of the contractual nature of the delivery or service or the correctness of the calculation.
- 5.4. In the event of defective or incomplete delivery or service, we shall be entitled, without prejudice to our other rights, to withhold payment pro rata until proper performance has been affected.

5.5. Without our prior written consent - which may not be unreasonably withheld - the supplier shall not be entitled to assign claims against us or have them collected by a third party. If the supplier assigns a claim to a third party without our consent, the assignment shall nevertheless be effective. We can then, at our option, either make payment to the supplier or, with discharging effect, also make payment to the third party.

6. Delivery, delay in delivery

6.1. If the supplier foresees difficulties in production or the supply of primary materials or if circumstances occur which they cannot influence and which will probably prevent them from delivering the agreed quality on time, the supplier must inform our ordering department immediately, stating the reasons and the expected duration of the delay.

6.2. In the event of a delay in delivery, we shall be entitled to demand lump-sum damages for the delay amounting to 1% of the order value of the delivery per commenced calendar week, but not more than a total of 10% of the order value. However, we shall also be entitled to assert the concrete damage which may exceed the lump sum damage amount; we reserve the right to assert further legal claims (in particular withdrawal and damages instead of performance). The supplier shall have the right to prove to us that no damage or substantially less damage has been incurred.

6.3. The unconditional acceptance of a delayed delivery shall not constitute a waiver of further rights and claims.

7. Force majeure

7.1. Force majeure, such as operational disturbances through no fault of their own, unrest, official measures or other unforeseeable, unavoidable and serious events shall release both contracting parties from their performance obligations for the duration of the disturbance and to the extent of its effect. We shall be entitled to buy in elsewhere for the duration of the delay.

7.2. Insofar as the disturbance is not of insignificant duration and results in a considerable reduction of demand, we shall be entitled - irrespective of the other rights - to withdraw from the unfulfilled part of the contract.

7.3. The supplier must inform us immediately of any imminent delays within the meaning of clause 7.1.

7.4. The supplier undertakes to submit a suitable emergency contingency to us without delay.

8. Quality and documentation

8.1. The supplier shall be obliged to comply with the technical regulations required for their deliveries, the applicable laws, the recognised rules of technology, the safety regulations, any standards, the agreed technical data and specifications and any quality agreement concluded with us.

8.2. The supplier undertakes to comply with all legal and safety-related requirements in the country of manufacture and customer country as well as with the prevailing conditions with regard to the environment, electricity and electromagnetic fields. The currently

- valid "REACH" and "ROHS" regulations must be complied with. At our request, the supplier undertakes to activate the IMDS data at the latest with the first delivery.
- 8.3. The supplier shall also be responsible for ensuring that the delivery item complies with the statutory and official regulations, in particular the relevant industrial safety, accident prevention and product safety regulations of all countries in which the delivery item is used as intended.
 - 8.4. Delivery must always be made in accordance with the current status of the documents (drawings, data sheets, etc.) provided by us. Any changes to the delivery item as well as changes to materials, tools or processes in production require our prior consent. The supplier must check the specifications and notify any necessary changes without delay.
 - 8.5. Series deliveries (including product modifications) can only be started once we have expressly accepted and released the samples to be presented to us with the initial sample test report. Irrespective of this, the supplier must constantly check the quality of the delivery items. The contracting parties shall inform each other about the possibility of quality improvement.
 - 8.6. The supplier grants us and our customers the right, after prior consultation, to check compliance with the requirements according to clauses 8.1 and 8.2 at the supplier's premises. The supplier hereby consents to quality audits to assess the effectiveness of their quality assurance system by us or our customers.
 - 8.7. In addition, the supplier must record in their quality records for all products when, in what way and by whom the faultless manufacture of the deliveries was ensured. These documents must be kept for 15 years and presented to us if required.
 - 8.8. The supplier shall oblige sub-suppliers to the same standards, to the extent permitted by law.

9. Acceptance and notification of defects

- 9.1. Acceptance requires an express declaration by us.
- 9.2. An incoming goods inspection shall only be carried out by us with regard to externally recognisable damage within the framework of random inspections and externally recognisable deviations in identity and quantity. We shall give notice of such defects without delay. In addition, we shall notify defects as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects.

10. Liability for defects

- 10.1. If defects in goods occur in a delivery, we shall charge the supplier a lump sum of EUR 150.00 per defective delivery for our processing costs, irrespective of the warranty for defects. The assertion of further claims for damages and other rights remains unaffected.
- 10.2. If a receiving inspection exceeding the usual scope becomes necessary as a result of defective delivery, the supplier shall bear the costs for this. In the event of repeated delivery of defective delivery parts, we shall be entitled to carry out audits at the supplier's expense in accordance with our quality assurance agreement.

- 10.3. In the case of the delivery of parts whose defectiveness becomes apparent before manufacture (processing or installation by us), we shall first give the supplier the opportunity to sort them out and to remedy the defect or make a subsequent (replacement) delivery, provided this is not unreasonable for us. If the supplier is unable to do this or does not comply with this immediately, we may withdraw from the contract without setting a further deadline and return the goods at the supplier's risk. In urgent cases we may, in consultation with the supplier, remedy the defect ourselves or have it remedied by third parties. Any costs incurred as a result shall be borne by the supplier. If the same goods are repeatedly delivered with defects, we shall be entitled to rescind the contract even for the unfulfilled scope of delivery following a written warning in the event of another defective delivery.
- 10.4. If a defect is only discovered after production has commenced, we shall be entitled to the statutory warranty rights, in particular, at our discretion, the immediate subsequent delivery of faultless goods or a reduction in the purchase price. By way of compensation, the supplier shall reimburse us for those costs which our customers (e.g. automobile manufacturers) legitimately demand from us as a result of the defect, such as in particular transport / travel / labour and material costs. We shall be at liberty to assert further claims for damages.
- 10.5. We shall make the replaced parts available to the supplier upon request and at their expense. At our request he shall be obliged to collect the goods immediately.
- 10.6. The limitation period for the assertion of claims based on defects shall end 36 months after the passing of risk. This shall not apply insofar as the mandatory provisions of §§ 478, 479 BGB (German Civil Code) apply.
- 10.7. In the event of defective deliveries, claims arising from product liability law, tort and management without an order shall remain unaffected by this Section 10.

11. Product liability, indemnity, liability insurance cover

- 11.1. Insofar as the supplier is responsible for product damage, they shall be obliged to indemnify us against claims for damages by third parties at our first request to the extent that the cause lies within their sphere of control and organisation and they themselves are liable externally.
- 11.2. Within the scope of their own liability for damages within the meaning of para. 11.1, the supplier is also obliged to reimburse us for any expenses in accordance with §§683, 670 BGB or §§ 830, 840 426 BGB arising from or in connection with a recall action lawfully carried out by us. As far as possible and reasonable, we shall inform the supplier of the content and scope of such a recall measure in good time in advance and give them the opportunity to comment.
- 11.3. The necessary information of the respective competent authority according to the regulations of the Product Safety Act is provided by us in coordination with the supplier.
- 11.4. The supplier undertakes to maintain product liability insurance, which also covers the costs of a recall, with a sum insured of EURO 10 million per personal injury/property damage - lump sum - until the respective expiry of the limitation period for defects. This shall not affect the right of both parties to agree on a different coverage amount

appropriate for the insurance of the concrete damage risk. If we are entitled to further claims for damages, these shall remain unaffected.

12. Industrial property rights

- 12.1. The supplier warrants that no third-party rights, including industrial property rights and copyrights, are infringed in connection with their delivery.
- 12.2. In the event of infringement of the rights of third parties, they shall indemnify us upon first written request against all claims asserted against us by third parties on the basis of statutory provisions. This shall only apply to claims based on foreign statutory provisions if the supplier is aware that, and in which country, we resell goods supplied by the supplier or in which country we use services provided by the supplier.
- 12.3. The supplier's obligation to indemnify refers to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party.
- 12.4. The limitation period for the above claims for indemnification is 36 months, calculated from the transfer of risk.

13. Provision of materials - retention of title

- 13.1. We only accept the supplier's simple retention of title.
- 13.2. Materials, parts, containers and special packaging provided by us shall remain our property and may only be used in accordance with our provisions. The processing and assembly of parts was carried out for us. It is agreed that we shall be co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the entire product, and that the supplier shall keep these materials and parts in safe custody for us. In the event of a reduction in value or loss of the materials provided, the contractor shall pay damages.
- 13.3. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer co-ownership to us pro rata; the supplier shall retain the sole ownership or co-ownership in safe custody for us.
- 13.4. Insofar as the security rights to which we are entitled pursuant to clause 13.2 and/or 13.3 exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged, at the supplier's request, to release corresponding security rights at our discretion.

14. Tools

- 14.1. Tools or implements for the production of the delivery item which are made available to the supplier on a loan basis by us for the execution of an order or tools which were manufactured according to our specifications by the supplier for our account shall remain our property.
- 14.2. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The tools shall be permanently marked by the supplier in such a way that

they can be recognised as our property at any time. They may not be sold, pledged or passed on in any other way to third parties or used in any way for third parties without our consent.

- 14.3. The same applies to articles manufactured with the aid of these means of production. They may only be delivered to us if we have not agreed in writing to any other use.
- 14.4. The payment of the tools takes place only after their acceptance, which requires the release of the sample parts manufactured with your help.
- 14.5. The supplier is obliged to insure the tools provided by us at replacement value against fire, water and theft at their own expense. They are obliged to carry out any necessary maintenance and inspection work at their own expense and in due time. At the same time, the supplier hereby assigns to us all claims for compensation under this insurance; we hereby accept the assignment. They shall notify us immediately of any malfunctions; if they culpably fail to do so, claims for damages shall remain unaffected.
- 14.6. Upon completion of our orders and upon request, the tools and other manufacturing equipment provided by us or manufactured for our account shall be returned free of charge and without delay.

15. Long-term supplier declarations

- 15.1. Separate long-term supplier declarations in accordance with Regulation (EU) 2015/2447 (Durchführungsverordnung (EU) 2015/2447 - IA) or indication of country of origin are required for all delivered goods. Revocations of the origin details confirmed in the long-term supplier declaration must be reported to our customs department in a separate letter. The supplier undertakes to inform us of existing export licence obligations for all materials supplied. This information is sent directly to our ordering department via our long-term supplier declaration. The supplier shall bear all adverse consequences of an incomplete or non-existent notification. Specification on other business documents is not permitted.
- 15.2. The supplier shall inform our ordering department immediately if a delivery is subject to export restrictions in whole or in part under German or other law.

16. Environmental protection and social responsibility

- 16.1. The supplier undertakes to comply with the respective statutory regulations on dealing with employees, environmental protection and occupational safety and to work to prevent adverse effects on people and the environment in their activities. To this end, the supplier shall set up and further develop a management system in accordance with ISO 14001 or a comparable one within the scope of its possibilities. The supplier shall also comply with the principles of the UN Global Compact Initiative (<http://www.unglobalcompact.org>) and the International Labour Standards of the ILO (<http://www.ilo.org>). These mainly concern the protection of international human rights, the right to collective bargaining, the abolition of child and forced labour, the elimination of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption.
- 16.2. In particular, the supplier warrants to their company that the products to be delivered will be manufactured or processed without exploitative child labour within the meaning

of ILO Convention No. 182 and without any breach of obligations arising from the implementation of this Convention or other applicable national or international regulations to combat exploitative child labour. Furthermore, the supplier warrants that their company, suppliers and their subcontractors have taken active and target-oriented measures to exclude exploitative child labour within the meaning of ILO Convention No. 182 in the manufacture or processing of the products to be supplied. The supplier shall obligate their subcontractors and their subsuppliers accordingly and carry out control measures in this respect. We are entitled to check the content of this assurance. At our request, the supplier shall provide evidence of their measures.

- 16.3. In the event that a supplier repeatedly and/or in spite of a corresponding notice behaves illegally and does not prove that the violation has been resolved as far as possible and reasonable precautions have been taken to avoid future violations of the law, we reserve the right to withdraw from existing contracts or to terminate them without notice.
- 16.4. The supplier shall not use conflict raw materials in its products. Conflict raw materials include columbite-tantalite (coltan), cassiterite (tinstone), gold, tungsten and their derivatives from the Democratic Republic of Congo and its neighbouring countries, as defined in Article 1502(e)(1) and (4) of the Dodd-Frank Act (USA). The supplier shall take and implement appropriate measures to prohibit the purchase and use of conflict raw materials. Should the supplier use columbite-tantalite (coltan), cassiterite (tin calcite), gold, tungsten and their derivatives in its products, they must prove to us annually that they do not violate the ban on the use of conflict raw materials.

17. General provisions

- 17.1. Offsetting against counterclaims or the exercise of a right of retention is only permissible if the counterclaim is undisputed or has been legally established.

18. Place of performance and jurisdiction

- 18.1. Unless otherwise stated in the order confirmation, our place of business or the place of use requested by us shall be the place of performance.
- 18.2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Desay SV Automotive Europe GmbH. We are also entitled to sue the supplier at their general place of jurisdiction.
- 18.3. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the supplier and us; the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions of private international law shall not apply. The INCOTERMS 2010 shall apply to the interpretation of delivery clauses.