

§ 1 Scope

- (1) These General Purchasing Conditions (hereinafter referred to as GPC) apply for all orders (goods deliveries and services) issued by Mayser GmbH & Co. KG, unless otherwise agreed.
- (2) Our GPC apply exclusively; we do not recognize any conditions of the supplier that conflict with or deviate from our GPC unless we have explicitly agreed to their validity in writing. Our GPC also apply if we accept the goods or service from the supplier without reservation in the knowledge that the supplier's conditions conflict with or deviate from our GPC.
- (3) Any legally relevant declarations and notifications from the supplier relating to the contract (e.g. deadline setting, defect notification, withdrawal, reduction in price) require the written form. Written form in the sense of these GPC includes written and text form (e.g. letter, e-mail, fax). This does not affect statutory form requirements and other documentary evidence, especially in the case of doubt about the legitimacy of the declaring/notifying party.
- (4) The following GPC only apply to entrepreneurs within the meaning of Section 14 of the BGB (German Civil Code), legal entities under public law, or special funds under public law.
- (5) The following GPC apply in the case of regular business relations between our company and the supplier in the version valid at the time of the order and/or the version last provided in text form to the supplier as a framework agreement which is also applicable for similar future contracts, without the need for us to refer to them again in every individual case.
- (6) Any notes on the applicability of statutory regulations only have a clarifying function. Therefore, even without such a clarification, the statutory regulations apply unless they are directly altered or expressly excluded in these GPC.
- (7) Individual agreements and notifications in our order take precedence over the GPC. A written contract and/or our confirmation in writing are decisive for the contents of such agreements, unless evidence to the contrary is presented.

§ 2 Contract conclusion – offer documents

- (1) The issuing of offers and cost estimates by the supplier shall be cost-free and non-binding for us.
- (2) Offers to us must contain all relevant information necessary for a technical and cost evaluation.
- (3) Our order shall be binding at the earliest on submission in writing, or on confirmation. Should the supplier fail to confirm in writing the order or call-off within 5 working days after receipt, we shall be entitled to revoke the order.
- (4) To a reasonable extent, we can require from the supplier modifications to the design and type of the contractual objects. In such cases, consequences especially regarding higher or lower costs and delivery periods shall be appropriately agreed upon jointly.

§ 3 Prices and terms of payment

- (1) The price stated in the order shall be binding. It shall include all services and auxiliary services necessary for the complete provision of the service to be provided, unless these are separately paid for. Unless otherwise agreed in writing, the price shall include free-house delivery and packaging. Any return of the packaging shall require a separate agreement.
- (2) Unless otherwise agreed, the statutory value added tax shall be included in the price.

- (3) We can only process invoices which quote the order number stated in our order.
- (4) The agreed price shall be due for payment within 30 calendar days of complete delivery and/or service provision (including any acceptance process that has been agreed) as well as after receipt of a correct invoice. Should we pay within 14 calendar days, the supplier shall grant us a 3% discount on the net invoice amount.
- (5) The invoices must be sent digitally to invoices@mayser.com.
- (6) We shall be entitled to rights of set-off and retention as well as to the plea of non-performance to the extent provided by law. We can in particular retain due payments as long as we are entitled to claims against the supplier/provider due to incomplete or defective delivery/services.
- (7) The supplier shall only have a right of set-off or retention in the case of legally determined or undisputed counterclaims.
- (8) We reserve the right to determine the type of payment. In the case of payment by check or bank transfer, the requirement for lawful payment is that the check or transfer order is received by the recipient or the bank within the payment period.
- (9) Any invoices from the supplier which deviate from the goods or service provided shall only be considered received by us from the time of their amendment into a correct invoice.
- (10) Payments made by us shall not constitute a recognition that the goods or services have been provided in conformance with the contract.
- (11) We shall not be liable for any default interest. The statutory regulations on default of payment apply.

§ 4 Service, delivery

- (1) Agreed delivery dates shall be binding. Decisive for compliance with the delivery date is receipt of the goods at our factory.
- (2) The supplier must immediately notify us in writing if circumstances occur or can be anticipated by the supplier that indicate the probable impossibility of compliance with the agreed delivery period.
- (3) The supplier shall only be entitled to make excess, short, or part-deliveries after this has been agreed in advance. If part-deliveries are made which have been agreed separately, the residual quantity still to be delivered must be stated.
- (4) If the supplier is in default, we shall charge a contractual penalty to the amount of 0.3% of the net price per completed working day, however a total of no more than 5% of the net purchase price of the goods delivered late. We shall demand the contractual penalty in addition to performance and as a minimum amount of a compensation payment owed to us based on statutory regulations; this shall not affect the enforcement of a further claim. Should we accept the late performance, the contractual penalty can be enforced at the latest up to final payment. The supplier shall not be obliged to pay a contractual penalty if the supplier is not at fault.
- (5) In the case of delivery earlier than agreed, we shall be entitled to reject performance of the service or to return the goods to the supplier at the supplier's cost and risk. If we do not return the goods, we shall store them at our premises at the cost and risk of the supplier. The agreed delivery date is decisive for the date on which the payment is due.
- (6) Without our prior written consent, the supplier shall not have third parties (e.g. subcontractors) provide the service on its behalf. The supplier shall bear the procurement risk

for its services, unless otherwise agreed in an individual case.

§ 5 Packaging, transport, transfer of risk, documentation

- (1) The goods shall be transported at the cost and risk of the supplier, free-house to the location specified in the order. If, as an exception, unfree delivery has been agreed, we shall only cover the lowest freight costs, unless we have specified a particular type of shipping.
- (2) Should the goods delivered contain hazardous substances, the supplier shall observe all applicable standards, laws, and legal requirements, especially the applicable regulations regarding environmental protection, hazardous substances, hazardous goods, and accident prevention.
- (3) Irrespective of who bears the costs, the risk shall only be transferred to us after delivery and acceptance of the goods or service at the agreed delivery location. If an acceptance process has been agreed, this acceptance shall be decisive for the transfer of risk. Also in the case of an acceptance process, the statutory regulations of contractual law shall apply correspondingly. Default of acceptance shall be deemed equivalent to handover and/or acceptance.
 - (4) The supplier must state our precise order number, Mayser article number, batch number, item number, order date, and forwarding route on all forwarding documents, order confirmations, invoices, etc. Furthermore, the supplier must enclose with every shipment a sealed envelope containing the delivery certificate in duplicate with these details.
- (5) For every delivery to us destined for end customers in the automotive industry, the supplier must enclose a VDA label according to VDA 4902 (current status). Should the goods be packed in a carton, VDA labels must be attached on the front and side of the carton and a further copy must be placed inside the carton. In the case of all differently packed articles, the VDA label must be clearly visible on the packing units, also when they are stacked.

§ 6 Warranty, incoming goods check, and claim of defect

- (1) The statutory regulations on material and legal defects (including incorrect and short delivery, incorrect assembly/installation, and defective instructions) shall apply, along with the following additions and clarifications, exclusively to our benefit.
- (2) According to the statutory regulations, the supplier is liable in particular for ensuring that the goods are in the agreed quality and condition upon transfer of the risk to us. The product descriptions – in particular the designations or references in our order – which are the subject of the respective contract or are included in the contract in the same way as these GPC are deemed to be agreements on the quality and condition. It is irrelevant whether the product description was issued by us, by the supplier, or by the manufacturer.
- (3) We are not obliged when concluding the contract to make special inquiries about possible defects. Partly in deviation from Section 442, Subs. 1, p. 2 BGB, we are therefore entitled to unlimited claims for defects even if we failed to discover the defect during contract conclusion due to gross negligence.
- (4) We shall immediately check all delivered goods for visible damage, identity, and quantity (obvious defects). We shall claim for obvious defects immediately, normally within 2 weeks of receiving the goods. We shall claim for concealed

defects immediately, normally within 2 weeks of their discovery. The supplier must collect goods claimed for within two (2) weeks of the complaint at its own cost. Should the goods not be collected within two (2) weeks, we shall be entitled to send the goods back to the supplier or take them into storage at the supplier's cost and risk. This shall not affect other or further contractual or statutory rights.

- (5) The supplier must operate a quality management system (QMS). If necessary, we shall agree separately on any special requirements for the QMS (e.g. ISO 9001 or TS 16949 certification). The supplier shall grant us right of access to the production locations after prior appointment so that we can assess the operation of the QMS and the reliability of the product creation.
- (6) The supplier shall bear all costs and expenses for rectification of defects, replacement delivery, and transport of defective goods. Subsequent performance shall also include the disassembly and re-installation of the defective goods in the event that they have been installed in or attached to a different object appropriately according to their type and purpose before the defect was discovered. Our statutory right to the refunding of corresponding expenses (disassembly and installation costs) shall remain unaffected by this. The supplier shall bear the costs necessary for inspection and subsequent performance, especially transport, travel, labour, and material costs, as well as any disassembly and installation costs, even if it should transpire that there was in fact no defect. This shall not affect our liability for unjustified demands for defect rectification, however we shall only be liable if we have recognized or due to gross negligence failed to recognize that no defect is present.
- (7) Irrespective of our statutory rights and the provisions in Subsection 4, the following shall apply: Should the supplier fail to meet its obligation for subsequent performance – at our discretion in the form of rectification of the defect (subsequent repair) or by delivery of a defect-free object (replacement delivery) – within a reasonable period set by us, we shall be entitled to rectify the defect ourselves and demand from the supplier reimbursement of the expenses necessary for this and/or a corresponding advance payment. Should subsequent performance by the supplier fail or be unacceptable for us (e.g. due to particular urgency, endangerment of operational safety, or threat of unreasonable damage), it shall not be necessary to set a deadline. We shall inform the supplier of such circumstances immediately, if possible in advance.
- (8) Otherwise, according to statutory regulations we shall be entitled in the case of material or legal defects to reduce the purchase price or withdraw from the contract. Furthermore, according to statutory regulations we shall be entitled to compensation for damage and expenses.

§ 7 Product liability, indemnification, obligation to provide liability insurance

- (1) Should the supplier be responsible for damage not connected with the goods supplied and legally valid product liability claims are made against us, the supplier shall on first demand indemnify us against third-party compensation claims to the extent that the cause of the damage lies within the responsibility of the supplier and the supplier is itself liable in the external relationship.
- (2) Within the scope of the supplier's liability for damage in the sense of No. 1, the supplier shall also refund any expenses according to Sections 683, 670 BGB and Sections 830, 840, 426 BGB which result from or in connection with any recall action conducted by us and/or third parties, in particular by our customers. In particular, the supplier shall indemnify us against all claims of our customers which are made in connection with preventive customer actions (including recalls). We shall inform the supplier – in as far as possible and

reasonable – about the contents and scope of the recall actions to be taken and give the supplier the opportunity to comment. All other statutory claims remain unaffected.

- (3) In order to secure its obligations from the supplier relationship with us, the supplier shall take out business liability insurance and product liability insurance, also covering the risk of recalls, with sufficient insurance cover of at least € 5 million per case of personal injury/material damage. The supplier shall maintain this insurance at its own cost continuously and for a period of at least 10 years after the delivery. On demand, the supplier shall provide evidence of the conclusion and existence of such an insurance policy.
- (4) We and the supplier shall mutually inform and support each other in matters of legal defence.

§ 8 Protective rights, liability for legal defects

- (1) The supplier shall guarantee that the goods it supplies do not infringe domestic or foreign commercial protective rights and are free from any other third-party rights.
- (2) Should such third-party rights be infringed, we shall be entitled to all statutory claims against the supplier for material and legal defects, also in the case of parts obtained by the supplier from third parties.
- (3) The supplier shall indemnify us and our customers from all claims due to the infringement of such protective rights and, in the case of such an infringement of protective rights, the supplier shall reimburse us for all costs and damages in this connection. This shall not apply if the supplier has manufactured the supplied objects according to drawings, models, or equivalent descriptions or instructions provided by us and does not know or cannot be expected to know in connection with the products it develops that this results in the infringement of protective rights.
- (4) The contracting parties shall immediately notify each other of risks of infringements and claimed cases of infringements which become known to them and give each other the opportunity to counter such claims by mutual agreement.
- (5) On demand, the supplier shall inform us of the use for the supplied object of published and non-published protective rights of its own and licensed protective rights and applications for protective rights of third parties.

§ 9 Material and means of production provided, retention of title

- (1) Technical and commercial documents/objects of any kind, including prototypes, models, samples, and drawings which we provide to the supplier shall remain our property. As soon as they are no longer needed for the performance of the order, the supplier shall return them to us cost-free without demand, or on demand at any time. We shall also retain copyrights. The supplier shall treat the aforementioned documents and objects confidentially and use them exclusively to provide the goods and services ordered.
- (2) The above provision applies accordingly for objects and materials (e.g. software, finished and semi-finished products) as well as for tools, templates, samples, and other objects we provide to the supplier for the purposes of production. The same applies to documents or means of production which the supplier has produced or developed according to our specifications and/or with our participation.
- (3) The supplier shall impose a similar obligation on any subcontractors and immediately, without demand,

present us with evidence of this in the form of suitable documentation.

- (4) Any processing or reworking by the supplier of material provided by us shall be on our behalf. Should goods subject to our retention of title be processed together with other objects which do not belong to us, we shall obtain co-ownership of the new product in the ratio of the value of our goods (purchase price plus VAT) to the other processed objects at the time of processing.
- (5) Should the object provided by us be inseparably mixed with objects which do not belong to us, we shall obtain co-ownership of the new object in the ratio of the value of the object subject to our retention of title (purchase price plus VAT) to the other mixed objects at the time of mixing. Should the goods be mixed in such a manner that the supplier's object is regarded as the main object, the parties hereby agree that the supplier shall transfer proportionate co-ownership to us; the supplier shall hold the sole ownership or co-ownership on our behalf.
- (6) The transfer of the goods to us shall be unconditional and without taking into account payment of the price. However, if in an individual case we should accept an offer by the supplier for transfer of ownership on payment of the purchase price, the supplier's retention of title shall expire at the latest on payment of the purchase price for the goods supplied. Also before payment of the purchase price, we shall remain entitled to resell the goods in the course of normal business after previous assignment of the claims arising from the sale (alternatively, the simple retention of title extended to resale applies). This shall exclude all other forms of retention of title, especially extended and assigned retention of title, and retention of title extended to further processing.

§ 10 Tools, fixtures

- (1) If we have agreed to bear the costs for tools, these tools shall be fully transferred to our ownership and our exclusive power of control after payment of the full or – if agreed – partial costs. The tools shall remain on loan to the supplier until the order has been completed, unless otherwise agreed.
- (2) This shall apply correspondingly also for tools whose costs have been absorbed fully or partly in the price of the article ordered, according to agreement. The supplier shall maintain such tools in working order free of charge and shall release them on demand after completion of the order.
- (3) We shall also retain the title to tools we provide to the supplier for the production of parts. The supplier shall store tools subject to our ownership in a place which is protected from theft, fire, water, and other environmental influences and risks.
- (4) The supplier shall use the tools subject to our ownership exclusively for the manufacture of goods ordered by us. On our express, written demand, the supplier shall insure the tools subject to our ownership at their value as new against damage due to fire, water, and theft. We shall pay an appropriate share of the costs for this. The supplier shall perform any necessary maintenance, repair, and inspection work on our tools at its own cost and in good time; we shall pay an appropriate share of these costs. The supplier shall inform us immediately of any malfunctions.
- (5) The supplier shall not copy the tools, reconstruct them, or make them accessible in any form to third parties without our prior written consent.
- (6) Tools in the context of this regulation are tools in a general sense, including especially moulds and all types of fixtures.

§ 11 Confidentiality, data privacy

- (1) The supplier shall keep confidential all information supplied by us in the course of an order, including product and process drawings, product specifications, and all documents produced by the supplier for us in connection with an order (confidential information). The supplier shall exclusively use this information for the purposes of processing the order. Without our prior written consent, confidential information must not be copied, used commercially, or made accessible to third parties. This confidentiality obligation refers to the contents of all contracts with Mayser, especially in connection with the new and further development of products.
- (2) The supplier shall only provide confidential information, also within its own company, to persons who necessarily require it for performance of the order and who have also been obliged to observe confidentiality by the supplier. The supplier shall impose corresponding obligations of secrecy on this group of people, unless this has already been done. Furthermore, the supplier shall take all appropriate measures to prevent access by third parties to the work results or the confidential information received from us. The supplier shall be liable for any violation of the confidentiality obligations by a third party which it has allowed to access the confidential information.
- (3) The obligations in Subsections (1) and (2) shall not apply if confidential information is verifiably generally known, becomes generally known through no fault of the supplier, is obtained legally by a third party, or was already known previously to the supplier.
- (4) Advertising with the business relationship with us and any other statements to the public or to authorities regarding this business relationship shall only be permitted after prior written consent, unless these statements are necessary due to mandatory legal regulations.
- (5) This confidentiality obligation shall continue to apply even after the end of the supply or business relationship, subject to the following sentence 2, for a period of 5 years. It shall also apply for documents as named under Subs. (1) which have been received within the framework of pre-contractual negotiations if no contract is concluded.
- (6) All documents and objects must be returned to us after the end of the supply and business relationship without demand and in proper condition.
- (7) The supplier shall ensure that all persons who are involved in the performance of the contract during the supply and business relationship observe the statutory data privacy regulations.
- (8) This shall not affect the statutory regulations, in particular from business confidentiality law.

§ 12 Transfer of rights

The contract concluded with us shall not be transferred, either in full or in part, to third parties without our written consent. Claims against us can only be transferred with our written consent.

§ 13 Statute of limitations

Our mutual rights shall expire according to the statutory regulations, unless otherwise determined below. In deviation from Section 438, Subs. 1, No. 3 BGB, the general limitation period for defect claims is 36 months, calculated from the transfer of risk. This limitation period shall also apply accordingly for claims due to legal defects, whereby the statutory limitation period for third-party claims for return of property (Section 438, Subs. 1, No. 1 BGB) remains unaffected. Any claim due to legal defects shall not expire as long as the third party is still able to press the claim against us – in particular because the period of limitation still applies. These limitation periods of the purchasing

law, including the aforementioned extension, shall apply – to the statutory extent – for all contractual claims for defect. If, due to a defect, we are also entitled to non-contractual claims, the regular statute of limitation shall apply (Sections 195, 199 BGB), unless the application of the limitation period of the purchasing law leads to a longer limitation period in the individual case. In the case of replacement deliveries, the liability period for material defects shall start again from the beginning for the replaced part.

§ 14 Place of performance, place of jurisdiction, applicable law

- (1) The place of performance for all products and services is the business domicile of the Mayser company to which the goods/service is to be provided.
- (2) If the supplier is a businessperson in the sense of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes resulting from the contractual relationship is the business domicile of the Mayser company (Germany) which concludes the contract. The same applies if the supplier is a businessperson in the sense of Section 14 BGB. However, in all cases we are entitled to bring actions at the place of performance of the supply obligation according to these GPC and/or an overriding separate agreement, or at the general place of jurisdiction of the supplier. This does not affect overriding statutory regulations, especially regarding exclusive responsibilities.
- (3) For all legal relationships between the parties, German law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law.

Valid as from: July 2022