

## **1. Scope; general; consumers**

These Terms and Conditions of Purchase shall apply to all domestic and foreign companies affiliated with MöllerGroup GmbH. Explicitly included are in particular MöllerTech GmbH, MöllerTech Engineering GmbH, MöllerTech International GmbH, MöllerTech Thüringen GmbH, MöllerTech Süd GmbH, MöllerWerke GmbH, MöllerFlex GmbH, MöllerMiner GmbH, MöllerTech USA, LLC, MöllerTech South LLC, MöllerTech Limited. Legal relations between the supplier and us shall be governed exclusively according to the following terms and conditions. The acceptance of deviating terms and conditions shall require the written form. These terms and conditions shall also apply to all future business relations, irrespective of whether they are expressly agreed again or reference is made to them. They shall also apply if we have not objected in individual cases to deviating terms and conditions of the supplier, which we hereby expressly reject. Furthermore, these terms and conditions shall also apply if we accept the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase. They shall not apply to consumers. Individual agreements with the supplier, including orders and the contents thereof, shall take precedence over these terms and conditions.

## **2. Agreements on deliveries and services; offers; orders**

### **2.1 Conclusion of the contract**

Our orders shall be deemed binding at the earliest when placed in writing. The supplier shall be obliged to confirm our order within 14 days after receipt, the shipment of the goods shall also be deemed as confirmation and thus as acceptance of our order. A delayed acceptance shall be deemed to be a new offer and is to be confirmed by us. Call-offs based on delivery schedules shall also be deemed to be orders pursuant to these terms and conditions. They shall be binding if we do not receive an objection from the supplier within 14 days after the delivery call-off has been placed. All delivery agreements and call-offs including their modifications and supplements as well as confirmations and objections must be made in writing (including electronic transmission) in order to be effective.

### **2.2 Documents to be supplied; obligations to provide clarification**

The supplier shall hand over and transfer to us all documents relating to the deliveries and services (e.g., warranty certificates, certificates of origin and test certificates, instructions for use, installation instructions, material and product data sheets) without further compensation upon delivery or performance. In addition, the supplier shall inform us of any necessary official permits and notification requirements for the import, operation and disposal of the delivery items. The supplier shall also warrant that all parts of the delivery comply with the REACH Regulation (1907/2006) and that the goods to be delivered are not subject to any import or export sanctions/embargoes.

### **2.3 Prices; value added tax**

The prices stated in the respective order shall be binding and, unless otherwise agreed, shall include all services and ancillary services of the supplier, in particular including the costs of packaging and delivery as well as the statutory value added tax.

### **2.4 Spare parts**

Spare parts shall be supplied at the serial price. In this respect, the supplier shall be obliged to supply spare parts for a period of 15 years, commencing with the end of serial production.

### **2.5 Order revocation**

Orders and delivery call-offs shall only be binding if they are placed by our purchasing department. Should the supplier not accept an order within 14 days after receipt, we shall no longer be bound by this order, unless otherwise agreed, and may revoke it.

### **2.6 Order modification, reduction and suspension**

Within the scope of what is reasonable for the supplier, we shall be entitled to demand modifications to the design and execution of the delivery item. In doing so, the effects shall be coordinated taking into account the justified interests of the supplier, in particular with regard to additional and reduced costs as well as delivery dates. In this respect, the supplier must inform us in writing immediately after receipt of the request for modification, but at the latest after 14 days, if it cannot meet the delivery dates or if additional costs arise. In the event of a reduction in the scope of the order and/or postponement of dates by our customers, we shall also be entitled to reduce the scope of the order vis-à-vis the supplier appropriately and/or to postpone

dates. The supplier shall not be entitled to any claims for compensation and/or indemnification.

### **2.7 Reservation of rights; ownership**

We shall reserve all rights, in particular property rights, copyrights, inventor's rights and rights of use, to all information, drawings, samples, documents and know-how provided by us. The supplier shall use the knowledge acquired by us exclusively for the fulfillment of our orders and shall not use it for itself or for third parties without our permission. Items which are our property and are in the possession of the supplier are to be marked as such.

## **3. Delivery and service dates and deadlines; costs; invoices**

### **3.1 Dates and deadlines; notification; delays**

Dates and deadlines agreed or specified by us shall be binding. Premature deliveries and services may only be made with our prior consent. The receipt of the deliveries at our premises shall be decisive for compliance with the delivery date or the delivery period. The supplier shall be responsible for delays in accordance with the statutory provisions. The supplier shall notify us immediately if it is foreseeable that the agreed delivery date cannot be met, even if this is due to force majeure. In coordination with us, the supplier shall take all reasonable measures to keep the delay as short as possible. In the event of non-compliance with the delivery date, we shall also be entitled to claim a contractual penalty of 2% of the net order value per commenced week but not more than 15% of the order value. Failure to assert a claim shall not constitute a waiver. Further legal claims shall remain unaffected. The supplier may only invoke causes of delay for which the supplier is not responsible if the supplier has complied with the obligation of notification.

### **3.2 Delivery and shipment; costs and expenses; bearing of risk; Incoterms**

Delivery and shipment are to be carried out free of all charges at the expense and risk of the supplier to the place of receipt specified by us; unless otherwise agreed, the delivery clause Delivered Duty Paid (DDP) according to the Incoterms of the International Chamber of Commerce Paris shall apply.

### **3.3 Partial, excess and short delivery**

The supplier shall only be entitled to make partial, excess or short deliveries with our express written consent. In the event of partial delivery, the remaining quantity shall be listed in the delivery note. The supplier shall reimburse us for all damages resulting from partial, excess or short deliveries.

## **4. Shipping and packaging; labeling**

Unless otherwise agreed, deliveries shall be packaged in a customary and appropriate manner. We shall be entitled to specify special packaging as well as special marking and/or coding. Any additional costs incurred as a result shall be agreed between us and the supplier. The supplier shall be liable for any damage resulting from defective packaging, unless the damage is due to incorrect specifications by us which are not recognizable to the supplier. The supplier shall be obliged to take back packaging materials. The supplier shall bear the costs and the risk of returning reusable packaging (e.g., load carriers); the supplier shall be responsible for their cleanliness. Deliveries and services are to be carried out in an environmentally compatible and recyclable manner.

## **5. Invoices; payment**

### **5.1 Invoices**

Invoices must be sent in electronic form (PDF) to the e-mail address indicated on the order. They may only refer to a delivery note and must contain the supplier's number, number and date of the order, in the case of cross-border deliveries within the European Union the VAT identification number - in Germany also the VAT number - of the supplier, the place of unloading, number and date of the delivery note and quantity of the services invoiced. In this respect, incomplete invoices shall be deemed not to have been issued. The same shall apply mutatis mutandis to delivery notes and advices of dispatch.

### **5.2 Payment**

Payments shall be effected on receipt of the goods in accordance with the contract and receipt of the correct and auditable invoice in accordance with paragraph 5.1 by the 25th day of the month following receipt of the invoice with a 3% discount or, at our discretion, 60 days net cash. In case of acceptance of premature deliveries, the due date of the price shall be based on the agreed delivery date. The supplier shall agree to cooperate in a credit note procedure at our request. In the event of defective delivery, we shall be entitled to withhold payment in proportion to the value until proper fulfillment. We shall

not waive any rights by effecting payment. Furthermore, we shall be entitled to set-off; the supplier shall only be entitled to a right of set-off and/or retention for undisputed or legally established claims.

#### **6. Quality; claims for defects**

Unless otherwise stipulated below, we shall be entitled to the statutory claims in the event of defective performance.

##### **6.1 Quality of the delivery item and service; modifications**

The supplier shall comply with the state of the art, the relevant safety regulations and the agreed specifications for its deliveries and services. The deliveries and services must in particular be suitable for our intended use known to the supplier. The delivery items shall be provided free of any third-party rights. In particular, its use must not infringe any third-party property rights or copyrights. The supplier shall in all cases grant us or procure for us the rights necessary for the use of the delivery item at no separate charge. The supplier shall provide us with corresponding documentary proof of its authorizations, in particular its licenses and authorization to sublicense, without being requested to do so. A delivery shall also be deemed defective if it does not correspond to the ordered delivery quantity or the packaging does not correspond to the agreed specifications. Modifications to the delivery item shall require our prior written consent, which we will not unreasonably withhold. The supplier shall notify us in good time of any intended modifications.

##### **6.2 Outgoing inspections; incoming inspections; notices of defects**

Prior to delivery to us, the supplier shall carry out appropriate outgoing inspections of the delivery items and services in order to ensure that they are free of defects. Section 377 of the German Commercial Code [HGB] shall apply with the following proviso: We shall only inspect incoming deliveries for obvious defects, transport damage and quantity deviations. We shall notify defects within four weeks after receipt of the delivery and according to the requirements of the due course of business.

##### **6.3 Presumption of defect; return of defective deliveries**

Should a defect in the purchased item become apparent within 12 months of the transfer of risk, it shall be rebuttably presumed that this defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect. We shall be entitled to return deliveries to the supplier's address at the supplier's expense and risk within 14 days after dispatch of the notice of defects.

##### **6.4 Self-performance of defect rectification**

Should the supplier be in default with subsequent performance, dispute the existence of a defect or, in the case of particular urgency and imminent danger, we shall be entitled to carry out such subsequent performance ourselves or have it carried out by third parties, unless the supplier renders subsequent performance without undue delay, at the latest, however, within 24 hours after notification of such a foregoing circumstance. In this case, the supplier shall bear the costs incurred thereby.

##### **6.5 Statute of limitations and periods; rights of recourse**

The period of limitation for claims due to defects shall be 36 months from the date of delivery by us to our customers, but no longer than 42 months from the date of delivery by the supplier. Our justified notice of defects shall suspend the period of limitation; the suspension shall end two months after either subsequent performance has been effected or the supplier has finally rejected subsequent performance or other warranty claims against us in writing. For parts which cannot remain in operation during the investigation of a defect and/or the rectification of a defect, a current period of limitation shall be extended by the time of the interruption of operation. Our rights pursuant to Sections 478 of the German Civil Code [BGB] shall remain unaffected.

#### **7. Special regulations for works services and works delivery services**

Works services shall require formal acceptance. The same shall apply to any special operating equipment and production machinery. Acceptance without reservation shall be a prerequisite for the commencement of the defect periods. The period of limitation shall be 42 months from the date of acceptance in accordance with paragraph 6.5. In the event of termination of a contract for works and services, the supplier shall only be entitled to remuneration for the works and services performed up to that point as agreed. This shall also apply if we terminate the contract for good cause or withdraw from the contract. Any further claims of the supplier shall be excluded.

#### **8. Force majeure**

Strikes, riots, official measures and prohibitions, insofar as they are not the responsibility of a contractual partner, pandemics and other unforeseeable and unavoidable events shall release the supplier and us from our performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall inform each other immediately of the beginning and end of the disruption. Should disruptions exist for a period of more than one month, we shall be entitled to withdraw from the contract and to reclaim any payments already made. Should partial deliveries have already been effected and we have an interest in keeping them, the right of withdrawal shall be limited to the partial deliveries not yet effected. The supplier shall take all reasonable measures to enable the best possible alternative provision of deliveries and services, in particular by granting emergency production rights.

#### **9. Quality assurance; initial sample inspection; documentation; retention periods; manual of supplier requirements**

Unless otherwise agreed, the supplier shall be obliged to apply and maintain an appropriate quality management system, e.g., according to DIN EN ISO 9000 et seq., German Association of the Automotive Industry (VDA) publication 6.1, ISO TS 16949, on an ongoing basis and provide us with documentary proof thereof in the form of corresponding certifications upon request. We shall reserve the right to inspect the quality management system on site and to audit the supplier. If an initial sample inspection has been agreed, serial delivery may only be commenced after we have approved the samples. Irrespective of this, the supplier shall check the quality of the delivery items on an ongoing basis making comprehensive use of its current knowledge and experience in each case. The supplier shall inform us of the used methods, test equipment and relevant standards. The supplier shall document in its quality records for all products as to when, in what manner and by whom the defect-free manufacture of the deliveries was ensured. These records must be kept for 15 years and submitted to us if required. Insofar as agreed, our "**Manual of Supplier Requirements**" AD.23 shall apply to all deliveries **or, insofar as no reference is made thereto, the Quality Assurance Guidelines (QSR1 and QSR2)**, even if no express reference is made to them in individual cases. Furthermore, the supplier shall undertake to comply with the Supplier Code of Conduct.

#### **10. Due diligence; liability; insurance**

##### **10.1 Standard of due diligence and liability**

The supplier shall exercise the due diligence of a prudent businessman. The statutory liability provisions shall apply unless otherwise stipulated below.

##### **10.2. Product risks; duty to inform**

The supplier shall inform us without delay if it becomes aware of any risks associated with the delivery items or should any claims be made against it in this respect. Within the scope of the legal possibilities, the supplier shall obligate its sub-suppliers to the same extent.

##### **10.3. Product liability and vehicle recall cost insurance**

The supplier shall undertake to take out and maintain product liability insurance and insurance against recall costs for all deliveries and services with worldwide coverage and an appropriate insurance amount of – but no less than EUR 10 million in each case. The insurance cover shall be maintained at least for the duration of the statutory product liability and documentary proof thereof shall be provided to us upon request.

##### **10.4 Product liability**

Should the supplier have caused a product defect, the supplier shall indemnify us against product liability claims by third parties unless we are responsible for the defect.

#### **11. Termination and withdrawal: pro rata remuneration**

Should the supplier discontinue its services or should judicial insolvency proceedings be filed for and initiated against its assets, we shall be entitled, at our discretion, to withdraw from the contract in whole or in part or to terminate the contract with immediate effect. The services of the supplier shall be remunerated accordingly (pro rata).

## **12. Subcontracting of orders; obligation of subcontractors; support for production changeover/relocation**

Subcontracting of orders to third parties, insofar as the deliveries and services concern components or means of production, shall not be permitted without our prior written consent and shall entitle us to withdraw from the contract in whole or in part or to claim damages. In any event, corresponding prior consent shall always be required for the delivery of automotive components and if there are any documentation obligations known to the supplier vis-à-vis our customers. Subcontractors shall be obliged in accordance with these terms and conditions, in particular to maintain confidentiality and to comply with quality assurance. Even in the case of subcontracting with our consent, the supplier shall remain responsible to us. In the event of production changeovers and/or relocations, the supplier shall provide us with appropriate support in order to ensure a smooth changeover and/or relocation and to safely avoid production stoppages at our premises and those of our customers.

## **13. Provision of materials or means of production; insurance; combination; processing; mixing**

Should we have provided the supplier with materials, these shall remain our property. Any combination, processing and mixing of the materials shall be carried out for us with the consequence that we acquire co-ownership of the new item in the ratio of the value of our materials to the other materials at the time of combination, processing or mixing. The supplier shall be obliged to examine the materials provided or procured as to their suitability and freedom from defects before the use thereof; production materials provided shall be examined as to their suitability for use and safety. Should we provide the supplier with materials or means of production which we procure from a third party as agreed, the supplier shall assert warranty claims primarily against the third party. Means of production and materials provided by us are to be used exclusively for production on the basis of our order and may not be made available to third parties without our prior written consent. After completion of the order, they shall be returned to us without being requested to do so. The supplier shall handle the materials and means of production provided by us with due care and insure them at its own expense against fire, water and storm damage as well as burglary at replacement value. The supplier shall hereby assign to us all claims for compensation arising from this insurance. We shall hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance, servicing and inspection work on means of production provided by us in good time and at its own expense.

## **14. Transfer of ownership**

Unless expressly agreed otherwise, ownership of delivery items shall pass to us upon handover at the latest. If the delivery is made subject to retention of title or if we have already made payments prior to delivery, the supplier and we shall hereby agree that title shall also pass to us proportionately prior to delivery in accordance with the payment; to this extent, handover shall be replaced by the supplier keeping the item in safe custody for us.

## **15. Assignment of claims; prohibition of set-off**

Without our prior written consent, which we shall not unreasonably withhold, the supplier shall not be entitled to assign its claims against us or to have them collected by third parties. In the event that an extended retention of title is agreed, such consent shall be deemed to have been granted. The provision of Section 354a of the German Commercial Code [HGB] shall remain unaffected. We shall not accept any prohibition of set-off.

## **16. Confidentiality/trade secrets; use; novelty damaging conduct**

The supplier shall undertake to treat as trade secrets all information which is not in the public domain and which becomes known to it through its business relationship with us. Drawings, models, templates, samples and similar items may not be handed over or otherwise made accessible to unauthorized third parties; they may be used by the supplier exclusively for the provision of deliveries and services to us. The same shall apply to quotations. The supplier shall refrain from any conduct that is detrimental to novelty and from any conduct that could impair our application for industrial property rights. Upon first request, all data shall be returned to us in full and any copies thereof shall be destroyed.

## **17. Place of performance; place of jurisdiction**

The place of performance and exclusive place of jurisdiction shall be the

registered office of the respective Möller company which is the recipient of the delivery or performance, unless otherwise prescribed by mandatory law. However, we shall also be entitled to take legal action against the supplier, at our discretion, at its general place of jurisdiction or the place of jurisdiction responsible for its registered office.

## **18. Applicable law**

The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall be excluded.

## **19. Suppliers located in the People's Republic of China**

Should the supplier be domiciled in the People's Republic of China, the following shall apply in deviation from the two preceding paragraphs: The parties shall agree on arbitration. The place of arbitration shall be Beijing, China; the language of arbitration shall be English; the arbitration rules of the China International Economic and Trade Arbitration Commission (CIETAC) shall apply. Applicable law shall be German law excluding the conflict of laws rules.

## **20. Severability clause**

Should individual provisions of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions; the invalid provision shall be replaced by a valid provision which comes as close as possible to the meaning and economic purpose of the invalid provision. In all other respects, the principles of supplementary interpretation of the contract shall apply.