



GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

1 SUBJECT AND SCOPE

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**Terms and Conditions of Purchase**") shall apply to all purchases, contracts, orders, delivery call-offs, and other contractual declarations in connection with the purchase of products by and the delivery of goods or provision of services to Hirschmann Automotive GmbH with its registered office in Rankweil, Austria, and its Affiliated Companies (hereinafter referred to as "**Hirschmann Automotive**"), unless expressly agreed otherwise in writing.
- 1.2 Unless otherwise agreed in writing, these Terms and Conditions of Purchase shall apply to all suppliers of Hirschmann Automotive, meaning all companies delivering goods or providing services to Hirschmann Automotive (hereinafter referred to as "**Supplier**"). These Terms and Conditions of Purchase shall also apply to all Affiliated Companies of the Supplier, insofar as they are involved in the purchasing process.
- 1.3 "**Affiliated Companies**" shall mean all companies, which are directly or indirectly controlled by a party, control a party, are under common management with a party or are under common control with a party; such control being presumed in any case if more than 50% of the shares or voting rights are held directly or indirectly. This also includes any future Affiliated Companies of the parties. Either party may at any time request from the other party a list of the current Affiliated Companies.
- 1.4 These Terms and Conditions of Purchase shall apply to the entire supply relationship between the Supplier and Hirschmann Automotive. These Terms and Conditions of Purchase shall therefore also apply to all future deliveries of goods and performances of services to Hirschmann Automotive as well as to contracts already concluded, even if they are not separately agreed again in the individual case.
- 1.5 General terms and conditions of the Supplier shall not apply, even if Hirschmann Automotive has not separately objected to their application in the individual case. Even if Hirschmann Automotive refers to a letter containing or referring to the terms and conditions of the Supplier or of a third party, this shall not constitute an agreement to the application of such terms and conditions. The same shall apply to the acceptance of goods or payments or any other conduct of Hirschmann Automotive.
- 1.6 Hirschmann Automotive reserves the right to amend these Terms and Conditions of Purchase at any time, with the new version applying to all contracts entered into thereafter from the date of publication on the website <https://www.hirschmann-automotive.com/>.

2 ORDER – CONCLUSION OF CONTRACTS

- 2.1 Any conclusion of a contract must be in writing in order to be legally binding (whereby e-mail, fax or EDI shall be deemed to fulfil the written form requirement).
- 2.2 Orders of Hirschmann Automotive shall be deemed accepted by Supplier and shall become binding unless Supplier objects in writing within five calendar days (received by Hirschmann Automotive).

Delivery call-offs or delivery schedules of Hirschmann Automotive shall be deemed accepted by Supplier and shall become binding unless Supplier objects in writing within two calendar days (received by Hirschmann Automotive). Orders, delivery call-offs and delivery schedules are hereinafter referred to as "**Order**".

- 2.3 The acceptance of an Order placed by Hirschmann Automotive is only possible with regard to the entire goods or services specified in the Order. Supplier shall also inform Hirschmann Automotive expressly and in a clearly visible manner about any deviations of the order confirmation from the Order.
- 2.4 The respective company within Hirschmann Automotive Group that has placed the Order with the Supplier is stated in the written Order. Claims by the Supplier shall exist exclusively against this company within Hirschmann Automotive Group and not against any of its Affiliated Companies.
- 2.5 As a pre-condition for acceptance of the Order, deliverability and trustworthiness shall be deemed to be material qualities of the Supplier. The Supplier shall to this extent, prior to acceptance of the Order, also be subject to special explanatory obligations, in particular regarding possible limits to the Supplier's ability to deliver, liquidity and feasibility of the Order. Hirschmann Automotive therefore reserves the right to withdraw from the Order, without consequences, if facts become known which are able to seriously question the ability of the Supplier to deliver or negatively impact the trustworthiness of the Supplier.
- 2.6 Offers, order acceptances, order confirmations and other contractual declarations of the Supplier are binding and irrevocable. In addition, all documents, in particular specifications, illustrations, descriptions, drawings and brand specifications of the Supplier as well as further information, technical advice and other details provided by the Supplier are compulsory and binding for the Supplier and shall become part of and be deemed an integral part of the Order.
- 2.7 Supplier shall not be entitled to make any changes to the goods or services without the prior written approval of Hirschmann Automotive.
- 2.8 Within the scope of reasonableness, Supplier shall be obliged to make changes to the goods or services as requested by Hirschmann Automotive (e.g. with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantity and means of transport). Supplier shall inform Hirschmann Automotive without undue delay of any effects of the change request on the agreed prices and/or dates; otherwise the originally agreed prices/dates shall remain binding also for the changed goods or services. If the Supplier notifies potential effects of the change request on the agreed prices/dates in a timely manner, the parties shall reach an appropriate and mutual written arrangement to implement the change request.
- 2.9 Unless otherwise agreed, the volumes and planned quantities announced by Hirschmann Automotive are merely non-binding orientation values. Hirschmann Automotive therefore reserves the right to change the actually required amount of goods or services, in particular delivery call-offs, from time to time without any responsibility towards the Supplier.



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2.10 Supplier is subject to a general delivery obligation in order to ensure an uninterrupted supply of Hirschmann Automotive with the respective goods or services. Supplier therefore also undertakes to ensure the necessary capacities in order to be able to provide the goods or services as required by Hirschmann Automotive.

3 DELIVERY – TRANSPORT

3.1 The Incoterms 2020 shall apply. Unless otherwise expressly agreed in writing, all deliveries shall be made DDP to the respective Hirschmann Automotive plant and within the EU DAP to the Hirschmann Automotive plant or to the place designated by Hirschmann Automotive. In case the delivery date falls on a bank holiday, delivery shall take place on the previous working day.

3.2 The delivered goods shall be properly packaged and labelled. Thereby, Supplier shall comply with applicable standards, statutory provisions and the specifications of Hirschmann Automotive.

3.3 Delivery shall be made in accordance with the shipping method specified in the Order. If no agreements have been made regarding transport, the shipping route and means of transport shall be determined by Hirschmann Automotive at its own discretion, to the exclusion of any liability for Hirschmann Automotive. Any liability for late delivery or transport damage shall be borne by the Supplier.

3.4 If the delivery of goods or the performance of services is made prematurely, Hirschmann Automotive shall be entitled to charge the Supplier with the costs incurred thereby. Returns or storage of deliveries made ahead of schedule shall be at Supplier's risk. Payments for early delivered goods or performed services shall be made in accordance with the agreed delivery or performance date.

3.5 Partial deliveries or performances are only permissible with the express written consent of Hirschmann Automotive.

3.6 Risk of loss or damage shall only pass upon handover of defect-free goods to Hirschmann Automotive, which is the receipt of the goods at the agreed plant of Hirschmann Automotive, but not before the agreed delivery date.

3.7 For each delivery of goods, Supplier shall send a dispatch note to Hirschmann Automotive as a delivery notice and shall provide all documents required for customs clearance. Supplier shall bear all costs incurred by Hirschmann Automotive due to incomplete or delayed documents, delivery papers or labels.

3.8 Any agreement of a retention of title by the Supplier is expressly excluded.

4 DELAY

4.1 Regardless of all foreseeable or unforeseeable circumstances (with the exception of force majeure as defined in clause 5 below), the Supplier shall be obliged without restriction to deliver or perform on time and shall do everything in its power to ensure timely delivery or performance. Therefore, the Supplier shall bear the procurement risk and delivery problems of sub-suppliers shall be borne by the Supplier.

4.2 The delivery or performance dates stated in the Orders are binding. Time is of essence. The delivery or performance period shall commence with the written placing of the Order by Hirschmann Automotive. Relevant for the timeliness of a delivery is the receipt of the goods by Hirschmann Automotive or, in the case of services, the complete performance of the service by the Supplier, unless otherwise agreed.

4.3 The Supplier shall be obliged to inform Hirschmann Automotive immediately in writing about any difficulties or delays affecting the delivery of goods or provision of services to be expected as soon as they become apparent. In this case, the Supplier shall inform Hirschmann Automotive in writing about the reasons for the delay, its expected duration, and its effects as well as about the measures taken by the Supplier. In addition, the Supplier shall immediately take all measures in its power to ensure timely delivery or performance.

4.4 In the event of a delay in delivering goods or performing services for any reason whatsoever (except force majeure as defined in clause 5), Hirschmann Automotive shall be entitled, even without proof of damage, to charge a contractual penalty irrespective of fault in the amount of 1.0% of the respective Order value per commenced week. In any case, Hirschmann Automotive expressly reserves the right to claim further damages or other costs arising from the delay. Supplier shall be committed to compensate Hirschmann Automotive and its customers for all damages, costs and expenses caused by the delay.

4.5 After expiry of a reasonable period of time, Hirschmann Automotive shall also be entitled to withdraw from the contract without consequences, to obtain replacement from a third party at Supplier's costs and to claim compensation for damages exceeding the contractual penalty.

4.6 The acceptance of delayed deliveries or services does not exclude any claims for compensation.

5 FORCE MAJEURE

5.1 In the event that the timely performance of the obligations binding on each party under these Terms and Conditions of Purchase is prevented or hindered by proven circumstances of force majeure (i.e. unforeseeable and unavoidable circumstances resulting from natural disasters, governmental restrictions, labor disputes with the exception of strikes limited to the Supplier's company, embargos, fire or similar circumstances caused by natural forces or governmental agencies, which prevent the respective party's own performance to such an extent that the respective circumstance is – despite preventive risk management – beyond the reasonable control of the respective party), the respective party shall be released from its contractual obligations for the duration of this event and to the extent of its effects. Price increases or delivery difficulties by Supplier's sub-suppliers shall not be regarded as force majeure events.

5.2 In such cases, the party affected by the force majeure event shall immediately inform the other party in writing and shall state the expected duration



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of the disruption, the expected effects and the remedial measures taken.

- 5.3 The party affected by the force majeure event shall restore its performance as soon as possible.
- 5.4 Hirschmann Automotive shall be entitled to procure the goods or services from other sources for the duration of the delay due to force majeure, to reduce the agreed quantities without any liability towards Supplier and, after a reasonable period of time, to withdraw from the contract without any liability towards Supplier.

6 PRICES AND PAYMENT TERMS

- 6.1 The agreed prices are fixed prices. Supplier shall not be entitled to increase its prices or to claim any other additional costs without the prior written approval of Hirschmann Automotive.
- 6.2 Unless otherwise agreed in writing, the prices include all costs for packaging, transport, shipping, taxes, duties and any other costs related to the supply of the goods or the provision of the services.
- 6.3 Cost estimations by Supplier are binding and are not to be remunerated unless expressly agreed otherwise in writing.
- 6.4 If Supplier offers more favorable conditions to a third party for similar goods or services in comparable quantities, in particular with regard to costs, discounts, technology, quality, terms of payment, delivery periods or other conditions, Supplier shall be obliged to immediately inform Hirschmann Automotive thereof and to automatically grant Hirschmann Automotive those more favorable conditions.
- 6.5 Payment shall only be due after complete, defect-free delivery of goods or performance of services and receipt of a properly issued invoice. The completeness of the goods or services also requires the receipt of the agreed documents as well as the indication of the Order data (such as Order number, article number, etc.). Unless otherwise agreed, invoices shall be settled within 60 days of the due date.
- 6.6 Hirschmann Automotive shall be entitled, in particular in case of delay, incomplete delivery or performance, warranty claims or due to other claims against Supplier of any kind whatsoever, to withhold and refuse payment until proper performance.
- 6.7 Hirschmann Automotive shall be entitled to set off against any counterclaims of Supplier. However, Supplier shall not be entitled to set off any counterclaims of Hirschmann Automotive without the prior written approval of Hirschmann Automotive. Furthermore, Supplier shall not be entitled to assign its claims against Hirschmann Automotive or to have them collected by third parties without the prior written approval of Hirschmann Automotive. In case Supplier assigns its claims against Hirschmann Automotive to third parties without approval, such assignment shall be ineffective (absolute effect of the prohibition of assignment). In such a case, Hirschmann Automotive may nevertheless, at its option, make payment with debt-discharging effect both to Supplier and to the third party.
- 6.8 Payment of an invoice shall not constitute acceptance of the goods or services and shall not be

deemed a waiver of any warranty, liability or other claims of Hirschmann Automotive against Supplier.

7 QUALITY

- 7.1 The Supplier is obliged to maintain an appropriate quality management system. The Supplier's quality management system shall be based on international standards such as ISO 9001, ISO 14001 and IATF 16949 as amended from time to time and Supplier shall ensure the required certifications.
- 7.2 The Supplier shall comply with the recognized rules of technology, the applicable safety provisions and the agreed technical specifications. All delivered goods, performed services, parts and materials must comply with the current state of the art in technology as well as the relevant statutory provisions and standards.
- 7.3 Goods mandatorily subject to labelling in accordance with respective international standards and applicable legal requirements are to be supplied with the appropriate labelling and declaration of conformity.
- 7.4 The Supplier is obliged to comply with a possible quality assurance agreement, which shall take in any case precedence over these Terms and Conditions of Purchase. Supplier shall also comply with all other standards, conditions, requirements, specifications and guidelines provided to Supplier by Hirschmann Automotive.
- 7.5 All substances listed in the most recent Global Automotive Declarable Substance List must be specified in the IMDS entry.
- 7.6 If initial samples are supplied by the Supplier, an initial sample test report in accordance with VDA/AIAG and material test certificates must be enclosed or attached to the delivery of the concerned goods. Irrespective of this, the Supplier shall constantly check the quality of the goods delivered. The parties shall inform each other about the possibilities of quality improvement.
- 7.7 If the nature and scope of the tests, as well as the test equipment and methods are not agreed, Hirschmann Automotive shall upon Supplier's request discuss the tests with Supplier within the framework of its knowledge, experience and possibilities in order to calculate the status of the test technology required in each case.
- 7.8 Upon request, Supplier shall keep special records as regards when, in which manner and by whom the delivered goods have been tested with regard to the features subject to mandatory documentation and what results the required quality tests have shown. The test documents shall be kept for 15 years and shall be submitted to Hirschmann Automotive on demand. The Supplier shall oblige its sub-suppliers to the same level of commitment.
- 7.9 Supplier agrees, on the request of Hirschmann Automotive, to allow Hirschmann Automotive, Hirschmann Automotive's customers and the authorities to inspect the production process and the testing documents in order to verify specific requirements and to provide any reasonable assistance.
- 7.10 Supplier is obliged to also impose upon its sub-suppliers all obligations to which the Supplier is subject for quality assurance.



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8 WARRANTY – LIABILITY

- 8.1 The Supplier expressly warrants that the goods or services (i) are new and of best quality, (ii) are free from any defects, (iii) comply with the latest state of the art, these Terms and Conditions of Purchase, the applicable legal provisions, and the provided requirements and specifications, (iv) are free and clear of all liens, restrictions, security interests, encumbrances and claims of others, and (v) are suitable for the intended use.
- 8.2 The warranty period for goods shall be 24 months from the date of complete and defect-free delivery or from the date on which Hirschmann Automotive begins using the goods in its business operations, whichever event occurs later. If a (final) acceptance is carried out, the warranty period shall commence with the successful (final) acceptance. In case of services, the warranty period shall be 24 months from complete performance of the service.
- 8.3 As far as goods or services of Supplier are intended for use in vehicles, the warranty period shall be 48 months following the first use of the vehicle by the end user (e.g. initial licensing) or 48 months following installation of spare parts, whichever event occurs later, but at the latest after the expiration of 54 months following the date of complete and defect-free delivery of goods or performance of services to Hirschmann Automotive. However, if Hirschmann Automotive has agreed with its customers on a longer warranty period for goods or services which are based on goods or services of the Supplier, this warranty period shall also apply to the Supplier. If the warranty period according to the legal regulations in the respective countries in which the vehicles or spare parts are sold is longer than the above-mentioned periods, the warranty period shall be extended accordingly.
- 8.4 Supplier shall perform an outgoing quality inspection of the goods to be delivered and shall create a detailed documentation thereof. After delivery of the goods or provision of the services, Hirschmann Automotive shall carry out an incoming inspection of the goods or services with regard to identity, quantity and externally visible transport damage within the scope of its normal business operations. Hirschmann Automotive shall not be obliged to carry out further examinations or tests. Any defects shall be notified without undue delay after being discovered by Hirschmann Automotive in the ordinary course of business. Hirschmann Automotive's failure to make any inspection of the goods or services shall not impair any warranty rights nor constitute acceptance by Hirschmann Automotive. Supplier expressly waives the objection of violation of the obligation to inspect and give notice of defects.
- 8.5 Any use of the goods or services by Hirschmann Automotive, which exceeds the extent necessary for inspection as well as any processing of the goods or services shall not be deemed to be an approval thereof or a waiver of any claims.
- 8.6 Hirschmann Automotive shall be free in its choice of warranty remedies, shall be entitled to reject and return to Supplier any non-conforming or defective goods at Supplier's expense and risk, shall be entitled to reduce the price for non-conforming or

defective goods and shall also be entitled to rescind from the respective contract in case of minor defects.

- 8.7 In urgent cases or if Supplier fails to remedy the defect within a reasonable period of time not exceeding 10 calendar days, Hirschmann Automotive shall be entitled to remedy the defects itself or to have them remedied by a third party at Supplier's expense. Any other claims against Supplier shall remain unaffected.
- 8.8 Despite the assertion of warranty claims, further claims of Hirschmann Automotive, in particular from product liability, damages, tortious acts and actions performed without due authority, shall remain unaffected.
- 8.9 Supplier shall bear all costs and expenses incurred by Hirschmann Automotive and the customers of Hirschmann Automotive in connection with the warranty claim, in particular costs for examination, sorting, testing, repair, storage, return, transport, travel, personnel and material, rectification of defects by Hirschmann Automotive or a third party, rework, installation, and removal.
- 8.10 Supplier shall be liable for any and all direct and indirect damages, including but not limited to incidental and consequential damages and pecuniary losses, lost profits, expected but not realized savings, damages from third party claims, litigation costs and attorney fees as well as other damages incurred at Hirschmann Automotive or the customers of Hirschmann Automotive in connection with the goods or services of the Supplier.
- 8.11 If claims are made against Hirschmann Automotive or the customers of Hirschmann Automotive by third parties in connection with Supplier's goods or services, Supplier shall assume liability and support Hirschmann Automotive or the customers of Hirschmann Automotive free of charge in the defense against such claims and shall indemnify Hirschmann Automotive or the customers of Hirschmann Automotive against all losses, damages and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).
- 8.12 Supplier shall be liable for all costs, damages and expenses resulting from preventive measures taken by Hirschmann Automotive or the customers of Hirschmann Automotive to avert damage (e.g. recall action) in accordance with the share of causation originating from Supplier's sphere.

9 COMPLIANCE

- 9.1 Supplier undertakes to comply with (i) all applicable statutory laws and legal requirements (including, but not limited to, supply chain due diligence, environmental protection, sustainability and safety), (ii) all requirements, specifications, guidelines, directives etc. of Hirschmann Automotive, including the Hirschmann Automotive "Supplier Code of Conduct" (available at: <https://www.hirschmann-automotive.com/en/suppliers-customers>), in each case in the current version and (iii) all requirements, specifications, guidelines, directives etc. of Hirschmann Automotive's customers known or disclosed to Supplier, in each case in the current version.



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- 9.2 If Supplier violates any of these provisions, Supplier shall compensate Hirschmann Automotive for all damages and expenses incurred thereby.
- 9.3 If Supplier breaches a material contractual obligation, Hirschmann Automotive may withdraw from or terminate the contract without notice and without consequences.

10 SUB-SUPPLIERS

- 10.1 Supplier shall only be entitled to engage sub-suppliers or to transfer the manufacturing of the goods or the provision of the services to sub-suppliers with the prior written consent of Hirschmann Automotive, provided that such subcontracting goes beyond the supply of components or materials to the Supplier.
- 10.2 If the Supplier engages sub-suppliers, Supplier shall ensure that the sub-suppliers comply with all agreements, specifications and requirements.
- 10.3 Supplier shall be liable for the engaged sub-suppliers.
- 10.4 Supplier shall enable Hirschmann Automotive to inspect the sub-suppliers and shall fully support Hirschmann Automotive in such inspections.

11 HIRSCHMANN AUTOMOTIVE'S PROPERTY – PRODUCTION EQUIPMENT

- 11.1 Drawings, molds, tools, models, samples or other items which are made available to Supplier by Hirschmann Automotive for the manufacturing of goods or the performance of services, which are manufactured by Supplier at the expense of Hirschmann Automotive or which are procured by Supplier from third parties at the expense of Hirschmann Automotive (hereinafter referred to as "**Hirschmann Automotive's Property**") shall remain the property of Hirschmann Automotive and may only be used by Supplier for the benefit of third parties with the prior written consent of Hirschmann Automotive. The property of Hirschmann Automotive in these means of production shall also extend to any items produced by further processing Hirschmann Automotive's Property. In case of combining or mixing (unification) Hirschmann Automotive's Property with objects not belonging to Hirschmann Automotive, Hirschmann Automotive shall retain co-ownership in this new object in proportion of the value of Hirschmann Automotive's Property to that of the other unified object at the time of unification. The right of ownership of Hirschmann Automotive shall also extend to the new item. Supplier shall have no right of retention.
- 11.2 Supplier shall clearly mark Hirschmann Automotive's Property as the property of Hirschmann Automotive, store it safely, keep it in good condition, insure it adequately and replace it in case of loss or damage. Supplier shall grant Hirschmann Automotive access to Hirschmann Automotive's Property at any time. Upon Hirschmann Automotive's request or upon the end of the business relationship between the parties, Supplier shall immediately return any and all items made available to the Supplier by Hirschmann Automotive.
- 11.3 If the production is carried out by Supplier according to the specifications, drawings, samples or models of Hirschmann Automotive, the right of disposal over

order-related equipment and objects of the Supplier (hereinafter referred to as "**Production Equipment**") shall remain with Hirschmann Automotive. This provision also applies in particular if the Production Equipment has been procured in whole or in part at Supplier's own expense. All this Production Equipment may neither be duplicated nor made accessible to third parties or used in any other way without the prior written consent of Hirschmann Automotive.

- 11.4 The costs for maintenance, repairs, compliance with legal provisions and safety regulations as well as insurance of Hirschmann Automotive's Property and the Production Equipment shall be borne by the Supplier. Hirschmann Automotive's Property and the Production Equipment shall be stored and kept ready for production for at least 15 years from the last Order or delivery. Written approval must be obtained from Hirschmann Automotive before scrapping.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Intellectual Property Rights means any and all copyright protected works (including software and drawings), ideas, inventions, patents, patent applications, designs, specifications, techniques, discoveries, trade secrets, know-how, processes, compilations of information, trademarks, samples, test results, research results, design rights and all similar or equivalent industrial or intellectual property rights (hereinafter referred to as "**IPR**").
- 12.2 Any IPR provided to Supplier by Hirschmann Automotive (e.g. drawings, construction details, specifications, ideas, know-how or other information) shall remain the sole property of Hirschmann Automotive. They may only be used for the benefit of third parties with the prior written consent of Hirschmann Automotive. The IPR of Hirschmann Automotive shall also extend to the objects produced by processing or using or exploiting Hirschmann Automotive's IPR.
- 12.3 All IPR created by Supplier in connection with the delivery of goods or the provision of services to Hirschmann Automotive, whether created by Supplier alone, with any third parties or together with Hirschmann Automotive (hereinafter referred to as "**Foreground IP**"), shall belong exclusively to Hirschmann Automotive and Supplier shall grant Hirschmann Automotive the exclusive, irrevocable, perpetual, worldwide and transferable right to use such Foreground IP for all currently known and future types of exploitation, without any limitation in terms of subject matter, place and time, free of charge. This right includes the right to edit and sublicense the Foreground IP. Hirschmann Automotive shall be exclusively entitled to have this Foreground IP protected (e.g. as patent).
- 12.4 If Supplier has already existing IPR which concern the exploitation of the goods or services (hereinafter referred to as "**Background IP**"), Supplier shall grant Hirschmann Automotive free of charge the right to use its Background IP for all presently known and future types of exploitation, unlimited as to subject matter, place and time. This right includes the right to edit and sublicense.



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- 12.5 Upon request, Supplier shall immediately provide Hirschmann Automotive with all information which Hirschmann Automotive reasonably considers necessary for the understanding, operation, maintenance, use, or resale of the goods or services.
- 12.6 Supplier guarantees that no domestic or foreign IPR of third parties are infringed in connection with the goods or services and their use. In the event of a claim by a third party in this respect, Supplier shall assume liability and support Hirschmann Automotive free of charge in the defense against such claims and shall fully indemnify Hirschmann Automotive against all damages and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).
- 12.7 If third parties claim an infringement of their rights in connection with Supplier's goods or services, Supplier shall also, at the option of Hirschmann Automotive and at Supplier's expense, (i) modify or replace the goods or services in such a way that they do not infringe any third party rights, (ii) acquire for Hirschmann Automotive the necessary rights to use the goods or services or (iii) fully reimburse Hirschmann Automotive for the costs of procuring replacement.
- 12.8 The name of Supplier or its company logo may appear on goods manufactured according to the specifications of Hirschmann Automotive only with the express written consent of Hirschmann Automotive.
- 13 SPARE PARTS – WEAR PARTS**
- 13.1 Supplier shall ensure that the goods or services are available to Hirschmann Automotive for an appropriate period of time as usual in the automotive industry with the goal to safeguard an uninterrupted supply of Hirschmann Automotive with the respective goods or uninterrupted availability of the respective services.
- 13.2 The Supplier shall ensure the subsequent delivery of the ordered goods, the performance of the services, the supply of spare parts and wear parts or similar for a period of at least 15 years. In the event that the goods delivered by the Supplier are used for serial production, this period shall not commence until the end of serial production. For a period of 5 years after the end of serial production, the price agreed for the period of serial production shall also continue to apply for spare parts or wear parts. After expiry of this period, the parties shall mutually agree in writing on the price for spare parts or wear parts.
- 13.3 Supplier shall also grant Hirschmann Automotive the option of a final stockpiling ("last call"). This can take place both at the end of serial production and at the end of spare parts or wear parts supply.
- 13.4 Supplier shall inform Hirschmann Automotive in writing at least 6 months before the end of its spare parts or wear parts supply.
- 14 RIGHT OF ACCESS - AUDIT**
- 14.1 Hirschmann Automotive, the customers of Hirschmann Automotive, their representatives and the competent authorities shall be granted free access to Supplier's premises during normal business hours and without unnecessarily disrupting Supplier's operations after giving 24 hours' notice to Supplier.
- 14.2 The Supplier shall also enable such access or audit at its sub-suppliers.
- 15 CONFIDENTIALITY**
- 15.1 The Supplier undertakes to maintain confidentiality for an indefinite period of time with regard to all non-public or proprietary commercial, technical or other information of which Supplier becomes aware through Hirschmann Automotive (hereinafter referred to as "**Confidential Information**"), to use it exclusively for the purpose of the cooperation with Hirschmann Automotive, not to use it for Supplier's own benefit and neither to disclose it to third parties nor to use it for the delivery of goods or performance of services to third parties.
- 15.2 Supplier shall impose a corresponding obligation of confidentiality on its employees, sub-suppliers and any other parties involved in the business relationship.
- 15.3 Confidential information may only be used for delivering the goods or rendering the services to Hirschmann Automotive.
- 16 SECURITY DECLARATION**
- 16.1 Hirschmann Automotive is an "Authorized Economic Operator" (hereinafter referred to as "**AEO**").
- 16.2 If Supplier is not an AEO itself or has not made a corresponding application for certification, Supplier shall guarantee that (i) delivery items / products, which are produced, stored, transported and/or delivered to a place of delivery determined by Hirschmann Automotive or taken over by Hirschmann Automotive in accordance with an Order, are produced, stored, processed and loaded in secure business premises and secure loading and shipping areas and are protected against unauthorized interference during production, storage, processing, loading and transport, (ii) reliable staff is employed for the production, storage, handling, loading, transport and acceptance of the products, and (iii) subcontractors acting on behalf of the Supplier also comply with these measures in order to secure the above-mentioned supply chain.
- 17 INSURANCE**
- 17.1 Supplier shall maintain adequate insurance coverage as usual in the automotive industry, in particular a business liability insurance to an appropriate extent. At the request of Hirschmann Automotive, proof of insurance cover shall be provided.
- 17.2 Hirschmann Automotive may additionally require Supplier to obtain a certain type of insurance (in particular product liability and recall insurance) in a specific amount.
- 18 TERMINATION**
- 18.1 Supplier shall be obliged to ensure an uninterrupted supply of Hirschmann Automotive with the respective goods and/or uninterrupted availability of the respective services over the entire period as requested by Hirschmann Automotive. Termination of the business relationship with Hirschmann Automotive or any Order by the Supplier is therefore only permitted by way of extraordinary termination for



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good cause, taking into account a reasonable transition period.

- 18.2 Unless otherwise agreed in writing, Hirschmann Automotive is entitled to terminate the entire business relationship with the Supplier or a single Order upon 6 months prior written notice. Unless otherwise instructed by Hirschmann Automotive, Supplier shall immediately discontinue any works, any delivery of goods and/or performance of services. In this case, Hirschmann Automotive compensates any reasonable, documented and justified costs and expenses of Supplier occurred up to the date of termination, provided that Supplier submits such claims to Hirschmann Automotive within 30 days after the termination date.
- 18.3 Nothing in these Terms and Conditions of Purchase shall limit or exclude the parties' statutory right for extraordinary termination for good cause. Hirschmann Automotive is especially entitled to terminate the entire business relationship with the Supplier or a single Order by way of extraordinary termination with immediate effect and without any prejudice to any other rights or remedies Hirschmann Automotive may have in case (i) Hirschmann Automotive's customer terminates or cancels an agreement concerning the Supplier's goods or services, (ii) Supplier's goods or services are not competitive compared to third parties and Supplier has not restored competitiveness within one month after Hirschmann Automotive's request, (iii) Supplier breaches an essential contractual obligation, (iv) Supplier is subject to a change of control in its shareholding circumstances, or (v) Supplier's financial circumstances suffer significant deterioration, which endangers the fulfillment of the obligations towards Hirschmann Automotive.
- 18.4 If reasonably requested by Hirschmann Automotive, Supplier shall continue to deliver the required goods or provide the required services even after termination at the initially agreed conditions during a reasonable transition period of up to 12 months, provided that such transition is necessary for Hirschmann Automotive.
- 18.5 In the event of termination, Hirschmann Automotive is permitted to pass along to third parties such information of Supplier that is absolutely necessary in order to continue the delivery of the required goods or provision of the required services.

19 INSOLVENCY

If insolvency proceedings are applied for against the assets of the Supplier or extrajudicial composition proceedings are applied for or if the Supplier is no longer in a position to properly fulfil the contract due to a deterioration in its financial circumstances, Hirschmann Automotive shall be entitled to withdraw from the unfulfilled part of the contract without consequences.

20 PLACE OF PERFORMANCE - JURISDICTION - APPLICABLE LAW

- 20.1 Unless otherwise agreed, the place of performance for the delivery of goods or performance of service

shall be the respective place of business of Hirschmann Automotive.

- 20.2 Unless otherwise agreed by the parties, the exclusive place of jurisdiction for all legal disputes in connection with all deliveries of goods or performances of services rendered by Supplier to Hirschmann Automotive, with all contracts concluded between Supplier and Hirschmann Automotive and with these Terms and Conditions of Purchase shall be the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier. However, Hirschmann Automotive shall be entitled, at its option, to assert claims against the Supplier at Supplier's place of business.
- 20.3 Unless otherwise agreed by the parties, the relationship between Supplier and Hirschmann Automotive shall be governed exclusively by the laws of the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21 GENERAL PROVISIONS

- 21.1 In case these Terms and Conditions of Purchase are translated into other languages, the English version shall prevail.
- 21.2 These Terms and Conditions of Purchase will not be deemed as establishing any labor relationship between the parties nor between their employees or sub-suppliers, which will act as independent parties. The parties are independent and none of the provisions of these Terms and Conditions of Purchase will be considered as a joint venture or agency, mandate nor employer relationship between them.
- 21.3 Supplier shall only be entitled to exercise rights of retention regarding such claims which have been legally established or acknowledged by Hirschmann Automotive.
- 21.4 Supplier shall not be entitled to assign its rights and obligations under these Terms and Conditions of Purchase, in whole or in part, without the prior written consent of Hirschmann Automotive. Hirschmann Automotive shall be entitled to assign its rights and obligations in whole or in part to Affiliated Companies.
- 21.5 Any modification and amendment to these Terms and Conditions of Purchase shall only be effective if agreed in writing and duly signed by Hirschmann Automotive and the Supplier. This shall also apply to any amendment of this written form clause.
- 21.6 If individual provisions of these Terms and Conditions of Purchase are invalid, the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended purpose. The same applies to the extent that these Terms and Conditions of Purchase should have any gap.