

TERMS AND CONDITIONS OF PURCHASE
of all Nedschroef entities except for Nedschroef Herentals N.V.
and Leist Holding GmbH and its subsidiaries
(each hereinafter “Company”)

I. SCOPE AND DOCUMENT HIERARCHY

These Terms and Conditions of Purchase (“TCP”) apply to all orders placed by Company (“Order”) with any supplier or service provider (“Supplier”) for the purchase or hire of goods (“Products”) and/or the provision of services (“Services”). (Services and Products together hereinafter “Supplies”). The Order may refer to specific terms and conditions (the “Special Conditions” or “SC”) and to additional contractual documents such as specifications, quality agreements or other annexes (the “Other Contractual Documents” or “OCD”).

All Orders from Company are governed exclusively by these TCP, as supplemented by the SC and the OCD. In case of any conflict or inconsistency between these documents, the following order of precedence shall apply:

- The SC
- These TCP
- The OCD

II. EXCLUSIVITY AND SUPPLIER TERMS

These TCP shall apply upon acceptance of the Order in accordance with Section 3 and shall exclusively govern all contractual relationships between Supplier and Company. Any general terms and conditions of Supplier shall not apply, even if Company does not expressly object to them in individual cases or accepts Supplies without reservation. Supplier’s general terms and conditions shall apply only if and to the extent that Company has expressly agreed to their application in writing.

III. ORDER AND ACCEPTANCE OF ORDER

All Orders shall be issued in written or text form (including, without limitation, email or electronic ordering systems, but excluding communication through social media apps). No contract shall be concluded unless Company has issued an Order and Supplier has accepted that Order in accordance with this Section 3.

Supplier shall confirm each Order within two (2) calendar days from the date of the Order by returning a duly signed order confirmation or other written confirmation to Company (“Order Acknowledgement”). Until receipt of the Order Acknowledgement, Company may cancel the Order at any time, provided Supplier has not yet commenced performance, by written notice to Supplier without any liability for compensation or damages.

If Supplier does not send an Order Acknowledgement but commences performance, in particular by shipping Products or performing Services, and such performance is not rejected by Company without undue delay after becoming aware of it, the Order shall be deemed accepted under these TCP.

Any deviations, modifications of, or supplements to Company’s Orders shall only be effective if they are expressly identified as such and have been approved by Company in writing or in text form.

IV. OPEN ORDERS

Certain Supplies may be ordered under open orders ("Open Orders"), under which Company and Supplier agree the nature and main characteristics of the Supplies, the price or pricing mechanism, the place of delivery, the invoicing location, applicable quality and other contractual requirements, and any applicable trade and logistics terms (including Incoterms, transport and packaging). Open Orders shall be accepted by Supplier in accordance with Section 3.

Unless otherwise stipulated in the SC, any quantities indicated in an Open Order are non-binding forecasts only and do not constitute a purchase obligation of Company. The binding delivery dates and quantities shall be specified in individual delivery call-offs issued by Company in accordance with the Special Conditions ("Delivery Call-offs").

For the purposes of these TCP, the term "Order" includes both Open Orders and Orders, unless expressly stated otherwise.

V. DELIVERY, PERFORMANCE AND DELAY

Supplier acknowledges that on-time delivery of the agreed quantities and delivery of Supplies in accordance with the agreed specifications and of conforming, market-standard and defect-free quality are essential obligations of Supplier.

Supplier shall submit all applicable quality documentation sufficiently in advance to enable Company to review it before the agreed delivery date. Supplier shall ensure that such documentation is complete, accurate and compliant with the requirements of this Agreement and the applicable Order.

Supplier shall not deliver the Products unless and until the Company has approved the applicable quality documentation in writing. Supplier remains responsible for timely delivery and shall not be released from its delivery obligations due to pending approval. This shall not apply to the extent that Company has unreasonably delayed approval despite Supplier having submitted complete and compliant documentation in due time.

Deliveries made without Company's prior approval may be refused and returned at Supplier's cost.

Unless otherwise stated in the Special Conditions, delivery dates, delivery location and delivery times shall be those stated in the Order or in the relevant Delivery Call-off.

Supplier shall immediately inform Company of any event that may delay or otherwise affect timely delivery. Without prejudice to Company's rights to terminate and to claim damages, Company may charge Supplier all reasonable direct or indirect costs caused by late, early, short or excess deliveries, including production downtime at Company or its customers, contractual penalties and special transport costs.

Unless otherwise stated in the Special Conditions, for Open Orders Supplier shall establish and maintain the agreed safety and contingency measures described in the Special Conditions.

If a customer of Company interrupts or stops its production or call-offs, Company shall inform Supplier without undue delay of any resulting interruption or reduction of Company's call-offs from Supplier. In such case, Supplier shall only be entitled to the same notice periods and indemnification as Company receives from its customer. Company shall pass on to Supplier any notice and indemnification it receives, and shall indemnify Supplier only to that extent, subject to Supplier proving its corresponding loss.

VI. ACCEPTANCE OF SUPPLIES

Company may, after prior notice, inspect Products at Supplier's premises before delivery and inspect the performance and progress of Services at any time prior to acceptance. Such inspections do not limit Supplier's warranty or liability.

Unless otherwise stipulated in the Special Conditions, acceptance of Services shall take place upon final completion of the ordered Services on the date specified in the Order.

Company may refuse Supplies, in whole or in part, by written or text-form notice to Supplier in case of more than immaterial non-conformity with the Order or the agreed delivery or performance conditions, including excess quantities or more than immaterial breach of the agreed performance schedule.

Supplier is responsible for understanding and complying with Company's specifications, drawings, quality requirements, instructions and any other contractual or legal requirements applicable to the Supplies. Supplier shall perform and document all inspections, tests and quality controls reasonably required to verify conformity of the Supplies before delivery to Company.

Company's incoming inspection is limited to a reasonable visual and documentary check of the quantity, identity, accompanying documentation and any apparent defects visible upon inspection. Company is not obliged to conduct any functional, laboratory or destructive tests, unless such tests are required in accordance with the ordinary course of Company's business or have been expressly agreed between the parties. Any inspection, tests or use of the Supplies by the Company shall not constitute a a) waiver of rights, b) an acceptance of the Supplies, c) a release of Supplier from its responsibility for the conformity of the Supplies, or d) a limitation of any warranty or liability claims, except to the extent mandatory law provides otherwise.

Company shall notify Supplier of apparent defects as soon as reasonably practicable in the ordinary course of its operations. Hidden defects shall be notified as soon as reasonably practicable after their discovery. Any failure to notify within such period shall not release Supplier from its responsibility for conformity of the Supplies or limit any of Company's rights. Supplier's sole remedy shall be a claim for damages to the extent it proves actual loss directly caused by the delay. The provisions in this Section shall apply in place of Section 377 of the German Commercial Code (HGB) to the extent permitted by mandatory law.

Supplier shall collect refused Products at its own cost and risk within fourteen (14) days after Company's notice of refusal. After that period, Company may, after giving Supplier a final reasonable deadline, return the refused Products to Supplier at Supplier's cost and risk, or, if return is not reasonably possible, dispose of them. Company shall not be liable for such return or disposal except in cases of intent or gross negligence.

The absence of complaints or reservations by Company upon delivery or acceptance and/or payment shall not constitute final acceptance or acknowledgement of the invoiced amount and shall not waive any rights or remedies of Company in respect of defects or non-conformities, including those discovered later.

Company shall not owe any payment for refused Supplies. Company may set off the value of refused Supplies against any invoices issued by Supplier; otherwise, Supplier shall reimburse the corresponding amounts upon Company's first written request.

VII. PRICE, INVOICING AND PAYMENT TERMS

Prices and scope

Unless otherwise agreed in the Special Conditions, the prices for the Supplies ("Prices") are those stated in the Order and are fixed and not subject to revision. Prices are net, exclusive of applicable taxes, and, unless

otherwise agreed in the Special Conditions, apply to Products on a DDP basis to the agreed place of delivery in accordance with Incoterms 2020.

Unless otherwise agreed in the Special Conditions, the Prices cover all Supplies and all costs and expenses necessary for proper performance of the Order, including in particular all costs of packaging, packing, loading, securing and stowage, transport, insurance and risk coverage up to the agreed place of delivery, as well as all services and efforts rendered in connection with the preparation of the offer.

Any increase of the Prices or introduction of additional surcharges shall require Company's prior written consent.

Invoicing, payment terms and default interest

Supplier shall issue invoices no earlier than upon delivery of the Products or acceptance of the Services and each invoice shall relate to one Order. Invoices shall be issued as structured e-invoices in a format compliant with EN 16931 (e.g. XRechnung or ZUGFeRD 2.0.1 or higher) once and to the extent required by mandatory law, otherwise in another customary format. Invoices shall contain all information required by law and all details necessary to identify and verify the Supplies and the applicable Order and shall be sent to the invoicing address specified in the Order. Invoices shall not be enclosed with the delivery. Incomplete or incorrect or non-compliant invoices may be returned by Company and shall not become due until properly reissued.

Unless otherwise agreed in the Special Conditions, Company shall pay undisputed invoice amounts within sixty (60) days following receipt of a proper invoice. Statutory rights of Company in the event of defective performance, set-off or retention remain unaffected.

In the event of default of payment, statutory default interest shall apply.

Set-off

Company may set off any claims it has against Supplier, on whatever legal grounds, against any claims of Supplier against Company. Supplier shall only be entitled to set-off or to exercise a right of retention if and to the extent its counterclaims are undisputed or have been finally adjudicated.

VIII. WARRANTY

Supplier, as a professional in its field, remains fully responsible for its technical decisions and the suitability of the Supplies, irrespective of any support or information provided by Company in connection with the Order.

On Company's request, Supplier shall provide evidence of any quality and certification status required by Company or its customers.

Warranty Content

Supplier warrants that all Supplies provided to Company:

- comply with the Order, applicable specifications, drawings and other defining documents;
- conform to generally accepted industry standards and are free from defects, including as applicable, defects in design, materials and workmanship;
- are suitable, under normal conditions of use specified by Supplier and as applicable Company and/or its customers, for the functions and purposes for which they are intended and provide the safety and reliability that can legitimately be expected;
- comply with all applicable statutory and regulatory requirements in the country of receipt, the country of shipment, and the customer-identified country of destination, if provided, including, for safety-relevant and regulated Products, the specific rules and regulations applicable to such Products; and
- are free from apparent and hidden defects and other non-conformities.

Acceptance of initial samples, pre-series parts, prototypes or Services, as well as any audits or approvals by Company or its customers, shall not release Supplier from its warranty and liability and shall not constitute acceptance of subsequent Supplies.

Scope and Duration of Warranty

Supplier grants Company a contractual warranty in addition to any statutory rights and remedies. This warranty covers all defects and non-conformities of the Supplies.

Unless otherwise stipulated in the Special Conditions, the warranty period is forty-eight (48) months from delivery of the Products or, for Services, from their acceptance by Company. Warranty claims notified within the warranty period shall not be time-barred before expiry of at least twelve (12) months after notification.

Supplier's Obligations in Case of Defects

In the event of any defective or non-conforming Supply, and without prejudice to Company's rights to terminate and to claim damages, Supplier shall, at Company's request and without undue delay:

- repair or replace the defective Products or re-process the defective Services at its own cost; and
- refund or bear all reasonable and documented direct and indirect costs incurred by Company in connection with the defect, including sorting, rework, adequately documented line stoppages, field actions and product recalls (whether initiated by Company, its customers or authorities), as well as additional logistics and administrative costs.

Supplier shall further indemnify and hold harmless Company against all reasonable direct and indirect losses and liabilities (including in respect of bodily injury, property damage and other financial losses) to the extent caused by defective or non-conforming Supplies for which Supplier is responsible.

Supplier shall, upon notification of a defect or quality incident, promptly provide an initial written report in the form requested by Company and, in consultation with Company, implement immediate containment and "quality safeguard" measures (including, where appropriate, 100% sorting or replacement deliveries) in order to avoid or minimise disruption to Company's or its customers' production.

Supplier shall remedy the root cause of any defect or quality incident without undue delay and shall take into account reasonable requests of Company's customers in that regard.

Failure to Perform Warranty Obligations

If Supplier fails to fulfil its warranty obligations or does not remedy a defect or non-conformity within a reasonable period set by Company, Company may, without prejudice to further rights, remedy the defect itself or have it remedied by a third party at Supplier's cost.

IX. PROOF OF ORIGIN OF PRODUCTS

Supplier shall certify the origin of the Products and confirm in writing that the Products comply with all applicable requirements relating to regulated materials and substances and with the relevant standards.

X. COMPLIANCE AND CBAM

Supplier shall comply, and shall ensure that its employees, agents, subcontractors and suppliers comply, with all applicable laws, regulations, codes and governmental requirements relating to the performance of this Agreement. Supplier shall conduct its business in an ethical and responsible manner and shall comply with Company's Supplier Code of Conduct, as amended from time to time and made available to Supplier. Upon request, Supplier shall provide reasonable evidence of its compliance with this clause.

CBAM

Where Supplies are subject to the Carbon Border Adjustment Mechanism (CBAM), Supplier shall provide complete and accurate emissions-related data (including direct and, where required, indirect emissions) in the format and within the deadlines specified by Company or third-party consultancy. Supplier acknowledges that this data will be used for CBAM reporting and commercial decisions and shall promptly correct any errors. Failure to provide compliant data may result in the allocation of resulting costs and regulatory penalties to Supplier.

Remedies

Any breach of this Section, Company's Supplier Code of Conduct or any incorrect or incomplete information shall constitute a material breach and may entitle Company to suspend performance, reject affected goods or services, terminate the Order for cause and claim damages as permitted by law.

XI. LAST TIME BUY OPTION

If Supplier decides to discontinue manufacture of any or all of the Products, then Supplier shall provide Company twelve (12) months written notice of its intent to implement such decision. During the time period commencing on the delivery date of such notice and ending twenty-four (24) months thereafter, Company may continue to issue Orders under the terms of this Agreement, provided that such Orders give at least the customary lead time for delivery for the Products in question and do not substantially exceed the quantities customarily ordered by Company prior to such notice. Except to the extent inconsistent with this Section, all other terms of this Agreement shall apply to such Orders.

XII. INTELLECTUAL PROPERTY RIGHTS

Company material

All drawings, models, specifications and other documents or items provided by Company to Supplier remain the exclusive physical and intellectual property of Company. They may be used by Supplier solely for the purpose of performing the Order and shall be returned to Company without undue delay, without being requested, after completion of the respective Order or earlier upon Company's request. Copies may only be retained to the extent required by mandatory law and shall remain subject to confidentiality.

Ownership and IP in Work Results

"Work Results" means all results that Supplier develops, customizes or adapts specifically for Company under the Order (e.g. studies, designs, drawings, software, prototypes, specific tooling or equipment, documentation). Standard products and services that are not created or customized specifically for Company do not constitute Work Results.

All rights, title and interest in the Work Results, including any intellectual property rights created in the course of performance of the Order, shall vest exclusively in Company. Supplier shall deliver the Work Results to Company.

Unless otherwise agreed in the SC, Prices include the remuneration for the transfer and grant of rights to the Work Results in accordance with this Section.

To the extent intellectual property rights in Work Results do not automatically vest in Company, Supplier hereby grants to Company an exclusive, transferable, sublicensable, irrevocable, worldwide right, unlimited in time and content, to use and exploit the Work Results in any manner, including in particular to reproduce, distribute, display, modify, adapt, translate, process, combine and integrate them into other works and products, for all known and future types of use.

Standard Supplies; Background IP

For standard Supplies and for Supplier's pre-existing intellectual property (Background IP), ownership remains with Supplier. However, Supplier grants to Company, and Company's customers, a non-exclusive, transferable, sublicensable, irrevocable, worldwide right of use to such Background IP, unlimited in time and content, to the extent necessary to use, operate, maintain, repair and further develop the Supplies and Work Results as intended under the Order.

Supplier shall not assert its intellectual property rights against Company insofar as they are necessary for such intended use.

Third-party rights, indemnity and remedies

In performing the Order, Supplier shall not use third-party intellectual property rights without having obtained at its own cost all rights of use required for Company's and its customers' intended use of the Supplies and Work Results.

Supplier shall indemnify and hold Company harmless from and against all claims of third parties based on alleged or actual infringement of intellectual property rights by the Supplies or Work Results, including reasonable legal costs. Company shall inform Supplier without undue delay of such claims. At Company's request, Supplier shall either actively support Company in defending such claims or assume the defense.

If, due to such claims, Company is required to cease using all or part of the Supplies or Work Results, Supplier shall, at its own cost and at Company's choice, without undue delay either (a) procure for Company the right to continue such use, (b) modify the affected Supplies or Work Results so that they no longer infringe third-party rights, or (c) replace them with equivalent, non-infringing Supplies or Work Results, in each case ensuring conformity with the contractual requirements. Supplier shall take back, at its own cost, any affected stocks of infringing Supplies.

XIII. DATA PROTECTION

Supplier shall comply with all applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG) and any other applicable national data protection provisions, when processing personal data in connection with these TCP.

Where Supplier processes personal data on behalf of Company within the meaning of Article 28 GDPR, such processing shall be carried out exclusively on the basis of and in accordance with a separate data processing agreement to be concluded between the parties in advance. Supplier shall process personal data only on Company's documented instructions, implement appropriate technical and organizational measures to protect such data and ensure that persons authorized to process the data are bound by confidentiality.

XIV. CONFIDENTIALITY

Both parties shall treat as strictly confidential all commercial and technical information disclosed by the other party in connection with the Order, in particular specifications, formulae, drawings, plans, know-how, other information, tools or samples and any other data or items provided by Company as well as the results derived therefrom ("Confidential Information"). Each party shall not disclose Confidential Information of the other party to any third party or use it for any purpose other than performance of the Order, and shall ensure that its employees, agents, suppliers and subcontractors are bound by equivalent confidentiality obligations. Confidential Information shall not include information which the receiving party can demonstrate (i) was already lawfully known to it without a confidentiality obligation at the time of disclosure, (ii) is or becomes publicly available without breach of this Section, (iii) is lawfully received from a third party without confidentiality obligation, or (iv) is independently developed without use of the other party's Confidential Information. Disclosure of Confidential Information to a party's affiliated companies, professional advisers,

banks, insurers and, in the case of Company, to its customers, shall be permitted to the extent necessary for performance of the Order, provided that such recipients are subject to confidentiality obligations no less strict than those set out herein.

All Confidential Information and all documents, products, drawings, studies, data, specifications, calculations, tools and other items made available by one party to the other remain the exclusive property of the disclosing party. The receiving party shall safeguard them with due care, mark them as the disclosing party's property where appropriate, and protect them against loss, damage and unauthorised access.

The confidentiality obligations apply during performance of the Order and for a period of three (3) years after its completion. Statutory provisions on the protection of trade and business secrets, in particular the German Trade Secrets Act (GeschGehG) remain unaffected.

Upon completion or termination of the Order, or at any earlier request by the disclosing party, the receiving party shall promptly return to the disclosing party all documents and items provided by that party and all copies thereof, including electronic copies, or, if requested, securely destroy or delete them and confirm such destruction or deletion in writing. Documents that the receiving party must retain due to mandatory legal retention obligations may be kept solely for that purpose and remain subject to confidentiality.

No Order placed by Company under these TCP may be used for advertising or publicity purposes, whether directly or indirectly, without Company's prior written consent.

XV. TRANSFER OF OWNERSHIP AND RISK

Ownership and risk of loss or damage shall pass to Company upon delivery of the Products at the agreed place of delivery, unless otherwise agreed in the Special Conditions. Any retention of title or similar security right of Supplier shall only apply if expressly agreed in writing by Company and shall in any event be limited to a simple retention of title until payment of the purchase price for the respective Products. Supplier shall ensure that its own suppliers do not assert retention of title or similar rights to items incorporated into Products supplied to Company and shall indemnify Company against any related third-party claims.

XVI. INSURANCE

Supplier shall maintain, with a reputable and financially sound insurer, adequate insurance cover appropriate to the nature, risk profile and volume of the Supplies, including commercial general liability, product liability and, where applicable, product recall/withdrawal cost insurance and professional liability/errors and omissions insurance.

Supplier shall provide Company, on request, with current certificates of insurance and evidence of premium payment. The existence and amount of insurance cover shall not limit Supplier's contractual or statutory liability.

Supplier shall ensure that its insurer does not assert recourse claims against Company or Company's insurers to the extent the loss was caused by Supplier and is covered by the insurance.

XVII. FORCE MAJEURE

"Force Majeure Events" are circumstances beyond the reasonable control of the affected party which could not reasonably be foreseen or avoided and which prevent or significantly impair the performance of contractual obligations, such as natural disasters, war, terrorist attacks, epidemics or pandemics, fire, earthquakes, explosions, widespread breakdown of transportation or power, or official measures such as embargoes or export or import restrictions.

The party affected by a Force Majeure Event shall notify the other party without undue delay, describing the event, its expected impact on performance and the measures taken to mitigate such impact. For the duration and to the extent of the impact of the Force Majeure Event, the affected party shall be released from its performance obligations and any related liability, including payment obligations for Supplies not yet provided as a result of the event.

The parties shall, in good faith, adjust their mutual obligations as far as reasonably possible to the changed circumstances. If the Force Majeure Event or its effects persist for more than ninety (90) consecutive days and materially impair Company's interest in the affected Supplies, Company may terminate the affected Order as a whole or in part by written notice.

XVIII. CHANGE IN LAW

If, after acceptance of the Order, mandatory legal provisions or binding official requirements change and directly affect the Supplies (in particular product safety, environmental, export control, sanctions or CBAM rules), Supplier shall promptly inform Company and adjust the Supplies to ensure continued legal compliance. Such adjustments shall be made at no additional cost to Company unless the change in law leads to a significant, demonstrable and permanent cost increase for Supplier; in that case the parties shall, in good faith, discuss an appropriate adjustment of Prices or other terms.

Increases in Supplier's costs (including taxes, duties, raw materials, energy, wages or currency effects) that are not directly caused by a change in law affecting the Supplies, shall not entitle Supplier to adjust Prices or other terms, unless a price adjustment mechanism has been expressly agreed in the Special Conditions.

XIX. TERMINATION

Ordinary termination by Company

Unless otherwise agreed in the SC, Company may terminate any Order or ongoing contractual relationship in whole or in part without cause by written notice (letter or equivalent text form). The notice period shall be three (3) months where the contractual relationship regarding the relevant part has existed for up to five (5) years, and six (6) months where it has existed for more than five (5) years. Any statutory rights of extraordinary termination for cause remain unaffected.

Ordinary termination by Supplier

Unless otherwise agreed in the SC, Supplier may terminate any Order or ongoing contractual relationship in whole or in part without cause by written notice, giving a reasonable notice period in line with normal commercial practice. Where the Order concerns production material, the notice period shall be no less than nine (9) months, and if longer, no less than the time reasonably required for the validation of a replacement product or service by Company's customer. Any statutory rights of extraordinary termination for cause remain unaffected.

Termination in case of change of control

Company has entered into the contractual relationship in consideration of the current ownership and control structure of Supplier. Supplier shall notify Company without undue delay of any change of control, in particular any direct or indirect acquisition of more than 25% of the voting rights, any sale or lease of its business or a comparable transaction. In such case, Company may terminate the contractual relationship regarding the affected Orders by written notice with one (1) month notice period, if the change of control has a material adverse effect on Supplier's ability to perform the Order or on Company's legitimate interests (including, in particular, compliance, quality or confidentiality concerns). Any statutory rights of extraordinary termination for cause remain unaffected.

Termination for breach

Without prejudice to any further claims, Company may terminate any Order in whole or in part for cause by written notice if Supplier materially breaches its obligations under the Order or these TCP and fails to remedy such breach within five (5) Business Days after receipt of a written notice specifying the breach and requesting its remedy. Upon expiry of this period without remedy, termination becomes effective upon receipt of the termination notice by Supplier.

Consequences of termination

The termination of the Agreement, however arising, shall be without prejudice to the rights of Company accrued prior to termination.

Stocks

In the event of termination, Company may, at its discretion, purchase from Supplier all or part of Supplier's stocks of raw materials and finished or semi-finished products specifically allocated to the terminated Orders at the prices agreed in the Order and the relevant price quotation. The quantities and quality shall be determined in joint stocktaking carried out by the parties or an independent expert.

Last-Time buy option

During the time period commencing on the date either Party terminates this Agreement and ending twenty-four (24) months thereafter, Company may continue to issue Orders under the terms of this Agreement, provided that such Orders give at least the customary lead time for delivery for the Products in question and do not substantially exceed the quantities customarily ordered by Company prior to such notice. To this end, the rights and obligations under this Agreement shall remain in effect until expiry of the Last-Time buy option.

XX. OTHER CONDITIONS

SUBCONTRACTING AND ASSIGNMENT

Supplier may subcontract its contractual obligations to third parties only with the prior written consent of Company. Even in the case of permitted subcontracting, Supplier remains solely responsible towards Company for proper performance of the Order.

The assignment of claims against Company is excluded without Company's prior written consent; mandatory statutory provisions, in particular Section 354a of the German Commercial Code (HGB), remain unaffected.

Any relocation or transfer of production sites as well as any change of subcontractors requires Company's prior written consent.

DUTY TO PROVIDE ADVICE AND INFORMATION

Supplier shall inform and advise Company on all matters essential for the proper storage, integration and use of the Supplies. Supplier shall review the specifications for suitability and completeness, inform Company without undue delay of any non-conformity of the specifications with applicable mandatory laws and regulations in the countries of sale named in the specifications, propose reasonable modifications to improve the quality or cost of the Supplies, and point out any identifiable risks of quality shortfalls or failure to meet Company's requirements.

Any changes to the agreed specifications or to the manufacturing or service provision process, including any changes to the Product or process within the meaning of IATF 16949, require Company's prior written consent and shall not be implemented without such consent.

If, after delivery, Supplier becomes aware of a defect in the Supplies or a risk that a defect may occur, it shall inform Company without undue delay and submit an appropriate action plan to remedy or prevent such defect. Supplier remains solely responsible towards public authorities and Company's customers for declared or incipient defects in the Supplies.

SEVERABILITY

If any provision of these TCP is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic purpose of the original provision and complies with applicable law.

WRITTEN AMENDMENTS

Amendments and supplements to these TCP must be made in writing and signed by duly authorized representatives of each party. For Company, two authorized signatures are required. This also applies to any waiver of this written form requirement.

NO WAIVER

The failure of a party to exercise or enforce any right or provision of these TCP shall not constitute a waiver of such right or provision and shall not affect its enforceability at a later time.

AUDIT

Company shall be entitled, upon reasonable prior notice and during normal business hours, to carry out or have carried out audits at Supplier to verify Supplier's compliance with the Order, including in particular with respect to quality, capacity, logistics, environmental, social, compliance and pricing obligations. For this purpose, Supplier shall grant Company and its representatives reasonable access to the relevant business premises, production facilities, systems and records, and other documents relating to the Supplies, and shall provide appropriate support by qualified personnel. Supplier shall provide appropriate summaries or excerpts of financial information instead of unrestricted access to its general accounts and tax records, unless broader access is reasonably required in the individual case.

Supplier may take appropriate measures to protect its trade and business secrets and confidentiality obligations towards third parties.

Requested documents shall be provided without undue delay, and in any event within fifteen (15) days after Company's request, unless a longer period is reasonably necessary.

XXI. JURISDICTION - GOVERNING LAW

The parties will endeavor to resolve amicably any dispute arising out of or in connection with an Order.

All matters arising out of or in connection with the Order shall be governed exclusively by the substantive laws of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising out of or in connection with the Order, including any dispute regarding its existence, validity or interpretation, shall be submitted to the exclusive jurisdiction of the competent courts at the registered office of Company.

For urgent measures, in particular interim relief, summary proceedings and any proceedings involving third-party notices or multiple defendants, the courts at the registered office of Company shall likewise have exclusive jurisdiction.