

General Terms and Conditions of Purchase of SCHWÄBISCHE HÜTTENWERKE AUTOMOTIVE GMBH ("CLIENT") Stiewingstraße 111, 73433 Aalen and its affiliated companies according to § 15 AktG (German Stock Corporation Act)

1. Governing Conditions

- 1.1 The legal relationships between the client and the provider of deliveries and / or services ("contractor") are based exclusively on these GPC. Changes and additions must be made in writing to be effective. This also applies to a waiver of the written form requirement. Section 127 (2) and (3) of the German Civil Code ("BGB") apply.
- 1.2 The client hereby contradicts counter-confirmations, counter-offers or other references by the contractor with reference to his terms and conditions; Deviating conditions of the contractor only apply if this has been confirmed in writing by the client.
- 1.3 The Contractor undertakes to comply with the Code of Conduct of SHW in the respective current version (available at: www.pankl.com/en/code-of-conduct/) and also to oblige its sub-suppliers/subcontractors to comply with the principles and requirements defined in the Code of Conduct. SHW reserves the right to verify compliance with the Code of Conduct.
- 1.4 The Contractor undertakes to comply with the requirements of the German Supply Chain Sourcing Obligations Act (Lieferkettensorgfaltspflichtengesetz - LkSG) in connection with the provision of supplies and/or services to SHW and to ensure that they are also complied with along its supply chain.

2. Purchase order

- 2.1 Contracts (order and acceptance) including delivery schedules as well as changes and additions to them must be made in writing to be effective; the latter also applies to a waiver of the written form requirement; Clause 1.1, last sentence, the GPC apply accordingly. For organizational reasons, however, order confirmations must be declared on the forms attached to the orders. Any necessary additions can be made to these forms. Delivery requests can also be made by remote data transmission.
- 2.2 If the contractor does not accept the order within two (2) weeks of receipt, the client is entitled to revoke it. Delivery schedules are binding at the latest if the contractor does not object within one (1) week of receipt.
- 2.3 The client can, as far as this is reasonable and technically possible, demand changes to the service and / or delivery item, including in construction and execution. The effects, in particular with regard to the additional and reduced costs as well as the performance and / or delivery dates, are to be regulated appropriately by mutual agreement.

3. Payment

- 3.1 Unless otherwise agreed in writing, payment shall be made within 14 days from the provision of the service and invoice with a three (3) percent discount or within 90 days, calculated from the provision of the service and receipt of the invoice, net. In the case of early acceptance of services and / or deliveries, the due date is based on the agreed service and / or delivery date.
- 3.2 In the event of a faulty service and / or delivery, the customer is entitled to withhold payment in proportion to the value until proper fulfillment.
- 3.3 The contractor is not entitled to assign his claims against him or to have them collected by third parties without the prior written consent of the client, which may not be unreasonably refused. If there is an extended reservation of title, consent is deemed to have been given.

4. Notification of defects

- 4.1 The contractor maintains an effective quality management system in accordance with the IATF 16949 regulations or DIN EN ISO 9001, VDA 6.1 or QS 9000. The outgoing goods inspection, in particular the necessary dimensional and functional tests for products, is carried out exclusively by the contractor.
- 4.2 The customer shall only inspect incoming goods with regard to externally recognizable damage and externally recognizable deviations in identity and quantity. The client will report such defects immediately. Furthermore, the client complains about defects as soon as they are found in the normal course of business. In this respect, the contractor waives the objection of late notification of defects.

5. Confidentiality

- 5.1 The contractual partners - each for himself - undertake to keep all information made mutually accessible, in particular non-public commercial and technical details that become known to them through the business relationship, as well as information about production equipment in accordance with Section 14.1 of the General Terms and Conditions, strictly confidential to be treated as a company or business secret. Confidential information according to the previous sentence may only be used by the receiving contracting party for the purpose of executing the contract; Use for other purposes is strictly prohibited. The obligations under this Section 5.1 of the GPC continue to apply after the contract has ended, until confidential information loses its character as a trade or business secret, in particular due to the passage of time or if it becomes known to the general public.
- 5.2 Subcontractors are to be obliged accordingly.
- 5.3 The contractual partners may only advertise their business relationship with the prior written consent of the other party.

6. Performance and / or delivery dates and deadlines - delay in delivery

- 6.1 Agreed dates and deadlines are binding. The provision of the service and / or the receipt of the goods by the client is decisive for compliance with the service and / or delivery date or the service and / or delivery period. The contractor must provide the service and / delivery in good time, taking into account the usual time for loading and shipping of goods.
- 6.2 The contractor is obliged to notify the client immediately of any impending or actual non-compliance with a service and / or delivery date, their causes and the expected duration of the delay. The occurrence of the debtor's default remains unaffected.
- 6.3 In the event of default by the contractor, the client is entitled to claim compensation for default (flat-rate compensation). For each commenced calendar day of the delay, it amounts to 0.15% of the gross order value, but not more than 10% in total; the contractor is not liable if and insofar as he is not responsible for the breach of duty. The contractor has the right to prove to the client that no damage or significantly less damage has occurred as a result of the delay. We reserve the right to make further claims by the client, regardless of the legal basis.

7. Force Majeure

Force majeure, labor disputes, unrest, official measures and other unforeseeable, inevitable and serious events release the contractual partners from their performance obligations for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a point in time when the contractual partner concerned is in default. The contractual partners are obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

8. Quality, Documentation, Environmental Protection and Transport

- 8.1 The contractor must comply with the recognized rules of technology, the safety regulations and the agreed technical data for his services. Changes to the service and / or delivery item require the prior written consent of the client. The manner of cooperation in the quality sector, such as initial sampling

and documentation, is bindingly regulated in the agreement on quality assurance of deliveries, unless other-wise expressly agreed.

- 8.2 The contractor will inform the client about the possibilities of quality, energy efficiency or environmental protection improvements. Furthermore, the contractor will receive information on relevant safety regulations from the client on request.
- 8.3 The contractor must also comply with the VDA publication "Parts subject to mandatory documentation at automobile manufacturers and their suppliers - implementation of documentation", Frankfurt am Main (current edition). In particular in the case of the technical documents or by separate agreement, especially motor vehicle parts marked with a "D", the contractor must also record in special records when, in which way and by whom the delivery items have been checked with regard to the features requiring documentation, and which ones Results have shown the required quality tests. The test documents are to be kept for 20 years and presented to the client if required. The contractor has to oblige subcontractors to the same extent to the extent permitted by law.
- 8.4 Insofar as the competent authorities that require vehicle safety, emissions regulations or an insight into the production process and the test documents of the client, the contractor declares itself ready at the request of the client to grant them the same rights in his company and to provide all reasonable support.
- 8.5 The contractor is requested to take note of the client's environmental and energy policy and to promote it in the context of the contractual relationship. The client points out that the energetic performance or the energy efficiency class (if available) is used as a selection criterion for goods of any kind.
- 8.6 The contractor complies with all relevant legal and regulatory requirements, as well as the requirements from environmental and energy management. In particular, the contractor complies with the applicable statutory regulations of the European Union and the Federal Republic of Germany, e.g. the REACH regulation (Regulation EC No. 1907/2006), the law on the return and environmentally friendly disposal of electrical and electronic equipment (ElektroG), as well as the end-of-life vehicle regulation. Hazardous substances must be packaged and labeled in accordance with the applicable laws, the latest versions of the safety data sheets must be included. Likewise, dangerous goods must be packed, labeled and transported in accordance with the applicable laws of the respective countries (including transit countries). Unless otherwise agreed, the CE mark must be clearly visible; the declaration of conformity and the hazard analysis must be supplied.
- 8.7 The contractor will immediately inform the client about relevant changes to the goods, their ability to be delivered, possible use or quality caused by legal regulations, in particular the REACH regulation, and coordinate suitable measures with the client in individual cases. The same applies as soon as and to the extent that the contractor recognizes or should have recognized that such changes could occur.
- 8.8 The contractor will immediately provide the client with all information that the client needs at his own discretion so that he can comply with the applicable domestic and foreign legal requirements relating to conflict minerals, e.g. Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as any EU legislative measures and / or measures based on them, e.g. requests for information (including those from the client's customers), to the necessary extent; For this purpose, the client can also request the contractor to coordinate and implement suitable measures in individual cases. Section 8.7 sentence 2 of the GPC applies accordingly.
- 8.9 Packaging should always be recyclable, reusable packaging and made from environmentally friendly materials. Packaging should be made without CFC, chlorine-free, chemically inactive, groundwater-neutral and non-toxic when burned. The packaging is marked with recognized recycling symbols, such as RESY or fabric symbols such as PE, to be identified. The contractor is obliged to dispose of his waste, packaging, etc. independently and free of charge for the client. If he does not comply with this agreement, the client will carry out the disposal at the contractor's expense without setting a further deadline.

9. Liability for defects and other liability

- 9.1 The client is entitled to the statutory claims for defects without restriction. The limitation period is 36 months, calculated from the transfer of risk.
- 9.2 In addition, the contractor is liable according to the statutory provisions, without this liability being limited or excluded in terms of reason or amount.
- 9.3 A payment by the client does not mean that he accepts the delivery and / or service as being in accordance with the contract or free of defects.
- 9.4 The client's consent to technical documents and / or calculations by the contractor does not affect the contractor's liability for defects.

10. Product Liability and Recall

- 10.1 If and to the extent that a third party has a claim against the client and / or a company affiliated with the client that arises from the manufacture, delivery, storage or use of the delivered goods, the contractor is obliged to exempt the client from such claims if the damage was caused by a defect in the subject of the contract delivered by the contractor. In cases of fault-based liability, however, this only applies if and to the extent that the contractor is at fault in accordance with Section 280 (1) sentence 2 BGB. If the cause of the damage is the responsibility of the contractor, he bears the burden of proof.
- 10.2 In these cases, the contractor assumes all costs and expenses, including the costs of any legal prosecution or recall campaign. Otherwise, the statutory provisions apply.
- 10.3 The obligation to indemnify and reimburse does not apply if the underlying event is demonstrably based on grossly negligent or willful behavior on the part of the client or one of his employees, representatives, vicarious agents or companies affiliated with the client.

11. Execution of work

Persons who carry out work on the factory premises in fulfillment of the contract must observe the provisions of the respective plant regulations. Liability for accidents that occur to these persons on the factory premises is excluded, unless this was caused by an intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

12. Transfer of Risk

- 12.1 Unless otherwise agreed in writing, delivery must be free domicile.
- 12.2 The contractor is obliged to state the exact order number of the customer and the day of the order on all shipping documents and delivery notes. If partial or residual deliveries are made, this must be pointed out. If the contractor fails to provide information and advice, delays in processing are inevitable for which the client is not responsible.

13. Client's right of use, indemnification for infringement of property rights

- 13.1 The contractor grants the client the non-exclusive, transferable, spatially and temporally unlimited right to use the deliveries and / or services (also in part) of the contractor, to integrate them into other products and to sell them worldwide. The contractor undertakes not to assert any proprietary rights against any use of the deliveries and / or services.
- 13.2 The contractor is liable for claims that result from the violation of property rights and property rights registrations (property rights) when the delivery items are used in accordance with the contract, at least one of which is based on the property right family, either in the home country of the contractor, by the European patent office or in one of the states China, Federal Republic, Germany, France, Great Britain, Austria or the USA is published. Section 280 (1) sentence 2 and 254 BGB remain unaffected. In the case of the provision of services, section 13.2, sub-paragraph 1 of these GPC shall apply with the proviso that, in terms of content, if used in accordance with the contract, there is an infringement of commercial property rights and / or third-party know-how that cannot be protected by property rights, but

without spatial limitation.

- 13.3 The contractor releases the client and buyer from all claims arising from the use of such property rights. Section 280 (1) sentence 2 and 254 BGB remain unaffected.
- 13.4 This does not apply if the contractor has produced according to drawings, models or other equivalent descriptions or information provided by the customer and does not know or does not need to know in connection with the products developed by him that this infringes industrial property rights will.
- 13.5 The contractual partners undertake to inform themselves immediately of any risks of injury and alleged cases of injury that become known and to give themselves the opportunity to mutually counteract such claims.

14. Production equipment, development services

- 14.1 Models, matrices, stencils, samples, tools, data models, software and other means of production that belong to the client and are made available to the contractor or the costs of which the client makes a significant contribution may only be used to fulfill the respective contract with the client be used. The reproduction of such objects is only permitted within the framework of operational requirements and copyright provisions.
- 14.2 Order-related manufacturing equipment that is manufactured or procured by the contractor at the expense of the customer shall become the property of the customer after payment. The contractor stores the production equipment for the client.
- 14.3 Materials and parts provided by the customer remain his property and must be stored, labeled and managed separately free of charge. Materials and parts provided may only be used as intended. The processing of materials and the assembly of parts is carried out for the client. It is agreed that the client is co-owner of the products manufactured using our materials and / or parts in the ratio of the value of the provision to the value of the entire product, which the contractor will keep for the client.
- 14.4 Insofar as the client pays the contractor's development services through a one-off payment, apportionment on the part price or in any other way, the contractor shall grant the client copyright-protected results in connection with the development and the provision of services and / or delivery to the client (e.g. drafts, drawings, sketches, layouts, breaks, plans, construction data, information) a non-exclusive, irrevocable, transferable right, unlimited in time, place and content, to use or change these results in any way free of charge, edit and distribute.
- 14.5 Section 5.2 of the GPC applies accordingly.

15. Insurance

The contractor has taken out an appropriate pecuniary damage liability insurance as well as sufficient product and vehicle recall cost insurance and will maintain this and provide evidence to the client at any time upon request. The insurance in accordance with the preceding sentence must cover all companies affiliated with the contractor, insofar as they are concerned with a delivery and / or service that is based on or in connection with a contract between the parties.

16. Factory tour

Insofar as the client or his customer so wishes, the client or the customer - each for himself - is entitled, after prior notification of an appointment, to have access to the contractor's production facility within business hours in order to carry out a service and / or to inspect or check the manufacture of the contractual products. The right of access and inspection also applies to all other business premises of the contractor, equipment and documents relating to the provision of services and / or manufacture, storage and transport of the contractual products as well as all related components and contractual products prior to their delivery to the client. The client or the customer can have such an inspection carried out - at their own expense - by an independent third party.

17. Software

- 17.1 The contractor shall provide the client with the number of copies of the software required to exercise the contractually agreed rights of use and exploitation in machine-readable form, either on a data carrier customary at the time or by remote data transmission. The client receives the documentation as an electronic document in English or German and a copy of the user manual for the standard software as an electronic document in English or German; the documentation and the user manual must describe the functionalities of the software in such a way that they can be used by a technically qualified user with appropriate prior knowledge.
- 17.2 In the case of software developed individually for the client, the source code with manufacturer documentation is to be provided.
- 17.3 The contractor procures and grants the client an irrevocable, exclusive, spatially and temporally unlimited right of use for any known type of use, including the right to rework, for the software developed for him and the associated documentation and parts thereof and for all other performance results. Duplication, modification, expansion and granting of simple rights of use to third parties.
- 17.4 If the acquisition of a right of use in accordance with Section 17.3 of these GPC is invariably opposed to third-party rights to third-party programs included in the deliveries and / or services or other third-party service results, the contractor and the client shall appropriately contractually agree the scope of the client's right of use.
- 17.5 The contractor is not permitted to reproduce, edit or otherwise use the performance results developed for the client, in whole or in part. The contractor's ownership of its existing industrial property rights remains unaffected.
- 17.6 The contractor is not entitled to publish any performance results created for the client - even in part.
- 17.7 The contractor procures and / or grants the client the non-exclusive, transferable, spatially and temporally unlimited right to use and copy the delivered software for integration into other products or to use it by affiliated companies and distributors of the client and to have copied.
- 17.8 The contractor procures and / or grants the client the non-exclusive, transferable, spatially and temporally unlimited right to license the rights of use according to Sections 17.3 and 17.7 of these GPC to affiliated companies, end customers and distributors and to grant other rights of use.
- 17.9 If the procurement and granting of one of the rights mentioned in Sections 17.3, 17.7 and 17.8 of these GPC is not legally possible, the contractor must inform the client in writing before the contract is concluded. The contractor must also explain the reasons why the procurement and the granting of the right are not legally possible.
- 17.10 If standard software is provided for a fee, the client receives, depending on the contract, the unlimited or limited, non-exclusive, spatially unlimited and non-transferable right to use the standard software for his own purposes, to reproduce, edit and decompile it.
The right to reproduce the standard software is limited to the installation of the standard software on a computer system in the direct possession of the client for the fulfillment of the intended use and to a reproduction which is necessary for loading, displaying, running, transferring and saving the standard software as well as the right to make a backup copy of the licensed object by a person authorized to do so in accordance with Section 69 d (2) UrhG.
The right to edit the standard software is limited to maintaining or restoring the agreed functionality of the standard software.
The right to decompile the standard software is only granted under the condition of § 69e Paragraph 1 No. 1 to 3 UrhG and within the framework of § 69e Paragraph 2 No. 1 to 3 UrhG.
- 17.11 The contractor guarantees that no part of the software delivered to the client contains a malicious program at the time of delivery that would be intended or suitable (i) to enable the contractor or a third party to access the client's computer systems not authorized by the client, (ii) Reading, writing,

copying, changing, damaging or deleting software or data on the client's computer systems without his consent, or
(iii) triggering other unauthorized processes with, on or in his computer systems.

18. Data Protection and Information Security

- 18.1 SUPPLIER undertakes to take notice and to comply with the most recent version of any data protection regulations, especially the rules of the EU-GDPR, as far as applicable to SUPPLIER.
- 18.2 SUPPLIER undertakes to educate and train all employees and sub-suppliers / subcontractors with regards to the relevant data protection regulations and to appropriately oblige them to data confidentiality. SUPPLIER undertakes specially to take measures to assure data protection through privacy by design and privacy settings by default.
- 18.3 SUPPLIER undertakes to support SHW in any events relevant for data protection in connection with deliveries and / or services applying these Purchasing Conditions. If SUPPLIER handles personal data of SHW as processor, it shall do so exclusively based on SHW's instructions and shall conclude a separate data processing agreement in accordance with Article 28, Paragraph 3 of the EU-GDPR.
- 18.4 SUPPLIER assures explicitly to implement and maintain appropriate technical, organizational, and other protective measures to safeguard orderly protection of all SHW's information and data. This includes among other things that SUPPLIER shall not transfer any confidential information which SUPPLIER receives by SHW to any laptop computer or any portable storage media, which can be removed from SUPPLIER's premises, except such data is encrypted and such data is stored on the portable storage media only to allow safeguarding of such data outside SUPPLIER's premises.
- 18.5 SUPPLIER shall use reasonable efforts to prevent the loss or theft of passwords as well as the unauthorized access or use of SHW's data or information. SUPPLIER shall notify SHW immediately about any type of password loss or theft or any type of unauthorized access or use of SHW's data or information. SUPPLIER shall utilize protective measures and physical security procedures with regards to access and privacy of SHW's confidential information and data, which at least represent the industry standard for such premises and which assure appropriate technical and organizational protection against unintended or unlawful loss or modification, unauthorized disclosure or access of SHW's confidential information or data. SUPPLIER assures that it utilizes processes and security procedures to keep its information systems free from viruses and similar defaults.
- 18.6 SUPPLIER undertakes to notify SHW immediately, but in any case, within 24 hours after detection, of any cybersecurity event relating to SHW's information or data. SUPPLIER shall provide to SHW any relevant information in this respect and shall make any reasonable efforts to restrict any adverse impacts and to minimize as much as possible the risk of the occurrence of future cybersecurity events.
- 18.7 SUPPLIER shall hold harmless and indemnify SHW with regards to any liability, especially losses and damages due to information or cybersecurity events within SUPPLIER's information systems. Late payments caused by a cybersecurity event at SUPPLIER's systems which refer to SUPPLIER's deliveries and / or services shall not constitute a default in payment.
- 18.8 SHW shall be entitled to demand evidence regarding the operation of an information security system which provides a security level which is adequate for the type of data or its protection need. Where appropriate, SHW shall have the right to audit the compliance with the required security level on site after appropriate prior notice.

19. General provisions

- 19.1 If one of the contractual partners suspends its payments or if a judicial or extrajudicial settlement procedure is applied for, the other is entitled to withdraw from the non-fulfilled part of the contract. The same applies if and to the extent that the financial circumstances of a contracting party deteriorate significantly.
- 19.2 If and to the extent that a provision of this contract is wholly or partially ineffective or unenforceable, this shall not affect the effectiveness and enforceability of the remaining provisions of this contract. An ineffective regulation will be replaced by the applicable statutory law; an unenforceable provision is to be viewed as being replaced by the enforceable provision which, as far as legally permissible, comes closest to the purpose pursued by the unenforceable provision. Sentence 1 and sentence 2, last half-sentence, apply accordingly to unintentional contractual loopholes.
- 19.3 German law applies to this contract to the exclusion of (German) international private law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.
- 19.4 The place of performance for all obligations of the contractor from or in connection with the contract is the seat of the ordering branch.
- 19.5 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the District Court of Ellwangen (Germany).