

## AUTONEUM GENERAL TERMS AND CONDITIONS OF PURCHASE – EUROPE

(Edition: February 2024)

### I. SCOPE

1. These General Terms and Conditions of Purchase (the “**Terms and Conditions**”) apply to each order and/or scheduling agreement and all other forms of agreements (each an “**Order**”) with regard to the supply of goods or materials and/or the performance of services (collectively the “**Goods**”) by the “**Supplier**” to any Autoneum Affiliates with registered seat in the European Union, the UK or Switzerland (each individually the “**Purchaser**”). Supplier and Purchaser are jointly referred to as the “**Parties**” and individually as a “**Party**”.

“**Affiliate**” shall mean any entity, that is controlling, controlled by or under common control of a Party; control meaning the direct or indirect ownership of fifty percent (50%) or more of the equity interest in an entity or the ability to control the decisions of such entity through the exercise of voting rights.

2. Any additional or different terms proposed by the Supplier, in particular any Supplier general terms and conditions, are not applicable and expressly rejected by the Purchaser, even if (1) the Supplier refers to such terms and conditions in its offer, any counteroffer or otherwise at any time during the contractual relationship and/or (2) they are not rejected explicitly by the Purchaser in each individual case.

### II. CONTRACT CONCLUSION

1. The Supplier will be deemed to have accepted a Contract as defined below, and any individual Order, when any of the following occurs: The Supplier (1) accepted an Order electronically, by facsimile or by EDI, (2) otherwise indicates its acceptance, expressly or impliedly, or (3) starts with the fulfilment of the Order.

2. The below listed documents, as amended from time to time, form an integral part of every Order and apply to the contractual relationship between the Parties, whereas in the event of a conflict between them, the documents, as applicable, shall apply in the following order:

- the respective Order;
- PPAP Part Submission Warrant (PSW);
- Autoneum’s Purchased Part Specification (PPS);
- Autoneum’s Logistic Data Sheet (LDS);
- these Terms and Conditions, except to the extent a valid Purchase Framework Agreement is in place between a Purchaser and the Supplier, in which case such shall be deemed to replace these Terms and Conditions;
- Autoneum’s Supplier Quality Manual;
- Autoneum’s Supplier Logistic Manual;
- Autoneum Tooling Safety Specification;
- Autoneum Machinery Safety Specification, including its Appendix;
- the Supplier Nomination Letter;
- Autoneum’s Code of Conduct for Suppliers;
- Autoneum’s 3rd Party Due Diligence Manual; and

- any further documents specifically incorporated by reference in the Order, including without limitation, specifications, drawings, requirements of Purchaser's customer, quality requirements, delivery call-ups or similar documents issued by Purchaser to Supplier;

collectively all together the “**Contract Documents**”, will become a binding contract between the Purchaser and the Supplier (the “**Contract**”). The Contract Documents may also be validly exchanged by facsimile, electronically or by EDI. The Supplier is obliged to draw attention to any deviations of the order acceptance compared to the Order and such are only accepted if the Purchaser explicitly confirms so in writing.

If not available to the Supplier, the above documents can be downloaded in Autoneum's [Supplier Portal](#), under <https://purchasing.autoneum.com> (Section Corporate and Business Group Europe) and/or may be provided to the Supplier following request.

3. For the avoidance of doubt, the Supplier is not permitted to reject Orders, including respective delivery call-ups thereunder, as long as they reflect the Contract conditions separately agreed (such agreed Contract conditions may include, but may not be limited to, the correct price, delivery lead times, are placed during the indicated vehicle program length, within the agreed capacity requirements and forecast, etc.). This also applies during any dispute between the Parties, unless such Order has been terminated for Purchaser's breach by Supplier pursuant to these Terms and Conditions.

4. The Purchaser may demand amendments of the Contract and/or any individual Order in any respect including, but not limited to quantity, specifications, delivery, terms, quality and/or packaging at any time. In this case the consequences, especially with respect to additional costs or reduction of costs, as well as with respect to delivery dates, are to be agreed by the Parties mutually in writing.

The content of a change order shall be deemed to be agreed if the Supplier does not reject the change order in writing within seven (7) calendar days of the date of the change order.

### III. FORECAST QUANTITIES

1. Forecast quantities set forth in the Order or otherwise communicated by the Purchaser to the Supplier are not binding, nor do they oblige the Purchaser to purchase any quantities during the term of the Contract. The forecast quantities will be reviewed periodically by the Purchaser and adjusted if necessary.

2. Only Purchaser's daily, weekly or monthly delivery call-ups based on the Order are relevant for any purchase obligation. Unless otherwise expressly stated in the Order, or otherwise explicitly agreed in writing between the Parties, the Supplier shall not make any commitments for raw materials or other inventory or manufacture Goods in advance of the time necessary to ensure on-time delivery.

3. The Supplier acknowledges that the automotive industry is characterized by high volatility and Supplier represents and warrants that it has the operational and financial capability to manage such volatility and undertakes to use its best efforts to make deliveries in accordance with Purchaser's Orders and maintain production and delivery capacity in accordance with Purchaser's forecasts, even where such forecasts and/or Orders, including delivery call-ups, are modified. Therefore, forecasts of production volumes or length of a vehicle program as set out in the Supplier Nomination Letter or otherwise, whether from the Purchaser or Purchaser's customer, are subject to change from time to time, with or without notice to the Supplier and may be amended by Purchaser at any time.

### IV. DELIVERY, TRANSFER OF RISK, TRANSFER OF TITLE, INSPECTION

1. The Supplier shall follow the requirements specified in Autoneum's Supplier Logistic Manual and routing instructions defined by the Purchaser. In the event of non-compliance with said instructions the Supplier shall bear the excess transportation and other costs.
2. Delivery of Goods shall be performed DAP (pursuant to the Incoterms of the ICC, 2020 Edition) to the agreed place of delivery, if not agreed otherwise in writing. Goods which comprise services are to be performed at the Purchaser's business premises, unless otherwise agreed or not in line with the nature of the services to be provided.
3. The Supplier ensures professional and faultless packaging according to the Purchaser's Supplier Logistic Manual and guarantees to follow the marking and labelling instructions and specifications of the Purchaser. The Supplier is liable for all damages as a result of inadequate or unsuitable packaging as result of non-observance of the Supplier Logistic Manual and/or any instructions provided in the Logistic Data Sheet (LDS).
4. Unless otherwise expressly agreed, the Purchaser may at any time upon written notice change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Supplier to a modification of the price of Goods covered by the concerned Order and/or to claim any additional costs.
5. If the Supplier is responsible for set-up or installation, the Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances.
6. Time is of the essence for delivery, quality and quantity of each Order. The Supplier shall immediately notify the Purchaser in writing if the Supplier is unable to perform the services or deliver the Goods in the quantities and on the dates as specified in the Order and/or related call-ups, and the Purchaser may require a more expeditious method of transportation of the Goods as originally specified. The Supplier shall ship the Goods as expeditiously as possible at the Supplier's sole costs. The Supplier, at its expense, shall use its best effort to mitigate any adverse effect or cost to the Purchaser due to any actual or potential delay, including the implementation of a production contingency plan.
7. The Supplier undertakes to monitor the purchasing situation for critical components (raw material, production equipment, etc.). Any problems which may delay the supply of the Goods must be reported by the Supplier to the Purchaser immediately and in writing. The aforesaid shall, however, under no circumstances, release the Supplier from its on-time delivery obligations.
8. If the Supplier fails to deliver any Goods by the agreed delivery date, the Supplier is considered in delay and in breach of the Contract immediately and without reminder, except in cases of force majeure. The Purchaser may choose, without limiting or affecting its other rights or remedies available under the Contract or at law, to waive performance or a part thereof or to withdraw from the Order. Goods received beyond the agreed delivery date may be returned to the Supplier at the Supplier's risk and costs. In case of delay, the Supplier shall indemnify and hold harmless the Purchaser for all losses and damages caused by such delay, including, without limitation, handling charges, expediting costs, the costs for any line shutdown and standstill costs at Purchaser or Purchaser's customer, the costs of obtaining the Goods from an alternate source and/or any costs or damages charged to Purchaser by Purchaser's customer as a result of Supplier's delay.
9. Notwithstanding the Purchaser withdrawing from performance or a part thereof in accordance with clause IV paragraph 8, the Supplier is not released from its remaining delivery obligations under any Contract, unless specifically cancelled by the Purchaser.

10. Unless otherwise specified in the Order, ownership of the Goods is transferred at the date of delivery of such Goods by the Supplier. The Supplier acknowledges that the Purchaser is the sole owner of all samples, models, prototypes and tooling produced by the Supplier for the performance of the Order. No reservation of title clause proposed by the Supplier shall be effective against the Purchaser. The Supplier will further ensure that no such title reservations are asserted by its sub-suppliers and/or subcontractors ("**Sub-Suppliers**").

## **V. PRICE AND PAYMENT**

1. The Supplier shall sell the Goods to the Purchaser, in such quantities as were ordered by the Purchaser, at the price agreed by the Purchaser and reflected in the Order.

For the avoidance of doubt and unless otherwise agreed in writing between the Parties, the prices are not subject to any kind of increase, including, but not limited to changes in raw material or other production costs like energy or labor or inflation adaptations.

For Goods purchased as material for Purchaser's production, the prices are regarded as fixed at least for the length of the Purchaser's customer's vehicle program, for which the Supplier has been awarded as set out in the respective Nomination Letter and/or the Order plus an additional period of three (3) years from end of serial production of Purchaser's customer's vehicle program.

If not otherwise agreed in writing, prices include packaging and development cost as well as all taxes (except VAT). Costs of shipping, insurance, customs clearance and customs duty are subject to the agreed Incoterms.

2. Any requests for price adjustments must be submitted by the Supplier at least six (6) months prior to the requested date of implementation. Such request must be accompanied by reasonable evidence substantiating the actual increase in Supplier's cost. Price adjustments are only valid if expressly accepted by the Purchaser in writing. Invoices reflecting such price adjustments must not be sent prior to acceptance by Purchaser.

3. If not otherwise set out in the Order, the Goods may be invoiced by the Supplier not earlier than upon receipt at Purchaser's seat/manufacturing location. Except as otherwise set out in the Order, payments are effected within sixty (60) calendar days from receipt of the relevant and correct invoice, subject to receipt of a complete and/or undamaged delivery. Payment remittances shall be made by bank transfer. Invoices failing to meet Purchaser's and/or legal requirements will be rejected. The payment period will start anew from the date of issue of the corrected invoice.

4. In case of defective deliveries, the Purchaser shall be entitled to withhold payment pro rata to the value of the defective Goods until such Goods have been either replaced or repaired.

5. In the event the Purchaser withdraws from the Order due to delay or defective deliveries, the Purchaser is entitled to issue a debit note in the amount of the price invoiced by the Supplier and of the damages to be borne by the Supplier according to the Contract and/or according to applicable law.

6. Without previous written consent of the Purchaser, the Supplier shall not be entitled to assign receivables or claims to third parties or to have such receivables or claims collected by third parties.

## **VI. OFFSETTING**

1. In addition to any right of set off provided by applicable law, the Purchaser may set off and recoup against the Purchaser's and/or its Affiliates' accounts payable to the Supplier or any of its Affiliates,

unless prohibited by applicable law, any amounts for which the Purchaser determines in good faith that the Supplier or any of its Affiliates is liable for under any Order or any other agreement with the Supplier or any of its Affiliates. The Purchaser may do so after prior written notice to the Supplier.

2. The Purchaser will be presumed to have acted in good faith if it has a commercially reasonable basis for believing that the Supplier or any of its Affiliates is liable for the amount of the debit. A debit may include charges of the Purchaser's customer to the Purchaser, professional and service fees and other costs incurred by the Purchaser.

## **VII. PRODUCT QUALITY ASSURANCE, DOCUMENTATION, CPM TOOL AND COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS**

1. The Supplier warrants fulfilling the requisites of the quality standards ISO 9001, IATF 16949, ISO 14001, ISO 45001 and ISO 50001 if defined as mandatory in Autoneum's Supplier Quality Manual, and any further relevant standards of the automotive industry. The Supplier agrees to meet the full requirements of the Production Part Approval Processes (PPAP) as specified by the Purchaser and the Purchaser's customer, as applicable, and agrees to present this information to the Purchaser upon request, at the level requested, unless otherwise specifically agreed by the Purchaser in writing.

2. The Supplier further warrants that the Goods supplied conform to all laws, regulations and standards for use in the country of manufacture, the country of delivery as well as the country where the Purchaser's products are marketed or used (including, without limitation, environmental regulations on critical and hazardous material and substances, REACH (EC 1907/2006), UK REACH, GADSL, etc.) as well as the regulation and specifications found in the Compliance Process Manager tool (CPM) (<https://cpm.autoneum.com>). The Supplier is required to provide a material data sheet (MDS) in IMDS for all Goods (except services) supplied to the Purchaser. The Supplier further warrants that its manufacturing processes conform to all laws, regulations and standards applicable (including, without limitation, health and safety requirements, ESG related laws and regulations, etc.). The Supplier agrees to respond, immediately upon request, to any sustainability, ESG related or other questionnaires initiated by the Purchaser and permit related Supplier audits.

3. The Purchaser examines deliveries only for completeness (in terms of quantity and identity) and obvious transport damages. It has no further inspection obligations. The Supplier waives any right to require the Purchaser to conduct any further inspection. The Purchaser may return the Goods delivered in excess of the quantity specified in the Order at the Supplier's sole expense and risk.

4. The Supplier shall respect and perform all the agreed checks in the control plan during the initial sampling (see Supplier Quality Manual) and demonstrate at any step the compliance with Purchaser's specifications. The Supplier is obliged to maintain all quality check records and evidence of product approval according to new requirements and to make these available to the Purchaser if requested. All evidence must be kept for at least fifteen (15) years or a longer period, if required by the Purchaser, and presented to the Purchaser upon request. The Supplier shall require its Sub-Suppliers to implement the same.

5. If the Supplier intends to make any design, technical or any other changes to the Goods, such as, but not limited to changes to Autoneum's specifications, modifications of production procedures, changes in Sub-Supplier, transfer of production facilities or modifications to test equipment/procedures or tools (the "**Change of Goods**"), the Supplier shall notify Autoneum at least one hundred and eighty (180) calendar days before the date such Change of Goods is proposed to be incorporated into the Goods. For any Change of Goods, the prior written approval of the Purchaser is required. After written approval of the Purchaser for the Change of Goods, the Supplier will fully

review compliance with the quality standards according to clause VII, in particular the Production Part Approval Processes (PPAP) as applicable.

6. If required, the Supplier shall be obliged to provide a declaration of origin for the Goods being supplied and materials contained therein or used for the manufacture thereof. The Supplier warrants the correctness of any declaration of origin provided for the Goods.

7. The Purchaser publishes changes in the CPM tool through the above mentioned platform. The Supplier shall regularly check the Purchaser's platform and shall adapt its entries within one (1) month after changes in the CPM tool.

## **VIII. RECALL**

1. The Purchaser reserves the right to initiate a recall of any Goods supplied pursuant to the Contract when the Purchaser or the Purchaser's customer determines, or any authority alleges, such Goods are defectively designed or manufactured; and/or which fail to comply with all applicable laws, rules or regulations including but not limited to safety, environmental or emission laws.

2. If the Purchaser should elect or be required to initiate a product recall, withdrawal or field correction for any reason, the Purchaser will notify the Supplier. The Supplier will assist the Purchaser in an investigation to determine the cause and extent of the problem and in the handling of the recall. The Supplier shall not contact or respond to any inquiry by any authority (unless legally obliged to do so) with regard to any recall, but liaise with the Purchaser only, who will coordinate all communications.

3. If any Goods are recalled as a result of (1) Goods supplied by Supplier that do not conform with the Contract or (2) the negligent or intentional wrongful act or omission of the Supplier or any of Affiliates or Sub-Suppliers, then the Supplier will pay all costs and expenses of such recall, including but not limited to the Purchaser's reasonable attorney fees and expenses associated with such recall. Provided the Purchaser gives the Supplier advance notice of any such recall action, the Supplier shall reimburse the Purchaser and its customer(s) and their dealers for all costs incurred in connection with such recall, including but not limited to the costs of notifying vehicle owners and replacing all defective Goods.

4. The Supplier shall also reimburse the Purchaser for warranty claims based on related damage caused by any defect or failure of any Goods and/all costs, settlements, judgments, expenses, fines, penalties, remedies and/or damages in connection with any claim or proceeding brought against the Purchaser or its customers to the extent based upon an allegation that any Goods supplied by the Supplier pursuant to the Contract is defective.

5. The Supplier will maintain complete and accurate records concerning the manufacture of the Goods for such periods as may be required by applicable law, however, in no case shorter than ten (10) years from creation of the record and shall provide access to such records to the Purchaser and the Purchaser's customer upon their request.

## **IX. PRE-ACCEPTANCE / ACCEPTANCE AND AUDIT RIGHT**

1. Except as expressly stated otherwise in the Order, the Supplier is responsible for (1) all labor, materials, equipment, tools and supervision necessary to perform the Contract; (2) designing, manufacturing, assembling, constructing, building, installing the equipment and other Goods listed in the Order, (3) conducting testing, training and warranty procedures related to the operation and maintenance of the Goods, and (4) all labor, materials, equipment, tools and supervision necessary to perform the services specified in the Order and other specifications.

2. The Supplier will submit to the Purchaser all production, function and quality control test reports and other data as the Purchaser may request from time to time concerning the Goods.

3. The Supplier shall notify the Purchaser in writing when the Goods are ready for shipment/pre-acceptance testing. The Purchaser shall have the right, but no obligation, to inspect the Goods prior to shipment at the Supplier's facility and/or at arrival at the Purchaser's plant. Any Defects discovered by the Purchaser shall be promptly repaired or replaced by the Supplier at Supplier's sole cost and expense, and the Goods shall be subject to another pre-acceptance testing.

4. If requested by the Purchaser, all Goods ordered under the Contract shall be subject to final acceptance by the Purchaser (the "**Final Acceptance**"). The Purchaser shall notify the Supplier to make arrangements for the final acceptance testing, which shall be designed by the Purchaser to evaluate whether the Goods are in compliance with all applicable specifications and operate as contemplated in the Contract. In the event the Goods fail to operate in compliance with the Contract and/or do not meet all specifications and requirements contained in the Contract, the Supplier shall at the Supplier's own expense, immediately make such repairs or adjustments so as to render the Goods compliant therewith and the acceptance test shall be repeated. Notwithstanding payment or any prior inspection, Final Acceptance will not occur until (1) the Supplier has corrected all deficiencies related to the Goods identified by the Purchaser, (2) the Supplier has provided all documentation in accordance with the Contract, and (3) the Supplier has satisfied all other requirements as specified in the Contract.

5. For only the first pre-acceptance test and the first final acceptance test performed, the Purchaser shall be responsible for its own travel costs and the costs of providing any materials or supplies that the Purchaser deems necessary in order to verify the proper operation and performance of the Goods. For all pre-acceptance and final acceptance tests performed after the first one, the Supplier shall be responsible, at its sole costs and expense, for any materials or supplies that the Purchaser supplies or that the Supplier requests the Purchaser to supply in order to verify the proper operation and performance of the Goods. In addition, the Supplier shall be responsible for any and all travel expenses and other related costs incurred by the Purchaser as a result of the non-compliance of the initial pre-acceptance test or final acceptance tests performed or due to any subsequent pre-acceptance and/or final acceptance testing that are performed. The pre-testing and final acceptance testing parameters shall be established by the Purchaser and shall be based upon the specifications and requirements set forth in the Contract.

6. The Supplier grants to the Purchaser and Purchaser's customer (or any third party on their behalf) the right to enter the Supplier's premises at any reasonable time to make an audit, in particular to inspect the Goods, and any component parts and the fabrications/assembly techniques and testing methodologies proposed or used by the Supplier as the Purchaser or its customer may deem appropriate. The Supplier agrees to fully cooperate with the Purchaser or its customer in such audits. The exercise of the audit rights by the Purchaser or its customer does not release the Supplier from its own inspection, warranty and other obligations under the Contract. An audit may not be deemed as any kind of implied acceptance of the Goods or their manufacturing processes.

## **X. WARRANTY**

1. In addition to all other warranties expressed or implied by applicable law, the Supplier grants the Purchaser full legal and material warranty during the "**Warranty Period**" (as defined in clause X paragraph 7 below). In particular, but without limitation, the Supplier warrants that the Goods will be free of defects in material, workmanship and design, conform to the Contract including any agreed

specifications and comply with the warranties and requirements according to clause VII. The Supplier is obliged to inform the Purchaser immediately in writing if and when defects, deviations to any specifications or other nonconformities of the Goods (jointly referred to as “**Defects**” and “**defective**” shall be construed accordingly) are identified.

During the Warranty Period, the Supplier agrees to promptly perform any corrective work (the “**Corrective Work**”) which may be required to remedy any Defect of the Goods at no cost to Purchaser. The Supplier shall also be solely responsible for all expenses necessary to perform any warranty related services.

2. The Purchaser shall notify the Supplier through written notice or by email of any Defects in the Goods as soon as reasonably practicable in the ordinary course of its business within the Warranty Period, specify the Defect and request the Corrective Work. The Supplier waives any right to reject delayed notifications of Defects.

3. If the Purchaser determines in good faith that the Corrective Work cannot be done as the Purchaser has started to use the Goods or such Corrective Work would cause delay in the Purchaser's operation or would lead to incurrence of additional costs to the Purchaser, the Purchaser is entitled to reject the defective Goods, and at the Purchaser's option, (1) request redelivery of conforming Goods or (2) retain them and either repair the defective Goods itself or have such work undertaken by a third party and reduce the price, or (3) withdraw, fully or partially, from the Order. Costs for inspection, for off-lining of defective Goods, costs for any line shut down, including such of Purchaser's customers, of repairing, replacing or reworking as well as transport and any customs duty, taxes, charges or other levies payable in connection with the performance of work and the transport of the defective/repared/replaced Goods shall be borne by the Supplier. All further claims available by applicable law for compensation of costs and damages are expressly reserved. The Purchaser shall be entitled to charge the Supplier for administrative costs for each notification of nonconformity.

4. The Purchaser will endeavor to store rejected defective Goods. The Supplier shall collect such Goods within fourteen (14) calendar days from the notification stated above in clause X paragraph 3. If defective Goods are not collected within this period, the Purchaser shall be entitled at its choice to return, destroy or dispose of the defective Goods. All arising costs shall be borne by the Supplier.

5. In case the Goods are repeatedly supplied in a defective condition, the Purchaser may immediately withdraw from the Order with respect to Goods not yet supplied without any liability.

6. A warranty claim does not arise if the Defect is attributable to the Purchaser, in particular in case of non-observance of operation, service or installation instructions provided in writing by the Supplier.

7. If no other Warranty Period is stated in the respective Order, the Warranty Period for the Goods is five (5) years and commences with receipt and signature of a delivery note for the Goods by the Purchaser or Final Acceptance, if so requested under clause IX paragraph 4.

The period between the delivery date and the manufacturing date of the Goods must not exceed three (3) months, unless the shelf life of the Goods is shorter, in which case the Supplier is required to notify the Purchaser in writing of such fact and ensure that the Goods are delivered to Customer at least six (6) weeks before the end of the shelf life.

8. Identical warranty terms, as applicable to the original Goods delivered, shall apply to spare, replacement or repaired Goods or reperformance of services delivered in accordance with the warranty.



## **XI. INDEMNITY, INSURANCE**

1. The Supplier shall indemnify and hold the Purchaser, its agents, servants, officers, directors and employees, the Purchaser's distributors, dealers and all entities which sell Goods or products into which the Goods are incorporated, and their respective customers, fully harmless against liability, costs, damages, losses, claims and expenses (including legal expenses) occasioned by or arising out of any claim for death, personal injury or propriety damage, which results from any Defect or alleged Defect in the Goods or from Supplier's breach of any term of the Contract. The Supplier will indemnify the Purchaser for all claims for damages made by third parties, especially for claims arising from product liability legislation, which are asserted against the Purchaser in connection with the Goods and/or from the Supplier's breach of any term of the Contract.

2. The Supplier shall hold the Purchaser, its agents, servants, officers, directors and employees, Purchaser's distributors, dealers and all entities which sell Goods or products into which Goods are incorporated, and their respective customers, fully harmless against liability, costs, damages, losses, claims and expenses (including legal expenses) arising out of any action to recall any vehicle, or any product into which Goods have been incorporated consequent upon any Defect in the Goods.

3. For the duration of the Contract and the contractual obligations of the Parties, but at least for five (5) years after delivery, the Supplier shall maintain a comprehensive insurance which covers the Supplier's product liability and general commercial liability from a financially sound and reputable insurance company. Such insurance policy shall include a clause relating recall campaign costs and including reinstallation and dismantling costs incurred at the Purchaser or its customer. The Supplier shall procure insurance to insure against bodily injury and property damage at an amount of not less than EUR 5 Million (five Million Euro). The Supplier informs the Purchaser immediately in case of termination or material change of the insurance coverage. If the Supplier fails to provide such insurance coverage, the Purchaser has the right to terminate any Orders affected at any time, in which the requirement is not fulfilled, with a thirty (30) calendar days' notice period. Furthermore, within fifteen (15) calendar days from request by the Purchaser, the Supplier shall provide an insurance certificate confirming the existing coverage.

4. The Supplier acknowledges and agrees that any decision to procure a credit insurance for transactions with the Purchaser hereunder is at Supplier's sole choice and risk. It shall not, in any way, result in the modification of any terms agreed in the Order, including but not limited to the agreed upon price or payment period, even if so requested by the insurer.

## **XII. SPARE PARTS / DISCONTINUATION**

1. The Supplier guarantees to the Purchaser for the period of fifteen (15) years following the last delivery of the Goods to maintain an adequate inventory of all unique or specially manufactured parts and to furnish the Purchaser with spare parts as well as to render any documents necessary for service, such as plans, piece lists, etc., unless a different period is set forth in the Order. This obligation shall survive, even if the Contract or a specific Order has been terminated for any reason whatsoever, unless otherwise communicated by the Purchaser in writing.

2. The Supplier shall inform the Purchaser immediately in case key materials or components used for the manufacture of the Goods are no longer available. The Supplier shall undertake all its best efforts to look for alternative materials to ensure uninterrupted deliveries and/or transfer all relevant know-how to the Purchaser upon the latter's request.

3. For all unique or specially manufactured Goods, should the Supplier intend to discontinue the production of such Goods, Supplier shall inform the Purchaser in writing not less than twelve (12) months prior to the effective date of such planned discontinuation. The Purchaser shall confirm its receipt in writing. The Purchaser may, in order to cover its remaining demand and subject to Supplier's acceptance, place Orders for such discontinued Goods within six (6) months of its receipt of such notice of discontinuation.

### **XIII. MANUFACTURING DEVICES**

1. Manufacturing devices like models, matrixes, patterns, samples, tools and others ("**Manufacturing Devices**") belonging to the Purchaser or to Purchaser's customers must be kept, maintained and preserved in working order and shall be comprehensively insured by the Supplier free of charge. The Supplier must mark such manufacturing devices as the Purchaser's or the Purchaser's customer's property with identification plate and codification number provided by the Purchaser with the Order. The Supplier must return evidence in the form requested by the Purchaser, including photography. The Supplier must obtain the Purchaser's prior written consent before moving Manufacturing Devices owned by the Purchaser or by the Purchaser's customer to another location. The Supplier shall promptly resist any attempt to seize or impound such Manufacturing Devices. On request of the Purchaser, the Supplier shall immediately hand over such Manufacturing Devices.

2. The Purchaser becomes sole owner of the Manufacturing Devices manufactured or purchased by the Supplier, including any Intellectual Property Rights (as defined below) to such Manufacturing Devices, following the Order covering the Manufacturing Devices as soon as they are fabricated or purchased by the Supplier. Ownership by the Purchaser will not relieve the Purchaser of its obligation to pay nor affect any claim of the Supplier for payment under an Order.

3. The Supplier has no property rights or other rights on the Manufacturing Devices owned by the Purchaser. The Supplier waives any lien that it might have or otherwise be able to assert against the Manufacturing Devices of the Purchaser and waives any objection to the Purchaser's repossession and removal of the Manufacturing Devices owned by the Purchaser for any reason, including bankruptcy and or insolvency proceedings.

4. The Supplier shall keep the Manufacturing Devices in good working condition and make any necessary repair and maintenance at its own expense. In case of any malfunctioning or damage caused to the Manufacturing Devices which could require such device be replaced or a stoppage in the supply of Goods the Purchaser must be promptly informed.

5. The Manufacturing Devices and other material provided to the Supplier by the Purchaser or otherwise owned by the Purchaser may be used solely for the manufacture of the Goods according to the Order.

6. The Purchaser shall be granted an exclusive and irrevocable option exercisable at any time to purchase any Manufacturing Devices, which are solely used to manufacture Goods to be delivered to the Purchaser at the present value of the Supplier's actual cost of such Manufacturing Devices owned by the Supplier that the Supplier has not yet recovered in the piece price of the Goods by the time the Purchaser exercises the option.

### **XIV. INTELLECTUAL PROPERTY RIGHTS**

1. The Supplier is responsible for ensuring that the Goods are not subject to any patent, industrial designs trademarks, trade secrets and the like ("**Intellectual Property Rights**") of the Supplier or any third party and do not infringe any third party's Intellectual Property Rights. The Supplier shall inform

the Purchaser immediately if the Goods contain its own or third party Intellectual Property Rights and shall provide the Purchaser with an exhaustive list setting them out.

2. The Supplier shall fully indemnify the Purchaser against any infringement or alleged infringement of Intellectual Property Rights of third parties with respect to the Goods or (where the Supplier has been notified of the intended use of the Goods) any goods with which the Goods are combined. The Supplier undertakes to join at the Purchaser's request any legal proceedings brought against the Purchaser, or to conduct the proceedings in the Purchaser's place at its own expense and/or to assume the costs and compensation arising from the proceedings limiting the right of use of the Intellectual Property Rights.

3. The Supplier acknowledges that the Purchaser or the Purchaser's customers may have valuable Intellectual Property Rights in tools, documents and information provided to the Supplier. The Supplier may use Intellectual Property Rights of the Purchaser or the Purchaser's customers only in the production and supply of the Goods to the Purchaser. Any further use requires the prior written approval of the Purchaser.

4. The Supplier agrees not to assert any claim against the Purchaser, or third party recipients designated by the Purchaser, with respect to any technical information which the Supplier shall have disclosed or may hereafter be disclosed by the Supplier in connection with the Goods covered by the Contract. The Supplier shall furnish to the Purchaser, or any other party designated by the Purchaser, all information and data the Supplier acquires or develops in the course of the Supplier's activities under the Contract without restrictions on use, exploitation and/or disclosure.

5. The Supplier agrees to, and hereby does, as far as permitted by applicable law, assign its entire right, title and interest in all Intellectual Property Rights to the Purchaser, including, but not limited to, all writings, designs, mask works, software, inventions, improvements and discoveries, conceived or made by all employees and agents of the Supplier in connection with their provision of the Goods under the Contract, except as otherwise agreed in writing by the Supplier and the Purchaser. The Supplier further agrees to do all lawful acts and sign all assignments and other papers the Purchaser deems necessary, appropriate or advisable relating to applications for patents, mask works, registrations, trademarks, and copyrights related to the improvements, or relating to the conduct of any interference, litigation or other controversy in connection therewith, provided that all expenses incident to the filing of such applications, the prosecution thereof and the conduct of any interference, litigation or other controversy, including the Supplier's employees' time and travel expenses incurred in connection with such applications, shall be borne by the Purchaser. The Supplier further agrees not to assert any Intellectual Property Rights against the Purchaser in relation to the Purchaser's use of any improvements in connection with the Supplier's performance under the Contract, and grants a royalty free, irrevocable, non-exclusive, worldwide license to any Intellectual Property Rights in the Goods provided that the Purchaser's use is limited to the Purchaser to use, operate and maintain the Goods supplied under the Contract.

## **XV. CONFIDENTIALITY**

1. The Supplier and the Purchaser each commit themselves to treat the Contract and all Contract Documents as business secrets and to keep confidential all commercial, technical and other information of each other, which comes to their knowledge during the course of their business relationship.

2. Drawings, models, patterns, samples and similar objects shall not be reproduced, disclosed or otherwise be made available to third parties without the written consent of the party, which owns

them. Consent shall be deemed given by the Supplier for disclosure to Purchaser's customers on a need-to-know basis.

3. The obligation to maintain confidentiality does not apply to information which

- is already or has become publicly accessible through no fault of the receiving party,
- is disclosed to the receiving party by a third party without any obligation towards the disclosing party,
- was already demonstrably known to the receiving party at the time of receipt, or
- has individually been developed by the receiving party, demonstrably without the use of the information received from the disclosing party.

4. The receiving party may disclose confidential information as may be required by law, court order or any governmental or regulatory authority or pursuant to rules of any listing authority or stock exchange on which its shares, or those of its Affiliates, are listed or traded, subject to informing the disclosing party prior to the disclosure, to the extent possible and permitted, and allowing the disclosing party to limit the disclosure of its confidential information, if legally possible.

5. The Supplier may use the established business relationship for advertising purposes only after having obtained the Purchaser's previous written consent.

6. The Supplier ensures that any Sub-Suppliers commit themselves to confidentiality on terms similar to those set out in this clause. The Supplier will be responsible for any breach of such obligation by its Sub-Suppliers as if it was its own.

7. Disclosure by the Purchaser to its Affiliates, tax authorities, external legal counsels or certified accountants shall not be considered as a breach of the confidentiality obligation.

8. The Supplier shall use any confidential information belonging to the Purchaser solely for the purpose of the supply of the Goods to the Purchaser.

9. Should separate non-disclosure agreement in connection with the Goods been entered into, such agreement shall apply as a supplement to the terms of the Contract. In case of discrepancies between the Contract and the separate non-disclosure agreement, the separate non-disclosure agreement shall apply.

## **XVI. DATA PROTECTION**

1. The Parties may exchange personal data such as names, phone numbers, e-mail addresses and other personal related information in the course of their contractual relationship. In such case, both Parties shall use such personal data in accordance with the applicable data protection laws and regulations, in particular, but without limitation, the General Data Protection Regulation of the European Union and ensure that no unauthorized third parties will have access to such personal data without the consent of the affected individuals or based on another legal reason to process such data.

2. The Parties shall keep personal data of the other party strictly confidential and process such data solely for contractual purposes. The party that processes personal data is responsible for the lawfulness of its processing as well as for ensuring the rights of the data subjects.

## **XVII. CYBER SECURITY**

1. The Supplier shall implement and maintain state-of-the-art cybersecurity measures to safeguard and protect all data, information, including without limitation, personal information, and systems involved in the provision of the Goods to the Purchaser. The term “**state-of-the-art cybersecurity measures**” shall include, but is not limited to, encryption protocols, firewalls, intrusion detection, penetration and vulnerability testing and prevention systems, conducting regular security audits and training, and any other industry-standard practices to prevent unauthorized access, disclosure, alteration, and destruction of information. Relevant documentation or certifications available providing evidence of the above will be provided upon request.
2. The Supplier shall use all reasonable endeavors to ensure that also its Sub-Suppliers implement and maintain state-of-the-art cybersecurity measures as set out above.
3. The Supplier shall notify Autoneum immediately in writing in case of any actual or suspected cyber security incident having a (potential) impact on Supplier’s capacity to comply with its contractual obligations and/or (potentially) affecting Purchaser’s data, information or systems, providing all relevant details of the incident.
4. The Supplier shall indemnify and hold harmless Autoneum from any damages and/or losses suffered as a result of any cyber security incident attributable to the Supplier. Supplier is recommended to take out reasonable insurance to cover cyber security risks.

## **XVIII. FORCE MAJEURE / BUSINESS CONTINUITY PLAN**

1. Either of the Parties may suspend performance of an Order during the occurrence of an event of force majeure, which shall be limited to epidemics or pandemics (both only to the extent a party was actually and demonstrably prevented by law or governmental instruction to execute the obligations under the Contract), military mobilization, riot, act of terrorism, war, armed conflict, damage to production facilities caused by natural disaster or embargoes.
2. Not as event of force majeure shall be considered (a) any non-performance caused by Supplier's financial difficulties, (b) change of credit lines or other financing conditions by financial institution of the Supplier, (c) a change in costs or availability of materials and components based on market condition or Sub-Supplier actions affecting the Supplier, (d) any cyber security incidents, or (e) any strike or any labor disruption applicable to the Supplier or to any of its Sub-Suppliers.
3. During any period of force majeure, the Purchaser shall be entitled without any obligation to the Supplier to revoke the Order and/or to reduce the quantities of the Goods set forth in the Order or delivery call-ups thereunder and to obtain such Goods from other sources.
4. In the event that the Supplier discovers any fact which may, or could result in an excusable delay as defined hereunder, the Supplier will immediately advise the Purchaser of such facts and use its best endeavors to take all measures and precaution to mitigate and to reduce any adverse effect of the excusable delay.
5. Each Party will itself bear the costs it incurs as the result of an event of force majeure.
6. The Supplier shall establish, implement and maintain, at its own costs, a comprehensive business continuity plan to ensure the uninterrupted and timely delivery of Goods to the Purchaser in the event of any unforeseen circumstances that may disrupt normal business operation, including, but not limited to events of force majeure. This business continuity plan shall identify and address potential threats and vulnerabilities with regard to Supplier’s ability to deliver the Goods in accordance with the Contract and establish procedures, e.g. but without limitation dual sourcing for critical materials or

components, alternative methods of delivery, etc. to address and mitigate such risks. The Supplier will provide the Purchaser with its business continuity plan upon request.

## **XIX. REPORTS**

1. If requested by the Purchaser, the Supplier will provide to the Purchaser the most recent financial reports for itself and for any of its related companies involved in manufacturing, supplying or financing the Goods or any component parts of the Goods. Financial reports include income statements, balance sheets, cash flow statements and supporting data. The Purchaser may use financial reports provided under this clause only to assess the Supplier's ongoing ability to perform its obligations under the Order and for no other purpose, unless the Supplier agrees otherwise in writing. The confidentiality obligation will apply to such financial reports.

2. If requested by the Purchaser, the Supplier shall provide to the Purchaser all reports required for EC Regulation No. 1907/2006 (REACH) and all regulations and/or codes of practice relating thereto, as amended and replaced from time to time.

3. The Supplier agrees to submit a completed and correct Conflict Mineral Report (template can be found at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>) at least on a yearly basis, and at any time upon request by the Purchaser, in compliance with Purchaser's customers' requirements. The submission should be performed on the [Supplier Portal](#) (use link to the Compliance Data Exchange (CDX) system, the use of which is free of charge).

4. If requested by the Purchaser, the Supplier agrees to support the Purchaser, free of charge, in any additional reporting obligations, especially, but without limitation, related to sustainability, supply chain, child labor and other ESG topics.

## **XX. GENERAL PROVISIONS**

1. Changes and amendments to these Terms and Conditions, the Contract, the Contract Documents or any other related agreements and legally relevant declarations by the Parties are binding only if made in writing or in the form set forth herein. This also applies to any agreement to waive the requirements for observance of the written form.

2. Should one of the provisions of these Terms and Conditions, the Contract or of any additional stipulations agreed upon be or become invalid, illegal, or unenforceable, then the validity of the remaining part of these Terms and Conditions, the Contract or of any additional stipulations agreed shall not be affected thereby. The Parties are committed to replace such provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.

3. Every right and remedy of the Purchaser provided in the Contract shall be cumulative and in addition to any other right and remedies available by applicable law.

4. Failure or delay by the Purchaser in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

## **XXI. ORDINARY TERMINATION**

1. In addition to any other rights of the Purchaser to terminate the Order/Contract, the Purchaser may, at its sole discretion, upon thirty (30) calendar days prior written notice to the Supplier or, if

applicable, such shorter period as may be required by the Purchaser's customer, terminate any Order/Contract for any reason, in whole or in part at any time, and notwithstanding the existence of any excusable delay or other events or circumstances affecting the Supplier. The Supplier is not permitted to terminate any Order/Contract for convenience, except as otherwise expressly provided in the Order/Contract.

2. Upon receipt of notice of termination from the Purchaser, the Supplier shall, to the extent directed by the Purchaser or its representatives: (1) immediately stop the work under the Order/Contract and any other orders related to work terminated by such notice; and (2) protect all property in the Supplier's possession or control, in which the Purchaser has or may acquire an interest, including but not limited to Manufacturing Devices used in the manufacturing of the Goods owned by the Purchaser or the Supplier and/or any other property of the Purchaser.

3. The Purchaser will pay to the Supplier only the following amounts, without duplication: (i) the price set out in the Order/Contract for all Goods actually delivered or performed and accepted by the Purchaser and not previously paid for; and (ii) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods under an Order/Contract until the receipt of the notice of termination (limited to the agreed firm or trade-off zone if defined in an applicable LDS), to the extent such costs are reasonable in amount, are properly allocated or apportioned under generally accepted accounting principles to the terminated portion of the Order/Contract and cannot otherwise be used or adapted by the Supplier for other needs or be assigned another purpose.

4. The Purchaser shall not be liable for and shall not be required to make payments to the Supplier, directly or indirectly (whether on account of claims by the Supplier's Sub-Suppliers or otherwise), for any loss arising from or attributable to failure to realize anticipated revenue, savings or profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation cost or general and administrative burden charges arising from a termination of the Order/Contract. In the event of a termination of the Order/Contract by the Purchaser as a result of the Purchaser ceasing to be a supplier to the Purchaser's customer for the vehicle program in respect of which the Purchaser issued the Order/Contract, the Supplier shall be compensated only for the costs under this paragraph if, when and to the extent that the Purchaser's customer reimburses the Purchaser for such costs.

## **XXII. EXTRAORDINARY TERMINATION**

1. If the Supplier is in serious breach of its contractual obligations under the Contract (including, for the sake of clarity and by way of example, without limitation, non-compliance with delivery dates, non-compliance of the Goods with criteria as defined anywhere in the Contract, non-achievement of contractual quantitative and/or qualitative performances, repudiation of an Order) or ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws of the jurisdiction in which it carries on business are brought against the Supplier, or a receiver for the Supplier is appointed or applied for an assignment for the benefit of creditors of the Supplier, the Purchaser may terminate the Order/Contract immediately without notice and without any liability.

2. The Supplier shall notify the Purchaser in writing, if (1) a sale or an exchange in the controlling interests in the shares of the Supplier has occurred or if (2) a substantial portion of the Supplier assets used for the production of the Goods are sold, leased or otherwise transferred to a third party ("**Change of Control**") within five (5) calendar days after the Change of Control has become effective. The Purchaser shall have the right within thirty (30) calendar days from the written notification of the

Supplier to terminate any Order and/or the Contract in effect in writing with a notice period of thirty (30) calendar days.

## **XXIII. CONSEQUENCES OF TERMINATION**

1. In case of termination, for any reason whatsoever, the Supplier shall promptly, upon Purchaser's request: (a) return to the Purchaser all of Purchaser's property that the Purchaser had supplied to it or its Affiliate in connection with the supply of the Goods, (b) return to the Purchaser all documents and materials (and any copies) containing Purchaser's confidential information, (c) erase all of Purchaser's confidential information from its computer systems (to the extent possible), (d) provide any transition services under the conditions agreed by the Supplier and Purchaser and/or, upon request, provide the Goods for an extended time period after termination until transfer to another supplier has been ensured, (e) provide, in complete and most-updated version, any information or documents relating to the Goods as remained in the possession or control of the Supplier, which are necessary to Purchaser to exercise its rights under the Contract, and (f) on request, certify in writing to the Purchaser that it has complied with the requirements of this paragraph, obligations (a) to (c) and (e).

2. Any terms included in these Terms and Conditions or any other Contract Documents that survive by their nature the termination of the Order/Contract shall remain in full force and effect after termination.

## **XIV. HARDSHIP**

1. The Parties agree to change prices only in such cases as permitted by the Contract and mutually recognize and acknowledge that these constitute the only conditions based on which they may ask for a revision of the terms with the purpose to rebalance them and maintain the stability of their relationship.

2. The Parties further agree that this represents the only rule in relation to hardship / imprévision / Wegfall der Geschäftsgrundlage (and similar) replacing the provisions provided by the applicable law.

## **XV. PLACE OF JURISDICTION AND APPLICABLE LAW**

1. These Terms and Conditions, any Contract Documents, the Contract and the contractual relationship of the Parties is governed exclusively by the substantive law of the country, in which the legal domicile of the Purchaser is located, excluding any conflict of law provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The exclusive venue for all legal disputes arising either directly or indirectly out of the Contract or any of the Contract Documents shall be the competent court located at the legal domicile of the Purchaser.

3. The Purchaser further has the unilateral right to take legal action against the Supplier at any court having jurisdiction over the registered office or branch office of the Supplier.

4. Place of performance shall in any case be the legal domicile of the Purchaser.