GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MACHINES AND EQUIPMENT

Hirschmann Automotive Group

March 2024

1 SUBJECT AND SCOPE

1.1 These General Terms and Conditions of Purchase for Machines and Equipment (hereinafter referred to as "**Terms and Conditions of Purchase**") shall apply to all purchases, contracts, orders and other contractual declarations in connection with the purchase of machines, devices, components, assembly technology and mechanical systems, their accessories, spare and wear parts (hereinafter referred to as "**Machines**") by and the provision of deliveries or services in connection with Machines to Hirschmann Automotive GmbH with its registered office in Rankweil, Austria, and its Affiliated Companies (hereinafter referred to as "**Hirschmann Automotive**"), unless expressly agreed otherwise in writing.

1.2 Unless otherwise agreed in writing, these Terms and Conditions of Purchase shall apply to all Suppliers of Hirschmann Automotive, meaning all companies delivering goods or providing services to Hirschmann Automotive (hereinafter referred to as "**Supplier**"). These Terms and Conditions of Purchase shall also apply to all Affiliated Companies of the Supplier, insofar as they are involved in the purchasing process.

1.3 "**Affiliated Companies**" shall mean all companies, which are directly or indirectly controlled by a party, control a party, are under common management with a party or are under common control with a party; such control being presumed in any case if more than 50% of the shares or voting rights are held directly or indirectly. This also includes any future Affiliated Companies of the parties. Either party may at any time request from the other party a list of the current Affiliated Companies.

1.4 These Terms and Conditions of Purchase shall apply to the entire supply relationship between the Supplier and Hirschmann Automotive. These Terms and Conditions of Purchase shall therefore also apply to all future deliveries of goods and performances of services to Hirschmann Automotive as well as to contracts already concluded, even if they are not separately agreed again in the individual case.

1.5 General terms and conditions of the Supplier shall not apply, even if Hirschmann Automotive has not separately objected to their application in the individual case. Even if Hirschmann Automotive refers to a letter containing or referring to the terms and conditions of the Supplier or of a third party, this shall not constitute an agreement to the application of such terms and conditions. The same shall apply to the acceptance of goods or payments or any other conduct of Hirschmann Automotive.

1.6 Hirschmann Automotive reserves the right to amend these Terms and Conditions of Purchase at any time, with the new version applying to all contracts entered into thereafter from the date of publication on the website https://www.hirschmann-automotive.com/.

2 ORDER – CONCLUSION OF CONTRACTS

2.1 Any conclusion of a contract must be in writing in order to be legally binding (whereby e-mail, fax or EDI shall be deemed to fulfil the written form requirement).

2.2 Orders of Hirschmann Automotive (hereinafter referred to as "**Order**" or "**Orders**") shall be deemed accepted by Supplier and shall become binding unless Supplier objects in writing within five calendar days (received by Hirschmann Automotive).

2.3 The acceptance of an Order placed by Hirschmann Automotive is only possible with regard to the entire Order. Supplier shall also inform Hirschmann Automotive expressly and in a clearly visible manner about any deviations of the order confirmation from the Order.

2.4 The respective company within Hirschmann Automotive Group that has placed the Order with the Supplier is stated in the written Order. Claims by the Supplier shall exist exclusively against this company within Hirschmann Automotive Group and not against any of its Affiliated Companies.

2.5 As a pre-condition for acceptance of the Order, deliverability and trustworthiness shall be deemed to be material qualities of the Supplier. The Supplier shall to this extent, prior to acceptance of the Order, also be subject to special explanatory obligations, in particular regarding possible limits to the Supplier's ability to deliver, liquidity and feasibility of the Order. Hirschmann Automotive therefore reserves the right to withdraw from the Order, without consequences, if facts become known which are able to seriously question the ability of the Supplier to deliver or negatively impact the trustworthiness of the Supplier.

2.6 Offers, order acceptances, order confirmations and other contractual declarations of the Supplier are binding and irrevocable. In addition, all documents, in particular specifications, illustrations, descriptions, drawings and brand specifications of the Supplier as well as further information, technical advice and other details provided by the Supplier are compulsory and binding for the Supplier and shall become part of and be deemed an integral part of the Order.

2.7 Supplier shall not be entitled to make any changes to the goods or services without the prior written approval of Hirschmann Automotive.

2.8 Within the scope of reasonableness, Supplier shall be obliged to make changes to the goods or services as requested by Hirschmann Automotive (e.g. with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantity and means of transport). Supplier shall inform Hirschmann Automotive without undue delay of any effects of the change request on the agreed prices and/or dates; otherwise the originally agreed prices/dates shall remain binding also for the changed goods or services. If the Supplier notifies potential effects of the change request on the agreed prices/dates in a timely manner, the parties shall reach an appropriate and mutual written arrangement to implement the change request.

3 DELIVERY – TRANSPORT

3.1 The Incoterms 2020 shall apply. Unless otherwise expressly agreed in writing, all deliveries shall be made DDP to the respective Hirschmann

Automotive plant and within the EU DAP to the Hirschmann Automotive plant or to the place designated by Hirschmann Automotive. In case the delivery date falls on a bank holiday, delivery shall take place on the previous working day.

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

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

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

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

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

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

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

4 DELAY

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

4.2 The delivery or performance dates stated in the Orders are binding. Time is of essence. The delivery or performance period shall commence with the written placing of the Order by Hirschmann Automotive. Relevant for the timeliness of a delivery is the handover of the delivered Machine or the complete provision of services or, if agreed, the positive final acceptance, whichever occurs later and unless otherwise agreed.

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

4.4 In the event of a delay in delivering goods or performing services for any reason whatsoever (except force majeure as defined in clause 5), Hirschmann Automotive shall be entitled, even without proof of damage, to charge a contractual penalty irrespective of fault in the amount of 2.0% of the respective Order value per commenced week. In any case, Hirschmann Automotive expressly reserves the right to claim further damages or other costs arising from the delay. Supplier shall be committed to compensate Hirschmann Automotive and its customers for all damages, costs and expenses caused by the delay.

4.5 In the event of a delay of more than five weeks, Hirschmann Automotive shall also be entitled to withdraw from the contract without consequences, to obtain replacement from a third party at Supplier's costs and to claim compensation for damages exceeding the contractual penalty.

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

5 FORCE MAJEURE

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

5.2 In such cases, the party affected by the force majeure event shall immediately inform the other party in writing and shall state the expected duration of the disruption, the expected effects and the remedial measures taken.

5.3 The party affected by the force majeure event shall restore its performance as soon as possible.

5.4 Hirschmann Automotive shall be entitled to procure the goods or services from other sources for the duration of the delay due to force majeure, to reduce the agreed quantities without any liability towards Supplier and, after a reasonable period of time, to

withdraw from the contract without any liability towards Supplier.

6 ACCEPTANCE

6.1 A pre-acceptance test is carried out by both parties at the Supplier's site under the responsibility of the Supplier. At Hirschmann Automotive's option, a pre-acceptance test can be carried out without Hirschmann Automotive being involved. In this case, the pre-acceptance protocol must be sent to Hirschmann Automotive before the Machine is delivered.

6.2 If the pre-acceptance test shows that the respective delivery is not in conformity with the contract, the Supplier must immediately remedy all defects before the agreed delivery date in order to ensure that the delivery is in conformity with the contract. New pre-acceptance tests are then to be carried out at the request of Hirschmann Automotive.

6.3 The Supplier shall bear all costs of the pre-acceptance tests. However, Hirschmann Automotive shall bear the travel expenses incurred by its representatives in connection with the pre-acceptance test as well as the costs for the necessary materials and tools that need to be provided to the Supplier for the pre-acceptance tests.

6.4 The commissioning, installation and implementation of the Machine will take place immediately after delivery (but no later than within three (3) calendar days after delivery) by both parties at the Hirschmann Automotive site in accordance with the agreed operating instructions and specifications. The responsibility for successful commissioning, installation and implementation lies with the Supplier. The Supplier bears all costs of commissioning, installation and implementation.

6.5 The final acceptance of the Machine takes place immediately after commissioning (but no later than within five (5) calendar days after commissioning) at the Hirschmann Automotive site. The final acceptance is carried out on the basis of Hirschmann Automotive's final acceptance protocol, which must be signed by both parties.

6.6 Hirschmann Automotive bears all costs of final acceptance. However, the Supplier shall bear all travel and living expenses for its representatives in connection with commissioning/final acceptance.

6.7 If the final acceptance shows that the delivery is not in conformity with the contract, the Supplier must remedy all defects without delay, but no later than within five (5) calendar days, in order to ensure that the delivery is in conformity with the contract. For defects that cannot be remedied within this period, the Supplier must draw up an action plan with detailed corrective measures. At Hirschmann Automotive's request, new final acceptance tests will then be carried out.

6.8 If defects are found which do not affect the functioning of the Machine or the safety and health of the employees, acceptance may be carried out subject to the immediate elimination of these defects. During this period, the Machine can already be used by Hirschmann Automotive for production. The remaining payment shall be withheld until all defects have been rectified.

7 PRICES AND PAYMENT TERMS

7.1 The agreed prices are fixed prices. Supplier shall not be entitled to increase its prices or to claim any other additional costs without the prior written approval of Hirschmann Automotive.

7.2 The prices include all measures to protect the Machine from external influences and damage caused by weather such as frost, snow, heat and water damage, as well as the elimination of any such damage. Unless otherwise agreed in writing, the prices include all costs for packaging, transport, shipping, taxes, duties and any other costs related to the supply of the goods or the provision of the services. The same applies to the costs of assembling and commissioning the Machine. If these costs are billed separately, they must be listed in their total amount, stating the hourly or daily rate as well as travel and accommodation costs or in accordance with a different agreement, e.g. flat rate.

7.3 Cost estimations by Supplier are binding and are not to be remunerated unless expressly agreed otherwise in writing.

7.4 If Supplier offers more the same or a comparable Machine to a third party at more favorable conditions, in particular with regard to costs, discounts, technology, quality, terms of payment, delivery periods or other conditions, Supplier shall be obliged to immediately inform Hirschmann Automotive thereof and to automatically grant Hirschmann Automotive those more favorable conditions.

7.5 Payment shall only be due after complete, defect-free delivery of goods or performance of services and receipt of a properly issued invoice. The completeness of the goods or services also requires the receipt of the agreed documents as well as the indication of the Order data (such as Order number, article number, etc.). Unless otherwise agreed, invoices shall be settled within 90 days after complete, defect-free delivery or service or signature of the final acceptance protocol (whichever is later).

7.6 In the event of a deposit or partial payment expressly agreed in writing in individual cases, the Supplier shall provide a bank guarantee at its own expense. The term of the bank guarantee is the delivery date plus two months.

7.7 Hirschmann Automotive shall be entitled, in particular in case of delay, incomplete delivery or performance, warranty claims or due to other claims against Supplier of any kind whatsoever, to withhold and refuse payment until proper performance.

7.8 Hirschmann Automotive shall be entitled to set off against any counterclaims of Supplier. However, Supplier shall not be entitled to set off any counterclaims of Hirschmann Automotive without the prior written approval of Hirschmann Automotive. Furthermore, Supplier shall not be entitled to assign its claims against Hirschmann Automotive or to have them collected by third parties without the prior written approval of Hirschmann Automotive. In case Supplier assigns its claims against Hirschmann Automotive to third parties without approval, such assignment shall be ineffective (absolute effect of the prohibition of assignment). In such a case, Hirschmann Automotive may nevertheless, at its option,

make payment with debt-discharging effect both to Supplier and to the third party.

7.9 Payment of an invoice shall not constitute acceptance of the goods or services and shall not be deemed a waiver of any warranty, liability or other claims of Hirschmann Automotive against Supplier.

8 MAINTENANCE AND SERVICE

8.1 Unless the parties have agreed otherwise, the following shall apply: The Supplier is obliged to provide Hirschmann Automotive with maintenance instructions for normal maintenance measures as well as minor maintenance works on the Machines, which can be carried out by Hirschmann Automotive itself. Maintenance works carried out on the Machine by Hirschmann Automotive in accordance with the Supplier's specifications shall not affect the rights and claims to which Hirschmann Automotive is entitled against the Supplier.

8.2 Hirschmann Automotive will notify the Supplier of any malfunctions of the Machine without undue delay. The Supplier guarantees a corresponding response to Hirschmann Automotive's report by an expert service technician within twelve (12) hours. If it turns out that it is not possible to rectify the defect via remote maintenance, the Supplier must ensure that an expert service technician appears on site within 48 hours after receipt of the report by Hirschmann Automotive at the latest.

9 SPARE AND WEAR PARTS

9.1 The Supplier shall ensure that it is able to supply Hirschmann Automotive with spare and wear parts under reasonable conditions for the planned service life of the delivered Machine, but at least for a period of fifteen (15) years after the cessation of production of serial parts with the Machine, and to carry out corresponding repair works. The Supplier shall ensure that spare parts and wear parts can be delivered to Hirschmann Automotive within one (1) working day.

9.2 In addition, the Supplier is obliged to provide Hirschmann Automotive with a complete list of spare parts with the delivery of the Machine, stating the manufacturer's product number (also in the case of retail products).

9.3 If the Supplier intends to discontinue the production of spare or wear parts for the Machine delivered to Hirschmann Automotive, or if a defect in the supply of spare and wear parts becomes apparent, the Supplier is obliged to notify Hirschmann Automotive in writing immediately and at least half a year before the end of its ability to deliver and to propose suitable replacement measures.

10 QUALITY

10.1 The Supplier is obliged to maintain an appropriate quality management system. The Supplier’s quality management system shall be based on international standards such as ISO 9001, ISO 14001 and IATF 16949 as amended from time to time and Supplier shall ensure the required certifications.

10.2 The Supplier shall comply with the recognized rules of technology, the applicable safety provisions, the agreed technical specifications, the known quality standards of Hirschmann Automotive and the technical delivery regulations of Hirschmann Automotive (available under www.hirschmann-automotive.com). The Machine must comply with the current state of the art and all relevant legal regulations and standards.

10.3 Machines mandatorily subject to labelling in accordance with respective international standards and applicable legal requirements are to be supplied with the appropriate labelling and declaration (e.g. CE Declaration of Conformity) of conformity. In addition, the Supplier is obliged to hand over the relevant documentation prior to commissioning. If other legally prescribed documents are required for the Supplier's delivery, these must be provided by the Supplier.

10.4 The Supplier is obliged to comply with a possible quality assurance agreement, which shall take in any case precedence over these Terms and Conditions of Purchase. Supplier shall also comply with all other standards, conditions, requirements, specifications and guidelines provided to Supplier by Hirschmann Automotive.

10.5 At the request of Hirschmann Automotive, the Supplier agrees to provide Hirschmann Automotive, Hirschmann Automotive's customers and authorities with insight into the production process and the test documents for the Machine for the purpose of verifying certain requirements and to provide all reasonable assistance.

10.6 The Supplier is also obliged to impose all obligations incumbent on it for quality assurance to its Suppliers.

11 WARRANTY – LIABILITY

11.1 The Supplier expressly warrants that the Machines (i) are new and of best quality, (ii) are free from any defects, (iii) comply with the latest state of the art, these Terms and Conditions of Purchase, the applicable legal provisions, and the provided requirements and specifications, (iv) are free and clear of all liens, restrictions, security interests, encumbrances and claims of others, and (v) are suitable for the intended use.

11.2 The Supplier expressly waives the objection of violation of the obligation to inspect and to give notice of any defects.

11.3 The use of the delivered Machine by Hirschmann Automotive beyond what is necessary for the investigation shall not be deemed to be its approval or a waiver of any claims.

11.4 The warranty period for Machines is 24 months from the date of the positive final acceptance or from the time of handover of the delivered Machine, whichever occurs later, but ends at the earliest when 50% of the required maximum annual output quantity of the respective Machine is reached. The warranty period for other deliveries and services is 36 months from receipt of the delivery upon or complete performance of the service to Hirschmann Automotive.

11.5 Hirschmann Automotive shall be free in its choice of warranty remedies, shall be entitled to reject and return to Supplier any non-conforming or defective

goods at Supplier's expense and risk, shall be entitled to reduce the price for non-conforming or defective Machines and shall also be entitled to rescind from the respective contract in case of minor defects. The place of subsequent performance is the permanent establishment of Hirschmann Automotive or another place designated by Hirschmann Automotive.

11.6 In urgent cases or if Supplier fails to remedy the defective Machine within a reasonable period of time not exceeding 10 calendar days, Hirschmann Automotive shall be entitled to remedy the defects itself or to have them remedied by a third party at Supplier's expense.

11.7 Despite the assertion of warranty claims, further claims of Hirschmann Automotive, in particular from product liability, damages, tortious acts and actions performed without due authority, shall remain unaffected.

11.8 Supplier shall bear all costs and expenses incurred by Hirschmann Automotive and the customers of Hirschmann Automotive in connection with the warranty claim, in particular costs for examination, sorting, testing, repair, storage, return, transport, travel, personnel and material, rectification of defects by Hirschmann Automotive or a third party, rework, installation, and removal.

11.9 Supplier shall be liable for any and all direct and indirect damages, including but not limited to incidental and consequential damages and pecuniary losses, lost profits, expected but not realized savings, damages from third party claims, litigation costs and attorney fees as well as other damages incurred at Hirschmann Automotive or the customers of Hirschmann Automotive in connection with the goods or services of the Supplier.

11.10 If claims are made against Hirschmann Automotive or the customers of Hirschmann Automotive by third parties in connection with Supplier's goods or services, Supplier shall assume liability and support Hirschmann Automotive or the customers of Hirschmann Automotive free of charge in the defense against such claims and shall indemnify Hirschmann Automotive or the customers of Hirschmann Automotive against all losses, damages and costs, including the costs of the defense against such claims (including appropriate litigation and legal costs), if its conduct or its deliveries or services were the cause of liability.

11.11 Supplier shall be liable for all costs, damages and expenses resulting from preventive measures taken by Hirschmann Automotive or the customers of Hirschmann Automotive to avert damage (e.g. recall action) in accordance with the share of causation originating from Supplier's sphere.

12 COMPLIANCE

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

12.2 In particular, the Supplier is also obliged to comply with laws, ordinances and regulations relating to the safety and health of employees, the protection of the environment, the transport of dangerous goods and fire protection, insofar as these are relevant for the performance of the delivery or service. Prior to delivery and commissioning of the Machine, the Supplier must contact the relevant Hirschmann Automotive specialists about the plant-specific occupational health and safety, environmental protection and fire protection requirements.

12.3 If Supplier violates any of these provisions, Supplier shall compensate Hirschmann Automotive for all damages and expenses incurred thereby.

12.4 If Supplier breaches a material contractual obligation, Hirschmann Automotive may withdraw from or terminate the contract without notice and without consequences.

13 SUB-SUPPLIERS

13.1 Supplier shall only be entitled to engage sub-suppliers or to transfer the manufacturing of the goods or the provision of the services to sub-suppliers with the prior written consent of Hirschmann Automotive, provided that such subcontracting goes beyond the supply of components or materials to the Supplier.

13.2 If the Supplier engages sub-suppliers, Supplier shall ensure that the sub-suppliers comply with all agreements, specifications and requirements.

13.3 Supplier shall be liable for the engaged sub-suppliers.

13.4 Supplier shall enable Hirschmann Automotive to inspect the sub-suppliers and shall fully support Hirschmann Automotive in such inspections.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Intellectual Property Rights means any and all copyright protected works (including software and drawings), ideas, inventions, patents, patent applications, designs, specifications, techniques, discoveries, trade secrets, know-how, processes, compilations of information, trademarks, samples, test results, research results, design rights and all similar or equivalent industrial or intellectual property rights (hereinafter referred to as „**IPR**").

14.2 Any IPR provided to Supplier by Hirschmann Automotive (e.g. drawings, construction details, specifications, ideas, know-how or other information) shall remain the sole property of Hirschmann Automotive. They may only be used for the benefit of third parties with the prior written consent of Hirschmann Automotive. The IPR of Hirschmann Automotive shall also extend to the objects produced by processing or using or exploiting Hirschmann Automotive's IPR.

14.3 All IPR created by Supplier in connection with the delivery of goods or the provision of services to Hirschmann Automotive, whether created by Supplier alone, with any third parties or together with

Hirschmann Automotive (hereinafter referred to as "**Foreground IP**"), shall belong exclusively to Hirschmann Automotive and Supplier shall grant Hirschmann Automotive the exclusive, irrevocable, perpetual, worldwide and transferable right to use such Foreground IP for all currently known and future types of exploitation, without any limitation in terms of subject matter, place and time, free of charge. This right includes the right to edit and sublicense the Foreground IP. Hirschmann Automotive shall be exclusively entitled to have this Foreground IP protected (e.g. as patent).

14.4 If Supplier has already existing IPR which concern the exploitation of the Machine (hereinafter referred to as **"Background IP"**), Supplier shall grant Hirschmann Automotive free of charge the right to use its Background IP for all presently known and future types of exploitation, unlimited as to subject matter, place and time. This right includes the right to edit and sublicense.

14.5 Upon request, Supplier shall immediately provide Hirschmann Automotive with all information which Hirschmann Automotive reasonably considers necessary for the understanding, operation, maintenance, use, or resale of the Machine.

14.6 Supplier guarantees that no domestic or foreign IPR of third parties are infringed in connection with the Machine and their use. In the event of a claim by a third party in this respect, Supplier shall assume liability and support Hirschmann Automotive free of charge in the defense against such claims and shall fully indemnify Hirschmann Automotive against all damages and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).

14.7 If third parties claim an infringement of their rights in connection with Supplier's the Machine, Supplier shall also, at the option of Hirschmann Automotive and at Supplier's expense, (i) modify or replace the Machine in such a way that they do not infringe any third party rights, (ii) acquire for Hirschmann Automotive the necessary rights to use the Machine or (iii) fully reimburse Hirschmann Automotive for the costs of procuring replacement.

14.8 The name of Supplier or its company logo may appear on Machine manufactured according to the specifications of Hirschmann Automotive only with the express written consent of Hirschmann Automotive.

15 RIGHT OF ACCESS - AUDIT

15.1 Hirschmann Automotive, the customers of Hirschmann Automotive, their representatives and the competent authorities shall be granted free access to Supplier's premises during normal business hours and without unnecessarily disrupting Supplier's operations after giving 24 hours' notice to Supplier.

15.2 The Supplier shall also enable such access or audit at its sub-suppliers.

16 CONFIDENTIALITY

16.1 The Supplier undertakes to maintain confidentiality for an indefinite period of time with regard to all non-public or proprietary commercial, technical or other information of which Supplier becomes aware through Hirschmann Automotive (hereinafter referred to as "**Confidential Information**"), to use it exclusively for the purpose of the cooperation with Hirschmann Automotive, not to use it for Supplier's own benefit and neither to disclose it to third parties nor to use it for the delivery of goods or performance of services to third parties.

16.2 Supplier shall impose a corresponding obligation of confidentiality on its employees, sub-suppliers and any other parties involved in the business relationship.

16.3 Confidential information may only be used for delivering the goods or rendering the services to Hirschmann Automotive.

17 INSURANCE

17.1 Supplier shall maintain adequate insurance coverage as usual in the automotive industry, in particular a business liability insurance to an appropriate extent. At the request of Hirschmann Automotive, proof of insurance cover shall be provided.

17.2 Hirschmann Automotive may additionally require Supplier to obtain a certain type of insurance (in particular product liability and recall insurance) in a specific amount.

18 INSOLVENCY

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

19 PLACE OF PERFORMANCE - JURISDICTION - APPLICABLE LAW

19.1 Unless otherwise agreed, the place of performance for the delivery of goods or performance of service shall be the respective place of business of Hirschmann Automotive.

19.2 Unless otherwise agreed by the parties, the exclusive place of jurisdiction for all legal disputes in connection with all deliveries of goods or performances of services rendered by Supplier to Hirschmann Automotive, with all contracts concluded between Supplier and Hirschmann Automotive and with these Terms and Conditions of Purchase shall be the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier. However, Hirschmann Automotive shall be entitled, at its option, to assert claims against the Supplier at Supplier's place of business.

19.3 Unless otherwise agreed by the parties, the relationship between Supplier and Hirschmann Automotive shall be governed exclusively by the laws of the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier, excluding the conflict of laws rules and the United Nations

Convention on Contracts for the International Sale of Goods (CISG).

20 GENERAL PROVISIONS

20.1 In case these Terms and Conditions of Purchase are translated into other languages, the English version shall prevail.

20.2 These Terms and Conditions of Purchase will not be deemed as establishing any labor relationship between the parties nor between their employees or sub-suppliers, which will act as independent parties. The parties are independent and none of the provisions of these Terms and Conditions of Purchase will be considered as a joint venture or agency, mandate nor employer relationship between them.

20.3 Supplier shall only be entitled to exercise rights of retention regarding such claims which have been legally established or acknowledged by Hirschmann Automotive.

20.4 Supplier shall not be entitled to assign its rights and obligations under these Terms and Conditions of Purchase, in whole or in part, without the prior written consent of Hirschmann Automotive. Hirschmann Automotive shall be entitled to assign its rights and obligations in whole or in part to Affiliated Companies.

20.5 Any modification and amendment to these Terms and Conditions of Purchase shall only be effective if agreed in writing and duly signed by Hirschmann Automotive and the Supplier. This shall also apply to any amendment of this written form clause.

20.6 If individual provisions of these Terms and Conditions of Purchase are invalid, the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended purpose. The same applies to the extent that these Terms and Conditions of Purchase should have any gap.