

General Terms and Conditions of Purchase of Ensinger GmbH

I. General Information

1. These Terms and Conditions of Purchase apply to all of our business relationships with our suppliers and service providers. The Terms and Conditions of Purchase only apply if the supplier is an "entrepreneur" ("Unternehmer", section 14 of the German Civil Code (BGB)), a public-law legal entity or a public-law fund. We place orders solely on the basis of these Terms and Conditions of Purchase, irrespective of whether the individual case relates to a purchase agreement, a contract to deliver a specified result (Werkvertrag), a contract for work and materials (Werklieferungsvertrag) or another contractual relationship. This shall also apply to business transacted in the future.

2. We do not consent to the inclusion of General Terms and Conditions of Delivery of our suppliers or service providers, even if we do not explicitly object to them/accept deliveries or services subject to no reservations in individual cases.

II. Technical Documents, Moulds and Tools, Confidentiality

1. If we provide the supplier with technical documents, such as diagrams or technical drawings, then the supplier customer is only allowed to use these for the production process based on our order, and must not make them accessible to third parties.

2. We shall retain ownership of, and copyrights to, such documents. Once the order has been processed and/or at our request, the supplier must return these documents to us without delay and free of charge.

3. Tools, other objects and/or software that the supplier produces in order to execute our orders and for which it charges separate remuneration, where appropriate also only on a pro rata basis, shall become our property at the time of manufacture. Initially, these tools, other objects and/or software shall be held in custody for us, may only be used to execute our order and must be provided to us, on request, once the order has been processed. Any costs for the maintenance of the tools shall be borne by the supplier as a general rule. Any destruction and/or disposal of the tools shall require our written consent.

4. The supplier undertakes to treat all commercial and technical details of which it becomes aware in the course of its business relationship with us and that are not public knowledge as business secrets.

5. Any references to the business relationship with us of any kind in the supplier's advertisements shall require our explicit written consent.

III. Proposal and Orders

1. Orders, contracts and call-offs, as well as amendments and supplements to these, must be in writing, Fax, remote data transmission or e-mail shall also be deemed to satisfy the written form requirement.

2. The supplier must adhere precisely to our enquiry in its proposal with regard to quantities and characteristics and must explicitly draw attention to any deviations. Proposals are to be prepared free of charge.

3. The supplier must accept our order within 7 working days. Otherwise, we are no longer bound by our order. Call-offs become binding if the supplier does not object to them within 3 working days of receiving them.

IV. Prices

1. In the absence of any agreements to the contrary, the prices are fixed prices for the entire delivery period. The prices include packaging and ancillary. The valid statutory VAT must be shown. Otherwise, it will be considered included in the price.

2. If the supplier has assumed responsibility for mounting, installation and/or commissioning and in the absence of any written agreements to the contrary, then the supplier shall bear all of the required ancillary costs, e.g. travel expenses and the provision of tools.

V. Invoice, Payment Terms

1. Invoices are to be sent separately from the delivery. Each order is to be invoiced separately. The order confirmation, invoice and the delivery note must clearly highlight the order number used in our order, the order date, the supplier number, if existing the project number, and our item numbers.

2. We shall pay within 14 days of the contractual receipt of the goods ordered and receipt of a due, proper and verifiable invoice subject to a discount of 3%, or in purely net terms within 30 days.

3. We shall have rights of offset and retention to the extent that is permitted by law.

VI. Delivery Deadlines and Default on Delivery

1. The delivery deadlines specified are binding. Compliance with the delivery deadline shall be determined by the receipt of the goods by us. Partial deliveries by the supplier are only permitted subject to a separate agreement. We are, however, entitled to request partial deliveries.

2. If goods are delivered to us prior to the agreed delivery date, we are entitled to refuse to accept them and either send them back or store them with third parties at the supplier's expense. The payment claim, however, shall fall due on the originally agreed delivery date at the earliest.

3. We are entitled to change the agreed delivery dates to the extent that is deemed reasonable for the supplier if this is required in order to ensure smooth operations within our company.

4. The supplier is obliged to inform us without delay if circumstances arise or become known to it that pose a risk to adherence to the delivery deadline or make such adherence impossible.

5. Deliveries can only be made at the agreed times.

6. In the event of default on delivery, we are entitled to levy a contractual penalty corresponding to 1%, but no more than 5% in total, of the order value for each week of delay or part thereof. The right to assert claims for any further damage is unaffected by this. The supplier shall have the right to furnish proof that no damage or less substantial damage was incurred. The contractual penalty shall be offset against the damages.

7. Force majeure, industrial disputes, official measures and other unforeseeable, unavoidable and serious events shall release us from our performance obligations for the duration of the disruption and to the extent of its impact.

VII. Place of Performance, Transfer of Risk, Acquisition of Ownership

1. The place of performance is the place specified in the order to which the goods are to be delivered or in which the work/service is to be performed. The place of performance for our payments shall be our registered office.

2. Deliveries are to be made DDP pursuant to Incoterms 2020.

3. At the time of the transfer of risk at the place of performance or the handover to a forwarding agent that has been especially commissioned by us, we shall acquire ownership of the goods without the reservation of any rights for the supplier.

VIII. Acceptance of Work Performance

1. Any acceptance of work shall take place after completion of such by way of our formal counter-signature on the respective record of acceptance. In relation to any performance which cannot be subsequently checked or examined the Supplier shall give us in good time written notice requiring the examination. Any fictional acceptance by way of failing to respond to a request for inspection, or by way of payment or actual use is hereby excluded.

2. Acceptance of any type required by the official authorities, in particular acceptance by recognised experts, shall be arranged by the supplier at its own expense before the acceptance of the work insofar as such is not expressly excluded from the scope of performance. Any official certificates as to defect-free nature or any official approvals or acceptances shall be provided to us in good time before the acceptance of the work.

IX. Inspection of Defects and Warranties

1. The acceptance of the goods shall not mean that we waive our warranty claims. If a defect is discovered, the notification shall definitely be deemed to have been made immediately if it is made 5 days after its discovery.

2. In this respect, the supplier shall waive the right to object to the delayed notification of defects.

3. The statutory provisions governing material defects and defects of title shall apply in the absence of any provisions to the contrary below.

4. If the supplier fails to start rectifying the defect as soon as we ask it to, then we shall have the right, in urgent cases, in particular to defend against acute risks or to prevent more considerable damage, to rectify the defect ourselves, or arrange for a third party to do so, at the supplier's expense.

5. In cases involving defects of title, the supplier shall also indemnify us against any third-party claims.

6. If we incur costs due to the defective delivery of the subject matter of the agreement, in particular transportation, travel, labour, material costs or costs for incoming goods inspections that exceed the usual scope, then the supplier shall bear these costs.

7. If we withdraw products that have been manufactured and/or sold by us due to defects that relate to the subject matter of the agreement supplied by the supplier, or if our purchase price is reduced or any other claims are asserted against us as a result of such defects, we reserve rights of recourse to the supplier. With regard to our rights resulting from defects, we shall not be required to set any deadlines which would otherwise be required.

X. Product Liability

The supplier shall indemnify us against all third-party claims resulting from and in connection with bodily injury and physical loss or damage if and to the extent that the reason lies within the supplier's organization and sphere of control. Within this context, the supplier is also obliged to reimburse us for all expenses, pursuant to sections 683, 670 BGB, that we incur resulting from or in connection with a recall or other measures taken by us.

XI. Property Rights

1. The supplier warrants that its delivery and the use of its delivery does not breach any industrial property rights or other third-party rights, and does not breach any statutory or official provisions of any kind.

2. If a claim is asserted against us by a third party due to a breach of property rights, then the supplier shall indemnify us if it is at fault. The supplier's indemnification obligation pertains to all expenses that we necessarily incur as a result of, or in connection with, the assertion of a claim by a third party.

3. The Parties undertake to inform each other without delay of any risks of a breach and alleged breaches of which they become aware, and to give each other the opportunity to counteract such claims by mutual agreement.

XII. Quality Assurance

1. The Supplier undertakes to maintain a quality management system pursuant to DIN EN ISO 9000 et seq., which must ensure the impeccable quality of the deliveries to us, during the entire term of the business relationship, to monitor this system by way of internal audits at regular intervals and, if any deviations are identified, to take the necessary measures without delay. We have the right to assess the supplier's quality assurance system at normal business hours following prior notification. The supplier shall give us an insight, on request, into its certification and auditing areas, as well as into the testing procedures it follows, and shall grant us access to all testing records and documents relating to the delivery.

2. We have a certified energy management system pursuant to DIN EN ISO 50001, meaning that we expect our suppliers to work in an energy-efficient manner. This shall be taken into account when evaluating suppliers.

XIII. Legal Requirements

1. The supplier shall send us operating instructions in German, as a hard copy and in electronic form, a risk analysis and assembly instructions for partial machines free of charge.

2. The supplier guarantees that the goods delivered comply with the relevant accident prevention and industrial safety provisions, and with the recognized occupational health and safety regulations of the supplier's country, of the Federal Republic of Germany and of the intended country of use. In particular, the supplier

warrants that the goods delivered comply with the relevant EU Directives and the national acts, regulations and harmonised standards passed on the basis of these Directives, as amended, and that the conformity assessment procedures set out in these Directives are followed. If a claim is asserted against us by a third party due to failure to comply with such provisions, then the supplier shall indemnify us against all costs incurred in this regard upon our first written request. Our right of indemnity shall apply irrespective of whether the supplier is at fault.

3. The supplier shall ensure that all products, processes, and services conform to the current applicable statutory and regulatory requirements in the country of receipt, the country of shipment, and the customer-identified country of destination. The supplier shall document its process.

XIV. Export Control and Customs

1. The supplier is obliged to inform us of any export license requirements or restrictions that apply to the (re)-export of its goods pursuant to national or international export and customs provisions in writing after our order is received.

2. In cases involving goods requiring an export license, we must be provided with all of the information required to obtain export licenses, in particular the applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN), in writing before the first delivery is made. In the event that a product is subject to the ITAR provisions, the supplier shall also inform us of which end-use and end-users have been approved. A copy of the permit or agreement must be sent to us without us having to request it.

3. The supplier is obliged to inform us in writing without delay of any changes regarding the export license requirements that apply to its products.

4. We shall be entitled to terminate any contract with immediate effect in relation to the supplier insofar as any changes in applicable national or international export control laws or regulations or our internal rules based on such render impossible, or appear to make impossible, any acceptance of the contractual services or the fulfilment of obligations under the contract for the foreseeable future

XV. Compliance

1. We have a Code of Conduct that can be accessed on our website. We are not obliged to introduce any compliance provisions of our suppliers.

2. The supplier shall refrain from actions or omissions that, regardless of the form of participation, may lead to administrative fines or criminal prosecution, in particular for corruption or a violation of antitrust or competition law, by the supplier, by employees of the supplier or by third parties engaged by the supplier (hereinafter referred to as "Violation" or "Violations"). The supplier shall be obligated to take all steps necessary to avoid Violations. For this purpose, the supplier shall be responsible for the compliance and proper performance by its employees and all third party representatives with all relevant laws and shall conduct appropriate trainings.

3. Upon written request by us, the supplier shall submit information about the above measures, in particular regarding the content and status of implementation. For this purpose, the supplier shall completely and accurately answer a compliance questionnaire issued by us and will provide us with the documents related to such questionnaire.

4. The supplier will inform us without undue delay of any Violation and of the commencement of official investigations by any authority regarding a Violation. Additionally, if there are any indications of a Violation by the supplier, we are entitled to request written information about the Violation and all steps taken by the supplier for rectification and future compliance as well as immediate omission.

5. In the event of a breach of one of the aforementioned obligations, the supplier shall immediately cease such actions, shall compensate us for any and all damage suffered by us due to such breach and / or we shall have

the right to terminate in writing any Individual Agreement for cause without notice. We shall have the right to demand indemnification from any third party claims or damages that have been caused by a breach of the aforementioned obligation by the supplier, his sub-contractors or their respective subcontractors.

6. In case of any infringement of antitrust law in the form of hardcore restrictions, i.e. in case of cartel agreements or concerted practices entered into by the supplier regarding price fixing, bid rigging, quantities, quotes, territories or customers, the amount of damages shall be 15% of the net sales of the products or services of the supplier affected by the cartel and sold to us before we became aware of the infringement. The right to prove actual damage at a lower level or the non-existence of any actual damage by the supplier shall not be affected hereby. This shall also apply to any claims for higher levels of damage as well as other contractual or legal claims of us.

XVI. Confidentiality / Information

1. The supplier (i) shall keep secret all information, including without limitation drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), (ii) may not make such Information available to third parties (including sub-Suppliers) without our written consent and (iii) may not use such Information for purposes other than as determined by us. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information (i) that the supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, (ii) that the supplier later obtains legitimately without being obligated to keep such information confidential, (iii) that is or becomes generally known without any breach of contract by one of the parties or (iv) for the disclosure or the independent use of which the supplier has received permission. The supplier may not advertise its business relationship to us without our prior written consent.

2. We retain title and reserve all other rights (such as copyright) to the Information. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. Supplier hereby agrees with us that the Supplier stores the copies on behalf of our company as bailee. The supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in each case upon our request. The supplier has no right, on whatever grounds, to retain such objects. The supplier shall confirm the complete return or destruction of the relevant object in writing.

3. If the supplier breaches its obligations set forth in this clause, a contractual penalty in the amount of Euro 25,000 shall become due and payable immediately for each breach. The supplier shall retain the right to have the contractual penalty determined by a court decision. Damages shall be set off against any paid contractual penalties.

XVII. Quality Control

1. The supplier shall constantly monitor the quality of its performance. Before any delivery of contractual goods the supplier shall ensure that goods intended for delivery are free of defects and conform to the agreed technical requirements and the supplier shall warrant such to us in writing.

2. A certification in respect to ISO 9001 is mandatory. Supplier for the automotive or medical industry shall be certified in respect to ISO/TS 16949 respectively DIN EN ISO 13485.

XVIII. General Provisions

1. The supplier is not authorised to assign its claims against us, or have them collected by third parties, without prior written consent, which must not be unreasonably withheld. If the supplier assigns its claim against us, pursuant to sentence 1, to a third party without our consent, then the assignment shall nonetheless be effective. We can opt, however, to make payment either

to the supplier or the third party with a discharging effect.

2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of its international private law insofar as it refers to the validity of a different jurisdiction. The application of the harmonised UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral agreements serving to harmonise international purchasing is excluded.

3. Nuffingen, Germany, shall be the sole place of jurisdiction for all disputes arising directly or indirectly from contractual relationships on which these Terms and Conditions of Purchase are based.

4. Should any provision of these Terms and Conditions or the further agreements concluded be or become ineffective, this shall not affect the validity of the remaining provisions. The Parties are obliged to replace the ineffective provision by the provision that most closely approximates the economic intent of the original provision.