

General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")

OVERVIEW

1. Validity
2. Principle for the delivery of products
3. Determination of the delivery item, contractually agreed quality, changes to products
4. Quality management system
5. Coordinators, parts history, change management
6. Traceability
7. Incoming goods inspection
8. Tools and production equipment provided
9. Environment, hazardous substances, Conflict Minerals, Supply Chain Due Diligence Act
10. Logistics, packaging
11. Deliveries, delay in delivery
12. Force majeure, disruptive events
13. Payment
14. Assignments, retention of title
15. Liability for material defects (warranty)
16. Producer liability, product liability
17. Insurance
18. Property rights
19. IT - Security
20. Contract term, termination of contract
21. Place of jurisdiction, contract language, court of arbitration
22. Choice of law
23. Confidentiality
24. General information
25. Attachments

General Terms and Conditions of Purchase (GTCP) of Bilstein & Siekermann GmbH + Co. KG (hereinafter referred to as "BSH")

1. **Validity**

1.1 These GPC shall apply as the contractual basis now and in the future for every initiation of a business relationship, for every invitation to submit an offer, for every conclusion of a purchase contract and for every implementation of business relationships of BSH with suppliers of goods or services (hereinafter collectively: "Supplier(s)"). They are always an integral part of all procurement contracts. Conflicting or deviating terms and conditions of the supplier are excluded without exception, unless we have agreed to them individually in writing. Conflicting or deviating terms and conditions of the Supplier shall also remain excluded if we do not object to them in the course of business transactions and/or accept deliveries or services without reservation.

1.2 These GPC are available for download at www.bsh-vs.com in the currently valid version. They can be requested at any time. (In the event of ambiguities or contradictions, the German version shall prevail).

1.3 In cross-border business transactions, these GTCP are available for download by the Supplier in accordance with Article 8 of the "United Nations Convention on Contracts for the International Sales of Goods" (CISG = UN Sales Convention) at www.bsh-vs.com as an integral part of the entire legal relationship with the Supplier for download by the Supplier. Irrespective of this, they will also be sent or handed over to the Supplier at the Supplier's request.

2. **Principle for the delivery of products**

2.1 BSH is a manufacturer of generally customised products that are used in particular in vehicles and machines that can also be used by consumers, even if they are not intended for this purpose by the manufacturer. These products are generally relevant to safety and functionality. Products from BSH and the supplier's products integrated into them are regarded as standardised products in the interests of the user. They are subject to the "general safety requirement" applicable to all products in accordance with EU Regulation 2023/988 and all provisions of EU conformity assessment law on which this regulation is based. The legal obligations of the supplier to place only safe products on the market or make them available on the EU market on his own responsibility are his contractual obligations towards BSH. BSH and the supplier co-operate and communicate as equal partners on an equal footing within this legal framework to ensure that BSH can manufacture fault-free products.

2.2 The basis of the cooperation between BSH and the supplier is the supplier's quality capability over the entire duration of the supply relationship. The supplier shall demonstrate its quality capability by establishing and maintaining a certified quality management system (hereinafter referred to as "QMS") in accordance with the harmonised European standard DIN EN ISO 9001:2015 and IATF 16949:2016. The applicable certification conditions are an integral part of the contract, including the internationally recognised or industry-standard regulations referred to by them (e.g. APQP, PPAP, PPF procedure according to VDA 2 etc.). All technical and procedural specifications agreed thereafter between BSH and the supplier shall constitute the binding quality agreement.

2.3 With each declaration of conformity, the supplier assures that his deliveries and services are in accordance with the contract and can be released by BSH for series delivery to BSH. The release by BSH does not constitute a legal authorisation or acceptance by BSH. It does not release the supplier from his legal obligations. As a rule, BSH can incorporate the supplier's certificate of conformity into its own certificates of conformity intended for BSH customers.

General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")

3. Determination of the delivery item, contractually agreed quality, changes to products

3.1 The supplier shall contribute its expertise to the assessment of customer-specific requirements (IATF 16949:2016 -4.3.2), taking into account statutory product safety requirements (IATF 16949:2016 -4.4.1.2) as well as manufacturability and feasibility (IATF 16949:2016 -8.2.3.1.3). The quality characteristics must be documented in the initial sample test report (EMPB).

3.2 The supplier shall keep the documents of the EMPB or other certificates of conformity, including any subsequent amendment, for at least 15 years on suitable permanent data carriers. They must be returned to BSH immediately upon request, in particular for the defence of warranty and/or liability claims. The supplier has no right to refuse performance. Storage on an external server (e.g. cloud computing or similar third-party services) is only permitted with the written consent of BSH. It is conditional on BSH being authorised to access the external server at any time and without hindrance, which the supplier must provide.

3.3 BSH must be notified immediately in writing of any planned changes to the supplier's product or production processes, including all changes to the supplier's procurement process. It shall always require the consent of BSH. Section 3.1 shall apply accordingly to all changes.

3.4 The supplier shall provide its services itself. Any commissioning of third parties requires the written consent of BSH. The supplier is responsible for the quality capability of the third party in accordance with DIN EN ISO 9001:2015/IATF 16949:2016. This also applies if the third party is only a dealer. The supplier shall be liable for third parties commissioned by it in relation to BSH as if it had provided the services of the third party itself.

3.5 BSH is entitled to demand changes to the delivery item or the production process, including test equipment and methods, at any time. Clause 3.1 shall apply. Any resulting additional or reduced costs shall be agreed. The supplier may not make its co-operation dependent on the prior conclusion of an agreement on the costs.

3.6 If the supplier is a supplier designated by the end customer of BSH (set component supplier within the meaning of IATF 16949:2016- 8.4.1.3 and VDA 2), it must provide BSH with the validation decision and series release by its customer with all applicable verification documents in accordance with VDA 2 and all information still deemed necessary by BSH to enable BSH to assess the suitability of its products for further use by BSH. For deliveries to BSH, BSH may demand proof of the compatibility of the set part supplier's services with its customer's specifications. The relationship between the set-top supplier and BSH mediated by the supplier is a business-like contact within the meaning of § 311 No. 3 BGB. Clause 3.4 shall apply accordingly.

3.7 In the case of mass-produced parts, standard or standardised products (e.g. screws, rivets, bushes, washers, etc.), the supplier must confirm conformity with BSH's order specifications. BSH may request an acceptance test certificate in accordance with DIN EN 10204 - 3.1 or 3.2.

3.8 The supplier is advised that all certificates issued by BSH will be passed on to BSH's customers as certificates of conformity.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

4. Quality management system

4.1 During the business relationship with BSH, the supplier must maintain a certified and effective quality management system (hereinafter: "QMS") in accordance with DIN EN ISO 9001:2015 and IATF 16949:2016 in the respective applicable version. The supplier must notify BSH immediately of any expiry, restriction or withdrawal of the certificate. BSH may demand proof of a 100% outgoing goods inspection if a supplier does not maintain a QMS or only maintains a QMS with limited effectiveness. The obligations to act under the standardised QMS are contractual obligations of the supplier. The rights of BSH to audit the supplier and to demand annual re-qualification measures remain unaffected.

4.2 BSH may demand the conclusion of a quality assurance agreement (hereinafter: "QAA") for deliveries and services of the supplier at any time. Provisions deviating from these GPC may be agreed in the QAA.

5. Coordinators, parts history, change management

5.1 BSH and the supplier shall each appoint a coordinator responsible for handling the supply relationship. As process owners, the coordinators must have management competences and authorisations (IATF 16949:2016 - 5.1.1) for the implementation of the supply relationship. They are responsible for the control of documented information (IATF 16949:2016 - 7.5.3.1). BSH may require that the supplier's coordinator is also the Product Safety Officer ("PSO") or that BSH is nominated another suitably qualified person.

5.2 The coordinators shall maintain a parts history for each product (in accordance with VDA 2 No. 5.5). Every product and/or production process change must be recorded by the coordinators in the parts history with the valid drawing and index status and communicated as documented information in a legally binding manner. Retroactive changes to the parts history are not permitted. The parts history is the authoritative document with probative value for the last valid agreement status between BSH and the supplier.

5.3 At the request of BSH, the supplier must disclose all documented information created by him in the course of product realisation and hand it over to BSH. If there are compelling reasons for not handing over the information in order to protect legitimate trade secrets, BSH may demand that it be handed over, inspected and analysed by a third party bound to professional secrecy.

6. Traceability

The supplier must ensure the legal traceability of the products it supplies and all products, materials (including process engineering products) and services procured for this purpose. It must be suitable for ensuring traceability throughout the supplier's value chain (IATF 16949-8.5.2.1). The traceability procedures and the labelling of the products must be agreed with BSH on a case-by-case basis, taking into account the specifications of BSH customers.

7. Incoming goods inspection

7.1 With the delivery to BSH, the supplier establishes the trust that the products correspond to the agreed quality (section 2.2). BSH shall therefore only carry out an incoming goods inspection under commercial law (§ 377 HGB) with regard to identity, quantity and obvious transport damage. BSH shall immediately notify the supplier of any defects resulting from this in the ordinary course of business.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

7.2 Due to the nature of the product or production process, defects can generally only be detected in the appropriate processes of further processing at BSH or the BSH customer. The notification of such defects or of defects discovered by BSH due to complaints by the customer (together: hidden defects) within ten working days of BSH becoming aware of them is in accordance with the contract and also timely within the meaning of § 377 HGB (German Commercial Code). The notification period shall be extended appropriately if reliable evidence for the detection of a defect or an allocation of the cause of the defect ("root cause") to the supplier only emerges on the basis of investigations and enquiries at BSH or at third parties. The deadlines shall be extended appropriately if the supplier does not co-operate appropriately in the root cause investigation.

7.3 Notwithstanding the incoming goods inspection under commercial law, BSH may demand processes and procedures for the technical incoming goods inspection (e.g. EOL inspections) in accordance with Chapter 8 of DIN EN ISO 9001:2015. BSH is authorised to audit the supplier or have the supplier audited in accordance with the audit conditions of VDA 6.8 "Process Audit Supply Chain". BSH may request the following individual certificates as proof of the acceptability of a delivery from the VDA 6.8 audit conditions.

7.4 In all cases of clause 7, the supplier waives the defence of late notification of defects.

8. Tools and equipment provided

8.1 Production equipment of all kinds, such as samples, drawings, models, tools, specifications, software, etc., which are made available or provided to the supplier by BSH, shall remain the exclusive property of BSH. They must be clearly and indelibly labelled as such by the supplier.

8.2 Manufacturing equipment purchased or manufactured by the supplier and paid for by BSH or amortised via the parts price shall become the property of BSH upon acquisition or completion. The handover of the production equipment to BSH required for the transfer of ownership shall be replaced by the loan of the production equipment and the associated obligation of the supplier to store it for BSH. After the end of the loan relationship, BSH is entitled to an unconditional claim for return. BSH may demand the conclusion of separate tool hire agreements.

8.3 The supplier shall store the production equipment provided free of charge, separately from other property, and securely against access by unauthorised persons with the care of a prudent businessman. The supplier shall be liable to BSH for any damage caused to the production equipment or by its incorrect use. The supplier shall bear the maintenance and servicing costs as well as the operating costs, including wear parts, unless otherwise agreed.

8.4 The means of production owned by BSH may only be used for the purpose of fulfilling the contract for BSH. In the event of non-compliance, BSH shall be entitled to demand the return of the means of production at any time. The supplier shall have no right to refuse performance, in particular to ensure BSH's production capability. BSH may demand information, invoicing and payment of the advantage gained by the supplier through the unauthorised use.

8.5 The supplier shall notify BSH immediately of any access by third parties to the means of production and provide any assistance to enable BSH to defend itself against access by third parties in its own right.

8.6 Unless otherwise agreed, the supplier must insure these items at their replacement value in its public liability insurance and fire insurance including extended natural hazards in favour of BSH. He shall instruct the insurer to provide insurance benefits exclusively to BSH. BSH is authorised to insure the supplier itself through insurance for the account of a third party.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

9. Environment, hazardous substances, Conflict Minerals, Supply Chain Due Diligence Act

9.1 The supplier shall provide evidence of a certified environmental management system in accordance with ISO 14001 or equivalent. The supplier shall immediately report any expiry, restriction or withdrawal of the certificate. Notwithstanding the above, the supplier guarantees that it fulfils all environmental regulations relating to its operations on a permanent basis. The supplier shall notify BSH of any restriction of its operating licence that could have an impact on its delivery obligations to BSH.

9.2 The supplier must declare and document all substances and their compositions in accordance with the IMDS. No prohibited substances may be used. The supplier must ensure ongoing monitoring of all applicable provisions and their results, for example via the "Global Automotive Declarable Substances List GADSL", www.gadsl.org, and BSH.

9.3 Should BSH be obliged by domestic or foreign law or by contract to provide information about the sources of supply of materials, materials or components used by the supplier, for example for export control purposes in accordance with EU Regulations 833/2014/2022/1269 or the US Dodd-Frank Act (Conflicting Minerals), the supplier must provide BSH with this information immediately and in full and make any necessary legal declaration. The supplier is denied any right to refuse performance with regard to possible sanctions due to the violation of such provisions. The supplier shall be liable to BSH for any resulting damage, in particular if BSH is unable to fulfil its duty to provide information or make declarations to third parties to the extent required and in good time due to the supplier's behaviour, or if BSH suffers disadvantages as a result.

9.4. (Note: The following provisions 9.4 - 9.6 are subject to the revision of EU and/or national regulations).

The supplier warrants that it complies with the human rights and environmental requirements of the LkSG and addresses them appropriately along its supply chain. In accordance with Section 6 (6) No. 2 LkSG, this also expressly applies to suppliers who are not already obliged to comply with this law under the LkSG.

9.5 The supply chain within the meaning of paragraph 1 refers to all products and services of a company. It includes all steps in Germany and abroad that are necessary for the manufacture of products and the provision of services, from the extraction of raw materials to delivery to the end customer. It includes the actions of a company in its own business area, the actions of a direct supplier and the actions of an indirect supplier.

9.6. The supplier undertakes to comply with the duties of care prescribed in Section 3 (1) of the LkSG. At the request of BSH, the supplier must comply with the facilities and measures prescribed in sections 1 to 9 and prove their effectiveness in the legal sense. BSH is entitled to audit the effectiveness itself or through a third party commissioned and authorised by BSH, while safeguarding the legitimate interests of confidentiality of business and trade secrets. At the request of BSH, the supplier shall provide BSH with the documents to be kept and maintained by him in accordance with § 10 of the LkSG as proof of BSH's own legal obligations under the LkSG upon first written request for submission to the competent authorities. The supplier shall not be entitled to refuse performance. The supplier shall be liable to BSH for any damage resulting from the incorrectness or incompleteness of its documents and information prepared on the basis of documentation and reporting obligations and other breaches of duty under the LkSG.

10. Logistics, packaging

10.1 Deliveries shall be made according to the delivery item on the basis of logistical agreements with the supplier. In particular, these shall regulate the scope of delivery, binding call-off sequences, place of delivery, type of delivery in accordance with the Incoterms applicable at the time of delivery, means of transport and transport routes as well as packaging.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

10.2 A delivery is only in accordance with the contract if it complies with the agreed quantity, labelling, packaging and quality, including acceptance test certificates in accordance with EN 10204:2004. Furthermore, the agreed or legally required documents, including the customs documents for cross-border transport (in particular the supplier's long-term declaration in accordance with EU Regulation 1207/2001 and all documents in accordance with the applicable customs code) must be enclosed in full, on time and correctly or be sent to BSH by the supplier. Section 9.3 remains unaffected.

10.3 Partial deliveries are only permitted with BSH's consent. BSH's acceptance of partial performance shall not constitute an authorisation of partial performance or a waiver of complete delivery. BSH may refuse to accept partial deliveries at the supplier's expense. The acceptance of partial deliveries shall not affect BSH's statutory claims in other respects.

10.4 Unless otherwise agreed, the supplier shall be responsible for transporting the product in a manner appropriate to the product and for packaging the product during transport to ensure its suitability for further processing. All packaging must be environmentally friendly and suitable for disposal through existing waste disposal systems.

11. Deliveries, delay in delivery

11.1 Deliveries shall be made on the basis of separate logistical agreements with the Supplier, to which these GPC shall apply in addition. In particular, these shall regulate the scope of delivery, binding call-off sequences, place of delivery, type of delivery (e.g. "EXW", DDP, Incoterms 2020), means of transport and transport routes as well as packaging. The delivery is only in accordance with the contract if the agreed or legally required documents, including the customs documents for cross-border transport (in particular the supplier's long-term declaration in accordance with EU Regulation 1207/2001 and all documents in accordance with the applicable customs code), are enclosed in full, on time and correctly or are transmitted by the supplier.

11.2 BSH is an authorised AEO economic operator. The supplier shall provide BSH with all information and documents required by BSH to fulfil the AEO certification. The supplier has no right to refuse performance.

11.3 Notwithstanding its obligation to maintain emergency plans, the supplier must inform BSH immediately of any imminent impairment of its ability to deliver, providing a detailed description of the circumstances that have occurred or are imminent and the remedial measures it has taken or is planning to take. The supplier shall provide BSH with a responsible contact person and their contact details 24/7/365. BSH shall set up a hotline with the supplier after consultation with in order to coordinate all measures on a daily basis. The supplier is obliged to provide all co-operation deemed necessary and reasonable by BSH. The priority for damage-minimising measures is to ensure BSH's delivery obligation to BSH customers.

11.4 If the supplier is responsible for non-compliance with the delivery dates specified in the call-off agreement, taking into account all circumstances of the procurement risk incumbent on him, he shall be in default upon expiry of the delivery date. He shall compensate BSH for any consequential damage incurred by BSH. If, due to the delay, BSH has taken measures to maintain the delivery obligation incumbent on BSH vis-à-vis BSH customers, including covering purchases or the commissioning of third parties, and has charged the supplier with the resulting costs, the supplier reserves the right to provide evidence of lower damages.

11.5 On the basis of the information provided by the supplier, BSH shall be entitled to take any suitable measure to minimise the damage, including covering purchases, after the expiry of a reasonable deadline set for the supplier. The supplier reserves the right to provide evidence of more cost-effective measures.

11.6 If BSH is obliged to supply its customers with spare parts in accordance with EOP (subsequent delivery obligation), this subsequent delivery obligation of the supplier shall apply accordingly. The standard term for the subsequent delivery

General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")

obligation is 15 years from EOP. In the first three years after EOP, the last agreed prices shall apply. Thereafter, the prices shall be adjusted in accordance with the agreements with BSH customers. In suitable cases, BSH shall agree with the supplier on final delivery quantities.

12. Force majeure, disruptive events

12.1 In cases of force majeure, in particular natural disasters, pandemics, fire, riots, acts of war, comparable conflicts (e.g. coups, riots), terror, measures by higher authorities, labour disputes outside the supplier's collective bargaining area, including strikes and lockouts, or embargoes, the supplier must inform BSH immediately. This also applies to the threat of industrial disputes, including strikes and lockouts within the supplier's collective bargaining area. Such labour disputes shall not be deemed force majeure. Shortages of raw materials or materials, for example as a result of production stoppages by the supplier or consequences of economic downturns, are not cases of force majeure.

12.2 For the duration of the force majeure events, the affected contracting party shall be released from its obligation to perform insofar as the performance is directly affected by the force majeure event and amicable adjustments do not appear to be possible. In the event of disruptive events, the obligation to negotiate in accordance with clause 12.2 shall take precedence over the avoidance of impairments to BSH's delivery capabilities. The supplier's fundamental procurement risk shall remain unaffected.

12.3 Force majeure that is not only a short-term obstacle to performance shall entitle BSH to withdraw from an affected purchase order in whole or in part. This shall apply accordingly if the force majeure event results in a significant reduction in BSH's requirements.

12.4 Force majeure shall include disruptive events which, irrespective of an individual force majeure event, are caused, for example, by political events, material shortages, sustained supply disruptions on the global markets, fluctuations in acceptance and delivery outside agreed flexibilities in relation to customers and subcontractors as a direct or indirect consequence of disruptions to general economic and supply relationships, extraordinary price increases in wages, energy costs or other unforeseeable events ("disruptive events") lead to mutual performance disruptions in the business relationship between BSH and the supplier and for which they are not responsible. In all cases of such Disruptive Events, BSH and the supplier shall inform each other immediately and agree on measures to minimise the disruption to their supply relationship through contingency plans. BSH and the supplier shall negotiate an appropriate adjustment of the respective product-specific supply relationship, taking into account the respective impacts. The decisive factor is the avoidance of unilateral burdens and the balanced protection of mutual rights and interests.

12.5 Notwithstanding the foregoing, the supplier is obliged to take all measures to maintain the supply of BSH and BSH's ability to deliver and to support the procurement of covering supplies. With BSH's consent, the supplier shall be entitled to relocate production at its own expense for the duration of the impediment to performance due to force majeure or disruptive events or to procure the products to be supplied to BSH from third parties. BSH shall not refuse its consent and co-operation without good reason. Furthermore, BSH shall remain entitled to take all measures to avert the consequences of force majeure at its own discretion.

12.6 § Section 206 BGB (default in the event of force majeure) shall not apply

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

13. Payment:

13.1 Payment shall be made within 14 days with a 3 % discount or up to 30 days by bank transfer after delivery (receipt of goods by BSH) or performance in accordance with the contract and submission of complete and verifiable invoices. Invoices must be sent on the day the goods are dispatched. Receipt of the invoices sets the payment deadlines in motion.

13.2 In the event of defective delivery, BSH shall be entitled to withhold payment of the invoice pro rata until proper fulfilment of the services owed. If and insofar as payments for defective deliveries have already been made, BSH shall be entitled to withhold other payments due from the entire business relationship with the supplier up to the amount of these payments made.

13.3 Payments do not constitute a waiver of claims or recognition of counterclaims of any kind by BSH.

13.4 The supplier is not authorised to assign its claims against BSH or to have them collected by third parties without the prior written consent of BSH, which may not be unreasonably withheld. In the event of extended retention of title, consent shall be deemed to have been granted. If the supplier assigns its claims against BSH to a third party without BSH's consent, BSH may make payment to the supplier or the third party with discharging effect.

14. Assignments, retention of title

14.1 The supplier is not authorised to assign its claims against BSH or to have them collected by third parties without the prior consent of BSH, which may not be unreasonably withheld. In the event of extended retention of title, consent shall be deemed to have been granted. If the supplier assigns its claims against BSH to a third party without BSH's consent, BSH may, at its own discretion, make payment to the supplier or the assignee with discharging effect.

14.2 Retention of title by the supplier of any kind whatsoever shall require a special written agreement.

15. Liability for material defects (warranty)

15.1 Any deviation from the quality agreed or to be expected for the delivery item according to the latest status of the parts life cycle (clause 5.2 of these GPC), including in particular the absence, defectiveness or incompleteness of documentation including acceptance test certificates according to DIN EN ISO 10204:2004, business or technical documents is a material defect. BSH is entitled to the statutory claims for material defects including installation and removal costs as well as costs imposed on BSH by third parties. Claims by BSH arising from any other breach of duty associated with the material defect (e.g. from section 3.2, section 4.1 or 16.1), from a guarantee or from independent advice remain unaffected.

15.2 If subsequent fulfilment is objectively impossible for the supplier, if he refuses it without good reason or if he culpably fails to fulfil it within the reasonable period set by BSH, BSH shall be entitled, in particular for reasons of damage minimisation or to avoid production disruptions at BSH or the BSH customers, after giving notice to the supplier, to remedy the material defect itself or have it remedied by a third party at the supplier's expense, to obtain a replacement from another supplier, to withdraw from the contract or to reduce the supplier's remuneration accordingly. At BSH's request, the supplier shall support BSH in doing so in the interest of minimising damage. Existing other claims of BSH shall remain unaffected.

General Terms and Conditions of Purchase (GTCP) of Bilstein & Siekermann GmbH + Co. KG (hereinafter referred to as "BSH")

15.3 If BSH is obliged to provide subsequent fulfilment to third parties due to a material defect caused by the supplier regardless of fault, the supplier must support BSH in accordance with BSH's specifications, without prejudice to all other obligations, in particular to avoid expenses and damage. The supplier must provide BSH with all information, documents and products that BSH deems necessary and must support BSH in analysing, assessing, documenting and rectifying the defect. Within the scope of the supplier's duty to minimise damages, the supplier's rights to refuse performance are excluded.

15.4 If claims are asserted against BSH by third parties due to a material defect caused by the supplier, the supplier shall reimburse BSH for all resulting costs. This includes the costs for transport, installation and removal and the costs asserted against BSH from the supply chain arising from BSH's liability for material defects, including the costs for recalls or customer service actions by BSH's customer due to material defects. BSH's statutory rights of recourse shall remain unaffected. The supplier reserves the right to object to contributory negligence on the part of BSH and to object to lower causal costs and claims for damages.

15.5 Claims for material defects shall become time-barred 36 months after delivery to BSH, unless longer periods are permitted by law. The limitation period shall be suspended upon receipt of the request from BSH to the supplier for subsequent fulfilment, for a statement on the notified material defect, or upon the opening of an 8D report or a corresponding analysis procedure on the cause of the defect, irrespective of the validity of the statutory provisions, otherwise until at least 3 months after the closure of the respective 8D report.

16. **Producer liability, product liability**

16.1 If BSH is held liable by third parties for fault-based producer liability or strict product liability under domestic or foreign law, the supplier shall indemnify BSH against all claims and reimburse costs insofar as damages and costs were caused by deliveries or services of the supplier. In accordance with the disciplines of an 8D report, in particular D2, the supplier shall provide BSH with all information and all documented information directed by the coordinators in accordance with clause 5.1, which BSH considers necessary or expedient, in particular to determine the cause of the damage, to minimise the damage, for remedial measures and for legal prosecution and defence. This includes in particular, but is not limited to, all information and documentation from the supplier's organisation, its production processes and its supplier management. The supplier shall support BSH in the defence against such claims at and shall be liable for the consequences of inadequate support. The supplier shall not have the right to refuse performance. The supplier reserves the right to object to contributory negligence on the part of BSH and to object to lower causal costs.

16.2 The supplier shall in any case be liable to BSH to the extent to which he himself would be legally liable to third parties as a manufacturer. BSH and the supplier shall only enter into settlements with BSH's customer or third parties that could be to the detriment of BSH or the supplier after mutual consultation.

17. **Insurance**

17.1 Irrespective of any further liability, the supplier must take out business, extended product, recall and environmental liability insurance for the duration of the contractual relationship with BSH to cover the statutory and contractual liability risk, taking into account the risk potential of the delivery item from product safety, and maintain it for the duration of the supply relationship with a subsequent liability of at least three years. The insurance cover must also extend to liability cases in non-European countries. BSH may demand proof of corresponding local insurance policies. Unless otherwise agreed, the amounts of cover per insured event shall be as follows

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

17.1.1 For public liability insurance including extended product liability, at least 5 million euros lump sum for personal property damage as well as co-insured financial losses from extended product liability, in particular for inspection costs, preliminary costs, installation and removal costs as well as replacement of individual parts. Notwithstanding the above, BSH may demand a higher sum insured depending on the type and quantity of a specific product in certain markets.

17.1.2 For environmental liability and environmental damage insurance, at least EUR 5 million lump sum for personal injury, property damage and financial loss.

17.2 The supplier undertakes to provide written evidence of the existence of the aforementioned insurance policies within four weeks of signing the contract. The supplier shall immediately notify us in writing of any interruption or termination of the insurance contracts.

17.3 In order to maintain the supplier's insurance cover, BSH is authorised to pay unpaid premiums to the insurer and to assert claims against the supplier. BSH shall also be entitled to co-insure the supplier within the scope of its own insurance at the supplier's expense (insurance for third-party account) or to withdraw co-insurance without the supplier's consent. In the event of co-insurance for the account of a third party, BSH shall be exclusively responsible for the claims settlement. The supplier shall obtain BSH's consent prior to any correspondence with the insurer.

18. Property rights

18.1 The commissioning of the supplier shall not transfer to it any rights of protection, utilisation or exploitation to which BSH is entitled.

18.2 To the extent that the supplier's deliveries or services are protected by intellectual property rights, including know-how and software, BSH shall be entitled to use the intellectual property rights for an unlimited period of time, non-exclusively and worldwide with regard to their intended use and their further use by BSH's customers. The remuneration for this is included in the product price.

18.3 The supplier shall ensure that no industrial property rights of third parties are infringed by its deliveries and services. The supplier shall expressly draw BSH's attention to any recognisable or imminent risk of an infringement of property rights. If third-party property rights are infringed, the supplier shall be responsible for ensuring that its agreement with the owner of the property rights guarantees the use and utilisation by BSH free of charge. Otherwise, the supplier shall modify its deliveries and services in agreement with BSH in such a way that an infringement of third-party property rights is excluded.

18.4 If claims are asserted against BSH due to the culpable infringement of property rights as a result of the use of the supplier's deliveries and services, the supplier shall indemnify BSH against all such claims and consequential costs upon first written request and shall reimburse BSH for the costs demonstrably incurred. This shall not apply if BSH is solely responsible for the infringement of property rights. The objection that BSH should or could have recognised the risk of the property right infringement itself shall be forfeited to the supplier (clause 18.3). Furthermore, the supplier reserves the right to raise the defence of contributory negligence on the part of BSH and the defence of lower causal costs.

19. IT - Security

19.1 The Supplier is obliged to implement, operate and organise an information security management system (ISMS) on the basis of the current version of DIN ISO/IEC 27001 or taking into account the requirements of TISAX. The ISMS must be designed in such a way that security-relevant incidents can be reliably recognised and appropriately handled. Security-

General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")

relevant incidents (in particular hacker attacks, malware such as Trojans or viruses as well as activities of domestic or foreign espionage services or organisations) must be documented immediately and stored in a suitable manner for a period of at least ten years. The supplier must inform BSH immediately of any internal or external security-relevant incident. BSH and the supplier shall then jointly assess the potential impact of such incidents, in particular with regard to the protection of trade secrets, compliance with confidentiality obligations towards third parties and information security. Appropriate countermeasures are defined on the basis of this assessment. If effective countermeasures cannot be implemented, BSH is authorised to temporarily or permanently suspend electronic business transactions with the supplier

19.2 BSH is authorised to check the effectiveness of the IT security measures implemented by the supplier. This can be done either by means of its own audit or by a third party commissioned by BSH and bound to confidentiality. The provisions of this section apply accordingly in the event of security-relevant incidents that fall within BSH's area of responsibility.

20. Contract term, termination of contract

20.1 Unless otherwise stipulated in other agreements, BSH is authorised to terminate existing supply agreements in whole or in part without notice:

20.1.1 In the event of imminent or filed insolvency of the supplier. The supplier is obliged to inform BSH immediately if insolvency is imminent.

20.1.2 The Supplier does not fulfil its obligations to cooperate, provide information and submit documents in accordance with these GPC despite a written warning.

20.1.3 In the event of expiry, restriction or withdrawal of the supplier's QMS certification.

20.1.4 In the event of repeated poor fulfilment of agreed deliveries or services despite warnings.

20.1.5 If the supplier refuses to conclude a QAA in accordance with section 4.2 or causes a significant delay in doing so.

20.1.6 If the order is cancelled by BSH's customer, even if BSH is responsible for the cancellation. In this case, BSH shall reimburse the supplier in accordance with the provisions of clause 11 for the contractual products already manufactured in whole or in part and for the costs of the materials which the supplier has procured in fulfilment of the contract with BSH and which it cannot use elsewhere. The supplier must provide credible proof that the materials cannot be used otherwise. BSH is authorised to accept the materials at the supplier's cost value. The valuation standard is § 255 I HGB.

20.1.7 In the event of a significant change in shareholder rights or ownership of the supplier's company (change of control), in particular in the event of the sale of fixed assets or business shares to a competitor of BSH, if the change is unreasonable for BSH.

20.2 BSH and the supplier are otherwise entitled to terminate the contract for good cause.

20.3 The contractual relationship must be cancelled in writing.

20.4 The supplier undertakes to continue to supply BSH even after the cancellation of the respective supply contract under the conditions agreed until the cancellation becomes effective, until BSH has established a suitable alternative supplier. The supplier shall support BSH in this endeavour.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

21. Place of jurisdiction, contract language, court of arbitration

21.1 The exclusive place of jurisdiction is the court responsible for the registered office of the BSH company placing the order. BSH shall also be entitled to sue the supplier at any other internationally competent court. The contractual language is German. The place of fulfilment is the place of delivery specified by BSH or the affiliated company.

21.2 At the request of BSH, the supplier shall agree to an arbitration agreement for all legal disputes in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law if the prosecution of claims and the enforcement of an arbitration award abroad is more promising, more effective or simpler than in court proceedings under a foreign legal system. The number of arbitrators shall be three. The language of the arbitration proceedings shall be German. The applicable substantive law is German law.

21.3 All legal disputes arising from and/or in connection with independent non-disclosure agreements and those arising from these GPC shall be conducted exclusively in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of recourse to the ordinary courts of law. This shall also apply if BSH or the supplier invoke the protection of trade or business secrets for any reason whatsoever.

22. Choice of law

22.1 The legal relationship between BSH and the supplier shall be governed exclusively by German substantive and formal law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to cross-border business transactions.

22.2 If claims are asserted against BSH and/or the supplier by third parties under foreign law at a foreign place of jurisdiction, they shall be entitled, notwithstanding the choice of law and place of jurisdiction determined in accordance with these GPC, to take all legal measures to safeguard the respective rights, including the adjudication of disputes, also in accordance with the law applicable at this foreign place of jurisdiction.

22.3 For compensation and recourse claims resulting from such legal disputes, the exclusive application of German law shall remain at the place of jurisdiction in accordance with No. 21 of these GPC.

23. Confidentiality

23.1 All exchanged information that the parties have received from the contractual partner is confidential, regardless of how it is transmitted, documented and stored. This includes all technical, financial and organisational information and business secrets as well as other intellectual property of BSH. They may only be used and utilised by the recipient for the execution of agreed business transactions and for the fulfilment of contractual agreements, unless otherwise expressly agreed in writing. BSH and the supplier shall only disseminate the information to the extent necessary for the fulfilment of the contract (need-to-know). The information may not be used either directly or indirectly for BSH's own commercial purposes, for other purposes outside the existing contractual relationship or for the purposes of third parties. Unless otherwise agreed, confidentiality agreements concluded prior to the conclusion of a supply agreement, including those concluded in general, shall continue to apply for the term of each supply agreement.

23.2 The parties shall impose a written confidentiality obligation on their employees and any third parties they engage for the fulfilment of the contract, irrespective of the legal basis for this engagement, even beyond the existence of the respective legal relationship.

**General Terms and Conditions of Purchase (GTCP) of
Bilstein & Siekermann GmbH + Co. KG
(hereinafter referred to as "BSH")**

23.3 Failure to report IT security incidents is a breach of confidentiality.

23.4 The confidentiality obligation does not apply to information which is known from sources accessible to the general public, which becomes publicly known without breach of contract by the recipient after transmission to the recipient, which was already known to the recipient at the time of disclosure to him, which the recipient has learned in a permissible manner from a third party without breach of a confidentiality obligation, which was developed or created by the recipient independently and without connection to the Confidential Information in accordance with this Agreement.

23.5 Irrespective of this provision, each party shall be authorised to disclose relevant information to attorneys or the court in the context of a legal assertion of claims arising from or in connection with these GPC. The disclosure of information is also permitted if there is a corresponding court or administrative order, if the disclosure to accountants, lawyers or other obligated parties is made on a confidential basis or if there is a legal obligation to do so. In this case, however, the disclosure of information should be limited to the minimum and the other contracting party should be informed of this.

23.6 In the event of a breach of confidentiality, BSH has a claim against the supplier for information about to whom, when, where and to what extent confidential information was passed on.

23.7 BSH and the supplier shall take all appropriate precautions to avoid a breach of confidentiality due to tortious behaviour by third parties.

24. General information

24.1 Amendments, supplements, termination and cancellation of contracts must be made in writing and are only effective with a legally valid signature. The written form requirement is not met by electronic form.

24.2 Should any provision of these GPC be or become invalid, the remaining provisions shall remain unaffected. In the event of the invalidity of provisions, BSH and the supplier shall co-operate in agreeing on a valid provision that comes closest to the original provision in legal and economic terms, unless BSH amends these GPC in a permissible form in accordance with § 315 BGB.

25. Attachments = none

Hillesheim,

Authorised representative

For supplier (stamp, date)

Authorised representative