GENERAL PURCHASING CONDITIONS

CTS Car Top Systems

Applicable to

CTS Car Top Systems GmbH
CTS Car Top Systems sp. z o.o.
CTS Car Top Systems Kft.

Version 09/2026

Application note. The BUYER is the Car Top Systems entity named in the relevant Order or Supply Contract. The country-specific rules in Annex 1 apply accordingly. References to legislation include amendments, implementing measures and successor legislation where applicable.

1. General Terms / Scope

1.1 These General Purchasing Conditions ("Purchasing Conditions") apply to the supply of all kinds of goods, rights and digital content, including parts, spare parts, components, materials, tools, systems and software, whether standalone, embedded or connected ("Goods"), and to all kinds of work and services (together with Goods, "Products") by a supplier ("SUPPLIER") to the Car Top Systems entity identified in the Order or Supply Contract ("BUYER"). BUYER means Car Top Systems GmbH, Car Top Systems sp. z o.o. or Car Top Systems Kft., as applicable. These Purchasing Conditions form part of every purchase order ("Order") and every purchasing, supply or framework agreement between BUYER and SUPPLIER (together with Orders, "Supply Contract") and apply to future Orders and Supply Contracts unless expressly replaced. The Products are further described in the Supply Contract.

1.2 These Purchasing Conditions apply exclusively; contravening or differing terms and conditions of SUPPLIER do not apply unless BUYER has accepted such conditions expressly in writing. These Purchasing Conditions also apply, if BUYER, while being aware of SUPPLIER's contravening or differing terms and conditions, accepts and / or pays for Products delivered by SUPPLIER. The provisions of any call-off order or Supply Contract take precedence over these Purchasing Conditions. In case of contradictory provisions in these Purchasing Conditions and the documents referred to in these Purchasing Conditions, the provisions of these Purchasing Conditions shall prevail, except if the referenced document expressly stipulates otherwise.

1.3 Definitions: Definitions used in the singular, where the context so permits, shall be deemed to include the plural and vice versa. "Affiliate" of a party or "affiliated" is a company of any legal form which is directly or indirectly controlled by such party, controls such party or is under joint control with such party, whereby control will be assumed if at least 50 % of the shares or voting rights are held. "Parts" means parts, components, assemblies and materials forming part of the Products. "Purchase Contract" means an individual contract for the purchase of Products concluded between BUYER and SUPPLIER, including a contract formed by an Order, and forms part of the Supply Contract. "Working days" are all calendar days of the week except Sundays and public holidays at the registered seat of BUYER.

1.4 Any communication and agreements required "in writing" or "written" by these Purchasing Conditions shall be signed with signature, unless these are conducted in an electronic sourcing process by BUYER, and may be sent by email, telefax or electronic data-transfer as part of an Internet-based platform solution. Oral agreements of any kind, including subsequent variations and supplements to these Purchasing Conditions and to a Supply Contract, must be confirmed by BUYER in writing to become effective. Any changes and/or additions to a Supply Contract or these Purchasing Conditions must be made in writing to be valid. The same applies to any changes to this written form clause itself.

1.5 In addition to these Purchasing Conditions, the contractual relationship between BUYER and SUPPLIER shall be governed by the applicable statutory law.

2. Conclusion of the Supply Contract, Changes and Amendments, Exclusivity, Volumes

2.1 Supply Contracts are concluded upon the parties entering into a purchasing, supply or framework agreement or, if no such agreement is entered into, then at such time as BUYER places an Order and the SUPPLIER accepts it. Supply Contracts and any other transactions between BUYER and SUPPLIER, as well as any changes and amendments thereto shall be made in writing. If SUPPLIER does not accept a BUYER Order within ten (10) working days after receipt, BUYER has the right to cancel its Order. Execution of an Order by SUPPLIER without having confirmed the Order shall be deemed tacit acceptance by SUPPLIER.

2.2 Call-off orders by BUYER within the capacities as agreed in the Supply Contract shall be automatically accepted and become binding for SUPPLIER. If a call-off order exceeds agreed capacity, SUPPLIER shall immediately identify the shortfall, provide evidence, propose a recovery plan and use commercially reasonable efforts to meet BUYER requirements. Nothing in this clause requires objectively impossible performance or limits mandatory statutory hardship rights.

2.3 The purchase of Products by BUYER from SUPPLIER is always non-exclusive on the part of BUYER, i.e. BUYER is allowed to purchase the Products also from other sources. The parties recognize that market demand for automotive products and consequently for their components will fluctuate over the term of the Supply Contract and will depend on economic factors, changes in consumer behavior, etc. The parties acknowledge that this involves a business risk for all parties involved. Taking these risks into account, the parties still mutually see advantages in holding the supply capacities for the Parts available and the related long-term opportunities to sell them. Due to the foregoing uncertainties, volume information or estimates of BUYER are only indications and non-binding for BUYER. Information regarding planned quantities in inquiries, the Supply Contract and/or messages regarding tentative demands shall not give rise to any duty of acceptance nor to any claims against BUYER if actual volumes do not meet said planned quantities. Any agreement on fixed volumes is only valid if agreed in writing. In the absence of fixed volume or quantity agreements, SUPPLIER is obliged to supply BUYER with the required demand for the project during the respective project period; clause 17.1 remains unaffected. Expenses for cost estimates of SUPPLIER shall not be reimbursed by BUYER, unless expressly agreed otherwise in writing.

2.4 SUPPLIER shall not be allowed to change the Products (including any changes to its specifications, its design and/or the materials), the production processes and/or the production location without prior written consent by BUYER. BUYER may request changes relating to the design, construction and manufacturing process of the Products to be made by SUPPLIER. SUPPLIER shall without undue delay submit a proposal for the implementation of such changes and shall implement the requested changes without undue delay, except to the extent that the requested change is obviously unacceptable to
SUPPLIER. The impact of these changes, especially with respect to increases or reductions in costs as well as to delivery dates, are to be resolved in an appropriate and mutually agreeable manner and shall not impede the implementation of the requested changes.

2.5 SUPPLIER shall obtain BUYER prior written approval before appointing or changing any critical, single-source, safety-relevant, cybersecurity-relevant or special-process sub-supplier or subcontractor. Approval does not release SUPPLIER from responsibility. SUPPLIER shall maintain contingency plans and promptly disclose material sub-supply risks.

3. Product Price and Payment Terms and Conditions; Competitiveness

3.1 If the Product prices are not determined at the time of BUYER's Order, SUPPLIER shall fill in the Product prices into the copy of the Order that shall be returned to BUYER. A valid Supply Contract comes into force, only once BUYER has accepted such Product prices in writing. All additional charges (customs, package, transport, insurance) must be stated separately in SUPPLIER's offer and shall be borne by SUPPLIER (except the applicable value added tax (VAT)), unless otherwise expressly agreed. Any increases in Product prices including the increase of additional charges are subject to prior express written approval by BUYER.

3.2 Unless a longer period has been agreed, payment shall be made within thirty (30) calendar days net after receipt of a correct and complete invoice and receipt of the Products and required documents. A minor or separable Defect shall not postpone the due date for the undisputed portion. BUYER may withhold only an amount reasonably proportionate to the Defect, incomplete delivery or related risk until proper fulfilment. Mandatory late-payment law remains unaffected.

3.3 Unless otherwise agreed, the Product price includes all of the goods and services of the SUPPLIER, in particular manufacture and delivery of the Products, execution of all warranty work and costs of product development, set-up of serial production, initial sample inspection and all costs for the purchase of tooling. The agreed price is a fixed price and, in particular, is independent of cost increases, including cost increases for individual parts, raw materials, energy and labour, except where BUYER agrees to a price increase in writing. It is also independent of the quantity of Products ordered by way of call-off orders.

3.4 SUPPLIER warrants that its prices are competitive. If BUYER receives a bona fide lower offer for comparable Products, volumes, quality, delivery, investment, warranty and risk allocation, SUPPLIER shall have twenty (20) working days to match the verified competitive level. If no agreement is reached, BUYER may terminate the affected scope on three months notice. SUPPLIER shall not offer materially better net prices or commercial conditions to a comparable automotive customer for comparable Products and circumstances without promptly offering equivalent conditions to BUYER.

4. Delivery Dates, Passing of the Risk, Transport

4.1 The delivery dates and terms as defined in the call-off or Supply Contract are binding upon SUPPLIER. BUYER is entitled to change dates and quantities in line with actual requirements. The last call-off order in each case shall be binding.

4.2 Unless different delivery terms have been agreed in writing, delivery shall be made DAP (INCOTERMS 2020) to BUYER or to a location specified by BUYER. In case of DAP deliveries BUYER has the right to change the delivery term from DAP to FCA (INCOTERMS 2020). If BUYER bears the transportation costs, SUPPLIER must choose the most suitable, advantageous and commonly used means of transportation and packaging, unless BUYER determines the means of the transportation and the packaging. If BUYER has changed the delivery term to FCA, the transportation costs shall be deducted from the Product price provided that BUYER has agreed to bear the transportation costs.

4.3 If the parties have agreed to delivery DAP, the receipt of the Products and the shipping documents at the BUYER site or the location specified by BUYER shall be decisive for a timely delivery. In cases of deliveries FCA, the dates and quantities set forth in the call-off orders shall be understood as collection dates. The SUPPLIER shall be responsible for giving notice of collection to the forwarding agents specified by BUYER.

4.4 In case of call-off orders, BUYER determines the delivery quantity and dates. Forecasts and expected demand are non-binding for BUYER and do not constitute an obligation to take delivery unless expressly agreed. BUYER may cancel or amend call-off orders in whole or in part. Compensation for a cancellation of a call-off order without cause shall be determined exclusively by applying the dispositional instructions set out in clause 4.7. SUPPLIER shall immediately stop avoidable commitments, mitigate loss and provide supporting records.

4.5 Should SUPPLIER deliver more or less Products than ordered, and/or in case of early delivery, BUYER reserves the right to reject the delivery of the Products at SUPPLIER's expense, to amend the invoice accordingly or request its amendment and / or to store exceeding Product deliveries at SUPPLIER's expense.

4.6 SUPPLIER is obligated to immediately inform BUYER (but in no case later than within 24 hours from being aware of) in writing about (i) any foreseen or foreseeable delay in delivery of Products and/or (ii) the delay of any other performance obligations (iii) and/or the existence of performance obstacles (i.e. missing orders, non-functional Electronic Data Interchange) including the reasons for and the expected duration of the delay. This notification or the unconditional acceptance of a delayed delivery shall not constitute any waiver on the part of BUYER as to its rights in respect of the non-timely delivery.

4.7 If, on the basis of the demand forecasts, the SUPPLIER produced or processed Products or ordered materials or products which, due to a technical modification, the termination of a Supply Contract or the out-phasing of Products, cannot otherwise be used by the SUPPLIER, BUYER shall, unless otherwise agreed on a project-specific level, reimburse the costs in line with the dispositional instructions below:

- quantities for weeks 1 to 3: release for production of the Products (sales price) and/or the semi-finished products,
- quantities for weeks 4 to 9: release for disposition of raw materials but not for production,
- quantities from week 10: non-binding budget figures.

To the extent that BUYER reimburses costs in line with this provision, BUYER shall be entitled to demand that the SUPPLIER hand over the Products and materials in question or the purchased parts in question.

5. Contract Fulfilment including Delayed Delivery

5.1 SUPPLIER acknowledges that the proper supply of Products, delivery times and quantities are of the essence of contract fulfilment. SUPPLIER shall bear the procurement risk along the supply chain unless the parties have agreed otherwise in writing. If SUPPLIER breaches an obligation under a Supply Contract, call-off order or transaction, SUPPLIER is obliged to compensate BUYER for all damage caused by the breach unless otherwise provided by these Purchasing Conditions. This shall not apply if the applicable statutory law requires fault on the part of SUPPLIER for BUYER to claim damages and the SUPPLIER is not at fault. SUPPLIER shall be liable for breaches of duty and fault of its sub-suppliers in the same way as for its own breaches of duty and fault.

5.2 SUPPLIER agrees to take all actions necessary and appropriate to ensure that the Products reach BUYER as required under the relevant Supply Contract or call-off order. Notwithstanding clause 4.6, should concrete circumstances or events become known to SUPPLIER which will or could lead to non-compliance with a delivery date or delivery quantity, SUPPLIER shall take all necessary and appropriate corrective measures and immediately notify BUYER thereof.

5.3 With respect to SUPPLIER's delayed deliveries, the provisions of the applicable statutory law shall apply. In any case, SUPPLIER is obliged to compensate BUYER for all damage caused by the delayed delivery. Physical acceptance of delayed Product deliveries shall not be considered a waiver of BUYER's rights with respect to the delayed delivery.

5.4 During the delay or failure of performance of SUPPLIER, and for an appropriate period thereafter, BUYER shall be entitled (i) to purchase replacement products from other available sources, which shall reduce the volume of the ordered Products by the amount of Products thus replaced, and/or (ii) to require SUPPLIER to use its best efforts to deliver replacement products from other available sources in the volume and by the deadlines specified by BUYER and at the prices established in the Supply Contract. If SUPPLIER cannot provide credible assurance that the delay will not exceed thirty (30) calendar days, or if the delay lasts longer than thirty (30) calendar days, BUYER may terminate or rescind from the respective Supply Contract in total or only from the affected part from the respective Supply Contract without being liable to SUPPLIER and without being obliged to accept raw materials, unfinished or finished Products out of the terminated or rescinded Supply Contract from SUPPLIER.

6. Force Majeure

6.1 Force Majeure are unforeseeable and unpreventable occurrences which by a direct impact disables a party to perform a contractual obligation ("Affected Party") but are not caused by any error or fault by the Affected Party, and the effects of which could not reasonably have been foreseen, avoided or overcome by the Affected Party by taking appropriate measures in advance. Force Majeure can include, for example, natural disasters or other extreme occurrences such as unrest, war, sabotage, government actions and terrorist attacks. Increases in costs, whether for raw materials, shipping, labour, or otherwise, as well as other events that relate to the business operation of the parties, such as labour disputes (including lockouts and strikes) and the inability of SUPPLIER to procure materials, components or services and/or the (imminent) insolvency of the SUPPLIER and/or of its sub-suppliers, shall not constitute Force Majeure. BUYER shall be entitled to require the SUPPLIER to hand over all such tooling, documents and materials etc. as are necessary in order to produce the Product.

6.2 For the duration of the Force Majeure event and to the extent of its impact on the Affected Party and the fulfilment of the contractual obligations, the Affected Party shall be released from the fulfilment of the respective contractual obligations. The Affected Party must be unable to fulfil the respective contractual obligation due to the event of Force Majeure.

6.3 In order to be released from the fulfilment of a contractual obligation due to Force Majeure, the Affected Party must notify the other party in writing of any non-fulfilment of contractual obligations due to Force Majeure (including the expected length of the occurrences and further impact on the proper performance of the contractual obligations) immediately after the Force Majeure has occurred, but no later than three (3) calendar days thereafter. The Affected Party claiming Force Majeure shall immediately provide the other party with all available evidence of the existence of Force Majeure and with comprehensive information on what has been done to remedy the impact on the contractual obligations. The Affected Party is obliged to do everything possible to eliminate the failure of performance of the contractual obligations and/or to mitigate the effects of the failure of performance, e.g. by procuring replacement products. If the failure of performance due to Force Majeure lasts longer than thirty (30) calendar days, the respective other party can terminate the Supply Contract which are affected by Force Majeure without any therewith related liability or obligation towards the party which is affected by Force Majeure.

7. Notice of Defects

7.1 BUYER shall inspect and notify defects only to the extent and within the periods required by the mandatory law applicable under Annex 1, subject, however, to the following proviso: BUYER shall review the Products delivered to it merely in respect of defects which are manifestly apparent at the time of its incoming parts inspections, by an external inspection (e.g. incorrect number of items, incorrect identity of Parts or shipping damages); quality controls by random spot checks shall only be carried out to the extent to which it is feasible to do so in the ordinary course of business. BUYER's obligation to give notice of defects discovered later shall remain unaffected hereby. BUYER shall promptly give notice in writing or electronic form to the SUPPLIER of defects as soon as they have been discovered, in light of the circumstances of BUYER's business processes, but in any event it shall do so within five (5) working days from the date of discovery. In light of the background of the process-controlled quality assurance maintained by the SUPPLIER, the SUPPLIER waives any legal requirements beyond the foregoing in respect of incoming parts inspections.

7.2 Payment shall not be considered as acceptance of the defective Products by BUYER.

8. Quality and Warranty, Liability

8.1 SUPPLIER warrants that the Products comply with the agreed specifications, are fit for the intended purpose, are of satisfactory and merchantable quality, are free from defects in materials, workmanship and title, are of fault-free design and construction and are supplied with all agreed and legally required accessories, instructions and documentation. As an exception of the foregoing, SUPPLIER shall not be responsible for fault-free design and construction as far as the Products are solely produced according to instructions by BUYER ("built-to-print"). Where Products are or include software, SUPPLIER warrants that they are free of malicious code, undisclosed access

mechanisms and technical restrictions and that all third-party and open-source software is identified and used in compliance with applicable licences. Unless otherwise agreed in writing, Products shall comply with the latest state of the art, applicable automotive quality and safety requirements, BUYER specifications and all applicable laws and standards in force at delivery. To the extent applicable, this includes REACH Regulation (EC) No 1907/2006, CLP Regulation (EC) No 1272/2008, POP Regulation (EU) 2019/1021, Regulation (EU) 2026/1738 on circularity requirements for vehicle design and on management of end-of-life vehicles, Batteries Regulation (EU) 2023/1542, Packaging and Packaging Waste Regulation (EU) 2025/40, General Product Safety Regulation (EU) 2023/988, Market Surveillance Regulation (EU) 2019/1020, EU type-approval requirements, the Cyber Resilience Act (EU) 2024/2847, the Data Act (EU) 2023/2854 and applicable implementing or successor legislation, each as amended from time to time. Electronic components shall be automotive qualified in accordance with applicable AEC-Q standards. SUPPLIER shall keep complete and current material data, including IMDS submissions where required, and promptly update them after any change.

8.2 In case of non-conformity of a Product with any of the requirements under clause **8.1** ("Defect" or "defective Product"), BUYER has the right to choose the type of subsequent performance (repair or replacement of the Product). Place of subsequent performance shall be the intended location of the Products, i.e. the place where the Products are located at the time of the warranty claim. SUPPLIER may only refuse the type of subsequent performance chosen by BUYER if the type of subsequent performance would create disproportionate expenses to SUPPLIER.

8.3 If SUPPLIER declines subsequent performance, if it has failed, if SUPPLIER does not comply with BUYER's request for subsequent performance within a reasonable period of time or a subsequent performance is not reasonably tolerable for BUYER, BUYER has the right, in particular to avoid damage or in case of imminent danger, to remedy the Defect itself or through third parties at SUPPLIER's expense and risk.

8.4 SUPPLIER shall bear all costs incurred in connection with remediating the Defect or as a consequence thereof, in particular, but not limited to, transport, de-installation and installation costs, defect assessment costs, administrative costs, handling charges, travel and labour costs, and dismantling, destruction and material costs. If, as a result of a Defect, BUYER incurs costs and expenses in connection with the repair or replacement of the defective Product, and BUYER is reasonably entitled to make them to avoid a higher damage, in particular costs and expenses for sorting, for a Products inspection exceeding the regular scope, for an examination and analysis of the Defect, as well as costs for the involvement of external or internal staff, SUPPLIER shall bear and indemnify BUYER from these costs. To the extent that the obligation to pay compensation for the items in this clause 8.4 is by law subject to fault of the SUPPLIER, both this and the burden of proof applicable by law shall also apply to compensation under the Supply Contract.

8.5 If SUPPLIER becomes aware of circumstances, as a result of knowledge gained in the field, from test results or otherwise, or if it has a justified suspicion, that a Defect exists or may occur in products manufactured by BUYER that may be related to or caused by Products supplied by SUPPLIER, SUPPLIER shall immediately notify BUYER. The parties shall then immediately investigate the reason for the (possible) Defect and assess the impact on the safety of the Products or BUYER's product as well as any potential risk of recall or other preventive field service actions, and if necessary, take immediate action up to and including precautionary replacement (also as preventive field service actions). To conduct the investigation, SUPPLIER shall provide all necessary or reasonably requested quality, test and other data to BUYER.

8.6 SUPPLIER shall be liable without limitation according to statutory liability provisions. SUPPLIER shall indemnify, defend and hold BUYER and its Affiliates harmless against third-party claims to the extent caused by SUPPLIER, its supply chain or the Product.

8.7 If BUYER or its customer applies a statistically valid reference-market or field-data procedure customary in the automotive industry and the relevant Defect is attributable to SUPPLIER Products, SUPPLIER shall agree with BUYER within twenty (20) working days after BUYER request on a corresponding procedure for allocating warranty cases and costs. Pending agreement, BUYER may apply a reasonable documented procedure based on representative samples, subject to SUPPLIER right to provide contrary evidence. Statutory and other contractual claims remain unaffected.

8.8 SUPPLIER hereby undertakes to set up and maintain a system to ensure traceability and identification of defects and failures of its Products, which enables it to delimit and trace such defects or failures both in time and in respect of quantities.

8.9 Unless a longer period has been expressly agreed, the warranty period shall be thirty-six (36) months and starts with the delivery of the Products to BUYER or to a third party specified by BUYER. In case the Product is subject to an acceptance, the warranty period shall start upon acceptance of the Products. If the Products will be integrated into a vehicle or used therein, the warranty period starts with the initial registration of the vehicle or the replacement of the Products as spare part or as part of a spare part in the vehicle. However, in this case the warranty period ends at the latest forty-two (42) months after delivery of the Products to BUYER or to a third party specified by BUYER.

8.10 For Products which were not operational or could not be used during the inspection of the defective Products or the remediation work, the respective warranty period shall be prolonged by the period of such operational interruption or interruption of use.

8.11 If SUPPLIER fulfils its obligation of subsequent performance by repair or replacement, the warranty period for the repaired or replaced Product shall start new insofar as the Defect concerns the same Defect which has caused the repair or replacement of the Product or is caused by a defective repair.

8.12 All other statutory warranty rights due to Defects, breach of contract or breach of other obligations remain unaffected.

9. Product Liability / Indemnification / Insurance

9.1 To the extent that a claim is made against BUYER on the basis of product liability or manufacturer liability, SUPPLIER shall indemnify and hold harmless BUYER against such third party claims and to reimburse BUYER for any costs incurred in connection therewith, if and to the extent the loss was caused by a failure in the Products supplied by SUPPLIER. In cases of fault-based liability, this shall not apply where SUPPLIER is not at fault. In order to avert potential or threatened claims or claims which have been asserted, SUPPLIER shall cooperate with BUYER to the greatest possible extent, including by providing staffing and material resources, such as technicians, test benches, etc.

9.2 Where, based on findings made in practice, test results or otherwise, SUPPLIER learns of facts or circumstances that may cause a product liability related problem (e.g. danger for life and limb) in respect of products manufactured by BUYER which might be related to SUPPLIER's Products, or if SUPPLIER has a justified suspicion, SUPPLIER shall promptly inform BUYER. The parties shall then promptly conduct an investigation to determine existence and cause of the problem and assess its impact on the safety of users and, where necessary, take immediate action, which may go as far as replacing the Products as a precaution (including in the field). For purposes of conducting such investigation, SUPPLIER shall provide all necessary quality, testing and other data.

9.3 In the event of a recall or a service campaign by BUYER, BUYER's customers or third parties which is due to possible Defects or failures of SUPPLIER's Products, SUPPLIER shall reimburse BUYER for the costs and expenses arising as a result of the recall or service campaigns, including the costs for remediating the Defect or failure, costs of transport, de-installation and installation costs, costs of identifying and isolating the Defect or failure, administrative costs and handling charges. To the extent that the duty to pay for the foregoing items pursuant to the terms of applicable law requires fault on the part of SUPPLIER, this shall (and the burden of proof applicable thereto under statutory law) shall also apply to the obligation to pay compensation under this clause.

9.4 SUPPLIER hereby further undertakes that it shall maintain in place a policy of product liability and recall campaign insurance with an appropriate sum assured per personal injury / property damage as well as for financial loss, and shall keep evidence of such coverage available. BUYER may demand that the insurance cover is confirmed by the insurer before or during an existing delivery contract. The insurance policies must cover all costs and expenses for judicial and extra-judicial disputes, in particular costs and expenses of legal counsel and compensation for damages based on settlements or court judgements. The insurance pay-outs made under insurance policies taken out by SUPPLIER and/or by BUYER for SUPPLIER shall take precedence over any other coverage BUYER receives or is entitled to receive. If SUPPLIER fails to comply with the obligations under this clause, BUYER shall be entitled to take out appropriate insurance cover itself at SUPPLIER's expense.

10. Performance of Work

10.1 Persons and third parties engaged/assigned by SUPPLIER for the performance of any of its obligations under the respective Supply Contract, who will be physically present at BUYER's premises or at premises of third parties specified by BUYER, shall comply with the statutory laws and regulations, respective work and plant regulations of BUYER or of such third parties specified by BUYER. SUPPLIER shall be responsible for the instruction and safety of its employees and subcontractors as well as for the elimination of risks for third parties caused by or attributable to SUPPLIER. SUPPLIER shall only deploy suitable and sufficiently qualified employees and safe working equipment on BUYER's premises.

11. Retention of Title and BUYER Materials

11.1 Unless otherwise agreed or provided by statutory law, title to the Products shall transfer at the time and place of delivery. Any right of SUPPLIER to retain ownership to the Products shall be excluded. Even if SUPPLIER retains ownership of the Products at delivery by any form of retention of title, BUYER has the right to sell and further process the Products within the ordinary course of business and is not obligated to disclose the ownership or retention of title of SUPPLIER to its customers or third parties. A retention of title of SUPPLIER shall further only apply to the respective Product for which SUPPLIER still has a purchase price claim against BUYER.

11.2 SUPPLIER is obligated to inform BUYER immediately about any rights a third party might have regarding the Products. This also applies for any (potential) assignment of receivables by SUPPLIER to third parties with respect to the Products.

11.3 BUYER shall remain the owner of any materials, parts, containers and/or custom packaging provided to SUPPLIER. Those items shall only be used in accordance with the agreed terms of use and must be kept in proper condition by SUPPLIER. The processing and/or assembly of these items shall be carried out on behalf of BUYER.

11.4 BUYER shall become co-owner of the Products that are assembled or manufactured by SUPPLIER from (raw) materials and parts provided by BUYER. The co-ownership share is based on the value of BUYER's materials and parts in the manufactured Product.

12. SUPPLIER's Rights as to Assignment, Setoff and Retention

12.1 SUPPLIER is not entitled to partially or entirely assign its contractual rights (including its receivables against BUYER) to third parties or to allow third parties to collect receivables without prior written approval by BUYER. Should SUPPLIER assign its receivables against BUYER without BUYER's approval, then BUYER may still pay the respective amounts to SUPPLIER with discharging effects.

12.2 SUPPLIER has the right of set-off and retention only if such rights are undisputed or confirmed by a legally binding judgment. The right of retention must furthermore be based on the same contractual relationship.

13. Tools and Packaging

13.1 Clause 13 applies to all jigs, fixtures, gauges, moulds, dies, tooling, samples, models, drawings, software, documentation, special packaging and other physical or digital production aids provided, paid for or funded in whole or in part by BUYER for manufacture, testing or supply of the Products (BUYER Assets or Tools). Clause 13 exclusively governs ownership, custody and use of BUYER Assets and prevails over any inconsistent classification as Tools or Working Appliances.

13.2 BUYER (or a third party specified by BUYER) reserves ownership to the Tools provided to SUPPLIER. Should the Tools be manufactured or sourced by SUPPLIER or a third party engaged by SUPPLIER, BUYER will at the latest acquire full ownership of the Tools upon payment of overall 80 % of the agreed price to SUPPLIER and/or to the third party engaged by SUPPLIER. In all other cases, BUYER shall become co-owner of the Tools in relation of the payment made up to that point to the agreed price. BUYER owned Tools are held by SUPPLIER in fiduciary capacity. The Tools shall exclusively be used by SUPPLIER for the manufacturing of the Products ordered by and to be delivered to BUYER. SUPPLIER shall mark all Tools in a way that the ownership of BUYER (or a third party specified by BUYER) is properly visible.

13.3 BUYER may request SUPPLIER to hand over the Tool to BUYER at any time without any right on the part of the SUPPLIER to exercise any right of retention. If the Tool is handed over, SUPPLIER's obligation to manufacture the Products to be manufactured with this Tool shall be suspended.

13.4 The risk of accidental loss or damage of the Tools in the premises or possession of SUPPLIER or its sub-contractors shall be borne by SUPPLIER. SUPPLIER shall immediately inform BUYER of any disturbances regarding the Tools as soon as such events have occurred. SUPPLIER is obligated to insure all BUYER or third party owned Tools at its own expense for original value against property damage and loss. SUPPLIER hereby assigns all payment claims related to the Tools against the insurer to BUYER. BUYER herewith accepts this assignment.

13.5 SUPPLIER is obliged to carry out all necessary and required maintenance and inspection work concerning the Tools as well as all necessary repair work including the procurement of replacement parts at its own expense and in a timely manner. SUPPLIER is responsible for the safe and appropriate storage of the Tools. In case of suspension of delivery or in any case of default, insolvency proceedings regarding the assets of SUPPLIER, actual insolvency of SUPPLIER, or the termination of the Supply Contract, BUYER has the right to request the surrender of the Tools (also the Tools of the third parties specified by BUYER) after paying the outstanding price of the Tools, if any. SUPPLIER has neither the right of retention nor any other right to keep the Tools. If BUYER requests the surrender of the Tools, SUPPLIER shall make the Tools available for BUYER to collect without undue delay. Should SUPPLIER have mandated a manufacturer to produce the Tool ("Tool Manufacturer") or in case such Tool is made available to a sub-supplier for the contract manufacturing of the Products ("Contract Manufacturer") or parts thereof, SUPPLIER is obligated to conclude an agreement with the Tool Manufacturer or Contract Manufacturer which grants BUYER the same rights with regard to the Tools as stated in this clause 13. To the extent BUYER has made payments for these Tools to SUPPLIER, the Tool Manufacturer or Contract Manufacturer, SUPPLIER hereby assigns on a pro rata basis all claims regarding the Tools against the Tool Manufacturer or the Contract Manufacturer to BUYER and hereby transfers to BUYER on a pro rata basis all rights in respect of these Tools. BUYER hereby already now accepts such assignment and the transfer of rights.

13.6 As long as payments of SUPPLIER to a Tool Manufacturer, concerning the Tools, are not fully made by SUPPLIER and in case of the termination of the Supply Contract between SUPPLIER and BUYER, in case of impairment of performance, and in case of the commencement of insolvency proceedings against SUPPLIER and in case of the insolvency of SUPPLIER, BUYER has the right to pay the outstanding price of the Tools directly to the Tool Manufacturer instead of paying it to SUPPLIER. For this case SUPPLIER hereby assigns all claims concerning the Tools, inclusive the claims arising from title of ownership, against the Tool Manufacturer to BUYER and already now transfers all rights on the Tools to BUYER. BUYER hereby accepts such assignment and the transfer of rights.

13.7 SUPPLIER shall not be allowed to relocate the Tools without prior written consent of BUYER. Following EOP as defined in clause 17.1 and unless otherwise agreed, SUPPLIER shall maintain the Tools in good working condition ready for production of spare parts according to clause 17. The maintenance term shall not exceed the time in which SUPPLIER is obliged to supply spare parts pursuant to clause 17.

13.8 Clause **13.4** shall also apply accordingly for any packaging material paid by BUYER.

14. Industrial Property Rights of Third Parties / Background-Foreground Rights, Know How

14.1 Industrial property rights for the purposes of these Purchasing Conditions shall include patents, utility models, design rights, trademarks, product designations, copyrights, property rights related to copyrights (including databases), other industrial and/or intellectual property rights irrespective of whether such have been registered or registration has been applied for (including the right to apply for one of the aforementioned property rights) and trade secrets including know-how (together "Industrial Property Rights"), whereas trade secrets mean any and all technical and commercial information that is not publicly
known and not readily accessible and therefore of economic value, including, but not limited to, models, matrices, templates, patterns, specifications, drawings, sketches, tools and other manufacturing equipment as well as information designated as confidential and design data ("Trade Secrets").

14.2 SUPPLIER is obligated to indemnify, defend and hold BUYER harmless (i) from and against all third party claims arising out or in connection with the delivery of the Product or the performance of SUPPLIER's contractual obligations concerning the infringement of Industrial Property Rights of such third parties, (ii) from and against all claims by BUYER's customers who are themselves facing claims by a third party due to the infringement of Industrial Property Rights if such infringement is related to and / or caused by Products supplied by SUPPLIER to BUYER and/or which were delivered by BUYER to its customer, whether in its original or in anyhow further processed/installed form, and (iii) shall reimburse BUYER for all costs and expenses (included, but not limited to, in- and out-of-court costs, legal fees and expenses, as well as any costs arising from settlement
agreements of such claims or actions) BUYER might incur with respect to (i) and (ii) of this clause 14.2. Claims in accordance with this clause 14 against SUPPLIER shall become time-barred after three (3) years. The limitation period commences at the end of the year in which the claim arose and BUYER obtained knowledge of the circumstances giving rise to the claim or would have obtained such knowledge if BUYER had not shown gross negligence, but in any case and regardless of any knowledge within ten (10) years from delivery of the Products.

14.3 Clause **14.2** shall not apply (i) to the extent SUPPLIER has manufactured the Products exclusively in accordance with drawings, models or similar descriptions or information that were provided by BUYER, (ii) to the extent the accordance to such technical instructions caused the infringement and (iii) SUPPLIER did not know and could not have known that Industrial Property Rights of third parties will be infringed.

14.4 The parties undertake to inform each other without undue delay of any (alleged) Industrial Property Right infringement they become aware of, if this infringement is related to and/or caused by Products delivered by SUPPLIER to BUYER and/or caused by a Product delivered by BUYER to its customers, whether it is in its original form or further processed / installed by BUYER. SUPPLIER undertakes to support BUYER free of charge in every reasonable way in the defence against potential claims by any third party. If SUPPLIER becomes aware of an (alleged) infringement of any third-party Industrial Property Rights, SUPPLIER shall take all necessary steps to secure the supply of the Products to BUYER without such infringement, i.e. by obtaining a license or redesigning the Products (according to all contract requirements and qualification specifications) or taking other adequate steps to avoid such infringement.

14.5 Prior to commencing its provision of the Products, SUPPLIER shall inform BUYER about the prior or current use of any published or non-published Industrial Property Rights (including Industrial Property Rights applied for registration) which are owned by it or licensed to it and which are used in the design and/or manufacturing of the Products, or which otherwise affect or relate to the Products.

14.6 (a) If and to the extent SUPPLIER obtains any right, title or interest in or to Industrial Property Rights through any work ordered by BUYER and performed by SUPPLIER in connection with the development of the Products ("Development Work"), and if BUYER is obliged to make a payment for such Development Work in addition to or as part of the price for the delivery of the Products, SUPPLIER hereby assigns and transfers and agrees to assign and transfer any and all such right, title or interest to BUYER for no additional consideration. BUYER hereby accepts such assignment and transfer. As far as such assignment and transfer is not or not fully possible, SUPPLIER hereby grants to BUYER, and BUYER hereby accepts, exclusive, timely and geographically unrestricted, irrevocable, assignable and sub-licensable rights of use and exploitation currently known, including the right to duplicate and amend and also for types of use and exploitation which will become known in the future with regard to the Products and all results of the Development Work, free of additional charge. The license also includes the right to use, adapt, reproduce, publish and distribute, without the need for the author's consent, with or without attribution to the author. For the avoidance of doubt, payment by BUYER for Development Work includes (one-off) payments as well as payments by way of a contribution to development costs or in any other manner. (b) As far as BUYER is not obliged to make a separate payment for the Development Work, SUPPLIER hereby grants to BUYER, and BUYER hereby accepts, non-exclusive, timely and geographically unrestricted, irrevocable, assignable and sub-licensable rights of use and exploitation, including the right to duplicate and amend, with regard to the Products and all results of the Development Work, free of additional charge. For the avoidance of doubt, clause 14.6 (b) shall not apply to Products that are not incorporated into BUYER's end product. (c) If and to the extent any right, title or interest in or to Industrial Property Rights through any Development Work ordered by BUYER and performed jointly by BUYER and SUPPLIER arises, such Industrial Property Right shall, as a general rule, be jointly owned in equal parts by BUYER and SUPPLIER.

14.7 The application for registration and the assertion of Industrial Property Rights concerning Development Work paid by BUYER, by whatever means and as described in clause 14.6 (a), shall be made solely by BUYER (upon BUYER's unilateral decision). If the Development Work is not paid by BUYER, by whatever means, as described in clause 14.6 (b) SUPPLIER shall have the right to apply for registration, notwithstanding the license granted by SUPPLIER to BUYER according to Clause 14.6. With regard to Development Work paid by BUYER and performed jointly, as described in clause 14.6 (c) (i) BUYER and SUPPLIER shall mutually agree on whether Industrial Property Rights concerning such Development Work shall be applied for registration and whether they shall be asserted against third parties and (ii) any application for registration or assertion of Industrial Property Rights shall be made jointly by BUYER and SUPPLIER.

14.8 Inventions made by employees of SUPPLIER during the term of the contractual relationship resulting from their activities under the contractual relationship between SUPPLIER and BUYER must be effectively claimed by SUPPLIER according to applicable law. Any remuneration that employees are entitled to for having made their invention shall be paid by either BUYER or SUPPLIER depending on who is the employer of those employees. In other respects, the relevant laws shall apply.

14.9 (a) SUPPLIER hereby grants to BUYER, and BUYER hereby accepts non-exclusive, assignable, sub-licensable, timely and geographically unrestricted and irrevocable rights of use and exploitation, free of additional charge concerning Industrial Property Rights of SUPPLIER or its Affiliates which existed prior to the contractual relationship with BUYER, in order to enable BUYER to use, install, assemble, repair or otherwise modify the Products itself or by third parties for the own purposes of BUYER or BUYER's Affiliates or the customers of the aforementioned. The aforementioned stipulations of clause 14.9 (a) shall not apply to the extent the Products are not intended to be incorporated into or used in BUYER's or BUYER's customer's end-product being a vehicle or a part thereof. (b) If SUPPLIER is, for whatever reasons, not able or not willing to supply BUYER with the amount of Products stipulated in the Supply Contract or needed for the respective project with its customer, SUPPLIER hereby grants BUYER and BUYER hereby accepts, the rights of use and exploitation as described in clause 14.9 (a) to enable BUYER to manufacture or rebuild the Products by itself or by third parties, for BUYER's or BUYER's Affiliates or the customers of the aforementioned own purposes ("Emergency Manufacturing Right"). This Emergency Manufacturing Right shall apply for an appropriate period BUYER needs to establish a substitute supplier for the respective Products. BUYER shall require the SUPPLIER to hand over all such tooling, documents and materials etc. as are necessary in order to produce the Products. If SUPPLIER hands over documents to BUYER and/or its Affiliates and/or to a substitute supplier specified by BUYER for this purpose, these documents shall be returned to SUPPLIER once the Emergency Manufacturing Right has expired.

14.10 The abovementioned rights granted to BUYER will remain applicable even in the event of a premature termination of the contract between BUYER and SUPPLIER. These rights granted to BUYER relate to all (partial) results concerning Development Work at the time of the termination.

14.11 Notwithstanding any other rights of use, BUYER may share the information received within the scope of the business relationship with its affiliated companies in compliance with legal restrictions such as competition law, unless otherwise expressly agreed in writing. This shall also apply to the disclosure to the respective customer of BUYER and customer's affiliated companies, insofar as this serves the cooperation with this customer.

15. Hazardous Products and Materials/Notification

15.1 With the offer and before each delivery, SUPPLIER shall provide current safety data sheets, dangerous-goods transport documentation, declarations of substances and materials, and all other information required for lawful handling, packaging, transport, storage, access, use, recycling and disposal of Products. Documentation shall comply with applicable REACH, CLP, dangerous-goods and waste legislation and shall be updated without undue delay following any material, process or legal change. Customs-origin declarations, supplier declarations and tariff classifications are governed exclusively by clause 16.7.

15.2 Notwithstanding clause 2.4, if SUPPLIER has made changes to the Product which it also delivers to BUYER, SUPPLIER shall without undue delay inform BUYER of such changes, irrespective of any other information requirements.

15.3 SUPPLIER must provide BUYER with all information required in accordance with § 3 ProdSG (Produktsicherheitsgesetz), which is relevant for the assessment of effects on the safety and health to end-consumers. In particular, the following information shall be provided: - the attributes of the Products including its content, packaging, assembly instructions, installation, maintenance and term of use; - the impact on other goods and services, if the Product is expected to be used alongside other goods and services; - the presentation, marketing, warning notices, instructions for use and recycling information as well as other Product-related information; - any kind of group of end users which might be exposed to a greater risk if they use the Products.

15.4 SUPPLIER shall comply with the Regulation EC 1907/2006 ("REACH Regulation") and the Regulation (EC) No 1272/2008 ("CLP Regulation") with regard to the Products delivered to BUYER, including packaging. SUPPLIER is obligated to (pre-)register all substances contained in the Products delivered to BUYER or their packaging by itself or by sub-suppliers, if SUPPLIER is subject to registration obligations according to REACH Regulation. If SUPPLIER is not obliged to register according to REACH Regulation, it shall oblige its sub-suppliers to comply with their obligations according to REACH Regulation. SUPPLIER delivering Products from outside the European Union to the European Union shall appoint an exclusive Representative in accordance with Art. 8 of REACH Regulation, who will fulfil the obligations of an importer arising from Title II of REACH Regulation. SUPPLIER shall provide BUYER with an up-to-date, complete safety data sheet that complies with the requirements of REACH Regulation respectively the CLP Regulation with each delivery. As proof of ongoing compliance with the current legal requirements for declarable, restricted or banned substances, SUPPLIER must transmit correct and complete material data sheets in the IMDS (International Material Data System, www.mdsystem.com) to the respective specific IMDS ID of BUYER and in case of changes to update and make them available to BUYER without being asked.

16. Quality Management and Documentation

16.1 SUPPLIER shall establish and prove a process-oriented quality-management system (minimum standard: ISO 9001 or IATF 16949 in the version valid at the time of Product manufacture). The certification must be proven to BUYER by presenting the corresponding certificate in the BUYER Supplier Portal. SUPPLIER shall also follow the recommendations of the VDA-script "Product Integrity" and the VDA-script "Product Compliance Volume 1: Product Compliance System" in the version valid at the time of Product manufacture. However, BUYER may engage a third party obliged to confidentiality for the audit of such areas, such third party only to be rejected for serious cause. SUPPLIER further agrees to comply with the VDA-script "Protection of Quality in the Automotive Industry - Supplier Assessment, Master Sampling" ("Sicherung von Qualität in der Automobilindustrie - Lieferantenbewertung, Erstmusterprüfung") as well as the VDA-script "Protection of Quality of Deliveries/Supplier Selection/Manufacturing Process/Product Release / Quality Performance in Series" ("Sicherung der Qualität von Lieferungen / Lieferantenauswahl / Qualitätssicherungsvereinbarung / Produktionsprozess und Produktfreigabe / Qualitätsleistung in der Serie / Deklaration von Inhaltsstoffen") in the version valid at the time of Product manufacture. BUYER and SUPPLIER can only agree in writing to a deviation from the applicable quality-management system. BUYER may audit the efficiency of SUPPLIER's quality-management system at any time on SUPPLIER's premises by itself or by a third-party during business hours and with adequate prior notice. If SUPPLIER can demonstrate a justified interest in secret of certain plant areas especially towards BUYER these areas are excluded from the audit by BUYER, but not by reasonable third parties bound to secrecy.

16.2 SUPPLIER must have carried out a successful initial sampling and process approval before start of the serial production. The details of the PPF respectively the PPAP process and the associated initial sampling (PSW - Part submission warrant or initial sample testing) must be agreed in writing between BUYER and SUPPLIER. Initial samples must be made available by SUPPLIER in a timely manner, in its entirety, in the then current version, free of damage and fully measured. The Production Part Approval (PPAP or PPF) shall not release SUPPLIER from its obligations and responsibilities. Only upon BUYER's acceptance of the master sample, SUPPLIER can start the serial production and delivery. Independent of such an acceptance, SUPPLIER shall always verify the quality of the Products itself and shall perform outgoing product inspections. In case, an automotive manufacturer requires different or additional standards, they will be mutually agreed upon and implemented by SUPPLIER. If the agreed sampling is not successful, SUPPLIER shall bear all additional costs incurred by BUYER that arise in connection with such sampling or the additional sampling process. This does not apply if SUPPLIER is not at fault.

16.3 Drawings, CAD-data, description etc., attached or referenced in the Supply Contract shall be binding for SUPPLIER. SUPPLIER is obligated to examine them for any kind of discrepancies. In case SUPPLIER detects actual or assumes potential discrepancies, SUPPLIER shall immediately inform BUYER in writing. If SUPPLIER does not immediately inform BUYER,
SUPPLIER cannot claim at a later stage that such discrepancies exist. SUPPLIER is solely responsible for drawings, plans and calculations made by SUPPLIER even if BUYER approved them.

16.4 Latest upon the delivery of tools or equipment to BUYER, SUPPLIER shall hand over documentation concerning the handling, service, maintenance and repair of the tools and the equipment. SUPPLIER shall be responsible that the Products fulfil the regulatory requirements which are necessary for using the CE-labelling and shall affix the CE label to the Products accordingly.

16.5 In the case of Products subject to documentation ("dokumentationspflichtige Teile") (in particular vehicle parts) which are marked as such in the technical documents or defined as such by special agreement, SUPPLIER is obligated to document in special records when, in which way and by whom the characteristics subject to documentation were tested and what results the required quality tests yielded. The records and the documentation of the results shall be properly stored by SUPPLIER for fifteen (15) years and made available to BUYER upon request. SUPPLIER shall comply with the applicable customer-specific requirements (Customer Specific Requirements - CSR) in the version valid at the time of Product manufacture. Unless otherwise agreed, the applicable minimum requirements of the VDA volume "Special Vehicle Parts at Automotive Manufacturers and their Suppliers, Performance and Documentation" ("Dokumentationspflichtige Teile bei Automobilherstellern und deren Zulieferanten, Durchführung und Dokumentation") shall always be applied and complied with.

16.6 As far as public authorities which are responsible for vehicle safety or emission standards and provisions etc., request to inspect the respective production sites and documents of BUYER, SUPPLIER shall, on demand of BUYER, grant authorities the identical rights BUYER has towards SUPPLIER and shall support them with SUPPLIER's best efforts.

16.7 SUPPLIER is obligated to forward all required declarations about relevant origin of the products for customs ("zollrechtlicher Ursprung") to BUYER in a timely manner, but in any case no later than at delivery. SUPPLIER shall provide all relevant customs codes and whenever existing according to the Harmonized System (HS), whereas generally the 6-digit codes should be provided and whenever useful to BUYER the TARIC codes. SUPPLIER shall be liable for any disadvantages incurred by BUYER due to the improper or delayed provision of the required "Supplier-Declaration", unless SUPPLIER is not at fault. Upon request by BUYER, SUPPLIER must prove the details it has given concerning the origin of the products by means of the relevant information sheet confirmed by the competent customs authorities.

16.8 SUPPLIER shall conduct OECD-aligned responsible-minerals and responsible-sourcing due diligence. Upon request, SUPPLIER shall provide complete and accurate reporting for tin, tantalum, tungsten and gold (3TG), cobalt, mica, lithium, nickel, natural graphite

and other identified high-risk materials, including current CMRT, EMRT or successor templates, smelter and refiner information, origin data and corrective-action plans.
SUPPLIER shall comply with Regulation (EU) 2017/821, Regulation (EU) 2023/1542 and other applicable responsible-sourcing requirements and shall impose equivalent obligations on relevant sub-suppliers.

17. Spare Parts

17.1 Unless otherwise agreed in writing and whether or not a Supply Contract remains in effect, SUPPLIER has a duty to provide BUYER, following expiration or termination (independent of the reason of termination) of the relevant serial Supply Contract (End of Production, "EOP"), with sufficient quantities of Products for use as spare parts for a period of fifteen (15) years ("Project Term"). SUPPLIER shall ensure that its sub-suppliers (who are fully or partially involved in the manufacture of Products for BUYER) are contractually bound to comply with this obligation and that this obligation is passed on the respective sub-suppliers accordingly along the supply chain.

17.2 The last price valid for the serial delivery of the Products plus additional costs for custom packaging, if any, less any assembly costs no longer incurred shall apply to the spare parts for a period of three (3) years after EOP. The price for spare parts shall be determined new after such three (3) years on the basis of a cost analysis. Until such mutual determination the last price as defined in sentence 1 continues to apply.

18. Handing-Over and Use of Working Appliances

18.1 All fixtures, samples, models, drawings, documents and other Working Appliances provided, paid for or funded by BUYER are BUYER Assets governed exclusively by clause 13. No separate or conflicting ownership-transfer, custody or return regime applies under this clause 18.

19. Termination

19.1 The term of the Supply Contract is explicitly defined in that Supply Contract (“Initial Term”). That Initial Term shall be automatically extended by a further 12 months in each case (“Extended Term”) unless the Supply Contract is terminated by BUYER or the SUPPLIER six months prior to the expiry of the Initial Term (or, in the case of automatic renewal, prior to expiry of the Extended Term).

19.2 The SUPPLIER is not entitled to exercise ordinary termination of the Supply Contract, insofar as nothing to the contrary arises from clause 19.1.

19.3 BUYER may terminate a Supply Contract without cause on six (6) months notice to the end of a calendar month. For termination or cancellation by BUYER without cause, BUYER shall pay only: (i) delivered and unpaid Products; (ii) actual, reasonable and unavoidable costs of semi-finished Products, raw materials and components procured consistently with authorised releases and agreed lead times as set out in clause 4.7 or, as the case may be, in the Supply Contract and incapable of mitigation or alternative use; and (iii) the documented non-amortised portion of project-specific investments expressly disclosed to and approved by BUYER in writing before commitment, less mitigation, reuse, scrap value and insurance proceeds. No lost profit, contribution margin, unabsorbed overhead or consequential loss is payable.

19.4 In addition to all other rights to terminate a Supply Contract, the parties may also terminate a Supply Contract, in full or in part, for cause with immediate effect, and without any further liability or compensation to the respective other party where the statutory requirements for a termination for cause are met.
In particular, BUYER may terminate with immediate effect in the following cases:

(i) if SUPPLIER commits a material breach of the Supply Contract, BUYER notifies SUPPLIER of the breach, and SUPPLIER fails to cure the breach within a reasonable period set by BUYER;
(ii) if SUPPLIER admits that it is unable to pay its debts as they become due or there is a significant deterioration in the economic situation of SUPPLIER;
(iii) it becomes apparent on the basis of objective indications that the financial circumstances of SUPPLIER deteriorate after conclusion of the Supply Contract to such an extent that delivery in accordance with the Supply Contract cannot be expected, or, if for insufficiency of assets an application for the opening of insolvency proceedings has been rejected or the opening of such proceedings has been refused;
(iv) upon a Change of Control of SUPPLIER. "Change of Control" means (a) change of the direct or indirect shareholder of in total 50 % or more of SUPPLIER's voting shares or (b) sale of substantially all of a SUPPLIER's assets, unless such Change of Control is a mere internal corporate reorganisation within SUPPLIER's group of companies without any change in the ultimate control upon SUPPLIER;
(v) where BUYER’s customer terminates the relevant vehicle programme;
(vi) the SUPPLIER is no longer competitive in terms of technology, quality, service and price (together “Factors”). The SUPPLIER is "no longer competitive" if its Products, in the overall view of these Factors, do not (any longer) correspond to the level of similar products of other manufacturers and the SUPPLIER does not achieve to reach this level within a reasonable period of time. It is presumed that the SUPPLIER is “no longer competitive” with respect to price if an independent third party (which is legally obliged to protect confidentiality by terms of its profession) confirms to SUPPLIER in writing that the Products or service, or an equivalent product or service, can be supplied to BUYER by a third party at a price which is lower than the SUPPLIER’s current price despite comparability of the other Factors and the SUPPLIER is unable to match that price of the aforementioned third party within 12 calendar weeks from receipt of such request by BUYER.
The SUPPLIER shall have no claims based on premature termination where one of the above conditions are met.

19.5 In the event of a partial termination of a Supply Contract that has not yet been completely fulfilled, SUPPLIER shall remain obligated to fulfil the non-terminated part of the Supply Contract.

19.6 In case of termination, BUYER shall have the right to set off with (i) a receivable BUYER has towards the SUPPLIER or an Affiliate of SUPPLIER (as defined in clause 1.3) or with (ii) a receivable of an Affiliate company of BUYER has against SUPPLIER or an Affiliate

of SUPPLIER, against a receivable SUPPLIER has towards BUYER.

19.7 Upon termination of a Supply Contract by the SUPPLIER pursuant to Section 19.1, BUYER shall be entitled to an option of a phase-out period running up to 18 months from the date the termination takes effect. BUYER must exercise this option within three months from its receipt of the Notice of Termination by giving a written declaration to the SUPPLIER, which must also indicate the duration of the phase-out period.

19.8 If Supply Contract ends, BUYER will be entitled to share all Confidential Information as defined below in clause 20.1 that is related to the terminated business relationship and that is necessary to manufacture the Products previously supplied by SUPPLIER and for covering BUYER's needs, unless and to the extent the Confidential Information concerned is protected by unpublished Industrial Property Rights and BUYER has no right to disclose such Confidential Information or to use or sublicense such Industrial Property Rights.

19.9 Termination of any Supply Contract shall be without prejudice to the accrued rights and duties of the parties and shall not affect the applicability or further applicability of any clauses of these Purchasing Conditions or any Supply Contract which expressly or implicitly should apply following a termination or rescission.

20. Confidentiality and Data Protection

To the extent that BUYER and the SUPPLIER have not already made an agreement in individual cases to protect confidential information and for the period following expiry of such agreements, the provisions of this clause 20 set out below shall apply:
20.1 SUPPLIER shall handle confidential and not disclose to any third party all information which is, in the scope of the business relationship with BUYER, disclosed directly or indirectly from BUYER or from Affiliates of BUYER and (a) are marked confidential or (b) are usually and/or by a reasonable third party considered as confidential, in particular according to the type of information or the circumstances the transmission of the information, as confidential ("Confidential Information"). Confidential Information within the meaning of this clause includes but not limited to: (i) prototypes, test parts or samples; (ii) Trade Secrets, know-how, ideas and inventions or results; (iii) existence and content of the business relationship, agreements and drafts, tender documents, technical specifications, process descriptions, volume and cost data; (iv) technical and business information; (v) other not publicly available information, including knowledge of internal circumstances and processes that is obtained in the course of the business relationship or the business correspondence and personal data held. SUPPLIER shall only use such Confidential Information in connection with and to the extent necessary for the supply relationship, regardless whether such Confidential Information has been disclosed to SUPPLIER or an Affiliate of SUPPLIER. SUPPLIER undertakes to neither pass such information on to third parties nor otherwise make such accessible in any other way, and to take all reasonable precautions in order to prevent any access by third parties, except to the extent approved prior and in writing by BUYER.

20.2 An information is not classified as Confidential Information, if this information: (i) is or becomes publicly available without breach of confidentiality obligations; (ii) is provided to SUPPLIER by a third party which was entitled to provide such information and which was not subject to a confidentiality obligation; (iii) was already known to SUPPLIER prior to the receipt of the Confidential Information; (iv) was independently developed by SUPPLIER without use of or reference to the information of BUYER. SUPPLIER who claims one or more exceptions shall prove the underlying factual basis.

20.3 SUPPLIER is obligated to immediately inform BUYER in case it is aware that third parties gained access to Confidential Information or in case such Confidential Information was destroyed or lost.

20.4 The confidentiality obligations under this clause 20 shall not apply if and to the extent that Confidential Information must be disclosed due to mandatory judicial, official or statutory regulations or orders, whereby the disclosure shall be kept to a minimum and SUPPLIER shall inform BUYER to the earliest possible time and, if possible, prior to the intended disclosure.

20.5 This confidential obligation applies to all employees, Affiliates of SUPPLIER or third parties engaged by SUPPLIER ("Third Persons") in the business relationship with BUYER independent of their contractual relationship. SUPPLIER shall bind all those Third Persons who have access to the Confidential Information, prior to the disclosure of Confidential Information, to confidentiality obligations equivalent to the obligation set out in this clause 20. SUPPLIER will keep the number of such Third Persons as small as possible with respect to the confidentiality and the disclosure of Confidential Information limited to the need to know.

20.6 If not otherwise agreed, the confidentiality and use restriction obligations apply for the duration of the business relationship and shall continue to apply as long as BUYER has a legitimate interest in maintaining confidentiality and end at the earliest seven (7) years after termination of the business or contractual relationship or completion of the purpose of confidentiality.

20.7 Any other statutory confidentiality rights remain unaffected.

20.8 SUPPLIER shall comply with all applicable data-protection and privacy laws, including Regulation (EU) 2016/679 (GDPR) and applicable national implementing laws. SUPPLIER shall process personal data only on documented instructions where it acts as processor, implement appropriate technical and organisational measures, ensure lawful international transfers, support data-subject and regulatory requests, and notify BUYER without undue delay of any actual or suspected personal-data breach affecting BUYER data. A separate data-processing agreement shall prevail where required.

21. Compliance

21.1 SUPPLIER shall comply with all applicable laws, standards and official requirements, including competition and antitrust law, anti-bribery and anti-corruption law, anti-money-laundering rules, export control, customs and sanctions law, product and environmental law, occupational health and safety, labour and human-rights requirements and applicable supply-chain due-diligence legislation. To the extent applicable, SUPPLIER shall comply with the German Supply Chain Due Diligence Act, national laws implementing Directive (EU) 2024/1760, and equivalent Polish and Hungarian requirements, each as amended or replaced. SUPPLIER shall maintain risk-based controls, accurate records and effective remediation processes covering its own operations and its supply chain.

21.2 SUPPLIER commits itself not to (i) offer, promise or grant any benefit to a Public Official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of Goods or services; (iii) demand, allow

itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of Goods or services; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act; (v) make any agreements with other undertakings or to participate in concerted practices which have as their object or effect the prevention, restriction or distortion of competition under applicable antitrust regulations. In case SUPPLIER is in contact with a Public Official for BUYER, discussing or negotiating, or SUPPLIER engages a third party to do so, SUPPLIER is obligated (i) to inform BUYER in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide BUYER with a written record of each conversation or meeting with a Public Official and (iii) to provide BUYER monthly a detailed expense report, with all original supporting documentation. A "Public Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

21.3 In case SUPPLIER regularly provides its services with its own employees on BUYER premises at least once a week, SUPPLIER shall participate in any audit, investigation, certification, or screening process to verify the terms and conditions of employment for such employees working on BUYER premises. Limited to the purpose of verifying compliance with applicable laws regarding the terms and conditions of employment, BUYER may require SUPPLIER to disclose the personal information necessary to confirm lawful employment practices as far as legally permissible. The disclosure shall, if not otherwise agreed, include the surname, first name, nationality, age, and work permits, if any, as well as the disclosure of pay slips of the pertinent employees. SUPPLIER shall ensure that provision of the data is in accordance with applicable data protection laws and regulations. BUYER processes provided personal data in strict confidence, in compliance with applicable data protection laws and regulations, to the extent required and subject to the audit and according to the BUYER data privacy statement, which will be made available to SUPPLIER upon request. SUPPLIER must ensure that the privacy statement will be made known to affected subjects in a suitable manner.

21.4 SUPPLIER shall respond to inquiries of BUYER to compliance, social responsibility and sustainability in the supply chain within reasonable time. In the event of a suspected violation of the obligations under clause 21.1 and 21.2, SUPPLIER shall promptly investigate any potential violations and inform BUYER of investigative measures undertaken, and, where warranted, notify BUYER of the affected sub-suppliers. If the suspicion proves to be warranted, SUPPLIER must inform BUYER within a reasonable period of the measures undertaken internally within its organization in order to prevent future violations. Upon BUYER's request, SUPPLIER confirms in writing that it adheres to the obligations under this clause 21 and that SUPPLIER is not aware of any (further) breaches of the obligations under this clause 21, other than the breaches described therein, if any.

21.5 If SUPPLIER cannot remedy a violation of clause 21.1 without undue delay, BUYER may require a time-bound action plan and may temporarily suspend affected business where necessary and proportionate. The suspension shall be reviewed at least every thirty (30) days and shall not continue beyond ninety (90) days without a documented senior-management review of legal risk, remediation progress and supply-continuity measures. BUYER may source elsewhere during suspension. BUYER retains its audit, corrective-action and termination rights for serious, persistent or unremedied violations.

21.6 SUPPLIER shall indemnify BUYER and BUYER's Affiliates and employees from any liability claims, demands, damages, losses, costs and expenses that result from a violation of this clause 21 by SUPPLIER. This does not apply if SUPPLIER is not at fault.

21.7 SUPPLIER shall ensure to pass on the provisions of this Compliance clause 21 to its sub-suppliers and to bind its sub-suppliers accordingly. In order to establish, enforce and maintain compliance obligations in the supply chain, SUPPLIER shall further make best efforts to oblige its sub-suppliers to pass on the compliance obligations of this clause 21 in the contracts with their sub-suppliers and to pass on the compliance obligations along the supply chain.

22. Information and Cyber-Security

22.1 SUPPLIER shall maintain an information-security management system appropriate to the Products, services and risks and shall comply with applicable cybersecurity law, including national laws implementing Directive (EU) 2022/2555 (NIS2), Regulation (EU) 2024/2847 (Cyber Resilience Act) where relevant, and BUYER security requirements.

22.2 SUPPLIER shall implement secure-by-design and secure-by-default controls, access management, backup, business continuity, vulnerability management, malware prevention, physical security and supply-chain security. Products and systems shall contain no malicious code, undisclosed backdoor, unauthorised telemetry or disabling mechanism.

22.3 SUPPLIER shall notify BUYER immediately and in any event within twenty-four (24) hours after becoming aware of an actual or suspected cybersecurity incident, material vulnerability, unauthorised access, malware, loss of availability or compromise affecting Products, BUYER systems, BUYER data or continuity of supply. SUPPLIER shall provide timely updates, preserve evidence and cooperate in containment and remediation.

22.4 Within two (2) weeks after completion of the investigation, SUPPLIER shall provide a root-cause and corrective-action report describing the incident, timeline, affected systems and data, impact, containment, remediation and measures against recurrence. Corrective actions shall be implemented within agreed risk-based deadlines.

22.5 SUPPLIER shall provide security updates and vulnerability remediation for the agreed support period and any longer period required by law. Upon request, SUPPLIER shall provide a software bill of materials, vulnerability information, penetration-test or assurance results and evidence of remediation.

22.6 SUPPLIER shall indemnify BUYER against liabilities, losses and damages caused by a breach of this clause 22. This shall not apply if SUPPLIER is not at fault. BUYER may withhold amounts reasonably related to the documented incident, investigation, remediation or claim, but undisputed amounts remain payable.

22.7 BUYER may, directly or through a reputable independent third party, conduct proportionate information-security audits for justified reasons and at least once per calendar year for critical suppliers, subject to confidentiality and operational safeguards.

22.8 BUYER may require evidence of an appropriate level of information security, including ISO/IEC 27001 certification or TISAX assessment where relevant. The audit right in clause 22.7 applies accordingly.

23. Sub-suppliers and sub-contractors

23.1 Sub-suppliers and sub-contractors of the SUPPLIER shall be deemed its vicarious agents [*Erfüllungsgehilfe*].

23.2 SUPPLIER shall ensure that its sub-suppliers are contractually bound to comply with the provisions contained in these Purchasing Conditions and in the Supply Contract and that this obligation is passed on accordingly along the supply chain

24. Advertisement

24.1 The use of requests for quotations, orders, acceptance of orders by BUYER and the connected correspondence as such for promotion purposes is strictly prohibited. The same applies for any promotion purpose of SUPPLIER with reference to the Product used by BUYER's customers.

24.2 Only upon prior written approval by BUYER shall SUPPLIER be allowed to engage in promotional activities regarding the business relationship with BUYER.

25. General Provisions

25.1 BUYER shall have the right to set off with (i) a receivable BUYER might have towards an Affiliate of SUPPLIER or with (ii) a receivable an Affiliate of BUYER might have against SUPPLIER or an Affiliate of SUPPLIER, against a receivable SUPPLIER has towards BUYER.

25.2 Any provision of these Purchasing Conditions, any Purchase Contract or any other agreement made within the business relationship which is or shall become invalid shall not affect the validity and enforceability of other valid provisions or agreements. The parties agree that such invalid provision shall be replaced by a valid and enforceable provision having similar economic consequences.

25.3 The place of the performance shall be the registered office of BUYER. For the delivery as such, another rule can be determined.

25.4 Jurisdiction, venue and governing law are determined by Annex 1 according to the BUYER entity identified in the applicable Supply Contract. BUYER may additionally bring proceedings before any other court having jurisdiction under applicable law.

25.5 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded to the extent permitted by the applicable law.

25.6 These Purchasing Conditions are issued in English. Any translation is for convenience only. To the extent permitted by mandatory law, the English version prevails in case of inconsistency.

25.7 Annex 1 forms an integral part of these Purchasing Conditions. If a mandatory local-law provision conflicts with these Purchasing Conditions, that mandatory provision prevails only to the minimum extent required.

ANNEX 1 - COUNTRY-SPECIFIC LAW AND JURISDICTION

A. Car Top Systems GmbH (Germany)

- These Purchasing Conditions and each call-off order or Supply Contract are governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules and the CISG.
- • The exclusive place of jurisdiction and venue is the court having jurisdiction at the registered office of Car Top Systems GmbH. BUYER may also sue at any other court having jurisdiction under applicable law.
- • Section 377 of the German Commercial Code (HGB) applies subject to clause 7.1 and to the maximum extent that the parties may contractually modify the inspection and notification obligations.

B. Car Top Systems sp. z o.o. (Poland)

- These Purchasing Conditions and each call-off order or Supply Contract are governed by the laws of the Republic of Poland, excluding conflict-of-law rules and the CISG.
- The exclusive place of jurisdiction and venue is the court having territorial and subject-matter jurisdiction for the registered office of Car Top Systems sp. z o.o., to the extent permitted by Polish law. BUYER may also sue at any other court having jurisdiction under applicable law.
- Inspection, notice of defects, warranty, intellectual-property transfers and limitation issues are subject to mandatory provisions of Polish law. Any transfer or licence of copyright covers the fields of exploitation expressly identified in the Supply Contract or call-off order, statement of work or development agreement.

C. Car Top Systems Kft. (Hungary)

- These Purchasing Conditions and each call-off order or Supply Contract are governed by the laws of Hungary, excluding conflict-of-law rules and the CISG.
- The exclusive place of jurisdiction and venue is the competent court at the registered office of Car Top Systems Kft., to the extent a jurisdiction agreement is permitted by Hungarian law. BUYER may also sue at any other court having jurisdiction under applicable law.
- Inspection, notice of defects, warranty, title, security interests and intellectual-property matters are subject to mandatory provisions of Hungarian law.

ANNEX 2 - PRINCIPAL 2026 REGULATORY UPDATES REFLECTED

- Incoterms updated to Incoterms 2020.
- Circularity requirements for vehicle design and management of end-of-life vehicles updated to Regulation (EU) 2026/1738
- Product, chemical, battery, packaging, market-surveillance and product-safety references refreshed and drafted dynamically as amended from time to time.
- Cybersecurity obligations updated for NIS2 implementing law and Regulation (EU) 2024/2847 (Cyber Resilience Act), where applicable
- Data and connected-product obligations updated for Regulation (EU) 2023/2854 (Data Act), where applicable.
- Supply-chain due-diligence, sanctions, export-control, human-rights and environmental compliance provisions refreshed for current EU and national requirements.