

General Terms and Conditions of Purchase of Heinrich Huhn Deutschland GmbH

I. Applicable terms and conditions

1. The legal relationships between the Supplier and Heinrich Huhn Deutschland GmbH ("HUHN") are governed by these terms and conditions and any other written agreements. Amendments and additions must be writing.
2. General terms and conditions and other deviating terms and conditions of the Supplier do not apply, even if they have not been expressly rejected in individual cases.
3. These terms and conditions apply to deliveries and services of all kinds.
4. These terms and conditions also apply to all future business transactions.

II. Offer, conclusion of contract

1. If the Supplier prepares an offer on the basis of a request from HUHN, it must adhere precisely to the request and, in the event of deviations, expressly draw HUHN's attention to these. If HUHN does not expressly refer to the offer, it will not become part of the order.
2. The Supplier's cost estimates are binding and are not subject to remuneration by HUHN, unless otherwise expressly agreed in writing.
3. If the Supplier does not accept the order within 5 working days, HUHN will have a right to cancel the order. In these terms and conditions "order" means all written requests from HUHN to the Supplier for the delivery of a product or the provision of a service.
4. If there is a regular business relationship with the Supplier in which orders are placed on the basis of delivery call-offs, the following applies: A delivery call-off becomes binding at the latest if the Supplier does not object in writing within 5 working days of receipt. The Supplier must maintain the necessary capacity in order to be able to deliver the quantities including advance quantities (for 6 months from receipt of the delivery call-off). Unless otherwise provided, delivery call-offs are subject to a production release of 4 weeks from receipt of the call-off and a material release of a further 8 weeks. Furthermore, call-offs or delivery schedules only constitute a non-binding forecast.
5. HUHN can request changes to the delivery item even after the contract has been concluded. The Supplier must implement such changes without undue delay providing that it can be reasonably expected to do so. If the change leads to a cost increase or a cost reduction or results in the delivery date needing to be adjusted, the parties will come to a reasonable mutual agreement about this.

III. Prices, payment, invoice, assignment and competitiveness

1. The agreed prices are fixed prices (net) and represent the total price of manufacturing and delivering the products or providing the services including all ancillary services.
2. Unless otherwise agreed, the price is "DDP HUHN" in accordance with Incoterms 2020 (including packaging).
3. The invoice will be paid within 60 days after delivery and receipt of the invoice net. Payment will be made in Euros. In the event that early deliveries are accepted, the due date will be calculated from the agreed delivery date.
4. Invoices, delivery notes and other correspondence must always quote HUHN's order number.
5. The Supplier is not permitted to assign its claims against HUHN or to have them collected by third parties without HUHN's prior written consent, which may not be unreasonably withheld. If the Supplier assigns its claim against HUHN to a third party and if the assignment is nevertheless effective, HUHN may choose whether to make payment with debt-discharging effect to the Supplier or to the third party.
6. HUHN may check the Supplier's competitiveness in terms of price, technology and quality at any time. If the Supplier is not (or is no longer) competitive, HUHN will set the Supplier a reasonable deadline (of at least 3 months) to reinstate its

competitiveness. If the Supplier does not succeed in doing so in due time, HUHNS may terminate the contract for good cause or with a phasing-out period. In this case, HUHNS will have a duty, excluding all further claims, to reimburse the Supplier for the costs of finished and semi-finished products as well as costs of materials in accordance with the applicable production release and material release periods.

IV. Delivery dates, default in delivery, transfer of ownership

1. The agreed delivery dates are binding.
2. If the Supplier is in default, in addition to the further-reaching statutory claims, HUHNS can claim liquidated damages in the amount of 0.3 % of the net price per full working day, but no more than a maximum of 5 % of the net price of the goods delivered late. HUHNS reserves the right to prove that the loss suffered is higher. The Supplier is free to prove that no loss was suffered or that the loss suffered was significantly lower.
3. Should the Supplier become aware of circumstances which may jeopardise timely delivery to HUHNS in accordance with the orders and/or call-offs, the Supplier must inform HUHNS about this in writing immediately.
4. Unconditionally accepting the delayed delivery does not constitute a waiver by HUHNS of its rights resulting from delayed delivery.
5. Title in the delivered goods will be transferred to HUHNS upon payment at the latest. A longer or extended retention of title requires HUHNS's express written consent.

V. Force majeure

1. In the event of force majeure, the affected party will be released from its obligation to perform for the duration of this disruption to the extent of its effect. Force majeure means events which are unforeseeable and unavoidable and beyond the control of the affected party and for which the affected party is not responsible. The affected party must inform the other party immediately of the circumstances that have led or may lead to a force majeure event as soon as these circumstances become known to that party.
2. The party affected by a force majeure event must do everything reasonable to overcome or mitigate it. Notwithstanding the foregoing, during the period during which the Supplier is affected by force majeure, HUHNS will be entitled to procure the delivery item from third parties and to reduce the quantities ordered, without having to pay compensation to the Supplier for this. During this period, HUHNS is also entitled to manufacture the delivery item itself or to have it manufactured by third parties.

VI. Incoming goods inspection, notification of defects

1. Unless otherwise agreed for a specific product or project, HUHNS has no obligation to inspect incoming delivery items beyond what is provided for in the following section VI. 2.
2. The Supplier undertakes to only deliver goods which have been inspected by it for freedom from defects and, in particular, for compliance with the agreed specifications and the agreed dimensions and for freedom from defects in terms of their function. Against this background, within the scope of the incoming goods inspection the Supplier agrees that HUHNS will only subject the goods to a quantity and identity check as well as an inspection to ensure that there is no external damage and will otherwise initially accept them without inspecting them.
3. However, HUHNS must notify the Supplier of all defects that are discovered in the ordinary course of business without undue delay and within 10 working days after discovery at the latest.

VII. Confidentiality and data protection

1. The parties undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship.

2. Drawings, models, templates, samples and similar items may not be handed over or otherwise made available to unauthorised third parties. Such items may only be reproduced within the framework of operational requirements and copyright regulations.
3. Sub-suppliers must be subjected to a corresponding confidentiality obligation.
4. Both parties undertake to comply with the applicable statutory data protection regulations (such as the General Data Protection Regulation as well as the applicable national data protection laws).

VIII. Quality and documentation

1. The Supplier must ensure that its deliveries comply with the recognised rules of technology, the safety regulations and the agreed technical data. Changes to the delivery item, a production process that has already been approved or relocating it to another site require HUHN's prior written consent.
2. HUHN may conduct reasonable inspections and quality audits of production processes and facilities at any time after giving reasonable notice and during normal business hours.
3. If the Supplier delivers production material to HUHN, the following applies:
 - a) The Supplier must maintain or develop a quality management system on the basis of IATF 16949 as amended from time to time. Certificates from accredited bodies or 2nd party audit certifications as well as equivalent QM systems such as VDA Volume 6 Part 1 and ISO 9001 with automotive-specific orientation can be recognised by HUHN after prior verification. The Supplier must provide HUHN with a copy of the respective current certificate. HUHN must be informed without undue delay if the certificate is revoked.
 - b) In the case of products specially marked in the technical documents or by separate agreement, e.g. by "D" or cc, the Supplier must also record in special records when, in what manner and by whom the delivery items were tested with regard to the features subject to documentation and what the results of the required quality tests were. The testing documents must be kept for 15 years and submitted to HUHN if required.
 - c) If the type and scope of the tests as well as the testing equipment and methods have not been bindingly agreed between the Supplier and HUHN, HUHN is prepared, at the Supplier's request, to discuss the tests with the Supplier within the scope of its knowledge, experience and possibilities in order to determine the respective required level of testing technology.
 - d) If authorities responsible for motor vehicle safety, exhaust gas regulations or similar ask to inspect HUHN's production process and testing documents in order to verify certain requirements, the Supplier agrees, at HUHN's request, to grant them the same rights in its operation and to provide all reasonable support in this regard.
 - e) The Supplier must observe the following VDA specifications:
 - for the initial sample inspection, the VDA publication "Volume 2 Assuring the quality of deliveries production process and product release PPF";
 - for further information on measuring and testing processes, the VDA publication "Volume 5 Test process suitability, suitability of measurement systems, measurement and testing processes, expanded measurement uncertainty, conformity assessment";
 - for documentation and archiving when procuring production material and spare parts, the VDA document "Volume 1 Documentation and archiving - guidelines for the documentation and archiving of quality requirements" and the VDA document "Process description of special characteristics (BM) i.e. sc and cc".
 - f) The Supplier will constantly check the quality of the delivery items. In addition, the parties will inform one another about the possibilities of further quality improvement.

IX. Compliance, compliance with laws, hazardous substances

1. The Supplier undertakes to comply with all laws, ordinances and other binding public-law regulations applicable to its business operations and the products to be delivered by it.

2. For products, materials and processes which, due to laws, ordinances, other regulations or due to their composition and their effect on the environment, require special treatment with regard to, among other things, transport, packaging, labelling, storage, treatment, manufacturing and disposal, the statutory requirements of the country of manufacture as well as the country of distribution must be met by the Supplier as mandatory. In this case, the Supplier will provide HUHN with the necessary paperwork and documents in good time. In particular, all hazardous substances and substances hazardous to water may only be delivered after submission of an EC safety data sheet and approval by HUHN.

3. The Supplier will ensure that the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No 1907/2006, OJ EU - "REACH" - and Regulation (EC) No 1272/2008 - "CLP" - as amended from time to time are complied with, in particular that the pre-registration as well as the registration are carried out in due time in each case. The Supplier is aware that the products cannot be used if the requirements of REACH and CLP are not fully and properly met.

4. The relevant components according to the EU End of Life Vehicles Directive (ELV) must be entered into the IMDS database by the Supplier at its own cost and will be deemed to have been declared once it has done so. Due to the EU End of Life Vehicles Directive, the Supplier has a duty to ensure the following: (i) preparation and transmission of a component-related concept for drainage and removal of pollutants; (ii) compliance with the VDA 260 labelling standard for materials and components; (iii) provision of a recycling concept for selected supplied parts after consultation with HUHN; (iv) highest possible recycling percentage and use of renewable raw materials after consultation with HUHN.

5. The Supplier acknowledges the validity of the Code of Conduct Version 2_20220804 which can be viewed at and downloaded from <https://www.heinrich-huhn.de/unternehmen/downloads/>.

X. Liability, material defects, product liability, recall

1. Unless otherwise agreed below or for a specific project or product, the statutory provisions apply with regard to the liability of the parties.

2. A delivery item will be considered defective if it

- does not comply with the specifications and drawings,
- otherwise does not have the respective agreed quality or does not comply with other agreed regulations,
- does not correspond to the samples provided by the Supplier,
- is not free from design, manufacturing and instruction defects,
- is not developed and manufactured in accordance with the latest state of the art in technology,
- does not comply with all applicable statutory requirements,
- breaches the rights of third parties or
- (where the Supplier has not developed or manufactured in accordance with HUHN's express specifications) is not suitable for the use envisaged by HUHN (where this is known to the Supplier).

3. In the case of a defective delivery, the Supplier must first be given the opportunity to provide subsequent performance, i.e. HUHN will be free to choose rectification of the defect or delivery of a new item (replacement part). In both cases, the Supplier will bear all costs incurred by it or HUHN as a result, e.g. transport costs and the costs of labour and materials, the costs of dismantling and installation or the costs for an incoming goods inspection which exceeds the usual scope. In the event of subsequent delivery, the Supplier must take back the defective products at its own cost.

4. In urgent cases, in particular to avert acute risks or to prevent major damage, if it is no longer possible or economically reasonable to inform the Supplier of the defect and to set it a deadline, even a short one, to remedy the defect, HUHN may remedy the defect itself or have it remedied by a third party at the Supplier's expense.

5. The Supplier will bear any losses, costs and expenses incurred due to the delivery of defective delivery items on the basis of the individual transaction and calculated on basis of the expenses incurred. If the Supplier is liable to HUHN, the losses, costs and expenses to be compensated must, however, be reasonable, taking into account the peculiarities of the industry. Furthermore, HUHN will have a duty to mitigate the damage to a reasonable extent and any contributory negligence on the part of HUHN must always be taken into account to reduce the claim in the Supplier's favour.

6. Claims for defects do not arise if the defect is due to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling and natural wear and tear as well as interventions in the delivery item by HUHN or third parties.

7. Claims arising from liability for defects become statute-barred 36 months after delivery, unless otherwise agreed for a specific product or project.

8. To suspend the limitation period, it is sufficient for a defect to be notified within the warranty period.

9. If a claim is made against HUHN on the basis of product liability, liability for material defects or legal defects, the Supplier will have a duty to indemnify HUHN against such claims and the resulting expenses and losses only to the extent that the product defect or defect was caused by the Supplier.

10. For measures taken by HUHN to avert damage (e.g. recall actions, customer service measures), the Supplier will only be liable for the expenses and losses incurred as a result insofar as these measures are based on the defectiveness of the delivery items or another breach of duty by the Supplier.

XI. Property rights

1. The Supplier will be liable for claims arising from the infringement of property rights and applications for property rights (property rights) during contractual use of the delivery items, where at least one of the property rights from the family of property rights is published either in the Supplier's home country, by the European Patent Office or in one of the states of the Federal Republic of Germany, France, Great Britain, Austria or the USA.

2. The Supplier will indemnify HUHN and its customers against all claims arising from the use of such property rights.

3. This does not apply to the extent that the Supplier has manufactured the delivery items in accordance with drawings, models or other equivalent descriptions or information provided by HUHN and does not know or, in connection with the products developed by it, cannot be expected to know that property rights are thereby infringed.

4. HUHN and the Supplier undertake to inform one another without undue delay of any risks of infringement and alleged cases of infringement that become known to them and to give one another the opportunity to take joint action against corresponding claims.

5. Upon HUHN's request, the Supplier will inform HUHN of the use of published and unpublished proprietary and licensed property rights and applications for property rights in the delivery item.

XII. Retention of title, tools

1. Delivered products will become the property of HUHN at the time of full payment at the latest. Any longer or extended retention of title by the Supplier requires a separate written agreement.

2. For the purposes of these terms and conditions, tools are means of production as described in the respective tool order, including accessories, apparatus, goods carriers, measuring equipment, records and design documents.

3. Details of the tools, including the terms of payment, will be agreed in the tool order. Tool orders will become binding if the Supplier confirms these, starts the corresponding work after receipt of the tool order or does not object to the tool order in writing within two weeks after receipt.

4. Unless otherwise agreed, the (total) remuneration for the respective tool will be due after release with grade 1 (one) of the initial sample inspection report.

5. At the latest at the time of the first handover of the respective tool, which in the view of the Supplier is finished, to HUHN or upon full payment of the remuneration, whichever occurs first, full ownership of the respective tool will be transferred to HUHN without encumbrances. Should HUHN, on the basis of a payment plan agreed with the Supplier, pay the remuneration for the respective tool on a pro rata basis, ownership will pass to HUHN at least in the amount of a fraction corresponding to the ratio between the part of the remuneration paid and the total remuneration in such a way that HUHN becomes co-owner. Until partial or full payment of the remuneration and transfer of ownership of the respective tool to HUHN, the Supplier will transfer to HUHN the ownership for the purpose of security in the respective tool to secure HUHN's claims. The Supplier will confirm HUHN's ownership or co-ownership in writing (e.g. by means of an inventory list) at HUHN's request.

6. The Supplier will have a duty to maintain the tools in a usable condition at its own cost, in particular to handle and store them properly and professionally and to ensure that maintenance, servicing and necessary repairs are undertaken. If a certain output quantity (e.g. number of shots) has been agreed, this will only apply until the agreed output quantity has been reached.

7. The Supplier must insure the tools at their replacement value within the scope of an all-risk property insurance policy against destruction and damage. In particular, the risks of fire, lightning, explosion, storm, mains water, flood, theft and sprinkler leakage must be insured.

8. The Supplier must return the tools to HUHN or scrap them after the end of the contract and upon a written request from HUHN. The Supplier must store the tools free of charge until they are handed over or scrapped. Scrapping or another form of disposal of the tools may only take place with HUHN's prior written consent.

9. Tools owned or co-owned by HUHN may only be used to meet the Supplier's obligations to HUHN.

XIII. Order development

If the Supplier carries out development work for HUHN for production material or tools, the costs of which are reimbursed by HUHN either separately and/or through the prices to be paid for the products (contract development), the following applies:

1. The Supplier will produce a development result which is free from property rights of third parties.

2. If the work results are protected by industrial property rights such as, in particular, patents, utility models or copyrights of the Supplier, the Supplier will grant HUHN the non-exclusive, free of charge, irrevocable, sub-licensable, transferable right, unlimited in terms of time, place and content, to use and exploit these work results in any way free of charge. If work results are created in the form of software, the rights of use and exploitation are not limited to the object code. HUHN has a right to be provided with the source code and the documentation.

XIV. Supply of spare parts

1. The Supplier undertakes to guarantee the supply of spare parts for the intended service life of the end products for which the products are to be used. The minimum period is 10 years after the end of series production of the products. In good time before expiry of the minimum period, the Supplier will give HUHN the opportunity to make a final order for an all-time requirement.

2. The prices for spare parts after the end of the series production of the products will correspond to the last applicable series price plus the additional costs proven by the Supplier, such as increased set-up, packaging or transportation costs (list not exhaustive).

XV. Termination of supply contracts

1. HUHN may terminate contracts that provide for multiple or longer-term purchases of products in writing observing a notice period of at least six months. The Supplier's claims arising from binding production and material release periods will not be restricted by this.

2. The right of both parties to terminate supply relationships without notice for good cause on the basis of the statutory provisions or other agreements remains unaffected.

XVI. Information and cyber security

The Supplier has a duty to implement and maintain appropriate state-of-the-art technical and organisational protective measures to ensure that HUHN's information or data or data transmitted to HUHN are properly secured.

XVII. Sub-suppliers, sub-contractors

1. Unless otherwise agreed in writing, the Supplier will place obligations which correspond to those arising from duties arising from the delivery and service relationships with HUHN on all of its sub-suppliers or sub-contractors.

2. Unless otherwise agreed in writing, sub-suppliers or sub-contractors of the Supplier will be deemed to be the Supplier's vicarious agents and the Supplier will assume the same responsibility for their actions or omissions as for its own actions or omissions.

XVIII. General provisions, applicable law, place of jurisdiction

1. Where the written form is required in these terms and conditions, this will also be deemed to be complied with by way of the text form (e.g. email).
2. Should individual provisions of these terms and conditions be or become invalid in their entirety or in part, this will not affect the validity of the remaining provisions of these terms and conditions. The parties will replace the invalid provision with a valid or enforceable provision which reflects, as closely as possible, the economic purpose of the original provision. This applies accordingly to lacunae.
3. These terms and conditions and the delivery and service relationships between HUHNS and the Supplier as well as disputes in connection with these or their implementation are exclusively governed by German law, excluding conflict of laws provisions and excluding the Vienna UN Convention on the International Sale of Goods/CISG.
4. The local place of jurisdiction for disputes arising from/in connection with these terms and conditions and the delivery and service relationships between HUHNS and the Supplier is HUHNS's registered office, unless and to the extent that something else is prescribed by law or agreed between the parties and takes precedence.
5. Deviating from the above provisions, both parties are optionally entitled to bring claims against the other party at the other party's respective registered office.