

1. Purview

- 1.1 All deliveries, services and quotes from the supplier as well as all requests and orders from SYMANZIK GmbH & Co. KG (hereafter SYMANZIK) are rendered solely on the basis of these general terms of purchase. These general terms of purchase are a component of all contracts that SYMANZIK settles with the supplier concerning the quoted deliveries or services. These general terms of purchase also apply to all future deliveries, services or quotes from the supplier as well as all future requests and orders from SYMANZIK, even if these terms are not explicitly referred to on an individual basis.
- 1.2 Contradictory or deviating general terms and conditions of the supplier or third parties will be rejected and will also not become a contract component if SYMANZIK does not explicitly reject their applicability on an individual basis. This especially applies to the implicit acceptance of deliveries from the supplier as well as for references in writing, e-mails and other communications (e.g. counter-confirmation) by the supplier that contain or refer to general terms and conditions of the supplier or a third party.

2. Sustainability, Code of Conduct

- 2.1 SYMANZIK feels obligated to the guidelines of the United Nations (UN) Global Compact for the protection of human rights, adherence to labour standards, environmental protection, and combating corruption, and thus expects all suppliers to adhere to these principles as well. The supplier thus assures that they are neither actively nor passively, neither directly nor indirectly, through actions or negligence, involved in any form of corruption, violation of human rights, discrimination against their employees, and/or forced labour or child labour.
- 2.2 The supplier is thus obligated to adhere to the applicable competition and cartel laws.
- 2.3 The supplier is also obligated to disclose to SYMANZIK the origin of any conflict materials in accordance with section 1502 of the "Dodd-Frank Wall Street Reform and Consumer Protection Act" in the form of impeccable documentation.
- 2.4 The supplier ensures that all of their employees or subcontractors adhere to the regulations in this item 2.

3. Orders, Contract Finalisation, Delivery Schedules, Changes, Terms

- 3.1 All requests from SYMANZIK to the supplier are non-binding. Orders, delivery schedules, the finalisation of contracts and other agreements, as well as changes and amendments to these require written form in order to be valid. Written form includes e-mail and fax, except in the case of the cancellation of contracts.
- 3.2 The supplier is obligated to immediately confirm in writing the receipt of every order from SYMANZIK, no later than 3 business days, or to render the delivery or service in this time. Upon expiration of this term SYMANZIK is authorised to cancel the order. In the event of cancellation the supplier has no claims against SYMANZIK. Acts of fulfilment beyond the 3-day term only count as acceptance if SYMANZIK has been informed of said actions in writing before notification of cancellation has been sent.
- 3.3 SYMANZIK may request changes to the contract item, e.g. in construction and design, from the supplier. The effects, especially with regard to additional and reduced expenses and delivery deadlines, must be mutually and reasonably agreed upon.

4. Prices, Transfer of Risk, Delivery

- 4.1 All prices are fixed and are subject to VAT.
- 4.2 All additional delivery expenses, e.g. for packaging, transport, customs, expenditures and insurance, as well as all accrued disposal costs, especially for disposable packaging, are borne by the supplier, unless otherwise agreed on a case-by-case basis. The supplier is obligated to itemise and list all additional delivery and disposal expenses individually in their quote.
- 4.3 The version of ICC-Incoterms® valid during finalisation of the contract is agreed upon. Deliveries by the supplier within the European Union as well as into and from other countries around the world are rendered solely through CIP Osnabrück, unless otherwise agreed on a case-by-case basis in writing.

5. Invoices and Supplier Declarations

- 5.1 The supplier's invoice must be sent to invoice@symanzik.de. Invoices via post are also accepted. The supplier's invoice must contain the corresponding delivery slip, the supplier number, the date, the order number, and the mandatory VAT information. Mandatory VAT information includes the quantity and customary description of the items delivered or information on the type and scope of the service, the respective compensation, itemised separately by gross and net amounts, tax rates and individual tax exemptions, and especially the name and address of the supplier and SYMANZIK, a consecutive invoice number of the supplier and their tax number from the tax office, and (for international deliveries and services within the European Union) the VAT identification numbers of the supplier and SYMANZIK.
- 5.2 At SYMANZIK's request the supplier is obligated to issue a supplier declaration or long-term supplier declaration as per the valid EC Regulation 1207/2001, or in accordance with later corresponding subsequent/replacement regulations before delivery of the item of contract.
- 5.3 Payments by SYMANZIK are rendered solely after the service period and receipt of a proper, auditable invoice, as well as (upon request) after receipt of a proper supplier declaration or long-term supplier declaration as per EC Regulation 1207/2001 (mutatis mutandis) by SYMANZIK.

6. Payments, Rights of Offsetting and Retention of SYMANZIK, Withdrawal by the Supplier and Global Securities

- 6.1 Payments from SYMANZIK are exclusively non-cash, with reservations for invoice assessment and assessment of submitted supplier declarations or long-term supplier declarations as per EC Regulation 1207/2001 (mutatis mutandis), and rendered to the bank account specified by the supplier in the invoice with the payment deadline 14 days 2 %, 30 days net.
- 6.2 Payment by SYMANZIK does not constitute acceptance of the delivery or consideration of the service as properly fulfilled.

- 6.3 The acceptance of premature deliveries and premature services does not affect the originally agreed terms and deadlines, especially those concerning due dates. SYMANZIK is not obligated, but is authorised, to accept premature deliveries and services.
- 6.4 SYMANZIK is granted the legal rights of offsetting and retention. SYMANZIK is thus authorised to retain proportional amounts of payments in the event of defective delivery or service until such delivery or service has been properly rendered.
- 6.5 Without prior written consent from SYMANZIK the supplier is not authorised to completely or partially relinquish their claims and demands toward SYMANZIK, with the exception of money demands, nor to transfer or assert them through third parties. SYMANZIK is authorised, with the effect of relief, to continue paying the supplier if the supplier relinquishes their claims and demands toward SYMANZIK without SYMANZIK's consent. The consent for relinquishment has been granted when the supplier's delivery is subject to an extended retention of title and a written agreement has been settled between SYMANZIK and the supplier as per item 16 of these general terms of purchase.
- 6.6 Upon issuing their quote the supplier is already obligated to refer SYMANZIK to current global securities in writing (assignments of security and blanket/global assignment of receivables, especially with credit institutions). Future global securities, and the change or suspension thereof, must immediately be reported to SYMANZIK in writing. The supplier is obligated to suspend or remove these global securities and/or the risk of conflict of security rights/security media at their own expense and at any time at SYMANZIK's behest through contractual and material declaration of release by the third party, in writing, to the benefit of SYMANZIK, and to immediately submit the original declaration of release to SYMANZIK.

7. Delivery Deadlines, Delivery Delay

- 7.1 The dimensions, quantities, weights, deadlines and terms stated in the order or the delivery schedule are binding and are based on receipt of the product at the location specified in a delivery schedule or the order, regardless of the agreed ICC-Incoterms® and unless otherwise agreed in writing.
- 7.2 SYMANZIK is authorised to reject excess quantities and to return them at the supplier's expense.
- 7.3 Delivery delays of which the supplier becomes aware must immediately be reported to SYMANZIK in writing, along with the reasons and foreseeable duration of the delay.
- 7.4 In the event of non-adherence to agreed deadlines and terms, the supplier is obligated to compensate for the delay damages if and to the extent that the supplier is responsible for said delay.
- 7.5 SYMANZIK is authorised to assert its additional processing expenses exceeding the normal parameters, amounting to fifty (50.00) EUR plus VAT per case of damage.
- 7.6 The reimbursable damages especially include all charges received by SYMANZIK from its customers.
- 7.7 With regard to preceding items 7.5 and 7.6, the supplier is expressly free to verify that SYMANZIK incurred no damages or less damages, or that damages under normal circumstances exceed the expected damages.
- 7.8 In the event of a delivery delay and after fruitless expiration of the reasonable term set for the supplier under the circumstances, SYMANZIK is authorised to request damages instead of the service and to withdraw from the order. In the event of repeated default, SYMANZIK is authorised after prior admonishment of the supplier to cancel all deliveries and services not yet rendered by this time with immediate effect.
- 7.9 The implicit acceptance of the delivered items or other services by SYMANZIK does not constitute an abstention from any rights of SYMANZIK due to exceedance of the delivery/service period.

8. Non-Culpable Delay, Force Majeure

- 8.1 A non-culpable delay relieves the contract parties of the service obligations for the duration of the disruption and to the extent of the disruption's effects, without obligating the other party to pay damages. A non-culpable delay is defined as a circumstance outside of the delayed contract party's reasonable sphere of influence. This primarily includes force majeure, actions by enemies of the state, federal restrictions and official measures (e.g. bans and allocation), embargos, fire, floods, epidemics, unusual severe weather, earthquake, energy supply problems, labour conflicts (caused by or with participation from employees or suppliers of the delayed party). If the disruption lasts longer than one (1) month, the contract parties will adjust the mutual obligations to the changed circumstances in good faith.
- 8.2 Should one contract party learn of a circumstance that does or may result in a non-culpable delay, they must immediately inform the other party of this and strive to mitigate any potential consequences. The contract parties are always obligated to provide the available information of such circumstances as well as any coverage and emergency plans to the other party upon request.
- 8.3 The supplier will immediately inform SYMANZIK of all current or potential labour conflicts that do or may delay on-time rendering of the delivery or service.

9. Disclosure of Information and Materials

- 9.1 The supplier is obligated to treat all information and materials of which they become aware or which are provided by SYMANZIK directly or indirectly in relation to orders from SYMANZIK or the rendering of services and deliveries for SYMANZIK (means of production, especially tools; illustrations, CAD data, models, documentation, software, etc.) with strict confidentiality. These may neither be provided to nor made accessible to third parties, and all reasonable precautions must be taken to prevent third-party access to this information.
- 9.2 All of these materials and information are solely provided to the supplier for objective purposes in order to determine if and under what conditions a business and/or delivery relationship with SYMANZIK is possible, if and under which conditions an existing business and/or delivery relationship with SYMANZIK can be improved, and in order to fulfil finalised contracts with SYMANZIK and/or to assert claims from them. Usage for any other purpose requires prior written consent from SYMANZIK. In particular, information and items may neither be used by the supplier for purposes other than the intended purpose, nor be offered and/or delivered to third parties, unless SYMANZIK has explicitly agreed in writing beforehand.
- 9.3 The confidentiality obligation pertains to all information that the business partner or one of their employees has acquired or will acquire in relation to the respective project, in particular know-how and results achieved or that will be used in relation to this project, the description of the project, the predicted schedules, goals and ideas for the execution of the project, other not publicly available information about SYMANZIK that the business partner acquires in relation to the project.

- 9.4 The confidentiality obligation as per this contract applies to all employees and staff of the business partner without consideration of the type and legal form of cooperation. The business partner is obligated to enforce corresponding confidentiality obligations upon these groups of people, provided this has not already occurred.
- 9.5 The special terms of any confidentiality agreement settled between SYMANZIK and the supplier take priority of the preceding terms in this item 9.

10. Delivery Coverage

- 10.1 Any change to agreed contractual products (e.g. in the primary material of the material composition or contents, surface consistency, shape, colour, etc.) and/or to the agreed services, in particular the delivery of changed products, requires prior written consent from SYMANZIK. The costs of a new initial sampling must be borne by the supplier, if the reason or initiative for the change stems from the supplier, otherwise SYMANZIK bears these expenses. This regulation applies accordingly to product relocation and all changes to the supplier's manufacturing process.
- 10.2 If the contractual items are specially designed contractual items specifically for SYMANZIK (e.g. finished and interim products, tools) and SYMANZIK has been directly or indirectly involved in the expenses for the development and/or tools, the supplier is obligated to supply SYMANZIK with the contractual items as needed and to accept orders from SYMANZIK provided SYMANZIK requires the contractual items.
- 10.3 The supplier is obligated to deliver the contractual items, in particular replacement parts, to SYMANZIK for a period of at least fifteen (15) years after the end of vehicle series production (EOP). If it becomes apparent to the supplier at any time that they will no longer be able to deliver, they are obligated to immediately inform SYMANZIK of the impossibility of delivery and to grant them the opportunity to acquire an all-time need at the last agreed prices.
- 10.4 All information and materials, in particular product-specific tools and manufacturing installations, illustrations, CAD data, models, documentation, and software may only be destroyed or disposed of by the supplier with prior written consent from SYMANZIK, regardless of ownership.

11. Quality Assurance

- 11.1 The supplier is obligated to render their services and deliveries in accordance with a quality management system as per the requirements of ISO/TS 16949, but at least DIN EN ISO 9001, the application of which is explicitly agreed upon, and to constantly update this system in accordance with scientific and technological progress. The supplier must verify certification of this upon commencement of the business and delivery relationship by submitting the valid certificate from an accredited certification company. SYMANZIK is authorised throughout the business and delivery relationship to request an updated version of the valid certificate from the supplier at any time.
- 11.2 The supplier is obligated to constantly monitor and document their entire production process and the quality of their deliveries and services. To this end they pay special mind to the avoidance of errors. Furthermore, the supplier must ensure that their deliveries and services are impeccable, and especially that they comply with the agreed specifications, defective deliveries (contractual products, tools, etc.) and defective services (construction services, etc.) are securely and quickly identified and eliminated from further processing, delivery or usage. We require crucial characteristics not stated in the specifications, such as undamaged, clean and free of external, foreign parts.
- 11.3 Removals from storage, deliveries, and the processing of goods occur solely based on the FIFO principle.
- 11.4 The supplier is obligated, as per their effectively integrated quality management system, to conduct an outgoing goods inspection in order to constantly ensure the impeccability of their contractual products or contractual products delivered in their order.
- 11.5 The supplier is obligated to ensure traceability of the delivered part down to the primary material. It can thus always be verified which batches sent to us may have been affected by a potential defect in the primary material.
- 11.6 Unless otherwise agreed, the quality-based documentation concerning the specifications, production or inspection must be archived for at least 15 years and submitted to SYMANZIK upon request.
- 11.7 The special terms of the quality assurance agreement settled between SYMANZIK and the supplier supplement the preceding terms of this item 11.

12. Liability for Defects, Warranty, Withdrawal

- 12.1 The supplier ensures that the deliveries and services are impeccable at the time of transfer of risk or the time of the rendering of the service, and are thus of the agreed quality (specifications), generally including the purpose, i.e. the function of the deliveries and services including in interfaces to other deliveries and services, that they exhibit the assured characteristics, and that they comply with the state of science and technology and the legal and official security and environmental requirements, standards and provisions of the countries in which the deliveries and services, especially as products or vehicles with the products, are sold or used, including EU, EFTA and NAFTA (USA, Canada, Mexico).
- 12.2 In the event of defective delivery SYMANZIK is authorised, at its discretion, to request remedy or replacement by the supplier. The place of fulfilment for remedy is the location of SYMANZIK. If the delivery items or services were delivered or rendered at another location other than that of SYMANZIK and the supplier was aware of this, the place of fulfilment for remedy is either the location of SYMANZIK or another location, to be determined by SYMANZIK.
- 12.3 If additional costs arise in relation to remedying at the location of SYMANZIK, these additional costs must be borne by the supplier. The supplier is expressly free to verify that SYMANZIK incurred no damages or less damages, or that damages under normal circumstances exceed the expected damages.
- 12.4 In the event of a culpable obligation violation concerning the delivery of defective goods (e.g. violation of a clarification, consultation or inspection obligation), SYMANZIK may request compensation from the supplier for the resulting damages.
- 12.5 If the same product is repeatedly delivered in a defective state or if the remedying is unsuccessful, SYMANZIK is authorised to withdraw, after written admonishment of the supplier, upon repeated defective delivery/defective remedying including for the scope of delivery not yet fulfilled by this time.
- 12.6 SYMANZIK is authorised to sort out and return or dispose of defective contractual items following prior coordination with the supplier at the supplier's expense.

- 12.7 Should the supplier not immediately fulfil SYMANZIK's requests for remedy or replacement, or if the supplier cannot render such supplementary performance, SYMANZIK may withdraw from the order and return the good(s) at the risk and expense of the supplier.
- 12.8 SYMANZIK is authorised to remove the defects to the necessary extent at the supplier's expense, if there is imminent danger or in case of other urgent necessity.
- 12.9 The right to damage compensation, especially to damage compensation in place of service as well as to compensation for any financial detriments, e.g. production outage at SYMANZIK, remains expressly reserved.
- 12.10 If a defect is discovered only after further processing of the contractual items, the supplier is obligated to bear all expenses related to replacement or remedy of the defective contractual items, especially inspection, transportation, labour, material, and installation and disassembly expenses. These also include the expenses of necessary exchange or remedy of products into which SYMANZIK has installed defective contractual items from the supplier, in particular inspection, transportation, labour, material, and installation and disassembly expenses as well as expenses for handling and warranty execution (additional material costs) of SYMANZIK's customer. The supplier is expressly free to verify that SYMANZIK incurred no damages or less damages, or that damages under normal circumstances exceed the expected damages.
- 12.11 If the replacement of an entire series of contractual items or SYMANZIK products in which the supplier's contractual items are installed (serial damage) is necessary in the event of a serial defect, such as due to defect analysis being uneconomical, impossible or infeasible in an individual instance, the supplier shall compensate the aforementioned expenses including with regard to the part of the affected series that does not technically exhibit a defect. The supplier is expressly free to verify that SYMANZIK incurred no damages or less damages, or that damages under normal circumstances exceed the expected damages.
- 12.12 Claims for liability for defects lapse within sixty (60) months from the date of initial approval of the vehicle or transfer of the vehicle to the end customer or replacement part installation (whichever occurs first) for contractual items used or installed in vehicles, or for contractual products intended for delivery or usage in North America (USA, Canada, Puerto Rico); thirty-six (36) months from the date of initial approval of the vehicle or transfer of the vehicle to the end customer or replacement part installation (whichever occurs first) for contractual items intended for delivery or usage outside of North America.
- 12.13 Should the automobile manufacturer grant the customer a longer term for the assertion and removal of defects in addition to or in accordance with the legal regulations in the country in which the vehicle or replacement part is being sold, the supplier is obligated to grant SYMANZIK a longer term, regardless of the legal reason for a longer term, that corresponds with the term provided by the automobile manufacturer in the respective country. SYMANZIK will inform the supplier of the terms provided by the automobile manufacturer upon request.
- 12.14 The lapse periods specified in items 12.12 and 12.13 above restart after complete removal of defects or delivery of replacement parts for the affected part of the delivery or service.

13. Product Liability

- 13.1 The supplier is responsible for all claims asserted by third parties for personal and/or material damages attributed to a defective product delivered by the supplier.
- 13.2 Provided the supplier is responsible for product damages, they are obligated to relieve SYMANZIK from third-party claims immediately upon request. This also applies to claims for the violation of official security regulations and foreign product liability regulations.
- 13.3 The supplier is obligated to reimburse SYMANZIK for all expenses stemming from or in relation to damage prevention measures by SYMANZIK and/or SYMANZIK's customers (e.g. for purposes of a recall) or for preventative customer measures. If possible and feasible, SYMANZIK will inform the supplier of the content and scope of the measures to be taken, and give them the opportunity to express their opinion. Otherwise the legal claims apply.
- 13.4 The supplier is obligated to acquire product liability insurance and extended product liability insurance, including vehicle recall expense coverage, with a respective coverage sum of at least 5 million EUR. The supplier must verify this insurance coverage upon request.

14. Dangers for Humans and the Environment

- 14.1 When delivering products that can harm humans and the environment, the supplier is obligated to provide SYMANZIK with an EU safety data sheet as per Article 31 in conjunction with Appendix II of the EC Regulation No. 1907/2006 (REACH). If these regulations do not stipulate the provision of a safety data sheet, the supplier's information obligations are based on Articles 32 and 33 of REACH. SYMANZIK is obligated to disclose information as per Article 34 et seqq. of REACH. The supplier is obligated to notify SYMANZIK in writing of the delivery of contractual products that release hazardous substances when handled properly.
- 14.2 Contractual products must fulfil the requirements of the current version of the EU Directive from 18 September 2000 concerning old vehicles (2000/53/EC), unless agents and components are excluded from the prohibition on certain contents (heavy metals) as per Appendix II of the EU Directive.
- 14.3 This especially applies to all regulations, directives or laws that will replace or supersede the EU Directive from 18 September 2000 concerning old vehicles (2000/53/EC) or EC Regulation No. 1907/2006 (REACH) in the future.
- 14.4 Stricter requirements or regulations, especially in countries outside of the European Union, must be followed by the supplier and are not affected by this item 14, nor hereby restricted or shortened in any manner.

15. Intellectual Property Rights

- 15.1 The supplier assures that no third-party intellectual property rights domestically and abroad, especially no patents, licences, brands, flavour patterns, usage patterns, copyrights and other expertise, will be violated by the usage of the delivered item.
- 15.2 If SYMANZIK faces an intellectual property right violation claim as per item 15.1, the supplier is obligated to relieve SYMANZIK from these claims immediately upon request. The supplier's relief obligation applies to all expenses accrued by SYMANZIK from or in relation to the third-party assertion. These especially include the costs of legal representation.
- 15.3 The supplier's relief obligation does not apply if the supplier has produced and delivered the contractual items at the urgent instruction of SYMANZIK. If the supplier is not liable, SYMANZIK shall relieve the supplier from all third-party claims of the violation of intellectual property rights.

- 15.4 Legal claims of SYMANZIK against the supplier remain unaffected.
- 15.5 The lapse period of claims due to violation of intellectual property rights amounts to ten (10) years after delivery of the contractual item to SYMANZIK.
- 15.6 The supplier is obligated to disclose to SYMANZIK in writing the usage of published and unpublished private or and/or licensed or sub-licensed intellectual property rights in the contractual item.
- 15.7 If inventions and the associated intellectual property or copyrights of the supplier were verifiably in place before the beginning of the business and delivery relationship with SYMANZIK ("old intellectual property rights"), or arise outside of the business and delivery relationship with SYMANZIK ("external new intellectual property rights") and are incorporated into the development of the contractual item, the supplier remains the owner of these intellectual property and copyrights. The supplier declares their willingness to grant SYMANZIK a non-exclusive, free, temporally/physically/contentually unlimited and transferrable usage right to these old intellectual property rights and external new intellectual property rights.
- 15.8 The special terms of the development contract settled between SYMANZIK and the supplier apply to usage rights to the deliverables from the development of the contractual item.
- 16. Retention of Title and Provisions**
- 16.1 SYMANZIK recognises the supplier's single retention of title. Any extended or expanded retention of title by the supplier is ruled out, unless otherwise agreed in writing on a case-by-case basis. However, SYMANZIK is authorised to resell, process, associate or combine the contract item in its normal course of business.
- 16.2 Materials and parts provided for the deliveries and services by the supplier remain the property of SYMANZIK. The altering, processing or restructuring of the provisions by the supplier are always performed on behalf of and at the order of SYMANZIK. If the retained good is processed by the supplier with other items not belonging to SYMANZIK, SYMANZIK acquires co-ownership of the new item proportional to the value of the item. This also applies in the event of mixing. If said mixture of items is performed in such a way that the supplier's item is considered the primary item, it is agreed that the supplier will transfer proportional co-ownership thereof to SYMANZIK; the supplier retains general ownership or ownership free of charge for SYMANZIK with the proper care.
- 17. Rights of Offsetting and Retention of the Supplier**
- 17.1 Any right of offsetting and retention of the supplier is ruled out, unless the counterclaims of the supplier are legally or amicably determined. Furthermore, the supplier only has a right of retention if the claim stems from the same contract relationship.
- 18. Other Provisions**
- 18.1 Verbal collateral agreements, deviations from these general terms of purchase, and amendments to or the exclusion of these general terms of purchase require written form in order to be valid.
- 18.2 Should a term of these general terms of purchase be or become completely or partially ineffective or infeasible, the effectiveness of the remaining terms of these general terms of purchase remains unaffected. This also applies in the event that these general terms or purchase contain unintended gaps. SYMANZIK and the supplier shall replace the ineffective, infeasible or missing term with an effective and feasible term that the parties would have agreed upon in accordance with the purpose of the contract if they had been aware of the ineffectiveness, infeasibility or lacking of the respective term when finalising the contract. The parties are obligated to confirm the effective and feasible term in writing.
- 19. Applicable Law, Arbitration Agreement**
- 19.1 Solely the laws of the Federal Republic of Germany apply, with explicit exclusion of national conflict of laws and the terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 19.2 §§ 305 to 310 German Civil Code do not apply.