

# NEVEON

The Future of Foam

## General Terms and Conditions of Purchase

(dated 01 February 2022; Doc.ID: F-SCM-R-USA-030)

### 1 GENERAL PROVISIONS

- 1.1 The "Client" (purchaser) is either NEVEON Holding GmbH or an Affiliated Company (as defined below) of NEVEON Holding GmbH that is named in a purchase order (each, a "Purchase Order") with the respective Provider (as defined below) on the basis of the applicable Purchase Order.
- 1.2 The "Provider" is the manufacturer, supplier, distributor, or service provider named in the applicable Purchase Order received from the Client.
- 1.3 An "Affiliated Company" is any legally independent company in which NEVEON Holding GmbH holds any direct or indirect ownership interest including, without limitation, any subsidiaries, sister companies, sub-subsidiaries, and any other company in which NEVEON Holding GmbH owns a minority or majority interest.
- 1.4 "Delivery Items" are the goods and/or services to be delivered or provided by the Provider in the applicable Purchase Order received from the Client.
- 1.5 Except as otherwise expressly agreed to in a written contract between the Client and the Provider related to any Purchase Order(s) or otherwise expressly agreed to in writing by an authorized person in the Client's Purchasing Department, these General Terms and Conditions of Purchase (the "Terms and Conditions") shall exclusively govern the relationship between the Provider and the Client regarding each Purchase Order. The Client hereby expressly rejects any terms and conditions contained in any order confirmations or any other document or statements which attempt to modify these Terms and Conditions in any manner or which add any terms and conditions not included in these Terms and Conditions and any such modified or added terms and conditions shall be deemed rejected by Client, unless specifically accepted in writing by an authorized person in the Client's Purchasing Department, even if no direct objection to such terms and conditions has been raised by the Client.

All Purchase Orders, delivery schedules, delivery contracts, and any amendments or supplements to these shall only be legally binding on the Client if they have been issued or specifically agreed to in writing by an authorized person in the Client's Purchasing Department.
- 1.6 These Terms and Conditions shall be deemed to have been accepted by the Provider upon acceptance of a Purchase Order or upon commencement of performance by the Provider under a Purchase Order.
- 1.7 These Terms and Conditions also expressly apply to any future business transactions between the Client and the Provider, even if no specific reference is made to these Terms and Conditions in the individual case, unless otherwise agreed to in writing. Any exceptional agreements (amendments, supplements) deviating from the Terms and Conditions shall only apply to the specific transaction for which they have been confirmed in writing by an authorized person in the Client's Purchasing Department.
- 1.8 The Terms and Conditions shall also apply if the Provider installs or assembles Delivery Items on behalf of the Client.

### 2 PLACING ORDERS, CONCLUSION OF THE CONTRACT

- 2.1 The contractual relationship between the Client and Provider, as governed by these Terms and Conditions, shall become legally binding upon the Provider's acceptance of a Purchase Order or upon Provider's commencement of performance under a Purchase Order, which shall also be deemed an acceptance of the Purchase Order.
- 2.2 If the Provider does not accept the order in writing within two weeks, the Client may revoke it, by providing written notice to the Provider. Delivery schedules contained in or related to any Purchase Order shall become binding if the Provider does not object to same in writing within two weeks, however, three days for the Business Unit Mobility, after receiving the delivery schedule or the Purchase Order.
- 2.3 The commercial basis of the Contract is to secure the Provider's competitiveness in terms of price, quality, innovativeness, and security of supply.
- 2.4 Delivery contracts are also deemed to have been effectively concluded if the Provider has begun to deliver the Delivery Items under a Purchase Order.

- 2.5 Any offers made by the Provider (including project costs) shall be free of charge for the Client and shall be construed exclusively as an invitation to enter into a contract (order).
- 2.6 When submitting an offer, the Provider must adhere precisely to the quantity and quality of the goods and/or services to be provided and to any technical design details and/or performance details and instructions requested by the Client. For goods charged by weight, pricing shall be based on net weight without any packaging or packaging aids (including, without limitation, mesh boxes, pallets, sleeves, etc.).
- 2.7 Cost estimates shall be binding on the Provider and are to be provided free of charge unless expressly agreed otherwise in writing.
- 2.8 Purchase Orders, transactions and delivery schedules issued by means of a signature-less Purchase Order generated automatically from an electronic system and quoting an order number, amendments and supplements to any such Purchase Orders, and amendments to any underlying Contract, including these Terms and Conditions and this provision, are not legally effective unless in writing. This also applies to any termination.
- 2.9 Verbal agreements of any kind including, without limitation, subsequent amendments and supplements to the Terms and Conditions and this written form clause must be confirmed in writing by the Client in order to be legally effective.
- 2.10 The written form requirement may also be satisfied by electronic transmission (email) or telefax. For the purposes of these Terms and Conditions, the written form ("in writing") requirement is met if (i) the document is signed by hand or (ii) the provisions of an existing EDI contract are met, or (iii) a document is signed by hand, scanned and sent by email, or (iv) an electronically signed document (Signature as defined in Article 26 of Regulation (EU) No 910/2014 (eIDAS Regulation)) is sent by email, or (v) the provisions of the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") a federal law adopted in the US, are met.
- 2.11 Prices on Purchase Orders placed by the Client are deemed to be agreed to and binding and may not be changed in any way in subsequent documents (including but not limited to order confirmations, invoices). If the Client's Purchase Order does not include any information on prices or only provides indicative prices, the Provider must add binding prices in the order confirmation; provided, however, the prices included in any order confirmation must be approved in writing by the Client before they are binding upon the Client.
- 2.12 If the order confirmation deviates from the content of the Client's Purchase Order in any way, this must be expressly indicated and the Client's express written consent to such deviation must be obtained before such deviation is binding upon the Client. The Client may revoke any Purchase Order it has placed until receipt of a written order confirmation. The Client reserves the right to revoke any Purchase Order in any case if the Purchase Order is not accepted by mutual agreement within 14 days.
- 2.13 The Provider must include the Client's Purchase Order number, the date of the Client's Purchase Order, the item number and all other data used by the Client for the purpose of labelling and clearly identifying the Purchase Order on all documents addressed to the Client including, without limitation, order confirmations, dispatch notes, delivery notes and invoices. For any call orders, the Provider shall also note the respective dates of the call orders concerned, and all call orders shall be governed by these Terms and Conditions.

### 3 PRICES, TERMS OF PAYMENT AND INVOICING

- 3.1 The total price of the Delivery Item(s) (the "Price(s)") shall be as set out in the Purchase Order. The Price(s) stated in the Client's Purchase Order or agreed to between the Client and Provider in writing are fixed prices. No changes may be made during the agreed delivery period, even for call orders. The Client accepts no price escalation clauses.
- 3.2 Unless expressly otherwise agreed in an individual contract, all Prices are net fixed prices – not including any applicable statutory value added tax or other (transactional) taxes, customs, duties, fees or other levies of any kind – including packaging and freight costs. If the Client has to pay a tax deducted at source, this shall be borne by the Provider in every case as set forth in Section 3.3 below.
- 3.3 If the payment is subject to tax deducted at source, the following rule shall apply: The Client may withhold tax deducted at source from the

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payment in the amount provided for by law and pay it to the applicable taxing authority on behalf of and for the account of the Provider. If the Client is provided with evidence within a reasonable period of time prior to payment that the conditions for a tax reduction or tax exemption are applicable, the tax deducted at source shall be withheld in accordance with the applicable tax reduction or tax exemption. The Provider shall be responsible for submitting all the necessary documents to prove that the requirements for a tax reduction or tax exemption have been met.

- 3.4 Changes in tax law or other changes in underlying circumstances shall not entitle the Provider to a subsequent price increase; in particular, risks related to fluctuations in exchange rates shall be borne exclusively by the Provider. The Client is free to choose whether to pay at the exchange rate in effect on the date of the Purchase Order or on the date the payment falls due, in the Client's sole discretion.
- 3.5 Invoices shall be issued for the deliveries made and services rendered in accordance with any applicable statutory provisions on value added tax. Invoices shall be issued in accordance with provision 2.13 above and sent electronically by email. Proof of performance and other supporting documents must be attached to the invoice.
- 3.6 The Client's VAT number, if applicable, will be indicated in the Purchase Order. The Provider is liable for the correct application of the applicable statutory provisions on value added tax to the respective delivery transaction, if any, as well as for any additional value added tax payments that may arise in the course of a financial audit due to incorrect information provided by the Provider.
- 3.7 Unless otherwise agreed, payments due shall be made within either 30 days at a 3% discount or 90 days net after acceptance of the Delivery Item(s) or receipt of a proper and auditable invoice, whichever is later. If the delivery is defective or delayed, the Client may withhold payment until proper fulfilment; this shall not entail any loss of rebates, discounts or similar payment concessions.
- 3.8 If the invoice is received later than the Delivery Items, the discount period is calculated on the basis of the date of receipt of the invoice rather than the date of receipt of the Delivery Items. A discount deduction is also permissible if the Provider offsets any other claims.
- 3.9 The Provider may not offset claims against the Client's claims. Notwithstanding any wider legal rights, the Client may offset any outstanding claims against the Provider against their own liabilities towards the Provider.

#### 4 PLACE AND TIME OF DELIVERY

- 4.1 The place of performance is the facility at which delivery is to be made or the place of delivery specified in the order.
- 4.2 The date of delivery for deliveries and services is defined as the date of complete and defect-free performance of the Provider's obligations in accordance with the Purchase Order, including complete and correct documentation.
- 4.3 Agreed delivery periods and delivery dates are binding. The relevant factor for ascertaining compliance with the delivery time is receipt of the complete and defect-free Delivery Item by the Client or at the agreed place of use. Any deviating delivery dates or partial deliveries are subject to the prior written approval of the Client.
- 4.4 If circumstances arise or become known to the Provider that indicate that the agreed delivery time cannot be met, the Provider shall notify the Client in writing without delay.
- 4.5 The Client is entitled to any applicable statutory claims in the event of a delay in delivery and the Client shall be entitled to claim, in addition to any remedy related to performance, liquidated damages equal to 1% of the order value for each seven (7) day delay, but not more than a total of 25% of the Purchase Order value, for exceeding the delivery time, without having to provide any specific evidence of loss or damage.
- 4.6 The Client reserves the right to assert claims for any additional loss or damage incurred.

#### 5 PACKAGING AND SHIPPING

- 5.1 Delivery shall be made to the place of receipt designated by the Client, by the most economical means of transport, and shall be free of freight charges, packaging costs, customs duties and fees for the Client. The Client may refuse to accept freight forward consignments. The transport risk shall be borne exclusively by the Provider.
- 5.2 Unless otherwise specified in a particular instance, deliveries shall be made in accordance with the Incoterms clause DDP "Delivered Duty Paid" (Incoterms 2020); except for Providers domiciled in the European Union (EU), in which case deliveries shall be made in accordance with the Incoterms clause DAP "Delivered At Place" (Incoterms 2020). For legal transactions involving more than one party, a written agreement

on the applicable Incoterms clauses must always be agreed upon between the contracting parties.

- 5.3 The Delivery Items shall, insofar as they require packaging, be securely packed, labelled and safely loaded for transport to protect them against loss or damage and to prevent damage to persons, equipment or other goods, and at the Provider's sole expense. The Provider is liable for any consequences of a defect in or defective condition of packaging. Items damaged in transit shall be returned to the Provider freight forward, and the Provider shall be responsible for settling any applicable damage claims with the carrier.
- 5.4 The Provider is responsible for packaging, labelling and shipping hazardous products in accordance with all applicable national and international regulations.
- 5.5 The Client reserves the right to return the packaging to the Provider, in which case the value shall be credited to the Client if the return is free of charge for the Provider.
- 5.6 The Provider guarantees that all necessary documents will be supplied in accordance with the Client's requirements.
- 5.7 If any working materials are used for services, repair/assembly or similar, they must be labelled, packaged, transported, stored and handled in accordance with applicable law and the Provider shall properly dispose of any remaining residues and empty containers after completion of the work, with the Provider being solely responsible for all costs related to same.
- 5.8 For deliveries/services that require or permit the display of the CE label and/or a declaration of conformity, the Provider shall comply with all relevant legal provisions and display the CE label on a machine/system ready for use and/or provide the Client with the necessary declarations of conformity in the language(s) required for the documentation or in the language(s) as stipulated by the legal provisions (for the place of use at the Client's premises). The hazard analysis shall always be submitted to the Client.

#### 6 FORCE MAJEURE

- 6.1 Neither party shall be liable in cases of force majeure. For the purposes of this Contract, force majeure is defined as an event that could not have been prevented by the party affected by force majeure and which prevents such party from duly fulfilling its obligations. Examples of force majeure include war, whether declared or not, riots, revolution, insurrection, boycotts, non-issuance or revocation of export/re-export licenses, terrorism, strikes, fire, or natural disasters including, for example, floods, earthquakes, and typhoons.

Raw material shortages are not a force majeure event. Each contracting party shall, within reason, immediately provide the other contracting party with the necessary information, do everything to eliminate the disruption, and/or mitigate the effects of the disruption. The contracting parties shall also seek alternative ways and means to enable the continued fulfilment of the performance obligations and, if necessary, adjust their obligations to the changed circumstances in good faith for the duration of the disruption. As soon as the disruption has ceased, the original performance obligations shall be reinstated.

#### 7 TRANSFER OF RISK

- 7.1 Risk shall not transfer to the Client until acceptance of the Delivery Item(s) at the place of receipt specified by the Client. For deliveries involving installation or assembly, risk passes to the Client upon issuance of the signed acceptance report of the installed and assembled Delivery Item(s).

#### 8 TRANSFER OF OWNERSHIP

- 8.1 The Delivery Item(s) becomes the property of the Client after risk has been transferred, at the latest at the time of payment.

#### 9 WARRANTY AND LIABILITY

- 9.1 No exclusion of liability or limitation of liability of any nature in favor of the Provider shall be deemed accepted by the Client unless expressly negotiated in detail with the Client and recorded in a writing signed by an authorized representative of the Client. For purposes of this provision, an exclusion of liability or a limitation of liability shall include, without limitation, any caps on the Client's damages, any exclusion of any remedy of the Client, any changes in the legal burden of proof to the detriment of the Client and any shortening of deadlines, warranty periods or statutes of limitation that are detrimental to the Client.

The Provider shall ensure that the deliveries and services are free of defects. Delivery Items shall possess the warranted properties, perform as agreed, and conform to the current state of the art in design and materials. Delivery Items must not have any defects that nullify or

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- diminish their value or suitability for ordinary use or the use that was assumed or indicated when the Purchase Order was placed.
- 9.2 The quality, dimensions, weights, and requirements of the delivered material shall be determined exclusively in accordance with European Standards (EN) and the Supplier Quality Assurance Agreement, and for the Mobility Business Unit with the OEM-specific standards, VDA, FAA standards and EASA standards. All deliveries shall fully comply with all applicable local, state, and federal laws and regulations as well as all other applicable national and international laws, directives, standard and provisions regarding occupational health and safety, environmental protection, and fire prevention, and with the statutory accident prevention regulations and safety regulations (CE conformity) in effect at the time of delivery.
- 9.3 If the Delivery Item lacks any warranted or agreed characteristics or characteristics specified by the Client, if it fails to comply with accident prevention regulations or other protective provisions or if the Delivery Item has other defects, the Client shall be entitled, irrespective of the severity of the defect, to demand, at the Client's sole discretion, rescission of the contract (cancellation), reduction of the purchase price (abatement), free-of-charge rectification of the defect, or a free-of-charge replacement delivery, in addition to any and all other claims and remedies for compensation for direct or indirect consequential damages, punitive damages, exemplary damages, statutory damages, and/or multiple damages caused by a defective or non-conforming Delivery Item.
- 9.4 If the Provider fails to fulfil their warranty obligations within a reasonable period of time, the Client may remedy the defects or have them remedied by third parties or procure replacements elsewhere at the Provider's sole expense. In urgent cases, (e.g. to avoid interruptions in production), the Client may remedy the identified defects at the Provider's expense without prior notice to the Provider.
- 9.5 If defects cannot be remedied on site, the transport costs shall be borne by the Provider.
- 9.6 The Provider's warranty obligation is three years, calculated from the date of the transfer of risk, unless longer periods apply by law or are otherwise stipulated in an individual contract signed by the Client. For Delivery Items that have been replaced or re-performed, the Client is entitled to a new warranty period of the same duration starting from the date of replacement or re-performance.
- 9.7 The Client may submit a notice of defects within four weeks after receipt of any Delivery Item that is patently defective or non-conforming, and within two weeks after discovery in the case of hidden or latent defects or non-conformities. Hidden or latent defects also include defects which are only discovered during processing, or commissioning in the normal course of operations. The Provider shall take immediate remedial action for defective or non-conforming Delivery Items and shall diligently pursue such remedial actions until all such issues are resolved to the Client's reasonable satisfaction. The Client is under no obligation to inspect the Provider's Delivery Items prior to use.
- 9.8 The above warranty provisions shall also apply if the Provider installs or assembles Delivery Items on behalf of the Client. In this case, the warranty period commences upon acceptance of the fully assembled items by the Client or the Client's customer in the form of a written confirmation of acceptance.
- 9.9 The Provider is required to maintain, at its own expense, sufficient commercial general liability insurance to cover any loss or damage for which the Provider and/or its managers, principals, officers, employees, contractors, subcontractors, or agents are responsible. Proof of the amount of coverage per damage event shall be provided to the Client upon request. The Provider's contractual and statutory liability shall remain unaffected by the scope and amount of their insurance coverage.
- 9.10 The Provider shall undertake to inform the Client of the expiration of a material at least six (6) months in advance.
- 9.11 Employees of the Client and of the authorities and agencies corresponding to the business unit (e.g. EASA / ACG / FAA / IATF / OEMs and other official representatives) may expressly visit and inspect the Provider's, and any subcontractor's, plant and/or other facilities utilized in any way in the performance of the Provider's obligations under any Purchase Order following prior notification to the Provider of the date, reason, place and duration of the visit.
- 9.12 If the Provider has any concerns about any specifications or requirements of the Client in any Purchase Order, the Provider shall inform the Client of these concerns in writing without delay. Only justified concerns shall have an influence on the binding nature of the originally scheduled delivery date.
- 9.13 If a claim is made against the Client on the grounds of any product liability claim or any similar claim, to the extent that the claim was caused by the actions or inactions of the Provider, the Provider shall indemnify the Client against all such claims, actions, causes of actions, penalties, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees and other professional fees, incurred by the Client.
- 9.14 The Provider shall be liable for any costs and expenses including, without limitation, reasonable attorneys' fees and other professional fees, and any loss or damage incurred as a result of measures taken by the Client to avert damage, insofar as such measures are based on defects or non-conformities of the Delivery Items caused by the actions or inactions of the Provider or arising from or related to any other breach of any duty or obligation on the part of the Provider.
- 9.15 The Provider shall, upon Client's request, provide the Client with appropriate support and cooperation, at Provider's sole expense, relating to any investigation related to any third-party claims and/or related to defending against any third-party claims.
- 9.16 Any other statutory or contractual rights or remedies of the Client, whether at law or in equity, shall be in addition to the rights and remedies contained in the provisions of this section 9.
- ### 10 TRANSFER / ASSIGNMENT
- 10.1 The obligations of the Provider may not be transferred or assigned to any third parties without the Client's prior written consent, which may be withheld at the Client's sole discretion.
- 10.2 The Provider is not entitled to assign any claim they may have against the Client hereunder to any third party without the Client's prior written consent, which may be withheld at the Client's sole discretion.
- 10.3 Any transfer or assignment made contrary to the above provisions is void and of no force or effect.
- ### 11 CONFIDENTIALITY AND HANDLING OF DOCUMENTS
- 11.1 All proprietary information of any kind including, without limitation, descriptions, technical data, commercial data, designs, know-how, processes, inventions, intellectual property, price quotations, terms of sale, specifications, samples, prototypes, drawings, models, tools, molds and any other objects, materials, documents or information in any form containing proprietary information of the Client (the "Client's Proprietary Information"), which the Client has made available to the Provider or which the Provider becomes aware of in any fashion, shall remain the exclusive property of the Client and shall be held in strict confidence by the Provider and only used for the purposes of fulfilling Provider's obligations to the Client under a Purchase Order.
- 11.2 The Provider may not use the Client's Proprietary Information for its own purposes or make such information available for use by any third parties unless directly related to the Provider's performance of a Purchase Order, and only as authorized herein. The Provider shall return all of the Client's Proprietary Information to the Client, including any copies or electronic versions, without being requested to do so, at the latest when they are no longer required by the Provider for the performance of its obligations under the Purchase Order. Returns shall be free of charge for the Client.
- 11.3 The Provider shall review the Purchase Order and all related documents immediately after receiving them. Deviations from this are only permissible with the written consent of the Client. If any such documents contain technical or other defects, the Provider shall inform the Client of these immediately after their discovery.
- 11.4 The Provider shall use diligent efforts to keep all Proprietary Information of the Client confidential unless such information is already in the public domain through no fault of the Provider.
- 11.5 Unless otherwise agreed in writing, the Provider shall keep quality records related to all Purchase Orders for ten (10) years from the date of each such Purchase Order.
- 11.6 The Provider grants the Client the right to use and exploit all plans, drawings, graphics, calculations and other documents relating to the Purchase Order, which the Provider has either produced or commissioned third parties to produce, in all known forms of media, including electronic media, the internet and online media, on all image, sound and data storage devices, without restriction in terms of space, content or time, for the purposes agreed in the Purchase or required in accordance with the Contract. The Client may use the drawings for the manufacture of spare parts and similar, including by commissioning third parties.

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### 12 DATA PROTECTION

- 12.1 The Provider acknowledges that the Client collects, processes and stores personal data of the Provider and other associated third parties as well as their contact persons within the scope of the working relationship, in particular for the purpose of implementing the Contract, administration and invoicing, in compliance with and subject to the provisions of the applicable data protection laws, guidelines and other provisions, and transfers such data to associated companies or third parties (as commissioned data processors) to the extent necessary for organizational purposes.
- 12.2 Detailed information on data categories, purposes of processing and legal basis, etc. are set out in the Client's data protection information – available in the latest version on the respective homepage (e.g. [https://www.neveon.com/fileadmin/user\\_upload/DP\\_Datenschutzinformation\\_EN\\_Vertragspartner\\_deren\\_Ansprechpartner\\_Kunden\\_Lieferanten\\_Art\\_13\\_14.pdf](https://www.neveon.com/fileadmin/user_upload/DP_Datenschutzinformation_EN_Vertragspartner_deren_Ansprechpartner_Kunden_Lieferanten_Art_13_14.pdf))
- 12.3 If the goods or services provided by the Provider also include commissioned data processing for the Client, the Provider and the Client shall also conclude a written commissioned data processing agreement which complies with the requirements of the applicable data protection laws, directives and other regulations, but contains at least the minimum content in accordance with Article 28 of the GDPR.

### 13 MOLDS AND TOOLS

- 13.1 Tools or molds manufactured or procured by the Provider on behalf of the Client shall become the sole property of the Client upon manufacture or procurement by the Provider. The Provider undertakes to store and maintain these goods with due care. Storage fees and costs for servicing and maintenance shall be included in the tool costs.
- 13.2 The Provider is liable for any kind of deterioration or loss of the tools and molds during storage.
- 13.3 The Provider undertakes to insure tools and molds against theft, fire, destruction and any kind of deterioration at their own expense and to provide evidence of this insurance to the Client upon request.
- 13.4 The Provider shall maintain all tools and molds at their sole expense.
- 13.5 The aforementioned items may not be scrapped or made accessible to third parties without the prior written consent of the Client and may only be used for the contractually agreed purposes.
- 13.6 The Provider may not transfer tools or molds to third parties or use them for their own or third-party purposes.
- 13.7 The Client may make tools and molds available to third parties for the production of parts for the Client, and to repair, renew or modify the tools and molds for the purposes of the Client or commission a third party to do so.
- 13.8 The Client may withdraw the tools from the Provider if the parts are not delivered on time or in the correct manner or if the Provider demands higher prices for the parts in future orders than were agreed at the beginning of any Contract.

### 14 COMPLIANCE

- 14.1 The Provider understands and acknowledges that the activities of the Client and thus also the activities of the Provider for the Client are subject not only to the local laws in the jurisdiction where the Provider is domiciled, but also to the laws of other countries and organizations. The Provider further acknowledges that the Client has adopted a strict code of conduct and that the Provider's continued and rigorous compliance with all laws and regulations is a prerequisite for the Client to contract and continue to do business with the Provider.

The Provider undertakes to comply at all times with the Greiner Code of Conduct (<https://www.greiner.com/en/greiner-ag/compliance/>) and the Greiner Code of Conduct for Suppliers and Business Partners ([https://sustainability.greiner.com/wp-content/uploads/2019/06/Verhaltenskodex\\_EN.pdf](https://sustainability.greiner.com/wp-content/uploads/2019/06/Verhaltenskodex_EN.pdf)), with laws and regulations, including, but not limited to, the U.S. Foreign Corruption Practices Act of 1977, (as amended), and with current local, state and federal antitrust, anti-corruption, anti-bribery and ethical laws and regulations. Neither the Provider nor any of their directors, officers, employees or agents shall make or offer to make any payment or gift, directly or indirectly, to any third party, including any employee, officer or agent of any governmental agency or other political party or candidate.

- 14.2 The Provider will undertake to keep appropriate written records of their activities related to any Purchase Order and shall provide access to the Client to such written records at the request of the Client and shall assist the Client with any questions or requirements the Client may have related to same, at no cost to the Client.

- 14.3 The Client reserves the right to inspect and verify the Provider's compliance with the provisions of this Agreement and all applicable laws and provisions including, without limitation, the Greiner Code of Conduct, during business hours following prior written notification.

### 15 TERMINATION

- 15.1 The Client may terminate the contractual relationship with the Provider at any time, upon thirty (30) days prior written notice.
- 15.2 Either contracting party may terminate this contractual relationship immediately by providing written notice to the other party if the other party is in material breach of its contractual obligations or significant changes in financial circumstances make adherence to the Contract untenable.
- 15.3 If one of the contracting parties ceases to make payments or enters insolvency proceedings, the other party may withdraw from the unfulfilled part of the Contract.

### 16 MISCELLANEOUS

- 16.1 The Client may request changes to the Delivery Item (e.g. in construction and design) at any time. Any resulting additional or reduced costs or adjustments to the due dates shall be settled by mutual agreement.

### 17 USAGE RIGHTS

- 17.1 Models, sketches, matrices, templates, samples, drawings, specifications, design data, and other confidential and/or Proprietary Information provided to the Provider by the Client or paid for in full by the Client shall not be used for other purposes or disclosed to third parties without the express prior written consent of the Client. The Provider shall use the confidential information and/or Proprietary Information solely and exclusively in connection with the performance of its obligations under the Purchase Order and not for other purposes.
- 17.2 All models, tools, devices, drawings, and other manufacturing aids, etc. to be produced for the performance of the Purchase Order shall be the exclusive property of the Client and shall be identified as such and any and all rights therein shall be assigned to the Client by the Provider. The Provider shall grant the Client free and transferable rights of use, unlimited in terms of space and time, to all documents made available by the Provider.
- 17.3 The Client's intellectual property rights and usage rights to all documents, including engineering, documentation, software and know-how, and other Proprietary Information shall remain with the Client without restriction. The documents submitted to the Provider by the Client may not be edited, copied, reproduced, translated into another language, disseminated or processed (by printing, photocopying, microfilming or any other method), either in whole or in part, whether electronically or by any other means, without the prior written consent of the Client.
- 17.4 The Provider shall ensure that neither the Delivery Items nor the manufacturing processes used will infringe upon any third-party rights (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights), and the Provider shall indemnify the Client and their customers against all third-party claims, losses, damages, actions for infringement of any such rights and for all costs and expenses including, without limitation, attorneys' fees and other professional fees incurred by Client in any way related to same.
- 17.5 The Client hereby acquires the right to use all documents, drawings, sketches, etc. submitted by the Provider without restriction in terms of time or place, and is entitled, among other things, to forward the documentation received from the Provider or their subcontractors to their other contractual partners and to use such documentation without restriction.
- 17.6 If joint activities of the contracting parties, in particular in the field of development, lead to patentable manufacturing processes or materials, the parties shall separately agree on the conditions for filing a patent application and exploiting this expertise. This agreement may under no circumstances lead to an increase in the prices for the Delivery Items covered by the Contract.
- 17.7 The Provider undertakes to care for, maintain, service and replace, as necessary, all production equipment, at its sole cost and expense.
- 17.8 Any amendments hereto or to any Purchase Order shall be made in a separate contract (e.g. tool contract), signed by all parties.

### 18 QUALITY AND DOCUMENTATION

- 18.1 The Provider shall guarantee that the Delivery Item is in flawless condition in terms of workmanship and the materials used and in

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compliance with all of Client's specifications and requirements. The Provider is also responsible for complying with all safety requirements and shall ensure that the Delivery Item(s) and its production comply with all applicable local, state, federal, national and international laws, directives, standards (US and if applicable EU and Austrian standards, REACH and if applicable VDA and AIAG standards, etc.) and provisions, in particular with regard to occupational health and safety, environmental protection and fire protection (in particular, compliance with minimum wage laws). Insofar as no deviating requirements result from this, the generally recognized state-of-the-art technology shall be applied.

- 18.2 The Provider shall provide complete and easily understandable use instructions and store all necessary documentation and shall closely monitor the production and/or performance of the Delivery Items.
- 18.3 Series production in the automotive sector may not commence by the Provider until the Client has accepted the initial samples and has certified this in writing by issuing an acceptance protocol or a test report signed by both contracting parties.
- 18.4 If there is no written agreement between the Provider and the Client on the scope and type of testing or on the testing equipment and methods, the required technical standards shall be mutually established by the respective quality departments at the request of one of the two contracting parties.
- 18.5 The Provider is responsible for complying with the fire protection regulations posted at the Client's premises during construction, repair, assembly and installation work on site. The Provider may request a copy of these regulations from the Client's production management.

## 19 JURISDICTION AND CHOICE OF LAW

- 19.1 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The arbitration proceeding shall be held in the English language and all documents not in English submitted by either party shall be accompanied by an English translation. The decision and/or award rendered by the arbitrators shall be written, final and non-appealable and may be entered in any court of competent jurisdiction. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrators and, in particular, pay the costs of the successful party (in particular attorneys' and expert fees). Place of arbitration shall be Vienna. The court of arbitration shall reach its decision in accordance with the laws of Texas.
- 19.2 The laws of Texas shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods and the international reference standards is expressly excluded.

## 20 SEVERABILITY CLAUSE

- 20.1 The Contract entered into between the Client and the Provider shall remain binding even if individual provisions of the Contract or of these Terms and Conditions of Purchase are legally ineffective.
- 20.2 Any provision, term or condition that is ineffective shall be replaced in good faith by a provision that comes as close as possible to the purpose of the ineffective provision, term or condition and that ensures that the economic purpose of the Contract is achieved.