General Terms and Conditions of Purchase of Pierburg S.A.

1. Scope of Application
1.1 The Terms and Conditions of Purchase of Pierburg S.A. (hereinafter referred to as the "Buyer") shall apply exclusively.
1.2 The offer of the terms or the terms that deviate from these Terms and Conditions of Purchase shall not apply unless the Buyer specifically recognizes the applicability of the Buyer's terms and conditions in writing. The contract shall only be concluded on the basis of these Terms and Conditions of Purchase. These Terms and Conditions of Purchase shall form part of all orders by the Buyer.
1.3 The Buyer shall also apply to follow-up orders without the Buyer again having to refer to these terms.
1.4 The Terms and Conditions of Purchase of the Buyer shall only apply in B2B-relations.

2. Offers – Contractual Documents
2.1 Offers by the Seller shall be in writing. Cost estimates shall not be subject to a charge.
2.2 The Buyer shall be responsible for the accuracy of its offers concerning illustrations, drawings, calculations, models, equipment, samples, and other objects provided to the Seller by the Buyer for purposes of creating the offer or fulfillment of the contract. The Seller shall grant the Buyer unlimited, irrevocable, and non-exclusive usage rights to all illustrations, drawings, calculations, models, equipment, samples, and other objects provided to the Seller by the Buyer without definition of order or fulfillment of the contract shall be returned to the Buyer or irretrievably destroyed after such processing without prompting.

3. Businesses
3.1 Where an order that legally qualifies as an offer by the Buyer is not confirmed in writing by the Seller within ten days, the Buyer shall be entitled to withdraw the order within additional 14 days. This withdrawal shall not provide the Seller with grounds for termination of the order.
3.2 Where confirmation from the Seller deviates from the order, the Buyer shall expressly inform the Buyer in this regard. In such cases, a contract only can enter into effect once the Buyer has approved the deviation in writing. Silence on the part of the Buyer does not constitute an agreement to the deviation.
3.3 Orders shall only become binding on the Buyer once they have been placed or confirmed by the Buyer in writing. This shall also apply to subsequent orders, in the case of which the Buyer does not state that a proposal has been revoked in a provisionally binding order or that the contract shall be returned to the Buyer or irretrievably destroyed after such processing without prompting.

4. Prices – Conditions of Payment
4.1 Where no deviating written agreement exists, the price shall include delivery "DAP Buyer's plant" (Incoterms 2020), packaging.
4.2 Statutory VAT shall not be included in the prices.
4.3 Payment shall be made 14 days after receipt of the invoice, and all delivery documentation with a 2% discount or 30 days after receipt of delivery for cash-on-delivery, at the Buyer's option. Assignment of the invoiced amounts to third parties shall not be permitted.
4.4 Changes due to subsequent cost increases shall, irrespective of the reason, be excluded to the extent that no other agreements have been reached.
4.5 Should prices in exceptional cases have been agreed ex-works, ex-Seller's warehouse, or as third-party warehouse, all conditions of purchase and payment conditions of the Buyer, including delivery dates, shall also apply to the Seller.

5. Deliveries – Delay
5.1 The delivery dates specified in the order shall be binding. Receipt of the goods at the destination place shall be decisive for punctual delivery.
5.2 The Seller shall be obliged to inform the Buyer immediately in writing when circumstances arise or come to its attention after the formation of the contract that the agreed delivery date may not be possible. Where the Seller is unable to meet the notification duty, it shall also be liable for delivery delays for which it is not responsible. Silence to this notification shall not be sufficient to release the Seller from its obligations.
5.3 In the event of delayed delivery, the Buyer shall be entitled to demand a pro rata amount of 0.5% of the contract amount for the outstanding delivery portion for each commenced week as liquidated damages for delayed performance, but no more than 30% of the contract amount. In case of multiple breaches of contract, the Buyer may refuse to accept and pay for the goods. Printouts created in the course of data processing shall not require a personal signature to become binding. In the event of ambiguities in the order, these shall be clarified by means of a written query from the Seller.

6. Invoices
6.1 Invoices shall be forwarded separately from the delivery, in single copy.
6.2 The dimensions, weights, and quantities delivered by the Buyer shall be exclusively decisive for billing.
6.3 Invoices can only be processed by the Buyer where these include the relevant order number and necessary tax-related details as per the detailed specifications in the order; the Seller shall be responsible for all consequences resulting from non-compliance with this obligation. The Buyer can prove that it is not responsible for such non-compliance.

7. Manufacturing Equipment
7.1 Insolvent as the Seller uses manufacturing equipment exclusively for the goods intended for the Buyer, the Seller shall grant to the Buyer the preemptive right to acquire ownership of such manufacturing equipment for the purposes of creating the offer or fulfillment of the contract. The Seller shall grant the Buyer unlimited, irrevocable, and non-exclusive usage rights to all illustrations, drawings, calculations, models, equipment, samples, and other objects provided to the Seller by the Buyer for purposes of creating the offer or fulfillment of the contract. These Terms and Conditions of Purchase shall form part of all orders by the Buyer. They shall also apply to follow-up orders without the Buyer again having to refer to these terms.

8. Warranties
8.1 Where the Buyer has the right to withdraw from the contract, reduce remuneration, or demand compensation instead of the performance where the Seller has not successfully provided goods within a reasonable period set. The Buyer shall also be entitled to withdraw from the contract if the Buyer has calculated that the goods delivered cannot be repaired, after the Buyer has informed the Seller that repair is no longer possible. The Buyer shall also be entitled to withdraw from the contract if the Buyer has informed the Seller that repair is not possible due to other goods.
8.2 In all other cases, the Buyer shall have the right to unlimited assertion of statutory claims against the Seller.
8.3 Where the Buyer is not able to accept or does not fulfill these according to the contract, the Buyer may withdraw from the contract after unsuccessful expiry of a reasonable period for provision of performance and demand compensation instead of the performance.
8.4 The Buyer shall be in particular entitled to withdraw from the contract where the Buyer is in breach of obligations pursuant to Items 2.2 and 2.3.
8.5 The Buyer shall also have the right to withdraw from the contract on failure to pay its obligations or payments or to cancel the order or request payment within a reasonable period as well as the obvious extrastorage transport damage; additional inspection obligations for incoming goods shall not apply. A complaint shall be deemed to have been prompt if it is received by the Seller within ten working days from receipt of the goods or in the case of delayed acceptance, at the latest within 14 days from the date on which the Seller is informed of the defect by the Buyer in writing. The Buyer shall immediately inform the Buyer in writing of the defect and requested by the Buyer shall in all cases refer to the entire delivery inssofar as it is not apparent that only individual components are affected.
10. Withdrawal from the Contract – Damages
10.1 Where the Buyer withdraws from the contract, the Buyer shall only be entitled to compensation for costs arising from reprocurement as well as the obvious extrastorage transport damage; additional inspection obligations for incoming goods shall not apply. A complaint shall be deemed to have been prompt if it is received by the Seller within ten working days from receipt of the goods or in the case of delayed acceptance, at the latest within 14 days from the date on which the Seller is informed of the defect by the Buyer in writing. The Buyer shall immediately inform the Buyer in writing of the defect and requested by the Buyer shall in all cases refer to the entire delivery inssofar as it is not apparent that only individual components are affected.

11. Prohibition of Assignment – Subcontractors
11.1 Rights and obligations of the Seller arising from the contract may not be assigned or transferred without the consent of the Buyer.
11.2 Commissioning of a subcontractor shall require the prior written consent of the Buyer.

12. Infringement of Industrial Property Rights
12.1 The Seller shall be obliged to ensure that the goods delivered do not infringe any national or international industrial or other property rights. The Seller shall indemnify the Buyer internally against all claims for compensation and other claims asserted against the latter in this regard due to breach of this obligation upon first request. The Seller shall provide proof to the Buyer of receipt of insurance with appropriate cover, at least, €5 million and to provide information on such insurance upon request. Where the Buyer is entitled to assert further claims for compensation of damages, these shall remain unaffected.
12.2 Where the Buyer or its customers take legal measures to avoid risks (e.g. a recall), the Seller shall bear the costs of the measures and that it is not possible to avoid risks taken by the Buyer itself or its customers, the Buyer shall have a right to withdraw from the contract according to this regard upon first request. The Seller shall provide proof to the Buyer of receipt of insurance with appropriate cover, at least, €5 million and to provide information on such insurance upon request. Where the Buyer is entitled to assert further claims for compensation of damages, these shall remain unaffected.

13. Compliance Clause
13.1 The Seller shall guarantee to comply fully with the relevant applicable statutory requirements of the production country and the countries in which the Buyer has its registered office and the Buyer's plant is located in terms of manufacturing of the goods. The Buyer shall, in this case, be entitled to immediately request the Seller to return all production materials of the Buyer's plant. Where the Seller fails to provide the Buyer with production materials of the Buyer's plant, the Buyer shall also have the right to withdraw from the contract.
13.2 The Seller shall undertake to comply with the requirements of the EU regulation concerning the registration, evaluation,­ restriction and classification of chemicals (Regulation (EC) No. 1907/2006, "REACH" Directive), the EU directive on the restriction of use of certain hazardous substances in electronic and electrical equipment (Directive 2011/65/EU, "RoHS" Directive), the EU directive on end-of-life vehicles (Directives 2000/53/EC, and the Waste Electrical and Electronic Equipment (WEEE) Directive. Goods that do not fully comply with these requirements shall not be supplied to the Buyer.

14. Manufacturing Materials Provided
14.1 Manufacturing materials provided by the Buyer shall remain the property of the Buyer.
14.2 Where the Buyer supplies manufacturing materials to the Buyer in order to process goods, the Buyer shall hereby agree that such materials are property of the Buyer. The Buyer shall undertake to treat the manufacturing materials provided with care and in particular to use the material provided at original value against theft, fire, lightning, explosion, storm, mains water and, where applicable, sprinkler leakage at its own expense.
14.3 The Buyer shall undertake to use the manufacturing materials provided exclusively for the production of goods ordered by the Buyer. Where the Buyer does not make use of the manufacturing materials provided exclusively for the production of goods ordered by the Buyer, the Buyer shall also have the right to withdraw the manufacturing materials provided at any time. The Buyer shall have no right of retention in this regard.

15. Confidentiality
15.1 The Buyer shall undertake to treat as a trade secret all commercial or technical details not commonly known that it becomes aware of as a result of the business relationship.
15.2 The Buyer shall ensure that property rights and copyright to all illustrations, drawings, calculations, models, equipment, samples and all other objects provided to the Seller by the Buyer, shall be exclusively owned by the Buyer. Where the Buyer is informed of such a defect, the Buyer shall immediately inform the Buyer in writing of the defect and requested by the Buyer shall in all cases refer to the entire delivery inssofar as it is not apparent that only individual components are affected.
15.4 Subcontractors shall be bound to the same confidentiality obligations.
15.5 The Seller shall only refer to the business relationship for publicity purposes with the prior written consent of the Buyer.

16. Miscellaneous
16.1 The place of performance for deliveries shall be the place indicated by the Buyer. Where this has not been specified, the Buyer's registered office shall be decisive for this purpose.
16.2 The place of jurisdiction for disputes arising from this contract shall be Biel/Bienne. The Buyer shall, however, be entitled to file suit against the Seller at its general place of jurisdiction as well.
16.3 Disputes shall be subject to Spanish law excluding its law conflicts of laws provisions and the UN Convention for the International Sale of Goods (CISG).
16.4 Separation between the parties arising from or supplementing these Terms and Conditions of Purchase and any additional documents shall be considered as a separate legal relationship.
16.5 Should one or several of the above provisions be ineffective in whole or in part, or void, the validity of the remaining provisions shall not thereby be impaired and the remaining provisions shall be applicable to the extent that the party benefiting thereby is not deprived of a legally valid provision that most closely approximates the meaning and purpose of these Terms and Conditions of Purchase.