

**General Purchase Conditions  
for the Purchase of Goods and Services**

of

**AIS Automotive Interior Systems Schleiz GmbH**

- in the following referred to as "Purchaser" -

**§ 1 Scope of Application**

1. The General Purchase Conditions of the Purchaser shall apply for any - including future - orders and/or services rendered to the Purchaser by a Supplier. Performances in terms of these conditions are in particular work deliveries and services of all kinds.
2. The Purchaser's conditions of purchase shall apply exclusively; the Purchaser shall not accept any contradictory conditions nor any General terms of the Supplier which are deviating from these purchase conditions unless the Purchaser has expressly accepted these in writing in particular cases.
3. The Purchaser's conditions of purchase are deemed accepted in their entirety by the Supplier when the Supplier accepts an order or starts supplying goods or rendering services. The Purchaser's conditions of purchase shall apply even if the Purchaser, being aware of contradictory Supplier conditions or those deviating from its own conditions, accepts the Supplier's delivery or performance without reservation.

**§ 2 Conclusion of the Contract**

1. All declarations made with regard to the conclusion of a contract such as orders, offers or order confirmations, as well as contractual amendments and subsequent agreements regarding additional goods or services shall have to be made in writing. The electronic communication shall be considered as sufficient to comply with the written form requirement.
2. Order confirmations shall have to be fully consistent with the order regarding its content and shall have to include the order number and date of order, unless it has been otherwise agreed. If the Purchaser provides a confirmation form, this shall have to be used.
3. If the Supplier does not accept the order within the period stated in the order, at the latest however, within two weeks upon receipt, the Purchaser shall no longer be bound to its order

**§ 3 Prices, Conditions of Payment**

1. The prices agreed are fixed prices. Price adjustment clauses or price reservations require the explicit written confirmation of the Purchaser in order to be effective.
2. The price includes transport and packaging pursuant to the delivery conditions "DAP" (according to Incoterms 2010) to the place of delivery stated in the order.
3. Only after explicit agreement, the Purchaser will bear the costs for packaging, freight and further delivery costs such as transport insurance. In such cases the Supplier shall always have to select the cheapest freight route; as to this the Purchaser reserves the right to select the forwarding agent. Packaging material may be returned free of charge by the Purchaser.
4. Invoices shall have to be made out in proper form, they shall have to be auditable and shall have to comply with the respectively fiscal requirements. In particular, the invoices shall have to include the correct corporate name, the Supplier's tax number or sales tax identification number as well as the order number stated in the order. The sales tax shall have to be shown separately. Invoices shall have to be submitted separately to the Purchaser immediately after the delivery, that is to say that they shall not be attached to the delivery.

5. If the invoice does not comply with these requirements, the Purchaser shall not be obliged to make payment. If, despite this non-compliance, the Purchaser meets the invoice, the Supplier shall be responsible for any damage the Purchaser may have suffered due to the incorrect invoice.
6. If not otherwise agreed, payment shall be effected by the Purchaser within 14 days less 2 per cent discount or within 30 days without discount with means of payment at Purchaser's option.
7. The date of the invoice receipt shall be decisive for the calculation of the term of payment and discount period; if the delivery item is received later than the invoice, the relevant date for the calculation of the deadlines shall be the date of receipt of the delivery item, the earliest date however, shall be the date of delivery as agreed in the order.
8. The Purchaser shall be entitled to set-off and retention rights within the limits of statutory regulations. In particular, the Purchaser shall be entitled to retain all or part of the payments as long and as far as it asserts warranty claims.

#### **§ 4 Object and date of delivery and/or services**

1. Relevant for content, type and scope of delivery or service is the order. If the delivery is effected by call-offs, content, type and scope of the delivery by call-offs are stipulated in association with a skeleton agreement and/or a quantity contract.
2. The dates of delivery or service which are stipulated in the order or which are otherwise agreed upon in writing shall be binding.
3. The Supplier shall be obliged to immediately inform the Purchaser in writing if circumstances occur or it becomes aware of which indicate, that the stipulated date of delivery or service cannot be adhered to.
4. Partial deliveries or partial service as well as deliveries or service before the agreed date are subject to the Purchaser's prior consent. The Purchaser shall be entitled to return over-delivery in excess of the order without notification at Supplier's cost and he may deduct the respective amount from the invoice.
5. If the stipulated date of delivery or performance cannot be complied with, the Purchaser shall be entitled to assert its legal claims. In particular, the Purchaser shall be entitled to demand compensation and cancellation of the order instead of performance after the fruitless expiration of an adequate deadline. In case the Purchaser claims damages, the Supplier shall be entitled to prove that it was not responsible for the breach of duty. In order to avoid further damage caused by delay the Purchaser shall be entitled to demand delivery of the contractual products by airfreight with the costs to be borne by the Supplier provided that costs and prognosticated damage are in reasonable proportion.
6. If the Supplier culpably is in default the Purchaser shall be entitled to claim a contractual penalty in the amount of 0.3 per cent of the agreed net price per working day. In total, however, the contractual penalty shall not exceed 5 per cent of the agreed net price. The Purchaser shall be entitled to demand the contractual penalty besides contract performance and as a minimum amount of a compensation owed by the Supplier in accordance with legal regulations. If the Purchaser accepts the delayed delivery or service it can demand the penalty only if it has informed the Supplier with regard to the corresponding reservation at the latest within 10 working days upon acceptance of the delayed delivery or service.
7. Each delivery shall have to be accompanied by a delivery note in duplicate. Dispatch notes shall have to be sent to the Purchaser in single copy immediately upon the dispatch of each shipment. The Supplier is obliged to quote the following details specified in the order on each delivery note and each shipping document: the order number, the date of order, the delivered quantity, the weight (gross) and the AIS material number. If agreed, package content lists shall be enclosed with the shipment. If the Supplier does not comply with these requirements the Purchaser shall not be held responsible for any delays in processing.

## **§ 5 Acceptance**

1. If, due to a contractual agreement or according to the law the acceptance of a delivery or service is required, the Supplier can demand the acceptance of the complete delivery or services only after it has proven that the goods or services are ready for acceptance.
2. Partial acceptance shall be excluded unless this has been expressly agreed upon. Inspections of interim results and partial payments are no partial acceptances.

## **§ 6 Examination of defects, liability for defects**

1. Regarding its deliveries and services the Supplier shall have to comply with recognized rules of engineering, the relevant legal regulations and authority regulations and in particular with safety regulations as well as with the specifications which have been agreed upon. The specifications may be determined in textual form and electronic files or by patterns and drawings. Any changes as to the delivery item or service rendered require the Purchaser's prior explicit consent in writing.
2. Provided that the Purchaser is obliged to perform a goods receipt inspection this will be done by the Purchaser only with regard to apparent defects and transport damages. An identity check is done merely by means of the attached shipping documents. Any defects detected within the scope of the goods receipt inspection or later shall be communicated to the Supplier immediately upon their detection. As for the rest Section 377 HGB <German Commercial Code> shall be excluded.
3. The Purchaser shall be entitled to unabridged statutory claims for defects; in any case the Purchaser shall - at its own option - be entitled to either demand the elimination of defects by the Supplier or the delivery of a new item and/or the production of a new item. The entitlement to claim compensation, in particular the entitlement to claim compensation in lieu of performance, shall remain explicitly reserved.
4. The limitation period for claims for defects is 5 years beginning with the delivery and/or acceptance by the Purchaser. For replacement goods which have been delivered within the scope of warranty and/or for a newly produced item as well as for reworked delivery objects or objects of performance, the limitation period with regard to the same defect and with regard to the consequences of a defective rework begins to run again upon the delivery and/or acceptance. The Purchaser reserves the right to enforce possible further statutory warranty claims.
5. If, due to the defectiveness of the contractual product delivered by the Supplier and/or the services rendered by the Supplier, the Purchaser is obliged to take back goods manufactured and/or sold by it, or if due to said deficiencies the purchase price paid to it is reduced or if other claims are raised against the Purchaser in this respect, it (the Purchaser) reserves the right of recourse against the Supplier with there being no need for an otherwise necessary setting of a deadline with regard to its rights arising from the defects.

## **§ 7 Product Liability, Indemnification, Liability Insurance**

1. If a third party raises claims against the Purchaser due to a product defect, the Supplier shall be obligated to indemnify the Purchaser against these claims on first demand if the Supplier is legally liable for this defect in relation to third parties.
2. Within the context of its liability in events of damage within the meaning of the preceding paragraph the Supplier shall also be obligated to reimburse possible expenditures pursuant to sections 683, 670 BGB <German Civil Code> as well as sections 830, 840, 426 BGB arising from or in connection with a recall action implemented by the Purchaser or its customers. The Purchaser shall inform the Supplier - as far as possible and reasonable - with regard to the content and scope of the recall measures to be implemented and he shall give the Supplier the opportunity to comment on it. Other statutory rights shall remain unaffected.
3. The Supplier undertakes to maintain a liability insurance for personal and material damages as well as for financial losses. If not otherwise agreed by the Parties the sum insured per damage event shall be EUR 10 million for personal and material damage and EUR 500,000.- for financial losses. In the case of the production and/or delivery of goods or services under a contract the Supplier additionally shall have to take out an extended product liability insurance (in particular

sorting costs, costs for assembly and disassembly and other consequential costs resulting from a product defect) with an amount of coverage of at least EUR 10 million per damage event. The insurance protection shall have to be valid until the end of the limitation period for possible claims for defects. Respective proof shall have to be submitted to the Purchaser on its request. If the Purchaser is entitled to further claims for damages, these shall remain unaffected

## **§ 8 Property Rights**

1. The Supplier shall guarantee that each delivery of goods and/or objects of performance is free from any third party property rights and that no patents, utility models, copyrights nor any other intellectual third party property rights are violated by the delivery or the use of the delivery items or services rendered.
2. In case any third party property rights are violated the Supplier shall at its own charge and at Purchaser's option either modify or exchange the delivery item or service in such a way that third party property rights are no longer violated while at the same time the delivery item or the service still comply with the contractually agreed properties or the Supplier shall procure the usage rights for the Purchaser by the conclusion of a license contract. If the Supplier cannot manage to comply with these requirements within a deadline fixed by the Purchaser, the Purchaser shall be entitled to withdraw from the contract or to claim a price reduction and - provided that the legal requirements are met - claim damages.
3. The Supplier shall keep the Purchaser and its customers indemnified on first demand against any third party claims arising from possible infringements of property rights and it shall bear all costs and expenses incurred by the Purchaser due to or in connection with a third party claim.
4. The Supplier and the Purchaser shall immediately inform each other on infringement risks that come to their knowledge and of alleged property rights infringements.
5. The limitation period is 10 years beginning with the conclusion of the contract.
6. Provided that the Purchaser's specifications given to the Supplier with regard to the production of the delivery item or the rendering of services are provably exclusive, the regulations included in § 8 subparagraphs 1, 2, 3 and 5 shall not be applied.

## **§ 9 Rights with regard to Work Results**

1. If not otherwise agreed by the Parties, the Purchaser shall be granted exclusive, irrevocable, transferable usage rights unrestricted in terms of time, space and content for all usage categories with regard to all images, drawings, documentations, drafts, programs, elaborations and all other works the Supplier has developed and/or produced for the Purchaser within the scope of the order processing (in the following referred to as "work results").
2. If, within the scope of the order processing already existing Supplier-owned industrial property rights, copyrights or knowledge which is unprotected by patents (know-how) are used and required for the utilization of the work results by the Purchaser, the Purchaser shall be granted a non-exclusive, irrevocable transferable usage right, unrestricted in terms of time and space, allowing the Purchaser to use the industrial property rights, the copyrights as well as the unprotected knowledge (know-how) to the extent that is required for the contractual usage of the work results.

## **§ 10 Purchaser's Reservation of Ownership, Provision, Manufacturing equipment**

1. If the Purchaser provides parts to the Supplier, the Purchaser shall reserve their ownership. They are processed or restructured for the Purchaser by the Supplier. If Purchaser's parts subject to reservation of ownership are processed with other articles not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new article in proportion of the value of its parts (purchase price plus VAT) to the value of the other processed parts at the time of processing.
2. If the object provided by the Purchaser under reservation of ownership is inseparably combined with other objects not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new product in proportion of the value of his provided parts (purchase price plus VAT) to the value of the other combined parts at the time of their joining. If the joining happens in a way that the Supplier's articles are to be regarded as the main item, it is understood that the Supplier shall transfer co-

ownership to the Purchaser on a pro rata basis; the Supplier shall store the sole property or co-property for the Purchaser.

3. The Purchaser shall reserve ownership with regard to manufacturing equipment such as models, patterns, tools, gauges, drawings, pictures, calculations etc. which the Purchaser has provided to the Supplier or which have been manufactured by the Supplier according to the Purchaser's specifications.

4. The Supplier shall be obligated to use such manufacturing equipment solely for the production of the delivery items ordered by the Purchaser unless the Purchaser had consented in writing that they may be used otherwise. Any possible servicing or inspection works as well as all maintenance and overhaul works regarding the Purchaser's manufacturing equipment shall be timely performed by the Supplier at its charge. The Supplier shall immediately notify the Purchaser of any failures. The Supplier shall have to store the Purchaser's manufacturing equipment with utmost care and to protect it against theft, loss or other damages. Should the Purchaser's manufacturing equipment get lost or be damaged, the Supplier shall have to make up for the damage, unless it can prove that the damage would have occurred even if it had duly complied with its obligation to exercise utmost diligence.

5. The Supplier shall be obligated to insure at its charge the manufacturing equipment belonging to the Purchaser at reinstatement value against damage by fire, water or theft. At the same time and even now the Supplier shall assign any claim for compensation from this insurance to the Purchaser; The Purchaser hereby accepts this assignment.

6. After having completed the order and on Purchaser's request the Supplier shall have to return the manufacturing equipment to the Purchaser at its charge. Up to that point the Supplier shall have to keep them with care and at its own charge.

## **§ 11 Assignment**

1. Without the Purchaser's prior written approval the Supplier shall not be allowed to assign all or part of its contractual claims to a third party.

For advance assignments within the scope of an extended reservation of title of Supplier's presuppliers the consent shall be deemed to be given.

2. Even if the Purchaser has given its consent to the assignment, the Purchaser shall reserve the right to offset acquired counterclaims after notification of the assignment.

## **§ 12 Commissioning of presuppliers and subcontractors**

1. The commissioning of presuppliers or subcontractors by the Supplier shall be allowed only with the Purchaser's written consent. The Supplier shall have to provide information regarding its presuppliers or subcontractors to the Purchaser upon Purchaser's respective request.

2. Even if the Purchaser has given his consent to the commissioning of presuppliers or subcontractors, the Supplier shall in any case have to assume responsibility for any fault caused by his presuppliers or subcontractors.

## **§ 13 Setoff, Retention Right, Seizure**

1. The Supplier shall not be entitled to set off against alleged claims without the explicit consent of the Purchaser, unless the claim is uncontested or recognized by declaratory judgment.

2. Any retention rights of the Supplier are excluded insofar as they are not based on the same contractual relationship. Besides, the Supplier shall be entitled to assert rights of retention only if they are uncontested or recognized by declaratory judgment.

3. If Supplier's claims against the Purchaser are seized by creditors of the Supplier, the Supplier shall be obligated to reimburse the Purchaser for the expenses hereby incurred.

## **§ 14 Non-Disclosure**

1. The Supplier shall commit to treat with the utmost discretion all information that prior to a possible business relation like for instance relating to requests for quotations or within the scope of an existing

business relation is brought to its knowledge, either by the Purchaser or by other companies of the AIS Company Group or which the Supplier otherwise gains knowledge of, and he shall commit to make it available to third parties only with the Purchaser's written declaration of consent. Furthermore, the Supplier shall undertake not to use the information itself or to utilize it otherwise. The term "information" comprises inter alia the request for a quotation and the respective content as well as all technical information and drawings, in particular 3-D-models and CAD drawings.

2. Any information, any documents and know-how provided to the Supplier shall remain the exclusive property of the Purchaser. Solely the Purchaser shall have the right to apply for industrial property rights regarding the patentable content included in the information.

3. The non-disclosure obligation shall not apply to information that at the time of its disclosure is state of the art knowledge and thus accessible to everyone or which is provably part of the Supplier's own in-house state of technology.

4. The Supplier shall have to assume full responsibility to ensure that all its staff members with access to the information comply with the non-disclosure obligation. This responsibility shall also be applicable with regard to third parties to which, based on the Purchaser's written declaration of consent, the Supplier passes on the information received.

5. The non-disclosure obligation shall remain in force even after the termination of the business contact with the Supplier. It expires if and insofar as the Purchaser itself makes the information public.

6. The Supplier shall be allowed to mention its business relation with the Purchaser to third parties only after the Purchaser has given its respective consent in writing.

## **§ 15 Data Protection**

1. The data required for business purposes shall be processed electronically by the Purchaser with due regard to the relevant legislation.

2. The Purchaser shall reserve the right to gather information from commercial credit reference agencies within the scope of sections 28 et seq. BDSG <Federal Data Protection Act> and to pass on data referring the Supplier without subjective value judgements (such as communication and billing data, data regarding its contractual performance or defective performance etc.) to those agencies. The credit reference agencies save these data in order to be able to provide information on the creditworthiness of the suppliers. Only after prior assessment and substantiation of a legitimate interest they shall pass them on to affiliated companies only.

3. For further information on the protection of data please refer to the Purchaser's homepage.

## **§ 16 CHEMICALS AND HAZARDOUS SUBSTANCES**

The Supplier shall have to comply with national, European and international laws and standards and especially with the regulation EC No. 1907/2006 (REACH), and the regulation EC 1272/2008 (CLP). If the contractual item is such substance or if it contains such substance (in a preparation/mixture, or product) which is regulated by a European regulation (e.g. REACH) or by national regulations and which exhibits hazardous properties which may occur during the handling process, the Supplier shall - prior to putting them into circulation - be obligated to unsolicitedly classify, pack up and label them according to the regulations respectively valid at the time of the delivery. With the first delivery the Supplier shall have to forward a respective safety data sheet which shall have to comply with current legal provisions and which shall have to be made out in the following languages: German, English, Polish, Czech, Romanian, French and Russian. The data sheet shall have to include the respective information on occupational safety (risk management measures from exposure scenarios) and use approvals. The safety data sheet shall have to be updated and re-sent by the Supplier following each change of the substance/the preparation/the product as well as after each revision of the safety data sheet.

The Supplier shall have to comply with all further Supplier obligations resulting from the import or putting into circulation of the substance/the preparation/the product pursuant to national or international regulations. The Supplier shall have to ensure that in case the goods/products supplied by it or their packaging contain substances which are regulated by REACH, these are registered according to REACH requirements. He shall undertake to submit the entire information and

documentation required by the regulation to the Purchaser within the deadlines specified in REACH/CLP and/or to immediately pass his pre-supplier's information on to the Purchaser. In particular, he shall have to ensure that the supplied goods/products do not contain any substances which due to statutory or other regulations are prohibited, restricted or which are subject to authorization (e.g. SVHC, GADSL, customer specifications, etc.).

## **§ 17 Compliance**

The Supplier shall be obligated not to commit a tort and to abstain from doing anything which may lead to criminal liability of anyone employed with the Supplier or any other third person for fraud or breach of trust, criminal insolvency offences, offences against competition, granting an undue advantage, accepting advantage, bribery, corruption or any other comparable offences.

In the event of a violation of this provision, the Purchaser shall be entitled to immediately withdraw from the contract and to terminate all existing legal transactions with the Supplier as well as to break off all negotiations with him.

Irrespective of the above, the Supplier shall be under the obligation to comply with all laws and regulations relevant to him and the business relation with AIS.

## **§ 18 Ethical Guideline Ethikgrundsatz**

The Supplier shall guarantee that it will observe the human rights under the Charter of the United Nations in all its companies and that in particular there will be no child labor whatsoever and no discrimination for race or ethnic background, sex, religion or ideology, for disability, age or the sexual identity nor for the affiliation to labor unions.

## **§ 19 General Provisions**

1. If insolvency proceedings are instituted against one Party's assets, the other Party shall be entitled to rescind the contract with regard to the non-performed part.
2. Unless explicitly agreed otherwise, the INCOTERMS 2010 shall be applicable for the interpretation of the international commercial terms.
3. The contract shall exclusively be governed by the laws of the Federal Republic of Germany with the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Amendments and supplements shall require a written agreement. The waiver of the requirement of written form shall be possible only by agreement in writing.
5. The place of performance for delivery and payment shall be Aschaffenburg or a place requested by the Purchaser.
6. Place of jurisdiction for any suit the Purchaser might file against the Supplier, shall be the Purchaser's company headquarters or, at the Purchaser's option, the jurisdiction at the Supplier's registered office. For suits the Supplier might file against the Purchaser, the place of jurisdiction shall be the respective company location of the Purchaser.
7. Should individual provisions of the foregoing purchase conditions or the other contractual agreements between the Parties be or become legally void, this shall not affect the validity of the remaining provisions and agreements. In such case, the provision concerned shall be replaced by a statutory provision or one which the Parties would have permissibly agreed upon in good faith and trust if they had been aware of the ineffectiveness of the provision. The same shall apply for any unintended omissions.

AIS Automotive Interior Systems Schleiz GmbH      As at: January 01, 2021