

General Terms and Conditions of Purchase of Stanztechnik und Werkzeugbau Wolfgang Loch GmbH & Co. KG

Last updated: 21/01/2025, Revision: V01

Section 1 Scope of application, form

(1) These General Terms and Conditions of Purchase (GTCP) govern all our business relationships with our Suppliers ('Supplier'). The GTCP only apply if the Supplier is a trader (Section 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

(2) Unless otherwise agreed, the GTCP shall apply in the version applicable at the time we place our purchase order or, in any case, in the version last provided in text form. In addition, the documents listed below apply as amended from time to time:

- Quality Assurance Agreement (QAA)
- Code of Conduct (CoC)
- Tool Loan Agreement

(3) Our GTCP apply exclusively. Any general terms and conditions of the Supplier deviating from, conflicting with, or supplementing our GTCP shall become part of the contract only if and to the extent that we have given our express consent to their application. This requirement to give consent shall apply in any case, for example even if we accept or pay for the Supplier's delivery without reservation in awareness of the Supplier's general terms and conditions.

(4) Any individual agreements entered into with the Supplier on a case-by-case basis (e.g. framework delivery contracts, quality assurance agreements) shall always take precedence over these GTCP. In the absence of proof to the contrary, a written contract or our written confirmation shall be authoritative with regard to the content of such agreements. In the event of any doubt, trade terms shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version applicable at the time of contract conclusion.

(5) Legally relevant declarations and notifications of the Supplier regarding the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory requirements to form and further proof, in particular in the event of doubt concerning the authority of the declaring party, remain unaffected.

Section 2 Contract conclusion

(1) Call-offs as well as changes and additions to call-offs can either be carried out in writing or via remote data transmission (RDT). Should the purchase order, including the order documents, contain obvious errors (e.g. clerical and calculation errors) or be incomplete, the Supplier shall notify us accordingly for the purpose of correction or completion prior to acceptance; the contract shall otherwise be regarded as not concluded.

(2) The Supplier undertakes to confirm our purchase order in writing within a period of five (5) working days, indicating a binding delivery date, or to process our purchase order without reservation in particular by dispatching the goods (acceptance). Call-offs via RDT must be confirmed within 24 hours. We may otherwise revoke the purchase order.

A delayed acceptance or an acceptance deviating from the purchase order shall be considered a new offer and is subject to our express acceptance.

(3) Visits or the preparation of offers, preliminary studies, samples etc. shall be free of charge for us and do not constitute an obligation for us to place an order.

Section 3 Long-term supplier declaration

At our request the Supplier shall be obligated to provide us with the supplier declaration including certificate of origin / proof of preference, as required. If a delivery is made without these documents despite a corresponding request, we may refuse acceptance.

Section 4 Delivery period and default in delivery

(1) The delivery period indicated by us in the purchase order is binding. If the delivery period is not stated in the purchase order and has also not been agreed otherwise, it shall be three (3) weeks from conclusion of the contract. The Supplier is obligated to inform us immediately and in writing if agreed delivery periods are unlikely to be met by the Supplier – for whatever reason.

(2) Deliveries of slit strip require our precise scheduling and the delivery date shall only be deemed set upon call-off. If the Supplier processes our products, the Supplier must call them off for processing in good time so that the Supplier can comply with the set delivery date.

(3) We are entitled to change the frequency of the planned deliveries or to instruct the temporary suspension of planned deliveries, whereby none of the aforementioned events shall entitle the Supplier to adjust the prices of these goods to our disadvantage.

(4) Meeting the delivery date or the delivery deadline is determined by the receipt of the goods or the provision of the service at the place of receipt or use specified by us or else timely acceptance.

(5) If the Supplier does not perform or not within the agreed delivery period or is in default, our rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions. Acceptance of a delayed delivery or performance does not constitute a waiver of any compensation claims. The provisions set out in subsection 6 remain unaffected.

(6) If the Supplier is in default, we may – in addition to further-reaching statutory claims – demand lump-sum compensation for our damage caused by default in the amount of 0.5% of the delivery value per completed calendar day, but not more than 5% per completed calendar week in total. Our right to assert further claims shall not be affected by this. The Supplier is entitled to prove that the default in delivery incurred no or less damage.

(7) Early deliveries are subject to our written consent. Over-deliveries shall only be acknowledged if confirmed by us in writing. If such acceptance is not made, we shall not be obligated to make payments for quantities of goods exceeding the delivery quantities communicated by us in the delivery specifications. Early deliveries made without our consent shall not affect the payment dates linked to the agreed delivery periods or delivery deadlines.

The above rights shall also not be excluded by the fact that delayed deliveries were previously accepted by us without reservation.

Section 5 Delivery, transfer of risk, acceptance, default in acceptance

(1) The Supplier is not authorised to have the owed performance carried out by third parties (e.g. subcontractors) without our prior written consent. The Supplier bears the procurement risk for its performance, unless otherwise agreed on a case-by-case basis (e.g. limitation of the risk to stocks).

(2) Delivery shall be made 'Delivered Duty Paid' (Incoterms 2020) to the place specified in the purchase order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office in 55743 Idar-Oberstein. The respective place of destination is also the place of performance for delivery and cure, if applicable (debt to be discharged at creditor's place of performance).

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) and our order identifier (date and number). In the event of missing or incomplete delivery notes, we shall not be responsible for any resulting delays in processing and payment.

A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

Products which come with a safety data sheet in accordance with Regulation (EC) No. 1907/2006 (REACH) must always be supplied with the most recent data sheet. The data sheet is to be enclosed with the delivery note. The Supplier shall label the delivery as specified by us.

(4) By accepting the order, the Supplier undertakes to provide ready-to-use machines with a CE marking or, in the case machines not ready to use, to enclose a manufacturer's declaration in accordance with Annex II B of the EC Machinery Directive. This also includes the enclosure of the relevant documents (e.g. technical documentation, operating instructions, risk analysis, EC Declaration of Conformity) as well as compliance with the regulations of the Equipment Safety Act.

The purchase of electric motors shall be carried out in compliance with the IEC 60034-30 standard.

(5) The risk of accidental loss and accidental deterioration of the products shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be authoritative for the transfer of risk. In all other respects, the statutory provisions for contracts on the production of works shall apply accordingly with regard to acceptance. If we are in default in acceptance, this shall be deemed equivalent to handover or acceptance.

(6) The occurrence of default in acceptance is governed by the statutory provisions. However, the Supplier must also expressly offer us its performance even if a specific or determinable calendar date has been agreed for an action or collaboration to be provided by us (e.g. provision of material). If we are in default in acceptance, the Supplier may demand reimbursement of any extra expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Supplier (customised production), the Supplier shall only be entitled to further-reaching rights if we have undertaken to collaborate and are responsible for the failure to collaborate.

Section 6 Prices and terms of payment

(1) The price stated in the purchase order is a binding fixed price stated in euros; all prices include statutory value added tax if this is not shown separately. We reserve the right to renegotiate prices for products which have generally experienced price reductions on the market. Price increases can only become effective if we have acknowledged them in writing.

(2) Unless otherwise agreed on a case-by-case basis, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all other ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) Unless otherwise agreed on a case-by-case basis, the agreed price shall be due for payment within 30 calendar days after completion of the delivery and/or services (including acceptance, if agreed) and receipt of a compliant invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% early payment discount on the net invoice amount. For payments by bank transfer, payment shall be deemed to have been made on time if our branch receives our remittance order before the payment deadline expires; we shall not be responsible for delays caused by the banks involved in the payment process.

With regard to the acceptance of early deliveries, the due date shall be determined by the agreed delivery date.

(4) Interest incurred after the due date shall not be owed by us. The statutory provisions shall govern any default in payment.

(5) Compliant invoices meet with the specifications of the German Value Added Tax Act [UStG] and include at least the following elements:

- for contracts for work and materials the respective work process code,
- delivery quantity and unit,
- our part number,
- our order number and order item,
- the price per unit and the value per item,
- terms of payment.

Suppliers with registered office outside Germany must additionally provide the following data:

- VAT identification number,
- bank details,
- swift code - suppliers in Europe must also state the IBAN.

The invoice must not be enclosed with the goods. Non-compliant invoices shall only be considered received by us from the date of correction.

(6) The provisions set out in our valid specifications for follow-on composite tools and, if applicable, in the tool loan agreement shall apply when ordering tools. Invoices must be sent in duplicate.

(7) We shall be entitled to rights of set-off and retention as well as the right to suspend performance until the other party performance to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we still hold claims arising from incomplete or faulty performance against the Supplier.

(8) The Supplier shall only have a right of set-off or retention if the counterclaims have been established by a final decision or are undisputed.

Section 7 Competitiveness

The contracting parties agree that a long-term business relationship depends largely on the Supplier's striving to offer competitive prices. The following obligations arise from this:

(1) The Supplier undertakes to implement cost-cutting and efficiency-enhancing measures that promote reduced prices. Insofar as such measures actually result in a reduction in costs, the Supplier undertakes to pass this on to us in the form of a price reduction on an appropriate pro-rata basis.

(2) The Supplier undertakes not to demand any contractual terms and conditions from us that place us in a worse position than other customers of the Supplier. This obligation is not limited to less favourable pricing, but also includes discounts, weights, delivery time, scope of warranty and services.

Section 8 Confidentiality, retention of title and third-party rights

(1) We reserve the right of ownership and copyright with regard to any illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractually agreed performance and returned to us after contract completion. The documents must not be disclosed to third parties, even after the contract is no longer in force. The confidentiality obligation shall only expire if and to the extent that the information in the provided documents becomes public knowledge. If the contracting parties have entered into a valid non-disclosure agreement, this shall take precedence.

Insofar as not yet implemented under labour law, the Supplier shall commit its employees involved in this business relationship in writing to maintain confidentiality within the meaning of this provision

and shall draw attention to the fact that this confidentiality obligation shall continue to exist even after the employment relationship has ended. The Supplier shall also ensure that any subcontractors or commissions are also committed to maintain confidentiality within the meaning of this provision.

(2) Subsection 1 shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Supplier for production activities. If they are not being processed, such items shall be stored separately at the Supplier's expense and appropriately insured against destruction and loss.

(3) We reserve the title in the goods when providing the Supplier with parts. Any processing, mixing or combining (further processing) of items provided by the Supplier is done on our behalf. If we process reserved goods together with other items in which we do not hold title, we shall acquire co-ownership of the newly created item in the ratio of the value of the items belonging to us (purchase price plus VAT) to the other items at the time of processing. The same shall apply if we further process the delivered goods, so that we are considered as the manufacturer and shall acquire title in the product at the latest upon further processing in accordance with the statutory provisions.

(4) The transfer of title in the goods to us shall be unconditional and without regard to the payment of the price. However, if in individual cases we accept an offer of transfer of title from the Supplier subject to the condition of payment of the purchase price, the Supplier's retention of title shall expire at the latest when the purchase price for the delivered goods is paid. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively, simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular expanded retention of title, transferred retention of title and the retention of title extended to further processing.

(5) It is agreed with the Supplier that title in the ordered goods shall pass to us immediately upon notice of readiness for dispatch, whereby the Supplier shall store the goods free of charge until acceptance/handover by us. The Supplier assures that the delivered goods are not encumbered by any third-party rights.

(6) In addition, the Supplier guarantees and warrants that the manufacture, processing, use or resale of the goods or services offered and delivered does not infringe any domestic or foreign industrial property rights or copyrights of third parties. The Supplier undertakes to indemnify us or our customers against claims for damages by third parties resulting from such legal relationships and to join us or our customers in any related legal dispute at its own expense.

Section 9 Quality assurance

(1) Unless otherwise set out below, the quality requirements of the regulations of the German Association of the Automotive Industry (VDA) in their currently valid version shall apply to all deliveries based on purchase orders.

(2) The prerequisite for a supply relationship between us and the Supplier is an effective quality management system which at least fulfils the respectively valid requirements set out in ISO 9001 (+IATF MAQMSR) and IATF 16949. A certification in accordance with ISO 9001 is the minimum requirement to be met. The details are set out in our Quality Assurance Agreement as amended from time to time. The Supplier shall provide the corresponding proof by participating in a certification procedure with an accredited certification company and by presenting the certificate.

(3) The Supplier shall manufacture and test the products ordered by us in accordance with the rules defined by the quality management system.

(4) If the Supplier procures materials, production or test equipment, services or other services for the manufacture or quality assurance

of its products from sub-Suppliers, it shall include the sub-suppliers in its quality management system in a contractually compliant and appropriate manner or ensure the quality of such sub-suppliers itself. In any case, the Supplier shall remain responsible for the quality of its products and services.

(5) Within the bounds of reasonability, we have the right to demand changes to the design and execution of the order/delivery item. The change must be implemented immediately, whereby the timeframe must be coordinated by us.

The Supplier undertakes to notify us immediately and in writing if the changes should give rise to any additional and/or reduced costs.

Before the Supplier makes any changes to products and production processes, relocates production sites as well as to processes or equipment for testing the products or other quality assurance measures, the Supplier shall notify us in good time so that we can assess such changes. In order to avoid risks to product quality or the supply of our end customer, the Supplier may specifically not introduce any changes without these being released by us.

(6) For products subject to documentation involving special archiving requirements (e.g. D/TLD parts), the Supplier shall maintain a system that ensures the secure storage of documents, records and samples. The type of storage must be suitable to permanently protect the documents, records and samples from damage caused by dirt, heat and water. The archiving period shall depend on the specific requirements for suppliers but shall cover a minimum period of ten (10) years.

(7) Before starting with serial deliveries, the Supplier shall present its products as part of an initial sampling procedure for production process and product release. A complete product specification forms the basis for the initial sampling. Deliveries may only be implemented using tools and processes approved by us. The release procedure for purchased parts or services relating to components is based on VDA Volume 2 'Quality Assurance of Deliveries' (PPF) and the AIAG publication on the Production Parts Acceptance Procedure (PPAP). The release of an initial sample entails release of serial delivery.

(8) The Supplier shall label all supplied products so that they can be clearly and permanently identified even from the outside of the packaging unit. In addition to the labelling stipulated in the specification, the products must be labelled with regard to at least the following criteria:

- Supplier's identification mark
- Date of manufacture of the product by the supplier
- Tool/nest number (if applicable).

Section 10 Environmental management

(1) It has been drawn to the attention of the Supplier we are certified in accordance with the DIN EN ISO 14001 environmental management system. Environmental compatibility, resource efficiency and recyclability are taken into account as decision-making criteria for the evaluation of offers. In the event that there are more resource-efficient or environmentally friendly alternatives to the products offered by the Supplier, the Supplier is required to expand its offer on its own account and at its own discretion to include these variants.

(2) Immediately after becoming aware of the facts, the Supplier shall expressly draw attention to any dangers and environmental hazards or the possible infringement of third-party rights associated with the delivered goods or the provision of the agreed service, as well as the need for special handling of the goods (in particular for storage or for reporting to the competent authorities), in its offer and in the event of new findings by the Supplier after submission of the offer in writing or in text form.

(3) The Supplier warrants to comply with all environmentally relevant laws and regulations, including in the procurement and/or manufacture of the delivery item.

(4) Suppliers are to maintain a certified environmental management system in accordance with DIN EN ISO 14001.

Section 11 Sustainability

As a result of our obligation to provide processes, products and services in a sustainable manner, Suppliers are expected to comply with our Code of Conduct or their own code, the content of which corresponds to ours, and to pass on the requirements in the supply chain.

In addition, Suppliers must strive to comply with the standards DIN EN ISO 45001 (occupational health and safety) and DIN EN ISO 50001 (energy management).

Section 12 Occupational health and safety

(1) The Supplier must comply with the recognised rules of technology, the relevant statutory and official regulations as well as the operating regulations and internal rules drawn up by us. In particular, the Supplier must observe the regulations and rules of the employers' liability insurance associations, the principles of accident prevention 'DGUV Regulation 1' and the generally recognised safety and occupational health rules. Machines and technical work equipment must be supplied with operating instructions and an EC Declaration of Conformity in accordance with the Machinery Regulation (9th Ordinance to the Product Safety Act [ProdRV]).

(2) In the event that the Supplier supplies substances that are hazardous within the meaning of the Hazardous Substances Ordinance [GefStoffV], the Supplier is obligated to provide the EC safety data sheet (Section 6 GefStoffV) prior to delivery without this requiring a separate request. The use of carcinogenic, reprotoxic and mutagenic substances (CMR substances) must generally be avoided. In the event of necessary deviations, we must be notified in writing prior to delivery/use. At this point, we would also like to draw attention to obligations for suppliers of products to provide information in accordance with Article 33 of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

Section 13 Energy management

(1) The Supplier is hereby informed that we are certified according to the energy management system DIN EN ISO 50001. Energy efficiency and energy consumption will be used as a decision criterion in the evaluation of offers. Enhancing energy efficiency is one of our strategic goals. In the event that there are more energy-efficient alternatives to the products offered by the Supplier, the Supplier is required to expand its offer on its own accord and at its own discretion to include these variants.

(2) If the Supplier requires energy to carry out work on our premises, the Supplier must always use the provided energy with due care and avoid any negligent use. Our company guidelines displayed on the premises are available to all employees and persons working on our behalf.

Section 14 Information security

Our aim is to protect the Supplier and all other business partners from the dangers, threats and misuse related to data and information and thus avoid economic damage. For this reason, proof of an information security management system (DIN EN ISO/IEC 27001 or comparable) is generally required and certification in accordance with TISAX must be sought.

Section 15 Rights in the event of defects

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including improper and underdelivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the Supplier, unless otherwise specified in the following.

(2) The Supplier warrants the use of the best material suitable for the purpose, proper and professional execution taking into account the current state of science and technology, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional organisations.

The products supplied to us and the manufacturing processes used must comply with all legal and safety requirements for restricted toxic and hazardous substances.

Irrespective of this, the Supplier must carry out constant checks of the quality of the delivery items and document the inspection results in writing. The contracting parties shall inform each other about potential quality improvement measures.

(3) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which – in particular by designation or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality of the products. It makes no difference whether the product description originates from us, the Supplier or the manufacturer.

(4) Where goods with digital elements or other digital content are involved, the Supplier shall be responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with subsections 2 and 3 or other product descriptions of the manufacturer or on behalf of the manufacturer, in particular on the internet, in advertisements or on the product label.

(5) We are not obligated to inspect the goods or make special enquiries about any defects upon conclusion of the contract and/or receipt of the goods. In partial deviation from Section 442 (1) Sentence 2 BGB, we shall also be entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract and/or receipt of the goods due to gross negligence.

In addition, we shall also be entitled to withdraw from the contract and claim damages in lieu of performance in the event of only insignificant deviation from the agreed quality or only an only insignificantly restricted usability.

(6) The statutory provisions (Sections 377, 381 German Commercial Code [HGB]) shall govern the commercial law obligation to inspect and give notice of defects subject to the following proviso:

Our obligation to inspect is limited to defects which are discovered within the scope of our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and underdelivery) or which are recognisable during our quality control in the random sampling procedure. If the inspection of the Supplier's performance requires the products to be commissioned or commissioned for test purposes, acceptance shall only take place after successful completion of the tests. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects detected as a later point remains unaffected. Notwithstanding our obligation to inspect, our complaint (notice of defects) shall in any case be deemed to be immediate and timely if it is sent within ten (10) working days of discovery or, in the case of obvious defects, of delivery. The date on which the notice of defects is sent to the Supplier

shall be authoritative for meeting the deadline. This means that the Supplier waives the defence of late notice of detected defects in this context.

(7) Cure shall also include the removal of the defective goods and reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and cure even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or grossly negligently failed to recognise that there was no defect.

(8) Notwithstanding our statutory rights and the provisions set out in subsection 7, the following shall apply: If the Supplier does not fulfil its obligation to provide cure – at our discretion by remedying the defect (rework) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If the Supplier has failed to provide cure or if this is unreasonable for us (e.g. due to particular urgency, threat to operational safety or imminent occurrence of disproportionate damage/loss) the setting of a deadline is not required; we shall notify the Supplier of such circumstances immediately, if possible in advance.

(9) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 16 Supplier recourse

(1) In addition to our claims for defects, we shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction. We are in particular entitled to demand precisely such kind of cure (rework or replacement delivery) from the Supplier that we owe our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) is not restricted by this.

(2) Prior to acknowledging or fulfilling a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB), we shall notify the Supplier, briefly explaining the facts of the case, and request a written statement. If the Supplier does not provide a substantiated statement within a reasonable period and no amicable solution is reached, the claim for defects asserted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing proof to the contrary.

(3) Our claims arising from Supplier recourse shall also apply if the defective goods have been further processed by us or another trader, e.g. have been installed in another product.

Section 17 Producer liability

(1) If the Supplier is responsible for damage to a product, the Supplier shall indemnify us against third-party claims to the extent that the cause of such damage lies within the Supplier's sphere of control and organisation and provided that the Supplier is liable itself on the basis of the external relationship between the parties.

(2) Within the scope of its obligation to indemnify, the Supplier shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including any recalls carried out by us. We shall inform the Supplier of the content and scope of recall measures – to the extent possible and reasonable – and give the Supplier opportunity to comment. Further-reaching legal claims remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a lump sum cover of at least five (5) million euros per personal injury/property damage and recall cost insurance with a cover of at least two (2) million euros. At our request, corresponding proof that such insurance has been concluded or is in force must be provided to us. Insurance cover must also extend to damage abroad. We must be informed immediately of any exclusions to insurance cover in USA/Canada.

Section 18 Tools

(1) Tools provided by us to the Supplier are and remain our property. They are loaned to the Supplier solely for the purpose of fulfilling delivery orders.

(2) If the tools are manufactured by the Supplier on our behalf or procured from a third party, title shall pass to us upon the payment of the first instalment to the Supplier or in the event of tools manufactured by a third party upon receipt by the Supplier. The handover of the tools is replaced by the supplier storing the tools for us free of charge until they are handed over to us. We expressly object to any conflicting contractual clauses on part of the Supplier.

(3) The Supplier must provide the tools with permanent labels so that they can be recognised as our property at any time.

(4) The Supplier shall be responsible for the maintenance and repair of the tools. It shall bear all costs incurred in this context. Any damage must be rectified in good time so that defects in the parts to be manufactured or failure to meet delivery deadlines is definitely excluded.

(5) If necessary due to wear and tear, the Supplier shall replace the tools in good time after consultation with us. The Supplier shall bear the costs for the replacement of a tool if

- the tool has been lost or
- the tool has become unusable due to circumstances for which the Supplier is responsible.

Title in any newly procured or newly manufactured tools as set out above shall be transferred to us by the Supplier. We hereby accept the transfer of title. The replacement tools shall become the subject of this contract.

(6) In order to meet the demand for spare parts, the Supplier shall store the tools free of charge for at least fifteen (15) years after serial production of the parts manufactured with use of the tools ends and shall maintain the tools in a condition ready for use at all times. We will inform you in writing about the end of the storage period. In any case, scrapping or any other disposal of the tools requires our prior written consent, even after the end of serial production.

(7) The tools may only be used to carry out our purchase orders. Any further use is subject to our prior express written consent. The relocation of tools to other production sites and any transfer to third parties requires our prior written consent.

(8) Unless expressly agreed otherwise, the Supplier shall bear the costs of transport, packaging and transport insurance in connection with the sampling, delivery and return of the tools.

(9) The Supplier shall insure the tools at replacement value against fire, theft and water damage. Proof of insurance cover must be provided on request.

(10) Any damage to the tools must be reported to us immediately and in writing. Claims for damages against third parties must be assigned to us.

(11) We shall be entitled to demand the return of individual or all tools provided to the Supplier without stating reasons. The Supplier shall be granted a reasonable period of time to return the tools in order to fulfil outstanding purchase orders.

(12) We shall be entitled to demand the immediate return of the tools if the Supplier is unable to ensure the requested deliveries in terms of quality, quantity and deadline and we are entitled to terminate or withdraw from delivery orders for these reasons.

(13) If a valid tool loan agreement has been concluded between the contracting parties, this shall take precedence.

Section 19 Force Majeure

Any delay or default by either party in the performance of its obligations hereunder shall be considered excused if the Supplier is unable to manufacture, sell or deliver the goods and services covered by this contract or if we are unable to receive, purchase or use such deliveries as a result of an event beyond the reasonable control of the respective parties and occurring without their fault or negligence, such as (but not limited to) cases of force majeure, government measures (regardless of their legality), fires, floods, storms, explosions, riots, natural disasters, wars, sabotage, lack of work and transport equipment.

This, however, is subject to the condition that the party affected gives written notice of such delay (stating the expected duration of the delay) to the other party as soon as possible after the occurrence of the event. For the duration of any such delay or default on part of the Supplier in the fulfilment of its obligations under this contract, we shall be entitled to postpone the acceptance period, to procure the relevant goods from a third party at our discretion and to reduce the quantity ordered from the Supplier by an equal quantity without incurring any liability towards the Supplier, or to require the Supplier to procure the relevant goods from other sources in the quantity and on the date requested by us at the contractually agreed prices. If this is not possible or if our interest in the performance is significantly reduced after a reasonable deadline for performance has been set to no avail, we are entitled to withdraw from the contract in whole or in part.

Section 20 Limitation period

(1) In accordance with the statutory provisions, the reciprocal claims of the contracting parties shall lapse, unless otherwise stipulated below.

(2) Other than set out in Section 438 (1) No. 3 BGB, the general limitation period for claims for defects shall be three (3) years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for surrender (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall not lapse as long as the third party can still assert the right against us – in particular in the absence of a limitation period.

(3) The limitation periods applicable under the law on sales, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under the law on sales results in a longer limitation period in individual cases.

(4) Insofar as a repair is carried out within the scope of cure, the period shall commence upon acceptance of the cured performance. Such recommencement of the limitation period shall, however, only apply in the event that rework is carried out on the basis of a justified request for cure.

In the event of cure, the limitation period shall commence upon complete fulfilment. This shall not apply if the Supplier has demonstrably provided cure as a gesture of goodwill.

Section 21 Data privacy policy

(1) Controller in accordance with Section 3 (7) of the German Federal Data Protection Act [BDSG] is WOLFGANG LOCH GmbH & Co. KG, represented by the management board of WOLFGANG LOCH Verwaltungs-GmbH: Marius Loch, Industriestraße 10+13, 55743 Idar-Oberstein, Phone: 0049 (0)6784 902 0

Data protection officer of WOLFGANG LOCH GmbH & Co. KG:
Vidano GmbH, Sulzbachtalstraße 128, 66125 Saarbrücken
Ms Bianca Bach
Phone: 0049 (0)6897 93 9210
Email: bach@vidano.de

(2) Personal data is collected, stored, modified, transmitted or used by us insofar as this is necessary to process the contracts with the Supplier (the legal basis for this is Art. 6 (1) Sentence 1 lit. f GDPR). The data collected in this context will be erased as soon as storage is no longer required, or processing will be restricted if any statutory retention obligations must be complied with. Within the scope of the fulfilment and execution of the contractual relationship, any service providers used by us (e.g. shipping companies, transport companies, logistics companies, credit institutions, payment service providers) shall receive the data to the extent necessary for the fulfilment and execution of the contractual relationship and for the processing of payments. The service providers may use the data passed on to them only for the purpose of fulfilling their respective tasks.

The Supplier will use personal data exclusively for the implementation of the contract with us and is obligated to comply with the relevant data protection regulations. In the event of a breach of data protection provisions, we shall have the right to terminate the contract with immediate effect for the Supplier. The Supplier is aware that in accordance with Art. 83 of the EU General Data Protection Regulation, a fine of up to 20 million euros or up to 4% of the total annual turnover achieved worldwide in the previous financial year can be imposed in the event of a data protection breach.

(3) Data subjects have the following rights in the context of the processing of personal data:

- Right of access,
- Right to rectification or erasure,
- Right to restriction of processing,
- Right to object to processing,
- Right to data portability.

In addition, they also have the right to launch a complaint on the processing of personal data to a data protection supervisory authority.

Section 22 Choice of law and place of jurisdiction

(1) These GTCP and the contractual relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is expressly excluded.

(2) If the Supplier is a merchant within the meaning of the German Commercial Code [HGB], a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Idar-Oberstein; this shall also apply to international business relationships. The same shall apply if the Supplier is a trader within the meaning of Section 14 BGB. In all cases we shall, however, also be entitled to take legal action at the place of performance of the delivery commitment in accordance with these GTCP or an overriding separate agreement or at the Supplier's general place of jurisdiction. Overriding statutory provisions,

in particular regarding exclusive jurisdiction, shall remain unaffected.

Section 23 Final provisions

(1) Amendments to the contractual relationship must be made in writing. This also applies to the cancellation of this written form requirement. The contractual language is German. If the contracting parties use another language, the German wording shall take precedence.

(2) Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

(3) Should a provision of these GTCP be invalid under mandatory law, we and the Supplier shall be obligated to enter into such additions to the contract and to make such declarations towards third parties or authorities as necessary to ensure the continued effectiveness of the regulation concerned and, if this is not possible, the economic substance of the regulation.