

General Terms and Conditions of Purchase

1. Scope of Application

(1) Our purchasing terms and conditions apply to all current and future business transactions with the supplier or other contractors (hereinafter collectively referred to as the "Supplier"). Suppliers in this sense are exclusively entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

(2) Our purchasing terms and conditions apply in the version currently in force. The currently applicable version will be transmitted by us to the Supplier in the event of changes to the conditions.

(3) At our request, the Supplier shall also deliver products under the conditions set forth herein to companies affiliated with us within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter "SEBN Sites"). Orders placed by an affiliated company establish an independent contractual relationship existing exclusively between the Supplier and the affiliated company. We are not responsible for and shall not be liable for the obligations of the affiliated company.

(4) Our purchasing terms and conditions shall also apply if, in knowledge of conflicting or deviating terms of the Supplier, we accept the Supplier's delivery without reservation. They shall also apply if the Supplier, in particular when accepting the order or in the order confirmation, refers to its own terms and conditions, unless we have expressly agreed to them in writing.

2. Order and Revocation

(1) Supply contracts (order and acceptance) as well as call-offs shall only be deemed placed once they have been drawn up by us in writing and signed. Orders placed orally or by telephone shall only be binding on us if we have confirmed them by subsequently sending a written order. Call-offs may also be made by electronic data transmission, in particular EDI or fax. Any drawings specified by us in individual cases, including tolerance specifications, shall be binding. By accepting the order, the Supplier acknowledges that it has informed itself, by inspecting the available plans, about the nature of the execution and the scope of performance. In the event of obvious errors, typographical errors or calculation errors in the documents, drawings and plans submitted by us, we shall not be bound. The Supplier is obliged to inform us of such errors without undue delay so that our order can be corrected and reissued. This also applies in the event of missing documents or drawings.

(2) We may revoke the order if the Supplier has not accepted it in writing within two weeks of receipt of the order placement by us.

(3) Call-offs shall be deemed bindingly agreed if the Supplier does not object in writing within 3 days. Within the framework of call-off contracts, we reserve the right to adjust dates and quantities at any time to our actual requirements. The Supplier will be informed thereof in due time.

3. Prices and Payment Terms

(1) The price stated in the order is binding unless the Supplier generally reduces its relevant prices. Prices are net, plus applicable statutory VAT.

(2) Unless otherwise agreed, the price includes all services and ancillary services, such as delivery and packaging. If, exceptionally, otherwise agreed, the packaging shall be charged at cost price. The Supplier shall choose the packaging specified by us and ensure that the goods are protected against damage by the packaging. In the event of return shipments, at least two thirds of the value charged shall be credited.

(3) Unless otherwise agreed, payment shall be made 30 days after complete receipt of the defect-free goods and/or complete defect-free performance and after receipt of a proper and verifiable invoice. This applies accordingly to partial deliveries. Delays caused by incorrect or incomplete invoices shall not affect any cash discount periods.

If a cash discount is granted, payment shall be made:

- up to 25 days less 3% cash discount, or
- within 90 days net.

(4) If, exceptionally, we make an advance payment prior to receipt of delivery, the Supplier undertakes to provide security in the form of a self-contained bank guarantee in the amount of the advance payment made (including VAT). The Supplier shall bear the costs of providing such security.

(5) Invoices, delivery notes and packing slips must be enclosed separately with each delivery, in four copies. These documents must contain:

- order number
- quantity and unit of quantity
- gross, net and, if applicable, chargeable weight
- item description with our item number
- remaining quantity in the case of partial deliveries
- unit price, total price and currency
- country of origin (preferential origin).

4. Delivery, Shipping Clauses, Customs

(1) Deliveries shall be handled in accordance with our instructions. The Supplier shall make the goods available in good time, taking into account the usual time for loading and shipment.

(2) If the products are not shipped in accordance with our logistical instructions and requirements, the Supplier is obliged to compensate and/or reimburse us for all costs, damages and expenses.

(3) All trade clauses shall be governed by the INCOTERMS version valid at the time the contract is concluded.

(4) The Supplier shall bear the procurement risk for its services.

(5) For freight shipments, a shipping notification must be transmitted to us separately on the day of dispatch.

(6) Supply to SEBN Sites Slovakia, Poland, Germany, Spain:

We only accept deliveries that are in free circulation under EU customs law (no bonded goods). If we carry out import clearance, the Supplier shall assume all costs incurred, including import duties. The Supplier also undertakes to obtain and/or provide all necessary documents for import clearance by us. The Supplier is obliged to provide proof of origin for the goods to be delivered.

The Supplier shall issue an annual supplier's declaration. The Supplier undertakes, if necessary, to prove the accuracy of its supplier's declaration by providing an information sheet and to compensate us for any damage we incur due to an incorrect supplier's declaration.

In the case of an initial supply, the supplier's declaration must be available before the date of the first delivery. Changes of origin must be notified to us in writing without undue delay.

(7) Supply to SEBN Sites outside the European Community:

In order to be able to claim customs advantages in the respective destination countries, the corresponding documents (EUR.1, declaration of origin, etc.) are mandatory for all deliveries to our sites outside the European Community. If issuance is not possible, the "non-eligibility for preference" must be clearly stated on the invoices.

(8) The Supplier shall support us in keeping customs costs as low as possible. The Supplier shall be liable for all damages incurred by us that are attributable to the Supplier's non-compliance with paragraphs (3) to (5).

(9) The Supplier is not entitled, without our prior written consent, to have the service owed by it performed by third parties.

5. Delivery Time, Delay in Delivery

(1) The agreed delivery periods and dates are binding. Delivery periods commence on the date of the order or call-off. Timely delivery depends on receipt at the place of delivery specified by us. For timely delivery of deliveries involving installation or assembly as well as of services, acceptance is decisive. If no place of delivery is specified in the order, the place of delivery is the registered office of the ordering SEBN Site.

(2) If delays are to be expected, the Supplier must inform us thereof in writing without undue delay and obtain our decision as to whether the order is to be maintained.

(3) The occurrence of default shall be determined in accordance with the statutory provisions. The Supplier is obliged to compensate us for the damage caused by delay.

(4) We are neither obliged to accept partial deliveries and excess deliveries that have not been agreed nor to accept delivery before the delivery date.

6. Quality

(1) The Supplier is obliged to comply with our quality guideline (available at <https://www.sebn.com/lieferantenportal/>) in the version currently in force. The currently applicable version will be transmitted by us to the Supplier in the event of changes.

(2) The products must comply with the technical specifications, drawings, samples and descriptions and otherwise fulfill the intended contractual purpose, be new and state of the art. Furthermore, the products must be delivered free of material defects and defects of title.

(3) The Supplier undertakes the obligation that the goods, including presentation and labeling, correspond to our specifications. Our order and/or our contract shall be executed properly and professionally in accordance with the respective state of the art.

(4) The Supplier shall carry out an outgoing inspection of the products to ensure compliance with our quality standards and document this in detail. This documentation shall be made available to us upon request.

7. No Exclusivity

We are entitled to procure the contractual products as well as comparable products, trades or services also from third parties or internally within the company.

8. Force Majeure

War, civil war, export restrictions and/or trade restrictions due to a change in political circumstances as well as strikes, lockouts, operational disruptions, operational restrictions and similar events that make performance of the contract impossible or unreasonable for us shall be deemed force majeure and shall release us from the obligation of timely acceptance for the duration of their existence. Claims of the Supplier to consideration as well as to damages are excluded in these cases. If transport is impeded, the Supplier shall properly store the products at its own cost and risk until takeover by or for us. The contractual partners are obliged to notify each other without undue delay of the existence of force majeure and to adjust their obligations to the changed circumstances in good faith.

9. Inspection for Defects and Warranty for Defects

(1) We are obliged to inspect the products for any quality or quantity deviations and to notify the Supplier in writing of any defects, insofar as they are identified under the circumstances of an orderly business operation, within a reasonable period. In this respect, the Supplier waives the objection of late notice of defects.

(2) Deviating from Section 442 (1) sentence 2 BGB, we shall also be entitled to defect claims without restriction even if we were unaware of the defect at the time of conclusion of the contract due to gross negligence.

(3) We shall be entitled to statutory defect claims without reduction.

(4) In the event of delivery of defective products, the Supplier shall be given the opportunity, at our option, to remedy the defect or to deliver a replacement. We are entitled to return defective products at the Supplier's cost and risk. If defective products are not returned immediately, this shall not constitute acceptance.

(5) The Supplier shall bear the expenses necessary for the purpose of remedying the defect and/or subsequent performance, in particular transport, travel, labor and material costs, as well as removal and installation costs.

(6) If the Supplier cannot carry out the remedy and/or subsequent performance, does not comply without undue delay with a request to remedy and/or subsequently perform despite a request and deadline, refuses remedy and/or subsequent performance, or if remedy and/or subsequent performance fails, we are entitled to reduce the price of the products, return the products at the Supplier's risk, and procure replacement elsewhere. Without prejudice to our statutory rights, the following applies: If the Supplier does not fulfill its obligation of subsequent performance within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses from the Supplier and/or an appropriate advance payment.

(7) The right to damage, in particular damages in lieu of performance, is expressly reserved.

(8) For the product manufactured by the Supplier and/or for the order executed by it, the warranty shall end upon expiry of 24 (twenty-four) months from initial vehicle registration or installation of spare parts, but at the latest upon expiry of 36 (thirty-six) months after transfer of risk.

10. Indemnification, for Product Liability

(1) Insofar as the Supplier is responsible for product damage—especially due to a violation of the Product Liability Act and an associated recall campaign or other customer satisfaction and remedial measures—, for personal injury (including death) of a natural person, or for a violation by the products of applicable law, regulations, statutory provisions, governmental safety

requirements, industry standards and ordinances, it is obliged to indemnify us against third-party claims for damages upon first demand to the extent that the cause lies within its sphere of control and organization and it is itself liable externally.

(2) At our discretion, we may participate, with our own legal counsel at the Supplier's expense, in the defense against claims asserted by third parties against the Supplier that also affect us. In this case, the Supplier shall additionally provide us, within reasonable limits, with all necessary information and support.

(3) Within the scope of its liability for damage cases within the meaning of paragraph (1), the Supplier is also obliged to reimburse any expenses pursuant to Sections 683, 670 BGB and pursuant to Sections 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We will inform the Supplier, insofar as possible and reasonable, about the content and scope of recall measures to be carried out and give it an opportunity to comment. Other statutory claims remain unaffected.

11. Supplier Recourse

(1) If we are obliged to take back goods manufactured and/or sold by us as a result of the defectiveness of the products supplied by the Supplier, or if the purchase price is reduced for this reason, or if we are otherwise held liable for this reason, we reserve the right of recourse against the Supplier, whereby our defect rights do not require any otherwise necessary setting of a deadline.

(2) Our claims from supplier recourse also apply if the defective products were processed further by us or another entrepreneur, e.g., by installation into another product.

(3) The limitation period for this recourse claim begins at the time we have satisfied the OEM's subsequent performance claim.

(4) Before fulfilling warranty claims asserted against us, we will ask the Supplier for a statement with a brief written description of the facts. If no substantiated statement is made within a reasonable period and no amicable solution is reached, the defect claim actually granted by us shall be deemed to have been owed to our customer. In this case, the burden of proving otherwise lies with the Supplier.

12. Assignment of Receivables, Set Off and Rights of Retention

(1) The Supplier is not entitled, without our prior written consent, to assign its receivables against us or to have them collected by third parties. In the event of extended retention of title, consent shall be deemed granted.

If the Supplier assigns its receivable against us to a third-party contrary to sentence 1 without our consent, the assignment shall nevertheless be effective. However, we may, at our option, make payment with discharging effect to the Supplier or the third party.

(2) We are entitled to assign our rights and obligations as a whole or in part to an affiliated company.

(3) Rights of set-off and retention shall be available to us to a statutory extent.

(4) Rights of refusal of performance and rights of retention of the Supplier are excluded. This does not apply if the Supplier's counterclaims are undisputed, finally adjudicated or acknowledged.

13. Provision of Materials, Retention of Title

(1) If we provide parts to the Supplier, we reserve title thereto. Processing and transformation by the Supplier shall be carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) Parts provided by us must be stored separately and must be labeled as our property and may only be used for our orders. The Supplier shall keep these items in custody for us; the purchase price includes custody costs. The Supplier shall adequately insure the items kept in custody for us and maintain the insurance for the duration of the business relationship.

(3) Manufacturing equipment such as drawings, tools, samples, models, printing templates, gauges, trademarks and presentations, or similar items, that are provided by us or manufactured on our behalf shall remain our property and may not be sold, pledged or passed on to third parties without our express written approval. They must be secured against unauthorized inspection or use. Subject to different agreements in individual cases, they must be returned to us immediately upon completion of the order without special request.

(4) Items that we have developed or further developed in cooperation with the Supplier may only be delivered to us.

14. Confidentiality

The Supplier is obliged to treat our business relationship and all related commercial and technical details as confidential, in particular drawings, technical specifications, development, research and planning data, designs, sketches, industrial property rights, personal data, customer drawings and specifications, customer and supplier data, prices, and reactions to offers.

15. Intellectual Property Rights

(1) The Supplier warrants that no third-party rights in Germany or abroad are infringed in connection with its delivery and its use.

(2) If we are claimed against by third parties due to an infringement of such intellectual property rights, the Supplier is obliged to indemnify us against these claims upon first written request; we are not entitled to enter into any agreements with the third party without the Supplier's consent, in particular to conclude a settlement. The obligation to indemnify shall not apply insofar as the Supplier can prove that it is neither responsible for the infringement nor could have known of it at the time of delivery when exercising commercial due care.

(3) The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.

(4) The limitation period for these claims is 10 (ten) years, beginning with the conclusion of the respective contract.

16. Insurance

(1) The Supplier shall take out product liability insurance with a flat-rate coverage sum of at least EUR 10 million per personal injury or property damage and is obliged to maintain it throughout the entire term of the business relationship.

(2) The Supplier shall notify changes to the coverage sum in good time before they take effect.

17. Advertising

The Supplier may advertise the business relationship with us, e.g., by naming us as a reference customer, only with our prior written consent.

18. Compliance

(1) The Supplier is obliged not to commit any acts or omissions that could lead to criminal liability for fraud or breach of trust, insolvency offenses, offenses against competition, granting benefits, acceptance of benefits, bribery, corruption, or comparable offenses by persons employed by the Supplier or other third parties. In the event of a breach, we shall have the right to withdraw from and/or terminate without notice all legal transactions existing with the Supplier and to discontinue all negotiations. Without

prejudice to the foregoing, the Supplier is obliged to comply with all laws and regulations affecting it and the business relationship with us.

(2) The Supplier is obliged to comply with our Code of Conduct for Business Partners (available at <https://www.sebn.com/lieferantenportal/>).

(3) We prepare sustainability reporting and may also be required to cooperate in the sustainability reporting of our customers. The Supplier undertakes to support us in fulfilling these obligations. This includes in particular, but not limited to:

a) the timely provision of correct, complete and verifiable data and information on sustainability aspects, including environmental, social and governance (ESG) criteria.

b) responding to inquiries on sustainability-related topics within a reasonable period.

c) cooperation in necessary audits or evidence required to meet sustainability requirements.

d) providing information on its own supply chains and sustainability measures.

(4) The Supplier assures that the information and data provided by it have been collected to the best of its knowledge and belief and comply with the applicable statutory and regulatory requirements.

19. General Provisions

(1) Should one or more provisions of these purchasing terms and conditions be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected thereby. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision. The same applies to any contractual gaps.

(2) Amendments to these purchasing terms and conditions are only valid if agreed in writing. The same applies to any amendment of this written form requirement.

(3) All legal relations between the Supplier and us shall be governed by German law, even if the Supplier has its registered office abroad, excluding the laws on the international sale of movable goods (CISG).

(4) Exclusive place of jurisdiction is Braunschweig.

(5) Place of performance for all obligations of both parties is the respective ordering or calling-off SEBN Site.