

## General Terms and Conditions of Purchase 2020

### Section 1 Orders

1. We shall place orders exclusively subject to these General Terms and Conditions of Purchase. Deviating terms and conditions of the supplier shall not be binding for us, even if we do not expressly object to them and accept the goods without objection in knowledge of such terms and conditions.
2. We shall be entitled to cancel our orders if they have not been accepted within two weeks of dispatch.
3. Any changes and additions to the orders of the contract, in particular of the delivery item, as well as all side agreements shall require our written confirmation.
4. In the case of an advance order placed verbally or by telex, the contract shall only be concluded with the content resulting from our subsequent order in accordance with the form. For blanket orders, the respective delivery schedule is part of the order.
5. If the order is accepted, we expect prompt confirmation detailing the price and delivery time. If the supplier fails to respond within 48 hours of receipt of an order, the order shall be deemed to be accepted and confirmed.
6. Our General Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.
7. Delivery dates and delivery quantities in delivery schedules are binding for a period of 4 weeks, beyond that these values are only used as forecast figures. No liability is assumed with regard to material/personnel costs for changes after 6 weeks. The planning takes place in a rolling 6 week cycle.
8. Within the scope of what is reasonable for the supplier, the purchaser may make changes to the construction and design of the delivery item. The effects of such changes, in particular with regard to additional and reduced costs and delivery dates, are to be settled amicably in a reasonable manner.

### Section 2 Delivery dates

1. The delivery dates indicated in the orders/delivery schedules are fixed dates.
2. We shall be entitled to the full statutory rights in the event of non-compliance with agreed delivery dates/performance dates or delivery/performance defaults.
3. The supplier shall inform us immediately of any impending delays in delivery as well as their duration and cause. The notification does not prevent the occurrence of the default.
4. Premature partial deliveries shall only be permissible with our prior written consent and are not considered as fulfillment.
5. 15. Should any doubts with regard to the supplier's ability or willingness to deliver arise prior to or subsequent to the due date, particularly if the supplier already now announces that it is unable or unwilling to deliver on time, and if we have an urgent interest in clarifying the issue, we may set the supplier a deadline before or after the due date for the declaration of its ability or willingness to perform and, if necessary, for providing proof of its ability or willingness to perform. After the unsuccessful expiration of this deadline, we shall be entitled to withdraw from the contract pursuant to Section 323 of the BGB [German Civil Code] and/or file a claim for damages or damages in lieu of performance pursuant to Sections 280, 281 of the BGB. Any further claims shall remain unaffected.
6. In the event of a delivery default, WEISS Automotive GmbH shall be entitled to claim a lump-sum default compensation in the amount of 1% of the delivery value per completed week, but not more than 10%; the right to further legal claims (withdrawal or damages) is reserved.

### Section 3 Deliveries

1. Each delivery must be accompanied by a delivery note indicating the details of the order.
2. The deliveries shall include free delivery to the place of receipt, at the expense and risk of the supplier.
3. The delivery shall be effected with freight prepaid and free of any charges to our works. Any shipments for which freight costs are not principally agreed on upon delivery shall always be shipped to us using the most inexpensive shipping method. We only accept deliveries of merchandise delivered by vehicle from Monday to Friday from 07:00 a.m. to 04:30 p.m. We shall not pay any reimbursement for packaging costs.
4. We shall not acknowledge any additional costs arising from non-compliance with our regulations, as well as expenses for carriage etc. at the place of dispatch.
5. By accepting the order, we request you to comply with the legal and official requirements applicable to production and delivery.
6. Qualitative incoming goods inspections are performed at Weiss only in the form of spot checks. The Supplier will be informed of defects immediately. Through the use of a skip-lot system,

delivered products of the supplier can also be provided without a qualitative inspection of the production. In addition, Weiss will immediately inform the Supplier about any defects in their parts which were recognised during the further processing.

With regard to the quality assurance obligations assumed by the supplier, Weiss's obligations to examine and give notice of defects in accordance with Section 377 of the HGB [German Commercial Code] shall be reduced (random sample inspection). In this respect, the supplier waives the right of objection due to a belated notification of defects in case of defects detected later.

#### Works Test Certificate

If any D property relates to the raw material, the Supplier will prepare a works test certificate according to DIN EN 10204 3.1. This certificate must be archived according to VDA Volume 1 and presented to Weiss on request. If relevant, such a works test certificate is in every case to be part of the initial sample test report. For adhesives and chemicals, a works test certificate in accordance with DIN EN 10204 3.1 is to be issued for each production batch and provided together with the delivery.

### Section 4 Prices

-The prices are quoted with free delivery to the place of receipt, including packaging and insurance.  
- Negotiated and agreed series prices shall be valid for the whole series and will be continued in the spare parts business for another 3 years after EOP.

### Section 5 Invoices

1. Invoices must include the number of our order, otherwise they shall be deemed not to have been issued.
2. In the case of "free domicile" deliveries, the invoice may only be issued on the date of delivery.
3. In the case of partial deliveries, the invoice is only to be issued after receipt of the entire quantity.
4. For international transactions, the invoice shall indicate that the delivered merchandise consists of products originating in the EU within the meaning of the definition of the protocols no. 3 pursuant to the treaty between the EEC and EFTA countries. If this is the case, an explicit note must be made.

### Section 6 Payment

1. We shall effect payment pursuant to the agreed-on terms of payment upon receipt of the merchandise and receipt of the proper invoice. The day of receipt of the invoice and not the invoice date shall be decisive for the payment date.
2. The timeliness of the payment shall be determined according to its dispatch.
3. In case of any notices of defect, we shall be entitled to postpone payment by a reasonable amount until the issue is fully clarified.
4. The supplier may not withhold the delivery of goods in the event of a payment stop by Weiss, but must deliver in accordance with orders until the facts of the case have been clarified. In the event of a delivery stop, the supplier shall be liable for any production problems at Weiss as well as any resulting problems at the customer.
5. The supplier may not transfer any claims to third parties without the written consent of WEISS Automotive GmbH (assignment/factoring). This approval must be granted by the management of WEISS Automotive GmbH.

### Section 7 Offsetting, right of retention

1. The supplier shall only be entitled to offsetting if this is based on counterclaims that have been declared in writing as undisputed or have been legally established. The supplier shall be entitled to retain merchandise subject to the same requirements, provided that the right of retention is based on the same contractual relationship.
2. We shall be entitled to offset any and all claims arising for any legal reason, including claims from bills of exchange and cheques, against all claims of the supplier, even if the due date of the claim is different.

### Section 8 Quality and documentation

1. The supplier guarantees that their deliveries comply with the recognised rules of technology, safety and other regulations, the statutory provisions, in particular the CE conformity regulations, the agreed technical specifications (including DIN standards) and the guaranteed properties. Changes to the delivery item require our prior consent. Furthermore, the

following shall apply: VDA list of banned substances and list of declarable substances.

With regard to the initial sample inspection, we hereby refer the reader to VDA volume "Sicherung der Qualität von Lieferungen in der Automobilindustrie - Lieferantenauswahl/Produktionsprozess- und Produktionsfreigabe/Qualitätsleistung in der Serie" [submission documents and parts according to the current edition VDA 2, Level 3, if PPAP required use the actual PPAP Rules for Level 3], Volume 2 Sicherung der Qualität von Lieferungen Produktionsprozess- und Produktfreigabe PPF überarbeitete Auflage, November 2012. Only after the purchaser has accepted the samples may series delivery begin. Notwithstanding the foregoing, the supplier shall inspect the quality of the delivery items on an ongoing basis. The contractual partners shall inform each other about the possibility of quality improvement.

2. If the type and scope of the inspections as well as the test equipment methods have not been firmly agreed between the supplier and the purchaser, the purchaser shall be prepared to discuss the tests with the supplier in order to determine the state of the art in test technology at the supplier's request, taking into consideration the supplier's knowledge, experience and capabilities. The purchaser shall furthermore inform the supplier of the relevant safety regulations upon request.
3. With regard to the technical documents or motor vehicle parts specially marked with a "D" by separate agreement, the supplier must also document in special records when, in what way and by whom the delivery items have been inspected with regard to the features requiring documentation and what results the required quality tests have produced. The inspection documents must be kept for 10 years and presented to the purchaser if required. The supplier must place upstream suppliers under the same obligation to the same extent within the scope of the legal possibilities. As a guide, we refer the reader to the VDA volume "Nachweisführung-Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen", Frankfurt am Main 1998.
4. Weiss must be notified of the imminent expiry of a certificate without planned recertification at least three months before the expiry date. New certificates are to be sent to the supplied Weiss without a special request being required for this. Withdrawal of a certificate shall be reported immediately.
5. The processes required to manufacture the products, as well as the

materials used for this purpose must comply with the generally accepted state of scientific knowledge and technology as well as the relevant regulations. Compliance with national laws and environmental regulations is a prerequisite for the cooperation, as is compliance with the specifications defined in the technical documentation.

Weiss expects that the supplier will continuously and efficiently improve the situation of the environment in accordance with international environmental management standards such as DIN EN ISO 14001 or EMAS (Eco-Audit Directive). Weiss reserves the right to audit the Supplier's environmental management system or to have it audited by third parties.

An EU safety data sheet pursuant to 1907/2006/EC shall be provided for all hazardous materials upon first delivery to Weiss or in case of product changes.

Furthermore, the supplied raw materials and components must comply with the requirements to the EU End-of-Life Vehicle Directive 2000/53/EC.

In particular, the supplier shall ensure that, in accordance with the EU End of Life Vehicles Directive, 2000/53/EC Article 4

(2), no heavy metals are used which are not included in the exempt materials and components according EU End of Life Vehicles Directive, 2000/53/EC Annex II in its currently valid version.

The contractual partner assures and confirms that the they only sell and delivers goods to WEISS Automotive in accordance with the current EC Regulation No. EC1907/2006 REACH, (current Registration, Evaluation, Authorisation and Restriction of Chemicals). For more information, follow the link: [http://ec.europa.eu/environment/chemicals/reach/reach\\_intro.htm](http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm)

7. Products with a best before date must have a shelf-life of at least 6 months from the time they are released for delivery by Weiss. Goods having a shorter life-span will be discarded, unless an explicit written understanding exists on them between Weiss' disposition department and the Supplier.

It is agreed for external batches that a residual shelf life of 3 months must still be assured upon their delivery. If only material with a shelf-life of less than 3 months is available, it shall be agreed with Weiss' disposition department whether and how much material will be called off.

8. As a basis for the supplier's ability to manufacture and supply products in the required quality, on the agreed delivery date and in the quantity called off, Weiss expects a certified quality management system according to IATF 16949 (including the current IATF16949 :2016 Sanctioned Interpretations) or VDA 6.1. A quality management system according to DIN EN ISO 9001 may only be accepted as a minimum requirement and as a step to further develop the system. The requirements of this standard, expanded by the current and applicable customer-specific requirements in the automotive sector (CSR), as amended, must be implemented in the Supplier's QM system. The Supplier is obliged to always independently implement any revision of the CSR in their management system as applicable at the relevant time.

#### 9. Product safety officer

In order to meet the requirements to product safety or product liability, the Supplier must appoint a person responsible for this function in their organisation for each production site. If no specific appointment is made, the customer assumes that the Supplier's quality manager / QM officer will be responsible for this duty. The certificate must always be presented to the purchaser with the valid revision upon request.

#### 10. External, commercial test laboratories

Test laboratories commissioned by Weiss Automotive GmbH must have a defined field of activity from which their ability to carry out the required testing and calibration service is evident, and:

1. The testing laboratory must be accredited either according to ISO/IEC 17025 or the national equivalent by an ILAC MRA accreditation body. Relevant tests, measurements or calibration services shall be included in the certificate. Test reports shall bear a calibration certificate or test reports shall bear an accreditation mark of the national accreditation body.
2. If the conditions set out in point 1. are not met, the external laboratory must meet the requirements of the purchaser CSR.

### Section 9 Notification of defects

1. After receipt of the goods, we shall inspect them within a reasonable period of time for defects that can be detected by simple inspection, measuring and weighing. We shall not be obliged to carry out examinations which require the use of chemical or physical examination methods, sample processing or the like, or to measure or test moulds, tools and other devices or equipment parts; only defects which can be detected by these means shall be considered as hidden defects.
2. We shall notify the supplier immediately of any defects in the delivery as soon as they are discovered in the normal course of business.

### Section 10 Warranty

1. If the delivery item is found to have legal or material defects within the warranty period, we are entitled to the full statutory warranty claims. We may, at our discretion, demand the subsequent performance in the form of either correction of the defect or the delivery of a defect-free item.
2. Claims arising from liability for material defects shall become statute-barred 48 months after initial registration of the vehicle or installation of spare parts, but no later than 56 months after delivery to us. Claims arising from liability for defects of title shall become statute-barred 60 months after delivery to the purchaser. Our written notification of defects shall suspend the limitation of our claims for defects until one or the other party refuses to negotiate or continue negotiations.

### Section 11 Liability

1. Unless another liability provision has been agreed elsewhere in these General Terms and Conditions of Purchase, the supplier shall be obliged to compensate us for any damage which we suffer directly or indirectly as a result of defective performance, breach of official safety regulations or for any other legal reasons for which the supplier is responsible.
2. The supplier's liability for damages is based on the statutory provisions.
3. If claims are asserted against us by third parties for product damage, the supplier is obliged to indemnify us upon first request from claims for damages by third parties to the extent that the cause lies within their area of control and organisation and they are liable themselves towards third parties.
4. In this context, the supplier shall also be obliged to reimburse any expenses pursuant to Section 683, 670 of the BGB which result from or in connection with a product recall carried out by us or other measures taken to rectify or prevent damage. We will inform the supplier – as far as possible and reasonable – about the content and scope of the recalls and other measures to be carried out and give them the opportunity to make a statement in this regard. In this respect, the supplier waives any defence of limitation

unless we, for our part, can invoke the statute of limitation against the claimant.

5. We shall inform and consult the supplier immediately and comprehensively if claims are made against us by third parties. At the same time we shall give the supplier the opportunity to investigate the case of damage.

### Section 12 Property rights

The supplier shall be liable for ensuring that no industrial property rights of third parties are infringed in connection with their delivery and the contractual use of the merchandise and shall indemnify us against all claims arising from the infringement of property rights. The supplier's obligation to indemnify us refers to all expenses and damages which we necessarily incur from or in connection with the claim by a third party.

### Section 13 Retention of title by the purchaser-

#### Secrecy

1. Drawings, engravings, models, templates, samples, printing plates, films, tools, printing rollers and other parts which we make available to the suppliers shall remain our property. Processing or transformation by the supplier is carried out on our behalf. If the item provided by us is joined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item provided by us to the other combined items at the time of joining. If the joining is made in such a way that the supplier's item is to be regarded as the main item, it is deemed to be agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall keep the co-ownership for us. The above provisions shall apply accordingly if the supplier mixes or blends the item provided by us with other items.
2. If the aforementioned parts are made available by the supplier, the latter is obliged to transfer ownership over them to us on request in return for appropriate compensation.
3. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The supplier is obliged to maintain secrecy about all things they see or otherwise learn and not to pass them on to third parties, neither in word, writing or in any other way. Employees and staff members who are entrusted by the supplier with the execution of the order must be obliged by the supplier to maintain a corresponding level of confidentiality and instructed with regard to Sections 17 and 18 UWG [German Act against Unfair Competition].

### Section 14 Force majeure/withdrawal

1. In the event of operational disruption due to force majeure, strike, lockout or other significant operational or sales disruptions, we shall be entitled, taking into account the interests of the supplier, to postpone acceptance of the delivery or service accordingly; in the event of longer operational disruptions, we shall be entitled to withdraw from the contract in whole or in part without compensation.
2. We shall also be entitled to withdraw from the contract in whole or in part without compensation if the proper execution of our order is not guaranteed as a result of insolvency and a significant deterioration in the financial circumstances of the supplier and if the supplier does not comply with a request to provide security for the performance owed by them or our possible claim for damages in the event of non-performance within a reasonable period.
3. In the event of withdrawal, irrespective of the legal grounds, we shall in any case be entitled to return the goods at the supplier's expense and risk or to store them with a third party. Further claims, regardless of the legal basis, remain unaffected.
4. WEISS Automotive GmbH is free to terminate a contract at any time. In such a case, WEISS Automotive GmbH shall reimburse the supplier for the costs incurred for the already ordered finished or semi-finished services/products. Further claims, in particular loss of profit, are excluded. Any property of WEISS Automotive GmbH must be returned immediately. This also applies to the property of customers of WEISS Automotive GmbH, as far as they make corresponding claims. Services and products already created must also be handed over to WEISS Automotive GmbH on request.

### Section 15 Retention of title – tools-

1. The supplier's rights of retention of title are only recognised upon express written confirmation by WEISS Automotive GmbH.
2. Any prolongation or extension of the retention of title shall only be valid with our written consent.
3. WEISS Automotive GmbH reserves the right of ownership of tools. The supplier is obliged to use the tools exclusively for the production of the goods ordered by WEISS Automotive GmbH. WEISS Automotive GmbH hereby accepts the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on the tools of WEISS Automotive GmbH as well as all servicing and repair work at their own expense and in good time. The supplier must notify WEISS Automotive GmbH immediately of any malfunctions. If

they culpably fail to do so, claims for damages remain unaffected.

### Section 16 Choice of law, place of performance,

#### place of jurisdiction

1. The contractual relationships are subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. Insofar as customary contractual terms are used in an order, the "International Rules for the Interpretation of Customary Contract Terms" of 2000 (Incoterms) shall apply, with the exception of the rules on the bearing of risk.
2. The place of performance for the supplier's delivery and service obligations is the respective receiving location. The place of performance for payment obligations shall be Appenweier.
3. Insofar as our suppliers are merchants or have no general place of jurisdiction in Germany or have relocated their domicile or usual place of residence outside the Federal Republic of Germany after conclusion of the contract, it is agreed that the place of jurisdiction for all legal disputes arising from the contractual relationship shall be our registered office. However, we shall also be entitled to assert claims at any other legal place of jurisdiction.

### Section 17 Partial invalidity

If individual provisions of this contract are invalid or unenforceable, the validity of the other contractual provisions shall not be affected.

### Section 18 Compliance with legal and

#### collective bargaining agreement requirements, indemnification

1. The supplier shall carry out the tasks assigned to them for the production of the works in a professional manner, in compliance with all relevant, valid legal regulations, laws, ordinances, collective bargaining agreements and works agreements, other contractual and entrepreneurial self-responsibility.
2. The supplier shall only allow the workers employed by them to work within the framework permitted by the law on working hours. The respective working hours of all employees involved in the execution of the contract shall be proven to Weiss automotive GmbH upon request.
3. The supplier assures that all their employees are paid at least in accordance with the requirements of Sections 1, 2 and 20 of the Mindestlohnsgesetz [German Minimum Wage Act] as well as other legal regulations and collective agreements, for the observance of which we are liable in accordance with Section 14 of the Arbeitnehmerentsendegesetz [German Employee Secondment Act] and/or other comparable regulations. Once a year, the supplier must prove to us on request without delay by submitting a confirmation from an auditor that their employees have received the minimum wage determined in accordance with the provisions of Sections 1, 2 and 20 of the Mindestlohnsgesetz as well as other legal provisions and collective bargaining agreements, for the observance of which he is liable in accordance with Section 14 of the Arbeitnehmerentsendegesetz and/or other comparable provisions.
4. The supplier shall carry out the necessary safety briefings for the workers employed by them in good time prior to their deployment and shall provide Weiss automotive GmbH with written evidence of their performance without undue delay.

### Section 19 Social responsibility

It is of paramount importance for the buyer that business activities take into account the social responsibility towards their own employees and society in general. This applies both to the buyer themselves and to their suppliers. The buyer and seller are committed to complying with the International Labor Organisation (ILO) Declaration on Fundamental Principles and Rights at Work "(Geneva, 06/98) and rights of the guidelines of the UN Initiative Global Compact (Davos, 01/99) and the UN Guidelines on Business and Human Rights (2011). The following principles are of particular importance:

- Respect for human rights
- Prohibition of child and forced labour
- Positive and negative freedom of association,
- No discrimination on the basis of gender, race, ethnic origin, religion or belief,
- membership in a trade union or similar, disability, age, sexual identity, nationality, civil status, political leanings, veteran status, or other traits protected by local law,
- Compliance with occupational health and safety requirements,
- Protection against individual arbitrary personnel measures,
- Safeguarding employability through training

and further education,  
-Compliance with socially adequate working conditions,  
-Establishing conditions that allow employees to enjoy a reasonable standard of living, provide remuneration that enables the securing of existence including social and cultural participation,  
-Realisation of equal opportunities and family-friendly working conditions,  
-Protection of indigenous peoples' rights,  
-Prohibition on bribery and extortion  
-Compliance with applicable laws and regulations.

In this regard, the seller will take reasonable measures to prevent bribery offences in their business

It is the supplier's responsibility to ensure that their subcontractors also act in accordance with the rules set out in this Section 19.