

## GENERAL TERMS AND CONDITIONS OF NON-PRODUCTION-PURCHASE (GTC-NPP) OF LEONI Bordnetz-Systeme GmbH

### 1. Scope

1.1. If no other deviating Frame Agreement or individual written contract regulations have been signed between the Parties, the General Terms and Conditions of Non-Production-Purchase (GTC-NPP) of LEONI shall be applicable.

1.2. These GTC-NPP shall apply to all deliveries of goods and services by contract partner (hereinafter referred as "**Contractor**") to LEONI Bordnetz-Systeme GmbH and its downstream Subsidiaries (collectively or individually hereinafter "**Purchaser**") which only facilitate and support the production and is not by itself any component or part of LEONI products distributed to end-customer (hereinafter referred to as "**NPP-Deliverables**"). For the purpose of these GTC-NPP the term Subsidiary shall be in accordance with Section 15 following German Corporate Act (AktG), unless expressly agreed otherwise. For the avoidance of doubt for any order of Subsidiaries, such Subsidiary shall have the same rights, claims and remedies directly towards Contractor with respect to the NPP-Deliverables Contractor and shall be the Purchaser under the respective order.

1.3. If not agreed otherwise, the GTC-NPP shall also apply to all future procurement or orders of NPP-Deliverables by any Purchaser from the Contractor as a frame agreement without the need to refer to these GTC-NPP in each individual case. The applicable version is the version which is effective at the date of the placement of the order respectively the last-amended version which has been provided to the Contractor in text form. The GTC-NPP are available for download under <http://www.leoni.com/en/suppliers/>.

1.4. Changes and amendments to these conditions must be made in writing. Any general terms and conditions of the Contractor shall not be applicable, even if they were not rejected explicitly in any individual case. Acceptance or payment of NPP-Deliverables does not constitute agreement even if the acceptance or payment is made with the knowledge of the Contractor's conflicting or supplementary terms and conditions.

### 2. Orders

2.1. Supply contracts (order and acceptance of such order) and provision releases as well as any changes and amendments thereof must be made in writing or in SAP electronic order form (PDF format is sufficient if confirmed by Purchaser in the respective order). Oral agreements of any kind must be confirmed by Purchaser in writing in order to become effective. The Contractor's offer must correspond to the Purchaser's request for quotation, otherwise it must contain express references to any deviations therefrom. Any deviations shall be deemed as a self-governing offer of Contractor and may only result in an agreement if explicitly accepted by Purchaser.

2.2. In general, orders are placed via electronic data transmission (e.g. Electronic Data Interchange, EDI) or via individual orders (e.g. fax, letter, e-mail) sent to the Contractor. For production material, EDI or Web-EDI via LEONI web-based platform called Ax4 shall be used. The usage of EDI is preferred.

2.3. If the Contractor does not accept an order within 2 business days of receipt thereof, the Purchaser shall be entitled to cancel the order.

2.4. Prior to provision of the NPP-Deliverables, the Purchaser is entitled to request minor adoptions and/or extensions in respect of the subject-matter of the order, its delivery date, quantities and the specifications or configuration of NPP-Deliverables, except if this is an unreasonable request to the Contractor or this is otherwise

agreed in writing. If such changes have an impact on costs or deadlines, the parties will reach a reasonable agreement, unless otherwise agreed in writing.

### 3. Prices, Terms and Conditions of Payment

3.1. The prices stated in the Purchaser's order are binding and net of VAT. As long as not otherwise agreed between the parties in the order documents, the agreed prices are fixed prices. They include all ancillary cost of the Contractor, in particular but not limited to, travel expenses, packaging and provision free the Purchaser's place of business/agreed point of provision unless the Parties have expressly agreed otherwise in writing.

3.2. Payment terms will be agreed separately by the parties. If no separate agreement has been concluded, the payment terms shall be sixty (60) calendar days from the timely provision of the NPP-Deliverables and receipt of a proper and auditable invoice. In particular, the invoice has to contain a purchase order number issued in the structure of the purchase order. The invoice shall be issued electronically via e-mail to the address and following the procedure as stipulated by LEONI. Payment is subject to invoice verification.

3.3. The exercise of a right of retention or lien by the Contractor due to contested counterclaims or counterclaims which are not final and binding and which are not connected to the specific business relationship are excluded.

3.4. Contractor may not assign or delegate any of its rights and obligations under the Purchase Contract in whole or in part without Buyer's prior written consent.

3.5. If the reimbursement of travel expenses in relation to business trips requested by LEONI has been agreed in any order documents or if LEONI has expressly agreed in writing to the reimbursement in relation to such business trips in individual cases, the following shall apply: Original receipts must be submitted as proof of the expenses incurred. Only the costs of the most economical means of transport will be reimbursed (e.g. train travel on a 2nd class basis; air travel on an economy class basis). For travel by car, 30 cents per kilometer traveled will be reimbursed. Hotel bills will be reimbursed according to actual expenditure, up to a maximum of EUR 100 per night. Travel expenses will be settled promptly with the next invoice.

### 4. Delivery, Delivery Periods, Default and Risk

4.1. Agreed provision dates are binding and refer, unless otherwise agreed, to the complete receipt and/or final acceptance of all NPP-Deliverables on the delivery date by Purchaser as specified in the order. The Contractor shall immediately notify the Purchaser in writing of any foreseeable delays. Unless agreed otherwise, deliveries shall be made for goods FCA and for Services DDP in accordance to ICC Incoterms® 2020 to the place of provision specified by the Purchaser.

4.2. Partial or premature deliveries are only accepted by Purchaser if in prior agreed between the Parties in the respective order. Any additional cost or damages caused by such unauthorized partial or premature deliveries shall be bore by Contractor.

4.3. For every shipment of goods, the Contractor shall forward to Purchaser a dispatch notification in a single copy as a provision announcement. This notification shall be forwarded to the address of the Purchaser from which the order was placed.

4.4. In the case of provision of Services and work results, such deliveries are deemed completed on the date of formal and final signature of time sheet or acceptance protocol by the respective receiving party of LEONI as defined in the corresponding order.

4.5. In cases of default, the Purchaser shall be entitled to demand compensation of damages and costs resulting from the Contractor.

4.6. As long as not otherwise agreed in the respective order, the Purchaser shall be entitled to demand liquidated damages equal to 1 % of the order sum per working day of delay for losses/additional expenses incurred as a result of the delay amounting to a maximum of 10 % of the order sum. Both Parties reserves the right to provide proof of actual higher or lower amounts of damages. In such case liquidated damages already paid by Contractor will be credited for such higher amount of damages. The Contractor may provide evidence that a lower amount or no damages at all have been incurred.

4.7. If the Contractor fails to provide the NPP-Deliverables within the agreed provision period, the Purchaser shall be entitled to set a reasonable grace period for the Contractor's performance. In this case, if the grace period has elapsed to no avail, the Purchaser shall be entitled to withdraw by written declaration from the contract, and to demand compensatory damages. The unconditional acceptance of delayed NPP-Deliverables does not constitute a waiver of claims.

4.8. Unless otherwise agreed to in writing, the title to NPP-Deliverables and the risk of loss, destruction or damage of NPP-Deliverables shall pass to the Purchaser upon final receipt or acceptance by receiving party of LEONI. NPP-Deliverables

4.9. The Contractor undertakes to inform the Purchaser immediately and completely of possible damage risks and damage that has already occurred. The Contractor undertakes to cooperate with the Purchaser on measures of hazard prevention, in order to ensure an unobstructed process.

## 5. Compliance with Laws and Regulations, Quality and Documentation

The Contractor shall provide the NPP-Deliverables, while continuing to comply with all laws and regulations applicable to its performance. In particular, the Contractor shall ensure that the NPP-Deliverables conform to the current applicable statutory and regulatory requirements of the country of receipt of Services or for goods the country of shipment.

## 6. Warranty

6.1. Contractor warrants – in addition to statutory and common law warranty obligations - that the NPP-Deliverables are of good workmanship and free of defects, fit for intended purpose, and comply with specifications,

6.2. Any Services are in particular only to be provided by staff with the respective qualification and diligent care.

6.3. In case of delivery of goods, the warranty period expires 24 months after receipt of the NPP-Deliverables by the Purchaser. In case applicable statutory or warranty periods provide for a longer warranty period or a later start of the warranty period, these provisions shall apply.

6.4. In case of an acceptance of work, the aforementioned limitation period will start upon formal final acceptance. If the applicable law provides for longer warranty periods, these shall apply.

6.5. NPP-Deliverables. In case of Service failures or delivery of defective goods the Contractor shall, at the Purchaser's choice, render subsequent performance of Services free of charge or repairing defective NPP-Deliverables or replacing them with non-defective NPP-Deliverables without any further cost; the place of subsequent performance shall be at any location at which the Deliverable is situated or Service is provided due to the contractual use at the time of the subsequent performance. In urgent cases, the Purchaser is entitled to perform the Service or remediate the defects of goods by itself at the Contractor's expense or to instruct a third party do so on its behalf. Prior Communication before any such performance

or remediation with Contractor shall be done on an appropriate basis,

6.6. Any costs, losses or expenses that the Purchaser incurs directly or indirectly due to the Contractor's Service failures or defective NPP-Deliverables shall be reimbursed by Contractor.

## 7. Sub-Contractors

There shall be a vicarious liability of Contractor for any acts or omissions of its sub-contractors and sub-Contractors. The agreed Services shall be carried out by the Contractor personnel or, subject to prior written information to Purchaser, by sub-Contractors or agents employed by Contractor. Purchaser shall be entitled to reject certain Sub-contractors for good cause. In agreement with Purchaser and in justified cases, the Contractor shall offer to replace its employees or agents employed with persons having the same qualifications.

## 8. Intellectual Property Rights

8.1. "IP Rights," means any intellectual property rights and therefore any and all copyrightable works (including software and drawings), ideas, inventions patent applications, patents, techniques, processes and discoveries, know-how, information, development results, design rights, and all similar or equivalent forms of protection anywhere in the world (whether separately or as part of the NPP-Deliverables).

8.2. The Contractor shall inform the Purchaser about the use of any published or unpublished industrial property rights which are owned by him or licensed to him relating to the NPP-Deliverables.

8.3. The Contractor warrants, represents and undertakes that the NPP-Deliverables, provided hereunder, do not infringe third party IP Rights. The Contractor shall investigate if any third party's rights conflict with the supply of the NPP-Deliverables and keep records of these investigations. The documentation shall be provided to the Purchaser upon request. In case the Contractors is not able, under its own reasonable capabilities, to execute this investigation, the Contractor shall immediately inform the Purchaser about this limitation and the Parties shall accordingly find a mutual solution. The Contractor shall defend, hold harmless and indemnify the Purchaser, its successors, its Subsidiaries, officers, employees and customers against any actual or alleged third party claims or assertions of IP Rights infringement (including misuse or misappropriation of trade secrets) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the NPP-Deliverables contracted hereunder. The Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Purchaser in preventing and / or rectifying any infringements of IP Rights.

8.4. The contracting parties commit themselves to inform each other of all risks of violation or alleged violations.

8.5. "Background IP Rights," means all intellectual property rights of the Contractor (i) existing prior to the conclusion of the relevant supply contract or (ii) acquired or developed after the conclusion of the relevant supply contract but in a strictly independent manner and entirely outside of any work conducted under the supply contract. The Contractor shall retain all Background IP Rights. The Contractor grants to the Purchaser a royalty-free, irrevocable, non-exclusive, perpetual, worldwide, sublicenseable and transferable license to use Background IP Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, import the NPP-Deliverables, derivations and improvements thereof and/or combination of NPP-Deliverables with other NPP-Deliverables and/or parts thereof. The Contractor particularly agrees that the Purchaser may grant a sublicense for Background IP Rights to its Subsidiaries and its customers that use the Deliverable.

8.6. "Foreground IP Rights," means all intellectual property rights of the Contractor that (i) are developed and/or acquired in whole or in part by Contractor, in connection with the provision of NPP-Deliverables (ii) all following IP rights for future NPP-Deliverables of Purchaser based on the results included in the NPP-Deliverables. It is hereby agreed that all Foreground IP Rights, whether created by Contractor individually or jointly with the Purchaser, shall be the sole and absolute property of the Purchaser. In addition, the Purchaser shall have the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country.

8.7. The grant and transfer of any and all rights of use and exploitation for the Purchaser for the NPP-Deliverables and its results provided by the Contractor shall be free of charge and already included in any fees of Purchaser.

## 9. Software

If not agreed otherwise by the parties, the following provisions apply to the provision of software:

9.1. The Contractor grants to the Purchaser with the provision of software the perpetual, irrevocable, transferable, unrestricted, global, non-exclusive right to use, to distribute, to let and to commercialize the Software in any other way, including the right to grant sub-licenses to Subsidiaries and third party contractors.

9.2. The Contractor shall guarantee the availability of software maintenance Services for a period of 5 years after the last provision of the software to conditions customary in the market. The Purchaser shall not be obliged to order maintenance Services. If the Purchaser should decide to order such Services, the Parties will sign a separate software maintenance agreement.

9.3. In the first 12 months after the provision of the software and under signing of the respective maintenance Services agreement, the Contractor shall provide the maintenance free of charge. Afterwards the maintenance fee shall be calculated based on a market standard percentage of the license cost.

9.4. Software maintenance shall include rectification of software defects and provision of regular updates and new releases of the software and documentation.

9.5. The Contractor guarantees that the contractual use of the software and hardware shall not be in breach with any third - party IP Rights (in particular for open source software).

9.6. In case of open source software components, the Contractor shall

a. provide a list of open source components and all applicable license terms included in the software prior to the respective order confirmation,

b. replace such open source components in contradiction to the right of use granted to the Purchaser under the general terms and conditions of purchase and

c. enable the Purchaser to act in compliance with any relevant open source license conditions, in particular provide the source code of the open source software component in case it has to be disclosed and distributed together with the software.

9.7. The Contractor shall guarantee that

a. any proprietary software of the Purchaser, used in connection with the software of the Contractor, shall not be infected by any copyleft effect by such open source software with the obligation to disclose the source code of any proprietary software of the Purchaser,

b. any open source license terms of the software shall not result in the disclosure of information about authorization or cryptographic keys or any other confidential information of the Purchaser.

## 10. Confidentiality, Information Security and Supply Chain Security

10.1. The Contractor commits itself to keep as business secrets all commercial and technical details which come to the Contractor's knowledge during the course of the business relationship with the Purchaser unless such details are public. Drawings, models, patterns, samples and similar objects shall not be made available or otherwise be made accessible to unauthorized third parties. Reproduction, modification or reverse engineering of such objects is permitted only according to business requirements and in compliance with the laws on copyright.

10.2. In case of termination of this agreement every party shall have the right to demand the return or destruction of any given Confidential Information (e.g. documents, copies, samples) without any delay. Excepted are (a) the retention and storage of Confidential Information in accordance with the provisions of applicable law or internationally recognized accounting policies solely for the purpose of retention requirements, (b) the retention and storage of Confidential Information in routinely electronically stored files possible, as far as the deletion would be possible only with disproportionate efforts, and (c) the withholding of copies of Confidential Information for the sole purpose of providing piece of evidence.

10.3. Sub-contractors of the Contractor shall be induced to commit themselves accordingly.

10.4. The Contractor shall take appropriate information security measures, which at least comply with the requirements of the VDA ISA catalogue or ISO / IEC 27001. On request of the Purchaser, (i) the Contractor shall show appropriate evidence by ISO/IEC 27001 certificate /TISAX label and (ii) the Purchaser is allowed to confirm for itself compliance with information security (i.e. audits) at any time, whereas the Contractor shall support the audits, for example by providing information and granting access to the Contractor's premises, to the extent such is necessary for the audits. The Contractor shall inform the Purchaser without undue delay about any security incidents to the following e-mail address: [HDENM\\_infosec.external@leoni.com](mailto:HDENM_infosec.external@leoni.com) relating to the Contractor to the extent that this incident affects information that concerns the Purchaser or if it is not completely sure whether this is the case. In case of such a security incident, the Contractor shall (i) take all necessary steps to clarify the matter and limit the damage, as well as support the Purchaser hereby, (ii) reasonably support the Purchaser in the recovery of data (if applicable), (iii) on request by the Purchaser, provide a security report for a specified period.

10.5. On request of the Purchaser, the Contractor shall show evidence of the applicable procedures and guidelines of business continuity planning and disaster recovery activities.

10.6. The Contractor shall ensure supply chain security and comply with all applicable laws and regulations. The Contractor shall, at the Purchaser's request, (i) provide evidence by certificates or statements (e.g. Security Declaration for Authorized Economic Operators, AEO/ C-TPAT certificates or similar program), (ii) support the Purchaser in official audits and (iii) ensure a comparable standard towards its business partners. Additionally, the Contractor shall provide evidence of AEO/C-TPAT or similar program certificates, security declaration or information with respect to any withdrawal of such certificates or declarations via e-mail to the Purchaser at [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com).

## 11. Data Protection and Privacy

11.1. Each Party shall comply at all times with its obligations under the local data privacy legislation applicable to it in any specific country (the "Privacy Law"), including legislation deriving from the Directive 95/46/EC on the protection of individuals with regard to the processing of Personal Information and on the free movement of such data (the "Directive"), as well as, upon its entry into force,

Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"). Each member of the LEONI Group acts as the "Controller" (as defined in the Directive), and each of Contractor and Contractor affiliates and sub-contractors providing NPP-Deliverables act as the "Processor" (as defined in the Directive). In its capacity as the Controller and also on behalf of its affiliates (each as a Controller with respect to its employees)

11.2. Where required by privacy laws, Contractor enters into agreements containing standard contractual clauses for the transfer of personal Information to processors located in a third country as needed to document their commitment to adequate protection of personal Information, puts in place any other document approved by the relevant data protection authority and maintains it in force throughout the Contract Term; or, if the foregoing actions are not sufficient to fully satisfy applicable laws, works with LEONI to find other suitable solutions, including entering with LEONI and/or LEONI affiliates into agreements containing model clauses (EU or equivalent).

## 12. Insurance

The Contractor is obliged, for any liability risks deriving from the provision of NPP-Deliverables within the business relationship between the Parties, to maintain a reasonable liability insurance of minimum of 3 Mio. EUR per calendar year for the duration of the business relationship. The liability insurance must cover both the costs of product liability in general Prior to the initial provision, with any change of the conditions and at any time on at the Purchaser's request, the Contractor shall provide proof of sufficient insurance coverage.

## 13. Substances and Material Data Management

13.1. The Contractor shall ensure the traceability of all substances used in the provided NPP-Deliverables, in parts of these NPP-Deliverables or in the manufacture of these NPP-Deliverables or parts of these NPP-Deliverables. Upon request, the Contractor shall provide the Purchaser with the relevant documents and information in an appropriate form.

13.2. For all NPP-Deliverables supplied to the Purchaser, the Contractor shall observe and comply with any national, European and international regulations governing declarable substances, materials or producer sources valid at the time of provision and applicable to the NPP-Deliverables. This applies for example to the requirements of the Regulation (EC) No. 1907/2006 (REACH), the Directives 2011/65/EU and 2015/863/EU (RoHS II) and the Regulation (EU) No. 528-2012 (BPR). If the Purchaser and the Contractor separately agree to meet additional requirements, these shall also be part of the respective supply contract. If an ingredient used, material used or any Contractor source becomes subject to declaration duty or being banned, the Contractor shall notify the Purchaser thereof immediately. The Contractor is also obliged to disclose the use of conflict minerals in accordance with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as the Regulation (EU) 2017/821 (3TG) and applicable regulations connected thereto and to provide the Purchaser with the relevant documents and information in the form required by the Purchaser.

13.3. Unless otherwise complying with legal requirements, the provided NPP-Deliverables must not contain any components that are hazardous to health or harmful to the environment. If the NPP-Deliverables contain dangerous substances or preparations, the Contractor must provide the Purchaser with a fully completed safety data sheet in accordance with the applicable statutory provisions.

## 14. Export Control, Customs and Origin

14.1. The Contractor shall inform the Purchaser of all export restrictions that apply in the country of manufacture and / or shipment of the NPP-Deliverables. In addition, the Contractor shall inform the Purchaser if the NPP-Deliverables are subject to any export/re-export restriction under U.S. and Chinese law. To the extent that the Contractor is located in the European Union, the Contractor shall inform the Purchaser of any export restrictions on dual-use goods in accordance with the European export control restrictions (e.g. Regulation (EU) 2021/821 (Dual-Use)). The Contractor also shall inform the Purchaser of the classification number to be specified (e.g. AL number, ECCN number, etc.) and any existing exemptions on the respective invoices and/or provision notes and additionally be e-mail at [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com).

14.2. The Contractor shall support the Purchaser to reduce or minimize its liability to pay customs duties. The Contractor shall – if applicable – provide a proof of preferential origin suitable to the respective supply of NPP-Deliverables (e.g. EUR1, invoice declaration, etc.). Proof or origin is required with every shipment. Upon request, the Contractor shall provide proof of non-preferential origin if required by the local import rules in the country of import (e.g. Certificate of Origin, exporter declaration, etc.). The Contractor shall inform the Purchaser immediately in writing of any change of origin of the NPP-Deliverables.

14.3. The Contractor shall inform the Purchaser of the non-preferential and preferential origin of its NPP-Deliverables on a yearly basis in form of a long-term Contractor's declaration / Contractor's affidavit. The Contractor shall submit the required information and documentation without undue delay to the Purchaser's respective import/export department and additionally by e-mail to the Purchaser at [suppliers-declaration@leoni.com](mailto:suppliers-declaration@leoni.com). In general, the Contractor shall provide such information and documentation until the beginning of each calendar year for the respective year, but not later than end of January of the respective year.

14.4. The Contractor shall ensure proper labelling of the Services / NPP-Deliverables and provide the Purchaser with any further documents and information (e.g. CE-Certificate, manufacturer information, country of origin etc.) being required for imports or exports of the Services / NPP-Deliverables supplied to the Purchaser.

## 15. Social Responsibility

15.1. It is of major importance to the Purchaser that account is taken of social responsibility in connection with its Contractor relationships and entrepreneurial activities. This applies likewise in respect of the Purchaser's own staff, the staff of its contracting parties and Contractors and society at large. To this end, the Purchaser has issued its own Code of conduct (LEONI Code of Conduct) as well as a Code of Conduct for Business Partners (LEONI Code of Conduct for Business Partners). The LEONI Code of Conduct for business partners shall be integral part of these GTC-NPP and is also available at [www.leoni.com](http://www.leoni.com). The Purchaser expects from the Contractor the acceptance of and compliance with the LEONI Code of Conduct for Business Partners.

15.2. However, even independent of that charters, it must be an express aim both of the Purchaser and of the Contractors to act in line with the guidelines in the UN Initiative Global Compact (Davos, January 99), available under [www.unglobalcompact.org](http://www.unglobalcompact.org), and to observe those principles. The following principles of the guidelines in the UN Initiative Global Compact (Davos, January 99) are of particular significance in this regard: Respect for human dignity and human rights, the prohibition of child labour, the prohibition of compulsory labour, the prohibition of discrimination, respect for the right of free association and of the relevant national standards on compensation, working time and health and safety at the workplace, environmental protection and anti-corruption measures. The Contractor hereby undertakes to accordingly see to it

that the above-referenced principles are adhered to and implemented within its own organization. In addition, the Purchaser expects the Contractor to take like efforts to ensure that its sub-Contractors likewise comply with these requirements.

15.3. Any serious breach or repeated breaches of the LEONI Code of Conduct for Business Partners referenced in Section 15.1 or the principles referenced in Section 15.2 by the Contractor shall render the continuation of the Contractor relationship untenable to Purchaser. In such case, the Purchaser shall be entitled to terminate the contract without notice for good cause, both with respect to individual agreements and with respect to master agreements with the Contractor.

## 16. Termination for Convenience

16.1. Notwithstanding any other agreements between the parties, the Purchaser may, at its option, terminate all or any part of the order for NPP-Deliverables before the expiration of the term (if any), at any time by providing a three (3) months' prior written notice to the Contractor. In the event of termination pursuant to this Section 16, the Contractor shall be entitled to the following amounts: (i) The agreed price for all NPP-Deliverables provided by the Contractor to the Purchaser prior to the termination according to the requirements of the GTC-NPP and that have not already been paid for; (ii) Contractor's reasonable actual costs for the usable and merchantable work in progress, parts and materials in accordance with the agreed Services and NPP-Deliverables on lead times; (iii) Contractor's reasonable actual costs for settling claims of its subcontractors, provided that the works, parts and materials provided cannot be used otherwise by the Contractor. The Purchaser undertakes to discuss in good faith costs incurred by Contractor (a) in relation to specific investments strictly required for the execution of the respective order, not previously paid by the Purchaser which cannot be used or adapted for other needs or be assigned to another purpose, and not already amortized under the order.

16.2. In no event shall the Purchaser's obligations exceed the agreed prices for Services / NPP-Deliverables. Contractor shall use its best efforts to mitigate any costs to be paid by the Purchaser. Any request for payment submitted to the Purchaser must include sufficient supporting data to permit an audit by the Purchaser.

## 17. Termination Assistance / Exit Management

17.1. After termination for any reason, on written request of Purchaser and based on the agreed rates for NPP-Deliverables and additional services, the Contractor shall provide all assistance reasonably required by the Purchaser to ensure seamless transition to any replacement to third party contractor and cooperate with such other third party contractor. On the Purchaser's request the Contractor shall promptly hand over any assets being owned or in relation to the Contractor under the legal control of the Purchaser including but not limited to data and goods and whether located at the Contractor's or at any third party.

17.2. In case of termination, in all or any part of the order, whatever the reason of the termination, in addition to the provisions provided for in the supply contract, the Purchaser may request from the Contractor to promptly:

- a. return or destroy all the Purchaser's property in its possession or at subcontractor's location; and
- b. provide, in complete and most-updated version, any information or documents relating to the NPP-Deliverables as remained in the possession or control of the Contractor, which are necessary for the Purchaser to exercise its rights under the supply contract; and
- c. assist in the transition to any replacement third party contractor.

## 18. Termination for Cause

18.1. The Parties' right to terminate the supply contract for cause remains unaffected. For the Purchaser, good reason is in particular if

- a. the Contractor's financial circumstances deteriorate substantially, or
- b. insolvency proceedings against the Contractor are applied for or commenced, or
- c. the commencement of such proceedings is denied due to lack of assets, or
- d. the Contractor repeatedly defaults in provision, or
- e. quality problems that are not rectified by the Contractor within a reasonable period occur repeatedly, or
- f. the takeover of the Contractor by a third-party is initiated or the Contractor experiences other changes in terms of its business or management, provided that from the point of view of the Purchaser the above-mentioned changes affect or can affect the contractual relationship between the Contractor and the Purchaser in particular if a competitor of the Purchaser gains influence on the Contractor, or
- g. the Contractor commits a major breach of duty and despite request for subsequent rectification of the breached duty the Contractor does not restore the duly contractual condition within a reasonable period of time as requested by the Purchaser.

18.2. For the avoidance of doubt, none of the stated above shall limit the Purchaser's right to terminate the contract for cause based on the applicable law or based on other contractual termination rights.

## 19. Place of Performance, Jurisdiction and Venue, Arbitration Clause

19.1. Place of performance under meaning of contract law shall be Kitzingen, Germany unless otherwise agreed.

19.2. The German courts shall have exclusive jurisdiction for all disputes brought forward by the Contractor against any Purchaser arising either directly or indirectly in connection with or related to the supply of NPP-Deliverables and irrespective of the nature of claim whether contractual or tortious in nature. Within the German jurisdiction, Contractor may bring a dispute before the competent courts for Kitzingen, Germany or before the English-speaking chamber for commercial matters at the district court of Würzburg, Germany.

19.3. In addition to the options mentioned in Section 19.1 Purchaser shall also be entitled, at its own option, to assert claims against the Contractor at the courts at the location of the Contractor's place of business or at the courts of a location a Subsidiary.

19.4. The Purchaser is also entitled to assert claims against the Contractor before an arbitral tribunal under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in lieu of the ordinary courts; such arbitral tribunal shall be composed at the location of the competent court. The number of arbitrators shall be three. Each party is entitled to appoint one arbitrator. The third arbitrator, who shall act as the chair of the arbitral tribunal and who must be a fully qualified lawyer, shall be selected by the other two arbitrators. The language of the tribunal shall be English if not agreed otherwise by the parties. Applicable substantive law shall be German law. The decision of the arbitral tribunal shall be final and binding on the Parties.

19.5. In the event that the Contractor and/or the Purchaser is/are located in the People's Republic of China, the Buyer is entitled to assert claims against the Contractor before an arbitral tribunal under the Rules of the China International Economic and Trade Arbitration Commission (CIETAC), in lieu of the ordinary courts. The seat of arbitration shall be at the location of the competent court. The same applies for

the hearing. The number of arbitrators shall be three. Each Party is entitled to appoint one arbitrator. The third arbitrator, who shall act as the chair of the arbitral tribunal and who must be a fully qualified lawyer, shall be selected by the other two arbitrators. The language of the tribunal shall be English if not agreed otherwise by the Parties. Applicable substantive law shall be German law. The decision of the arbitral tribunal shall be final and binding on the Parties.

## **20. Choice of Law**

The law of the Federal Republic of Germany shall apply exclusively to the exclusion of any rules of the conflicts of laws. The UN Convention on the International Sale of Goods of 11 April 1980 (CISG) shall not apply. The application of Sections 305 to 310 German Civil Code (BGB) is excluded, these GTC-NPP are subject to review exclusively in accordance with Section 242 German Civil Code (BGB).

## **21. Miscellaneous**

21.1. Any reference herein to the written form also includes e-mail, fax, EDI, and other documents provided in text form.

21.2. If any provisions of these GTC-NPP is declared or found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected thereby. The parties will agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision. All modifications, adjustments, alterations and amendments to this Agreement or additional terms and conditions are valid or binding only if agreed upon in writing. This also applies to the cancellation of this written form requirement. In the event of a conflict between these GTC-NPP and its Annexes, these GTC-NPP shall prevail unless expressly stipulated otherwise in an Annex or the GTC-NPP.