

GENERAL TERMS AND CONDITIONS OF SALE (GTC) for North America

1. Application/General Provisions

1.1. THE PARTIES AGREE THAT LEONI WILL ALWAYS SUBMIT THE OFFER AND THAT ANY SUCH OFFER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE BUYER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING.

1.2. This even applies if LEONI has not objected to the Buyer's terms and conditions in any individual case, including if LEONI is required to accept those conditions in an automated system like the Buyer's supplier portal which does not provide for any possibility to comment or amend the Buyer's terms and conditions.

1.3. The GTC shall also govern all future transactions between the parties without the need to be referenced in each individual case and for this purpose – if not explicitly agreed otherwise – shall apply in the version which is valid at the time of the Buyer's order respectively in the latest version provided to the Buyer.

1.4. All ancillary agreements, reservations, amendments and/or supplements to any order and/or these Terms and Conditions must be made in writing and signed by both the LEONI and the Buyer in order to be valid including any such affecting this requirement of written form.

2. Offer/Acceptance, Order

2.1. The quotation issued by LEONI ("Quotation"), whether or not in response to a request for quotation ("RFQ"), and as may be amended from time to time, is an offer by LEONI to Buyer (as identified in the Quotation) to sell the goods and/or services ("Products") described in the Quotation for the period of time reflected in the Quotation. If no quantity of Products is set forth in the Quotation, then LEONI will supply, and Buyer will purchase, 100% of Buyer's requirements for the Products. The drawings, specifications, statements of work and assignment of tasks and responsibilities, as they are mutually agreed to in writing and may be amended by written agreement of the Buyer and LEONI from time to time, are incorporated herein by reference, all of which, together with these GTC and the Quotation, constitute the "Supply Contract". Neither the Quotation, any acknowledgement document or other document issued by LEONI (or a LEONI plant) nor LEONI's manufacture or delivery of Products shall constitute an acceptance of any terms and conditions attached to or incorporated into any RFQ, purchase order or other document issued by the Buyer, and any such general terms and conditions issued by the Buyer are specifically excluded.

2.2. All offers by LEONI are without obligation and non-binding (but for a specific start of production), except if they explicitly state otherwise or refer to a specific deadline for their acceptance.

2.3. The Buyer shall actively inform LEONI in the purchase order about its valid sales tax identification number (VAT ID), which should be used for performing the delivery. In the event that the VAT ID to be used is invalid or not or too late communicated to LEONI, LEONI reserves the right to claim for additional local VAT. Please notice that in the case of intra-community supplies the Buyer must provide documentary evidence that complies with the national regulations of the Member State of departure. The documentary evidence shall be provided to LEONI immediately after the receipt of Products. In the event that LEONI does not receive timely after the receipt of Products a suitable documentary evidence, LEONI is entitled to claim for additional local VAT.

3. Forecast, Arbitration, Production and Material Release

3.1. LEONI is not obliged to deliver to the extent that the Buyer's orders/call-offs exceed agreed maximum weekly capacities and agreed lead-times.

3.2. Moreover, the Buyer is obliged to agree with LEONI on a procedure which ensures that major short-term fluctuations of the Buyer demand are avoided and in case of failure carries all associated costs.

3.3. During the production release period the Buyer is obliged to accept the finished Products and to pay them in full. During the material release period, the Buyer shall reimburse LEONI in case of any order cancellation for the obsolete material.

3.4. The production release period will be set to four (4) weeks and covers all deliveries which are to be made within 4 weeks after the order. The material release period is 4 weeks in addition to the production release period.

4. Passing of Risk, Shipment, Delivery date and delay

4.1. Unless agreed otherwise, delivery dates are estimated and are not guaranteed. LEONI will use reasonable efforts to meet Buyer's requested delivery dates, provided Buyer has complied with LEONI's applicable lead time and capacity requirements.

The risk shall pass to the Buyer according to the agreed INCOTERM. If not agreed otherwise, the delivery shall take place FCA LEONI plant.

If LEONI is not able to deliver the Products or is not able to deliver them at the agreed time due to the non-availability of parts or raw material, LEONI will inform the Buyer thereof and at the same time notify the Buyer of the likely new delivery period. For the purpose of this provision, non-availability includes, but is not limited to, the absence of timely and/or proper availability of supplies from LEONI's suppliers or sub-suppliers. LEONI shall not be liable for any costs and damages caused by the shortfall or delay if LEONI is not at fault and has in particular taken all necessary steps in order to fulfill their obligations towards the Buyer.

4.2. If not stipulated otherwise, LEONI shall compensate the Buyer for damages caused by delay in case of binding delivery/performance dates.

4.3. This shall not apply to lost profit or damage arising from interruption of business, unless they have been caused by intentional misconduct or gross negligence.

5. Default of Acceptance

5.1. If the shipment/performance is delayed due to circumstances for which the Buyer is responsible or if the Buyer refuses to accept the delivery/performance without good legal cause, the risk shall pass to the Buyer at the time when LEONI has notified the Buyer that the Products are ready for acceptance by the Buyer.

5.2. LEONI may charge the Buyer storage costs and claim further general damages. Other rights and remedies provided by the respective Supply Contract and/or applicable governing law, in particular the right to terminate or otherwise end the respective Supply Contract, shall remain unaffected.

6. Retention of Title

6.1. LEONI retains title to the goods until all present and future claims resulting from the business relationship with the Buyer have been fulfilled. In case of a breach of contract by the Buyer including, without limitation, default in payment, LEONI is entitled to take possession of the goods.

6.2. The Buyer shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

6.3. As long as the purchase price has not been completely paid, the Buyer shall immediately inform LEONI in writing if the goods become subject to rights of third parties or other encumbrances.

6.4. The Buyer may resell goods subject to the above retention of title only in the ordinary course of its business. For this case, the Buyer hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to LEONI. Notwithstanding LEONI's right to claim direct payment, the Buyer shall be entitled to receive the payment on the assigned claims. To this end, LEONI agrees not to demand payment on the assigned claims to the extent the Buyer complies with all its obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

6.5. Insofar as the above securities exceed the secured claim by more than 10 %, LEONI is obliged to release such securities upon the Buyer's request.

7. Place of performance

Unless expressly agreed otherwise between LEONI and Buyer, the place of performance for obligations arising from the mutual commercial relationship is the registered office of LEONI at 2800 Livernois Road, Suite 600, Troy, Michigan 48063 United States of America.

8. Changes

If the Buyer requests changes to the Products, LEONI will check the feasibility and inform the Buyer on the costs which the Buyer has to bear. LEONI is only obliged to implement the changes if the Parties have agreed on the details of the changes, the time of delivery/performance and the costs.

9. Incoming Goods Inspection

9.1. The Buyer shall check the goods without undue delay upon delivery for, but not limited to, obvious damages and transport damages and in regard to identity and quantity. The Buyer shall notify LEONI in writing without undue delay as soon as a defect becomes apparent during the incoming inspection or in case a defect was not apparent at that time as soon as it became apparent or could have been discovered.

9.2. If the Buyer fails to notify LEONI as required above, the goods are deemed to have been approved and the Buyer is barred from any remedy relating thereto.

9.3. Notwithstanding the above, the Buyer shall undertake an incoming goods inspection and promptly send a notice to LEONI in case of non-conformity as per § 2 – 607 (3) (a) UCC and ISO9001/IATF16949.

10. Warranty and Remedies

10.1. Limited Warranty. LEONI warrants that the Products will be free of defects in workmanship and material for a period of one year from the date of delivery to Buyer/performance. LEONI will correct these defects by repair or replacement at its own expense if Buyer has not altered the Products in any way and has maintained the Products in accordance with LEONI's recommendations.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY AND IS PROVIDED INSTEAD OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT WARRANTIES OF TITLE AND INFRINGEMENT. WARRANTY OF INFRINGEMENT IS HOWEVER ALSO EXCLUDED IN CASES OF BUILD-TO-PRINT ACCORDING TO BUYER DRAWING/DESIGN.

The limited warranty just set forth is intended as the exclusive remedy of Buyer with respect to any claim relating

to the Products, whether arising at law or at equity, other than claims for personal injury proximately caused by a defect in the Products.

10.2. Limitation and Exclusion of Remedies. The Buyer's exclusive remedy for breach of warranty is the right to specific performance (repair or replace) as long as LEONI did not have a reasonable second chance to specific performance to heal the earlier breach of warranty through repair or replacement.

IN CASE OF FAILURE OF THE LATTER AND IN ALL CASES NOT RELATED TO BREACH OF WARRANTY, BUYER'S REMEDIES (AT CONTRACT, AT STATUTORY LAW AND BASED ON ANY THEORY OF LAW) ARE LIMITED TO DAMAGES IN ACCORDANCE WITH THE EXCLUSION/ LIMITATION OF LEONI'S LIABILITY AS PER SECTIONS 10.3 THROUGH 10.3 HERE BELOW.

10.3. It is further clarified that the Products shall only be deemed to be non-conforming if they do not comply at the time of transfer of risk with the specifications forming part of the Supply Contract, which shall conclusively describe the applicable conformity standard of the Products. The application of any further conformity standards implied by law or otherwise is explicitly excluded.

Accordingly, LEONI shall not be responsible for any non-conformity arising after the transfer of risk such as but not limited to any defect due to misuse (i.e., the use of a Product other than for the purpose for which it was designed and assembled), faulty use, maintenance or modifications of the Products, use of unsuitable spare parts, defective installation by the Buyer or any third party not acting on behalf of LEONI, natural wear and tear or damage or any other external influences not attributable to LEONI.

10.4. Any parts that have allegedly failed must be returned to LEONI for root cause analysis upon LEONI's first request and Buyer's cost.

10.5. LEONI will not indemnify Buyer beyond the warranty period provided in the Supply Contract in particular with respect to the cost of any voluntary or involuntary recall campaigns and other corrective measures except in case of mandatory statutory liability including but not limited to product liability.

10.6. In case of delivery of non-conforming Products, LEONI shall at its option and subject to any further preconditions (if any) pursuant to the governing law either repair any defect or replace any Products or any portion thereof that are non-conforming. LEONI shall be given adequate time and opportunity to remedy the non-conformity. Upon LEONI's request, the Buyer shall provide the allegedly non-conforming Products to LEONI without undue delay. Only in the event of acknowledgment and remedy of the non-conformity, LEONI is obliged to bear all expenses necessary for the purpose of remedying the non-conformity, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the Product was brought to a place other than the place of performance.

10.7. Liability on the part of LEONI shall be excluded for non-conformities (e.g. defects) and damages

- to the extent they are based on incorrect information or drawings provided by the Buyer (for example in case of build to print),
- if the non-conformity occurs in a Product which LEONI had to acquire from a Designated Supplier, except if the non-conformity was caused due to an incorrect assembly by LEONI, and/or
- if they result from repair, change, refurbishment or alteration of the Product which was not authorized by LEONI.

10.8. Without prejudice to further limitations set forth elsewhere, damage claims of the Buyer based on a breach of contract by LEONI shall in any event only exist in case such breach has been committed either through gross negligence or willful intention.

10.9. Unless explicitly agreed otherwise or unless provided for otherwise by mandatory law, any claims arising from liability for breach of contract and non-conformities (including defects) shall become time-barred 24 months after the transfer of risk to the Buyer.

10.10. In the case of defective Products, claims of the Buyer arising from product liability and other cases of strict liability according to the applicable law shall remain unaffected by the provisions of this Section 10. Quality and durability/performance guarantees are only valid if they are explicitly and individually agreed upon in writing and duly signed by LEONI.

11. Directed Buy

11.1. "Directed Buy" means that LEONI has to incorporate parts into its Product or to use parts for its production which LEONI has to procure from a supplier as specified by the Buyer ("Designated Supplier"). This also applies in case the Designated Supplier is not explicitly specified by the Buyer but due to the specification of the directed part, there is only one possible source to acquire this part.

11.2. Designated Suppliers shall be obliged by the Buyer to work together with LEONI as a partner in the supply chain. This shall include the obligation to enter into respective supply contracts with LEONI. In case Designated Suppliers are not willing to work with LEONI as a partner, for example if a Designated Supplier denies the essential need of an appropriate quality management system (IATF 16949 structures and requirements) for the designated parts or other standards of the automotive industry, LEONI shall not be held liable with respect to any quality or supply issue in connection with such designated parts, including but not limited to downtime charges from the Buyer related to delivery delays or quality issues from such Designated Suppliers.

11.3. Buyer understands and accepts that LEONI may not assume responsibility or liability for all kinds of deficiencies in the contractual performance in the downstream supply chain. In particular LEONI shall not assume any kind of vicarious liability for Designated Suppliers.

11.4. To the extent that the Buyer directly instructs the Designated Supplier respectively directly agrees on certain issues like for example the implementation of certain capacities, agreements on specifications etc., LEONI shall not be liable for costs and damages which result from a non-compliance with these instructions or agreements.

12. Exclusion and Limitation of Liability

12.1. WITH THE EXCEPTION OF INJURY TO PERSONS AND CASES OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, LEONI SHALL NOT BE LIABLE (ON WHATEVER THEORY OF LAW) FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PRODUCTS OR EQUIPMENT, COST OF CAPITAL, COST OF ANY LINE STOPPAGES OR PLANT SHUTDOWNS OR ANY DAMAGES. IN ALL OTHER CASES LEONI'S LIABILITY IS LIMITED TO THE REVENUES RECEIVED BY LEONI FROM THE BUYER FOR THE PRODCUTS WHICH GAVE RISE TO THE CLAIM OF BUYER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH CLAIM. THE AFORESAID EXCLUSIONS AND LIMITATIONS OF LEONI'S LIABILITY ARE DELIBERATELY AGREED BETWEEN THE PARTIES IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERTAKINGS IN ORDER TO AVOID AN EXTREME DISPROPORTION OF LIABILITY AND PRICE.

12.2. For clarity sake, any joint and several liability on LEONI's side is herewith expressly excluded.

12.3. Without prejudice to further limitations, damage claims of the Buyer based on a breach of contract by LEONI

shall in any event only exist in case such breach has either been committed negligently or intentionally, unless further limited by LEONI and Buyer elsewhere (e.g. to gross negligence and willful intent).

12.4. If a claim is brought against the Buyer based on no-fault liability (=strict liability) under mandatory law, LEONI shall assume liability on the Buyer's behalf only to the extent to which it would be directly liable to the claiming third party. The principles of contributory negligence shall apply: Where fault on the part of the injured person contributed to the occurrence of the damage, liability in damages as well as the extent of compensation to be provided depend on the circumstances, in particular on the extent to which the damage was caused mainly by one or the other party. The Buyer is also obliged to take any reasonable measures to avoid or keep any damages low.

The same shall apply in the event of a direct claim against LEONI.

12.5. The obligation to compensate for damages is excluded to the extent the Buyer, for its part, has effectively limited liability to its buyer.

12.6. If the Buyer wishes to assert a claim against LEONI in accordance with the foregoing regulations, the Buyer shall fully inform and consult with LEONI without delay. It shall give LEONI the opportunity to investigate the damage. LEONI and Buyer shall consult with each other on the measures to be taken, in particular regarding settlement negotiations.

12.7. The amount of compensation for damages to be paid by LEONI pursuant to these provisions shall be determined, in favor of LEONI, in due consideration of its economic situation, the type, scope and duration of the business relationship, any contributory causes and/or fault of the Buyer and a particularly unfavorable installation situation of the Product supplied. In particular, the replacements, cost and expenditures to be borne by LEONI must be proportionate to the value of the Product supplied.

13. General Indemnification / Costs and Attorney Fees

Buyer shall indemnify, save, defend, and hold LEONI harmless from any loss, cost, expense, or liability, including fees of accountants, attorneys, consultants, and expert witnesses reasonably incurred in defending or enforcing LEONI's rights in connection with the GTC or any Supply Contract hereunder or otherwise relating to the relationship of the Parties, regardless of whether they are incurred before, during, or after any litigation or other dispute resolution procedure, regardless of success on the merits, and regardless of whether they relate to issues arising out of contract, tort, bankruptcy, or some other area of law. For clarity sake, the latter obligation also includes any and all incidental and consequential damages on LEONI's side.

14. Intellectual property rights

14.1. LEONI will take all reasonable care for claims that arise during contractual use of the delivered Products and which are based on violation of intellectual property rights and applications for intellectual property rights (patents), if at least one of the rights in the family of related rights has been published either in the home country of LEONI, or by the European Patent Office, or in one of the following states: Federal Republic of Germany, United States of America.

14.2. LEONI shall indemnify the Buyer against claims arising from the contractual use of such intellectual property rights if and only to the extent that the Products delivered by LEONI actually infringes a published third-party property right in the aforementioned countries and LEONI has caused the breach by willful intent or gross negligence. If any of the Products delivered are or LEONI believes are likely to become, the subject of a claim for which LEONI would be obligated to defend and indemnify the Buyer, then LEONI may, at its option, do any of the following:

(a) obtain for the Buyer the right to continue using the Products delivered as permitted by these terms and conditions; and/or

(b) replace or modify the Products delivered to avoid the infringement problem, as long as there is no material loss of functionality.

This shall not apply if

1. LEONI has produced the Products delivered in accordance with the Buyer's drawings, models or equivalent other descriptions or specifications provided by the Buyer, including but not limited to a built to print procedure, and did not know, or with respect to the Products it developed did not have to know, that intellectual property rights were thus violated;
2. the Products delivered are used together or combined with other products of the Buyer or any third party deliverables which is causing or LEONI believes is likely to be the cause of a claim;
3. LEONI has to include Buyer defined components into the Products and either these components or the combination of the components with the Products infringes third party intellectual property rights;
4. the breach of third party rights was caused by the use of Products outside the contractually defined use or environment under these terms and conditions; and/or
5. the Buyer has changed or modified the Products after delivery and the Buyer cannot prove that the infringement of third party property rights results from this modification.

14.3. To the extent that LEONI is not liable under subsection 14.2 above, the Buyer shall indemnify LEONI against all claims brought by third parties.

14.4. The Parties undertake to inform each other without delay of risks of violation and alleged violations that become known to them, and to give each other the opportunity to cooperate on counteracting associated claims.

14.5. The principles set out in Sections 10 and 12 regarding limitation of liability shall apply mutatis mutandis to the benefit of LEONI.

15. Software

15.1. Software is not provided 100 % free of errors or lack of functionality. LEONI warrants that any software Products provided by LEONI will comply with all material specifications set forth in the offer or the documentation accompanying the software Product for a period of 90 days from date of delivery, if the Buyer is to install, or 90 days from date of installation, if LEONI is to install. Upon receiving specific written notice from the Buyer of a warranty issue, LEONI may ask the Buyer to help reproduce operating conditions similar to those present when the Buyer detected the warranty issue. The Buyer's sole and exclusive remedy for any breach of this warranty is for LEONI, in the following order of priority, to: (a) use all commercially reasonable efforts to correct such failure upon receipt of written notice from the Buyer, or (b) terminate the order for the defective portion of the software Product(s) and refund the fees paid by the Buyer for the defective portion. Other than the express warranties described in this section or any additional written agreements between the Parties, LEONI and its third-party providers hereby disclaim all express or implied warranties, conditions, and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose, and noninfringement. The Buyer assumes all risk in using the results of software Product(s). Software may also include open source components with deviating license conditions. LEONI will provide a list of open source components as included in the Products on the Buyer's written request.

15.2. Under no circumstances shall LEONI be liable beyond the exclusions and limitations of liability as per Section 12 above.

16. Prices, Payment

16.1. Unless otherwise agreed upon in writing, all packaging and shipment costs shall be borne by the Buyer. Unless otherwise agreed upon in writing, credits and reimbursements are made without acknowledgment of fault or legal obligation of performance.

Unless otherwise agreed upon in writing, any and all payments are to be made in the currency stipulated in LEONI's offer.

The Buyer assumes the risk for any and all governmental and other public agency measures relating to restrictions on the movement of capital or relating to restrictions on payments.

16.2. If LEONI does not receive payment from the Buyer when such payment has become due, LEONI is entitled to charge interest at a monthly rate of 1.5 percentage points as applicable throughout the period of delay.

16.3. The Buyer hereby acknowledges that LEONI's quoted Products' prices at the time of LEONI's offer ("Prices"), were conditioned, subject to, and derived from, in particular, the cost of labor, materials, or transportation at the time of the quotation (collectively the "Costs"). The Parties further agree that changes within the Costs in future with an overall impact on Prices of more than 5 % and due to, for example, changes in the relevant markets, effect of governmental actions, and/or the labor environment or cost, shall, upon demand from LEONI require adjustments to the Prices. Accordingly, in the event of such changes in the Costs during the term of a Supply Contract, LEONI is entitled to adjustments to the Prices upon written notice of not less than 20 business days.

If required, the Parties agree to meet and confer within two weeks from the date of such written notice to agree a price adjustment as set forth in such written notice. The Parties shall negotiate and agree implementation thereof in good faith.

For clarity, if Costs are increased, but only on a temporary basis, the Parties would agree to return the adjusted prices to the Prices once the Costs have been rolled back to pre-increase levels.

The Parties will meet at least once per calendar year in order to commonly assess the impact of the development of the Costs.

Notwithstanding the foregoing provision, if unforeseen events with an immediate impact occur, such as threat of war, the breakout of armed conflict, closure of shipping lanes and similar events of force majeure, LEONI shall be entitled to immediately charge any increases in freight and insurance costs resulting therefrom to the Buyer.

16.4. The Parties undertake to agree on an established material price escalation formula for certain raw materials such as copper as adequate for the respective business.

16.5. The Parties will also assess the risks of currency fluctuations on their respective business and undertake to agree on a price calculation which mitigates the effects of fluctuations based on the concerned foreign exchange rates.

16.6. In case of volume fluctuations with a total drop of actual volumes invoiced over one (1) full production year by LEONI to Buyer of ten (10) % or more compared to volumes referred to in LEONI's Quotation, LEONI is entitled to a reasonable compensation and to a product price adjustment for the following years of production. Such price adjustment shall cover, among others, lost margin, un-amortized development and investments costs and lost contribution to fixed costs.

The Parties shall meet within two (2) weeks from the date of sending of a written notice by LEONI to the Buyer to discuss requested price adjustment. Parties shall negotiate in good faith on the basis of the financial elements presented by LEONI. In case the Parties cannot find an agreement on the LEONI requested compensation and price adjustment within two (2) months from LEONI's notice, LEONI shall, at its sole option, have the possibility to terminate the

respective Supply Contract as of right and without damage to the Buyer with a four (4) month prior notice and to claim for compensation.

17. Offset, Right to Retain

17.1. Buyer acknowledges and agrees that in no circumstance shall it be entitled to setoff or debit any amount allegedly owed to it by LEONI against any amount payable to LEONI unless Buyer has provided advanced written notice of the proposed setoff with a detailed explanation for the basis and has received LEONI's written agreement to allow the proposed setoff.

17.2. In the event Buyer fails to comply with the foregoing and improperly sets off, debits or recoups from amounts due or to become due to LEONI, LEONI shall be entitled, in addition to all of its other rights hereunder or otherwise, to withhold shipments of Products until Buyer reverses such improper set off, debit and/or recoupment.

18. Tooling/Equipment

18.1. Buyer will own the tooling used by LEONI to manufacture the Products ("Property") if (i) Buyer or its customer has provided the Property, or (ii) Buyer or its customer has fully and unconditionally paid for the Property and the Parties have agreed transfer of property (in either case, "Buyer's Property").

18.2. LEONI will (i) at its expense, maintain Buyer's Property in good condition, normal wear and tear excepted, throughout the useful life of Buyer's Property; (ii) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or its customer; and (iii) if needed be entitled to remove Buyer's Property from LEONI's premises without Buyer's approval. If Buyer's Property exceeds its useful life, as determined based on Buyer's volume estimates provided at the time the Property was quoted or requires replacement or refurbishment due to normal wear and tear, Buyer will be responsible for the cost of refurbishing or replacing Buyer's Property.

18.3. Buyer will pay for Buyer's Property that Buyer is required to purchase at the amount specified in the Supply Contract or, if no amount is specified in the Supply Contract, at (i) if manufactured by a third party, LEONI's actual cost, including reasonable mark-up; or (ii) if manufactured by LEONI, LEONI's actual cost of purchased materials, components, and services, plus LEONI's actual cost of labor and overhead allocable to the Buyer's Property. Unless otherwise stated in the Supply Contract, final payment for Buyer's Property is due (i) on the PPAP (Production Part Approval Process) approval date; or (ii) within 60 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

18.4. LEONI will release the requested Buyer's Property FCA (Incoterms 2020), provided that title has already passed to Buyer. Title passes to Buyer upon receipt of full and unconditional payment by Buyer of the amounts due for Buyer's Property as per 18.3 above.

18.5. If the release or recovery of Buyer's Property renders LEONI unable to produce Products, the release or recovery will be deemed a termination of the respective Supply Contract by Buyer for convenience with respect to those Products.

19. Spare parts/prices

19.1. In case of an obligation to supply spare parts for a certain duration after End of Production (EOP)/serial delivery, the prices for spare parts after EOP will be negotiated separately.

20. Force Majeure

20.1. LEONI shall not be in breach of the Supply Contract if its performance of the Supply Contract is delayed, prevented or impeded by an Event of Force Majeure as

defined below in Section 20.2. In particular, the delivery obligations of LEONI will be suspended to the extent and during the time its ability to fulfil such obligations is affected by a Force Majeure Event; LEONI shall accordingly be entitled to an extension of time for performance which is reasonable, and in any event at least equal to the period of delay caused by the Force Majeure Event.

20.2. Any event that is beyond LEONI's reasonable control shall be deemed to constitute an "Event of Force Majeure" regardless of whether such event occurs before or after the conclusion of the Supply Contract. An Event of Force Majeure shall include but shall not be limited to natural disasters or catastrophic events, pandemics, nuclear accidents, fire, flood, typhoons or earthquakes, terrorism, acts or omissions by governmental authorities, embargoes, allocations or restrictions upon the use of materials or manpower, war, riots, sabotage or revolutions, strikes or lockouts.

20.3. If LEONI claims that an Event of Force Majeure has occurred affecting its performance, LEONI shall notify the Buyer. If the Event of Force Majeure continues for a period of ninety (90) calendar days or more, upon notice, either Party may terminate the Supply Contract which is affected by the Event of Force Majeure in writing after the lapse of that period with a notice period of one week.

20.4. This Section 20 shall not prejudice any further exemption provisions provided either by these GTC and any additional remedies under applicable statutory law (such as impossibility, frustration of purpose, commercial impracticability § 2 – 615 UCC) remain unaffected by this Section 20.

21. Confidentiality

21.1. The Parties shall keep all drawings, technical specifications, commercial documents and any other information of a confidential nature (collectively hereinafter "Information") received from the respective other Party or one of its affiliates in any form or media in relation to the Supply Contract, its conclusion and performance confidential with respect to any third parties and shall use the Information solely for the purpose of the Supply Contract. The receiving Party is entitled to disclose any such Information with its affiliates, but remains fully liable towards the respective other Party for any breach of the present obligations as if the receiving Party had committed the breach itself. Nothing herein shall be construed as an obligation for a Party to disclose certain Information to the other Party.

21.2. The confidentiality obligation shall not apply to Information which

- a. is in the public domain at the time of disclosure or later becomes part of the public domain without any breach of this confidentiality obligation;
- b. was known to the receiving Party prior to disclosure by the disclosing Party;
- c. is disclosed to the receiving Party by a third party without any breach of a confidentiality obligation towards the disclosing Party;
- d. has been independently developed by the receiving Party;
- e. is required to be disclosed by law.

The receiving Party bears the burden of proof that any one of the foregoing requirements for an exemption is fulfilled.

21.3. Party receiving Confidential Information shall not disassemble, decompile, analyze or otherwise reverse engineer any Product or object (including software code) received from the disclosing Party under the terms of the Supply Contract.

21.4. The confidentiality obligations stipulated in this Section 21 shall remain in force after the Parties have discharged their performance obligations. They shall also survive the termination of the respective Supply Contract.

21.5. Any statutory obligations pursuant, but not limited to the Defend Trade Secrets Act, the Michigan Uniform Trade Secrets Act, and the Economic Espionage Act shall remain unaffected by the above.

22. Data

The rights of use for data shall apply to any data generated by automated raw data collected during the cooperation by any parties (production and condition data) or by any end customer in the use of the products or made available to LEONI by the Buyer in connection with the respective Supply Contract, as well as any information resulting from the processing of such raw data, including any summaries, transformations and visualizations. LEONI shall be the sole owner and exclusive holder of all rights to the raw data as well as to all information resulting from the processing of such raw data. For LEONI in particular, this includes the exclusive right to grant rights of use to third parties as well as the prohibition of use. LEONI grants the Buyer the non-exclusive, non-transferable and non-sublicensable right to use the raw data and information from the data processing during the term of the respective Supply Contract for its own internal purposes.

23. Social Responsibility

23.1. It is of major importance for LEONI that social responsibility and sustainability also apply in its business relationships. Within the framework of the legally stipulated due diligence obligations, this therefore applies likewise in respect of LEONI's own staff, the staff of its contracting parties and society at large. To this end, LEONI has anchored its principles in 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. The currently valid version is available at LEONI's website under LEONI Code of Conduct for business partners – LEONI and will be sent to the Buyer on request. The Buyer assures to comply with the LEONI Code of Conduct for Business Partners and to appropriately address the principles of responsible business conduct specified therein within its company.

23.2. LEONI expects that the Buyer has established or introduces a due diligence process with corresponding measures and operates an appropriate system for the management of human rights and environment-related risks.

23.3. Any serious breach or repeated breaches of the principles of the LEONI Code of Conduct for Business Partners shall render the continuation of the business relationship untenable for LEONI. In such case, LEONI reserves the right to terminate the business relationship in whole or in part if (i) no action is taken to remedy the breach within a reasonable period of time after a written request to the Buyer to remedy the breach; or (ii) a breach is obvious and other equally suitable means are not available or not successful.

24. Tax/Export Control/Customs

24.1. Delivery obligations of LEONI are subject to the condition precedent that required export licenses are issued and that no other restrictions imposed by applicable mandatory export control regulations of the European Union, the United States of America or any other relevant jurisdiction (regardless of whether these restrictions were at the time of contract conclusion foreseeable or not) exist. In the event that the delivery of the Products is prevented by export control regulations or other legally mandated restrictions for more than three (3) months from the scheduled delivery date, both Parties are entitled to declare the termination of the respective Supply Contract.

24.2. The Buyer undertakes to comply with all applicable export control regulations, in particular but not limited to those enacted by the European Union and the United States of America. In particular, the Buyer undertakes not to directly or indirectly export or re-export the Products to any

country for which such export may be prohibited by applicable export control regulations. Failure to comply strictly with all laws relating to embargoes, sanctions, export and re-export applicable to the Buyer will entitle LEONI to terminate the Supply Contract for cause according to Section 25.2 below.

24.3. In the event that any new trade tariffs, duties, or similar charges are imposed by any governmental authority after the date of the respective Supply Contract, which directly or indirectly increase the cost of Products provided under these GTC, LEONI reserves the right to adjust the prices accordingly. The Buyer agrees to pay any additional costs resulting from such tariffs, duties, or charges. LEONI shall provide the Buyer with written notice of any such adjustments, including reasonable documentation of the increased costs.

25. Term and termination

25.1. LEONI is entitled to terminate the Supply Contract for convenience upon nine (9) month's prior written notice.

25.2. Each Party's right to terminate the Supply Contract for cause remains unaffected.

25.3. LEONI is entitled to terminate the Supply Contract for cause particularly but not limited to the following cases:

- If the Buyer fails to make payment of the contract price to LEONI under the Supply Contract within thirty (30) days after it has become due, or
- If the Parties cannot reach an agreement in regards to a price adjustment in case of changes of costs (Section 16.3) or in case of volume fluctuations (Section 16.6).

25.4. Should LEONI become aware of any circumstances causing doubts about the Buyer's creditworthiness after the conclusion of the Supply Contract, LEONI is entitled, at its sole discretion, to either withdraw from the Supply Contract, to change to advance payment, or to supply only if a security has been provided. This applies also when debts due have not been paid. In the event of termination the Buyer waives all rights, if any, to make any claims whatsoever for damages due to non-fulfillment of contract or otherwise.

26. WAIVER OF JURY TRIAL

BUYER AND LEONI ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH BUYER AND LEONI, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT), WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO ANY ORDER OR ANY DOCUMENT PERTAINING TO AN ORDER OR THE GTC.

27. Choice of law

This GTC and any Supply Contract hereunder shall be governed by and construed in accordance with the laws of the State of Michigan (other than its choice of laws rules) and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

28. Choice of forum

28.1. Any Party who wishes to bring against the other Party a civil action or proceeding arising out of or relating to either the GTC or any Supply Contract hereunder or the relationship of the Parties may bring such action or proceeding only in a federal court in the Eastern Michigan District or, in the absence of subject matter jurisdiction, in a state court in Oakland county, Michigan, United States of America.

28.2. For this purpose, each Party consents to personal jurisdiction in such state or federal court and waives any right to dismiss or transfer such action or proceeding because of the inconvenience of the forum.

28.3. Nothing in this section shall prevent enforcement in another forum of any judgment obtained in a court identified in subsection 28.1.

29. Assignment

The Buyer is not entitled to assign any rights or claims arising from or related to the Supply Contract to any third party without the prior written consent of LEONI. Buyer irrevocably consents that LEONI is entitled to assign the receivables under each Supply Contract for the purpose of factoring.

30. Miscellaneous:

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

30.2. If any provision of these GTC 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 these GTC 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.