

GENERAL TERMS AND CONDITIONS OF SALE (GTC) **of LEONI Bordnetz-Systeme GmbH and LEONI Kabelsysteme GmbH**

1. Application/General Provisions

1.1. These LEONI General Terms and Conditions of Sale (GTC) shall apply exclusively. Different or contrary terms shall not apply - whether or not such terms conflict with or supplement these GTC and irrespective of when and in what form they are being presented to LEONI - except if expressly agreed upon in writing. 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.

1.2. 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.

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

2. Offer/Acceptance, Order

2.1. All offers by LEONI are without obligation and non-binding except if they explicitly state otherwise or refer to a specific deadline for their acceptance.

2.2. All agreed conditions which constitute the basis for the supply of goods or services ("Goods"), for example but not limited to 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 all of which, together with these GTC and the offer, constitute the "Supply Contract".

2.3. To the extent the Buyer's order deviates from the offer or the conditions which have been agreed by the parties (for example in a nomination agreement), the deviating conditions shall only become binding if explicitly agreed by LEONI.

2.4. The Buyer shall actively inform LEONI in the 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 communicated too late or not at all 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 Goods. In the event that LEONI does not receive timely after the receipt of Goods a suitable documentary evidence, LEONI is entitled to claim for additional local VAT.

3. 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 customer demand are avoided.

3.3. During the Production Release Period the Buyer is obliged to accept the finished Goods 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.

4.2. The risk shall pass to the Buyer according to the agreed INCOTERM ® 2020. If not agreed otherwise, the delivery shall take place FCA LEONI plant.

4.3. If LEONI is not able to deliver the Goods 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, especially concluding sufficient procurement contracts, in order to fulfill its obligations towards the Buyer.

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

4.5. This shall not apply to lost profit or damage arising from interruption of business except in cases of gross negligence or intent.

5. Default of Acceptance

5.1. If the shipment is delayed due to circumstances for which the Buyer is responsible or if the Buyer refuses to accept the delivery without legal cause, the risk shall pass to the Buyer at the time when LEONI has notified the Buyer that the Goods 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 Supply 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. Changes

If the Buyer requests changes to the Goods, 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 and the costs.

8. Incoming Goods Inspection

8.1. 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 is or should have been detected.

8.2. 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. Warranty

9.1. LEONI only warrants that at the time of transfer of risk to the Buyer the Goods conform with the contractual obligations as to quantity, quality and description and are free from enforceable rights of third parties.

9.2. The Goods 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 exhaustively describe the applicable conformity standard of the Goods. In the absence of agreed specifications, the Goods shall only be deemed defective if they are at the time of transfer of risk not fit for the purpose for which goods of the same description would ordinarily be used. The application of any further conformity standards implied by law or otherwise is explicitly excluded. LEONI shall in particular not be responsible for the fitness of the Goods for any particular purpose or for compliance of the Goods with any legal requirements existing outside of LEONI's country of residence.

9.3. 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 Good other than for the purpose for which it was designed and assembled), faulty use, maintenance or modifications of the Goods, 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.

9.4. Any Goods that have allegedly failed must be returned to LEONI for root cause analysis.

9.5. 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.

9.6. In case of delivery of non-conforming Goods, LEONI shall at its option and subject to any further preconditions pursuant to the applicable governing law either repair any defect or replace any Goods or any portion thereof that are non-conforming. LEONI shall be given adequate time and opportunity to remedy the defect. Upon LEONI's request, the Buyer shall provide the allegedly defective Goods to LEONI without undue delay. Only in the event of an

acknowledgement and remedy of the defect, LEONI is obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased Good was brought to a place other than the place of performance.

9.7. Unless explicitly agreed otherwise or unless provided for otherwise by mandatory law, any claims arising from liability for defects shall become time-barred 24 months after the time of transfer of risk to the Buyer.

9.8. In the case of defective Goods, 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 9. Quality and durability guarantees are only valid if they are explicitly and individually stated as such in writing.

10. Directed Buy

10.1. "Directed Buy" means that LEONI has to incorporate parts into its Goods or to use parts for its production which LEONI has to procure from a supplier as specified by the Buyer. 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.

10.2. Such 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 contracts with LEONI. In case such designated suppliers are not willing to work with LEONI as a partner, for example if a 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.

10.3. 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.

10.4. In particular LEONI shall not assume any kind of vicarious liability for Directed Buy parts.

10.5. 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.

11. Liability

11.1. Unless liability is explicitly regulated differently elsewhere in these conditions, LEONI shall be liable for compensation for damage suffered by the Buyer as a consequence of delay, incorrect delivery, or violation of official safety regulations or for any other reason attributable to LEONI, only as set out in the following. LEONI shall not be liable for loss of profit or damage arising from interruption of business.

11.2. 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 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.

11.3. An obligation of LEONI to compensate for damages is excluded to the extent the Buyer, for its part, has effectively limited liability to its buyer.

11.4. 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 in advance. It shall give LEONI the opportunity to investigate the damage. The contractual partners shall consult with each other on the measures to be taken, in particular regarding settlement negotiations.

11.5. 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 part supplied. In particular, the replacements, costs and expenditures to be borne by LEONI must be proportionate to the value of the part supplied.

11.6. Liability on the part of LEONI shall be excluded for 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 defect occurs in a product which LEONI had to acquire from a directed supplier, except if the defect was caused due to an incorrect assembly by LEONI or
- if they result from repair, change, refurbishment or alteration of the Good which was not authorized by LEONI.

11.7. 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 was committed due to gross negligence or intent. They shall also exist if the Buyer claims damages due to the lack of a quality of the item which LEONI had guaranteed.

11.8. Claims of the Buyer arising from product liability, especially but not limited to injury of life, limb and health, and other cases of strict liability according to the applicable law shall remain unaffected by the provisions of this Section 11. Quality and durability guarantees are only valid if they are explicitly and individually stated as such in writing.

12. Intellectual property rights

12.1. LEONI will take all reasonable efforts to care for claims that arise during contractual use of the delivered Goods 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.

12.2. LEONI shall indemnify the Buyer against claims arising from the contractual use of such intellectual property rights if and only to the extent that a Good delivered by LEONI actually infringes a published third-party property right in the aforementioned countries and LEONI has caused the breach by intent or gross negligence. If any of the Goods delivered is or LEONI believes is 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 Goods delivered as permitted by these terms and conditions;

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

This shall not apply if

a) LEONI has produced the Goods 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 Goods it developed did not have to know, that intellectual property rights were thus violated;

b) the Goods 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;

c) LEONI has to include customer defined components into the Goods and either these components or the combination of the components with the Goods infringes third party intellectual property rights,

d) the breach of third party rights was caused by the use of Goods outside the contractually defined use or environment under these terms and conditions,

e) the Buyer has changed or modified the Goods after delivery and the Buyer cannot prove that the infringement of third party property rights does not result from this modification.

To the extent that LEONI is not liable under subsection 2, the Buyer shall indemnify LEONI against all claims brought by third parties.

12.3. 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.

12.4. The principles set out in Section 11 regarding limitation of liability shall apply mutatis mutandis.

13. Software

13.1. 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 Goods on the Buyer's written request.

13.2. For the determination of liability, the provisions of Section 11 above shall apply.

14. Prices, Payment

14.1. Unless otherwise agreed upon in writing, all packaging and shipment costs shall be borne by the Buyer.

14.2. Unless otherwise agreed upon in writing, credits and reimbursements are made without acknowledgment of fault or legal obligation of performance.

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

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

14.5. If LEONI does not receive payment from the Buyer when such payment has become due, LEONI is entitled to charge interest at an annual rate of nine (9) percentage points above the rate for main refinancing operations of the European Central Bank (ECB) (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/key_ecb_interest_rates/html/index.en.html) as applicable throughout the period of delay.

14.6. The Buyer hereby acknowledges that LEONI's quoted Goods' 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"). 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 other costs, 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.

14.7. 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.

14.8. 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.

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

14.10. 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 from this to the Buyer.

14.11. 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.

14.12. 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.

14.13. 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 offer, 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.

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

14.15. 14.7 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.

15. Offset, Right to Retain

15.1. Without prejudice to any further requirements of the applicable law, the Buyer may only set off claims against LEONI that are owed in the same currency as the corresponding claim of LEONI arising out of the Supply Contract and that are either undisputed between the parties or have been finally adjudicated. The aforementioned rules shall apply mutatis mutandis to any right of retention of the Buyer.

15.2. 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 Goods until Buyer reverses such improper set off, debit and/or recoupment.

16. Tooling

16.1. Tooling/equipment will be invoiced separately if not agreed otherwise.

16.2. Buyer will own the tooling used by Seller to manufacture Goods ("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 it has been agreed that the ownership will be transferred to the Buyer (in either case, "Buyer's Property").

16.3. Seller 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 Seller'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.

16.4. 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, Seller's actual cost, including reasonable mark-up; or (ii) if manufactured by Seller, Seller's actual cost of purchased materials, components, and services, plus Seller'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.

16.5. Seller 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 16.2 above.

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

17. Force Majeure

17.1. 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 17.2. 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.

17.2. 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.

17.3. 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.

17.4. This Section 17 shall not prejudice any further exemption provisions provided either by these General Terms and Conditions of Sale or the applicable law.

18. Confidentiality

18.1. 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 this Supply Contract, its conclusion and performance confidential with respect to any third parties and shall use the Information solely for the purpose of this Supply Contract. The receiving Party is entitled to disclose any such Information to 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.

18.2. 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.

18.3. A 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 this Supply Contract.

18.4. The confidentiality obligations stipulated in this Section 18 shall remain in force after the Parties have discharged their performance obligations. They shall also survive the termination of the Supply Contract.

19. Data

19.1. The rights of use of data shall apply to any data generated by automated raw data collected during the cooperation by any Partner (production and condition data) or by any End Customer in the use of the Goods or made available to LEONI by the Buyer in connection with this Agreement, 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 Supply Contract for its own internal purposes under this Supply Contract.

20. Corporate Social Responsibility

20.1. 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 Terms and Conditions. The currently valid version is available at 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.

20.2. 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.

20.3. 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.

21. Tax/Export Control/Customs

21.1. Delivery obligations of the Seller 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 jurisdiction relevant to the business transaction (regardless of whether these restrictions were at the time of Supply Contract conclusion foreseeable or not) exist. In the event that the delivery of the Goods is prevented by export control regulations or other legally mandated restrictions for more than three (3) months from the scheduled delivery date, LEONI is entitled to terminate the Supply Contract according to Section 22.2 below.

21.2. The Buyer undertakes to comply with all applicable export control regulations relevant to the business transaction, 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 Goods 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 the Seller to terminate the Supply Contract for cause according to Section 22.2 below.

22. Term and termination

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

22.2. The Parties' right to terminate the Supply Contract for cause remains unaffected.

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

- a) If the Buyer fails to make payment of the contract price to the Seller under the Supply Contract within thirty (30) days after it has become due, or
- b) if the Parties cannot reach an agreement in case of changes of costs according to Section 14.3 or in case of volume fluctuations according to Section 14.6.

22.4. 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 cancellation the Buyer waives all rights, if any, to make any claims whatsoever for damages due to non-fulfillment of Supply Contract or otherwise.

23. Applicable law, Jurisdiction

23.1. The laws 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.

23.2. The German courts shall have exclusive jurisdiction for all disputes brought forward by one of the Parties against the other Party arising either directly or indirectly in connection with or related to the supply of Goods and irrespective of the nature of claim whether contractual or tortious in nature.

24. Assignment

24.1. 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.

25. Miscellaneous

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

25.2. 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.