

iwis Group General Terms and Conditions of Purchase

(Version: November 2022)

I. Relevant Conditions

The legal relationship between iwis mobility systems GmbH & Co. KG, iwis antriebssysteme GmbH & Co. KG, iwis mechatronics GmbH & Co. KG, iwis smart connect GmbH as well as their respective affiliates as defined in § 15 of German Company Law (AktG) (hereinafter named "iwis"), on the one hand, and the Supplier, on the other, shall be governed exclusively by these conditions. Alterations and amendments must be made in writing. Any other General Terms and Conditions of the Supplier will not apply, even if they have not been explicitly excluded in any individual case. Reception of goods/services and their payment does not constitute approval.

II. Orders

1. Contractual agreements (e.g. order and acceptance) and any calls for delivery, as well as any alterations and amendments thereto, must be made in writing. Upon iwis' request, such notifications can also be made via email or via EDI.
2. In the event that the Supplier does not explicitly refuse acceptance of the order within five (5) working days from the order date, the order shall be deemed to be accepted by the Supplier, unless iwis withdraws its offer in writing at the latest within ten (10) working days from the order date.
3. Discrepancies from as well as changes or extensions to the purchase order indicated in the Supplier's Order Confirmation will not have contractual effect unless confirmed by iwis in writing.
4. Calls for delivery under existing framework orders shall become binding if the Supplier does not refuse these within two (2) working days from receipt. They are binding for the first six (6) weeks. Quantities referring to a later point in time serve only as information to assist the Supplier in planning.
5. To the extent reasonably acceptable to the Supplier, iwis may demand changes and modifications to the design and execution of the object of the order. In this respect, the consequences thereof, in particular regarding any additional or reduced costs as well as delivery dates, are to be resolved in an appropriate and mutually acceptable manner.
6. To provide the product or service, the Supplier may make use of subcontractors only following prior written agreement from iwis; iwis will not unreasonably refuse this agreement. The Supplier is liable for its subcontractors' to the same extent as for its own negligence.

III. Prices / Payment

1. The agreed prices are fixed prices. In all cases, subsequent price changes, even in the case of changes to construction or design demanded by iwis, require iwis' written confirmation. The costs of packaging and carriage must be indicated separately. iwis will benefit from any general price reductions made by the Supplier (e.g. reduction in list prices). The statutory VAT must be indicated separately.
2. Unless agreed to the contrary, payments will be made within 14 days with 3 % discount, within 30 days with 2 % discount or within 90 days without discount, calculated in each case from the date of receipt of the invoice and the date of delivery/provision of service, whichever is the later. In the case of acceptance of earlier delivery, payment will be due on the basis of the originally agreed delivery date.
3. The payment period starts as soon as the delivery has been made or the service provided in full and a corresponding invoice that complies with the provisions of commercial and fiscal law has been received by iwis. If the supplier is required to provide material certifications, test reports, quality documents or other documentation then delivery or the provision of the service is complete only when this documentation has been received. The deduction of a discount is also permissible if iwis offsets amounts or withholds payments to an appropriate extent due to defects; the payment period commences once the defects have been fully eliminated.

4. The payment is subject to invoice verification and is made by bank transfer.
5. In the case of a defective delivery/service provision, iwis may, amongst other things, withhold payment on a pro rata basis until satisfactory performance has been received. Payment does not constitute acknowledgement of the contractual compliance of the delivery or service.
6. Without iwis' prior written consent, the Supplier is not entitled to assign its accounts receivable against iwis to or have them collected by third parties.
7. If a contracting partner ceases to pay or if insolvency proceedings are applied for regarding its assets or if a legal or out-of-court compromise procedure is applied for, the other contractual partner is entitled to withdraw from the part of the contract that remains unfulfilled.

IV. Delivery / Delivery Dates

1. Unless otherwise agreed, delivery is made free to factory duty paid and insured, including packaging and unloading, during the goods delivery times and to the address specified by iwis. The Supplier bears the risk of damage until the goods have been accepted by iwis.
2. All agreed delivery dates and time limits are binding. Compliance with such dates and time limits is determined by the date of receipt of the goods by iwis. The acceptance of delayed goods/services does not constitute a waiver of claims for compensation.
3. Upon iwis' request, the Supplier is obliged to deliver the goods even outside the agreed period, unless there are compelling reasons not to do so.
4. Furthermore, the Supplier must ensure that the delivered goods are accompanied by all the necessary transport and freight documents.
5. Partial deliveries are only permitted with iwis' explicit consent and will only be remunerated pro-rata and upon production of express written consent.
6. Force majeure, operational disruptions, industrial action, pandemics, administrative orders and other unavoidable events release iwis from acceptance for the duration of the existence of such events.

V. Replacement Parts / Packaging

1. The Supplier is obliged to deliver replacement parts under appropriate terms and conditions for the period of normal technical use and, however, for at least 15 years after the last series delivery.
2. The Supplier shall pack the goods to be delivered appropriately and take measures to ensure their preservation if required (e.g. anti-rust protection). In doing so, the Supplier shall adhere to iwis' packaging and logistics regulations. The Supplier shall be liable for any and all damages due to incorrect packaging.

VI. Notice of Defects

1. iwis will inspect the received goods and provided services for any apparent defects, in particular transport damage or obvious quantity discrepancies, within a period of 14 days and indicate these to the Supplier without delay.
2. Hidden defects shall be notified to the Supplier within 14 days of detection. The Supplier hereby waives the objection of late receipt of the complaint.

VII. Warranty Claims

1. The Supplier guarantees that the delivered goods comply with the agreed specification, are of habitual market quality, are free from defects and – insofar as the Supplier is aware of the specific purpose for which the goods have been purchased – that they are appropriate for this purpose.
2. Following appropriate prior notification, iwis is entitled to check compliance with the quality requirements at the Supplier's premises during normal business hours either itself or by third parties instructed to do so by it.
3. In the event of the delivery of faulty goods or the provision of defective services, iwis has the right to decide on the type of supplementary performance. If no other form of supplementary performance is chosen then the Supplier may initially choose to provide a replacement delivery or repeat the provision of the service unless this is not acceptable for iwis. If the Supplier is unable to deliver

replacement goods or provide the service again or if it does not immediately comply with the request for supplementary performance, iwis is entitled to withdraw from the contract and return the goods at the Supplier's expense and at the Supplier's own risk. In urgent cases, iwis may rectify the defects itself or entrust this work to a third party. The Supplier shall bear the corresponding costs.

4. iwis may rectify minor defects immediately at the Supplier's expense. iwis will send a report indicating the type and extent of such defects and the repair work performed. If the same goods/services are repeatedly delivered/provided defective, iwis will be entitled, following a written warning, to withdraw from the order, including with regard to any goods or services which have not yet been supplied, if the goods/services are once again delivered/provided in a defective state.
5. In the event that, even after the goods have been inspected in a timely fashion during the normal course of business, a defect first becomes apparent following commencement of the manufacturing process or, in individual cases, after receipt by an iwis customer, iwis is entitled to claim consequential damages including unnecessary expenses incurred by iwis as a result of such defects.
6. Warranty claims shall, except in the case of malicious intent, lapse 3 years from the passing of risk and after 5 years in the case of buildings or goods intended for buildings. The warranty period will recommence for subsequently delivered or repaired goods.

VIII. Liability

1. Unless other provisions regarding liability are stipulated elsewhere in these terms and conditions, the Supplier shall be liable as follows for any loss or damage caused to iwis, directly or indirectly, as a result of a defective delivery, any infringement of regulatory safety requirements or any other reasons in law attributable to the Supplier:
 - a. With regard to product liability claims, the Supplier shall indemnify iwis if and insofar as the loss or damage was caused by a defect in the delivered goods.
 - b. In cases of fault-based liability, the Supplier shall be liable towards iwis as if it were itself directly liable.
 - c. Regarding compensation for loss and damage between iwis and the Supplier, the principles of § 254 of the German Civil Code (BGB) shall apply accordingly.
 - d. The Supplier shall be liable for any actions undertaken by iwis for the prevention of loss or damage (e.g. recalls).
 - e. In the event that iwis intends to make a claim against the Supplier in accordance with the foregoing provisions, iwis will inform the Supplier of the measures that are to be taken. In the case of settlement negotiations, in particular, the contractual partners should come to an agreement that is economically acceptable for iwis.
 - f. The Supplier is liable for its subcontractors to the same extent as for its own negligence.
2. The Supplier shall indemnify iwis against any claims by third parties resulting from the fact that it or a subcontractor employed by it fails to observe or violates an applicable legal provision (e.g. legislation on minimum wage).

IX. Export Control

1. The Supplier must document that all involved processes, products and services comply with the current legal and regulatory requirements of the exporting country, the importing country and the country of destination specified by the customer. All the documents and information that iwis requires in order to comply with foreign trade and payments legislation must be made available to iwis without delay.
2. The Supplier must implement special control measures for products that are subject to legal and regulatory requirements and ensure that monitoring is carried out and continuously maintained as required.
3. If the Supplier infringes its obligations under the present Section IX, then it shall bear any expenses, loss and damage arising for iwis as a result of this except in cases where the infringement of such obligations is beyond the Supplier's control.

X. Compliance with Regulations

1. The Supplier guarantees that its deliveries respect the recognised rules of engineering practice and comply with all agreed technical data and specifications. Orders and calls for delivery are made on the basis of the documents made available in the Supplier Portal, on page <http://www.iwis.com/downloads> or transmitted to the Supplier, such as the Code of Conduct for Business Partners, the Quality Assurance Agreement and the Logistics Handbook, together with any customer-specific instructions that may have been provided. All such provisions must be respected.
2. The Supplier is responsible for ensuring that its deliveries adhere to all requirements from the EU Chemical Regulation REACH (EG No.1907/2006) on time. iwis is not obliged to complete the (pre-) registration.
3. All goods which are subject to the EU guidelines on conformity due to their nature or characteristics must be marked with the CE mark. They must be accompanied by all documents required for this mark. By affixing the CE mark, the Supplier guarantees conformity and compliance with all applicable legal requirements.
4. The Supplier does not use any conflict raw materials in its deliveries. Conflict raw materials include cobalt, columbite-tantalite (coltan), cassiterite, gold, wolframite and their derivatives from the Democratic Republic of the Congo and its adjoining countries, further defined in article 1502 section e, clauses 1 and 4 of the Dodd-Frank Wall Street Reform and Consumer Protection Acts (USA) and Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 establishing supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold from conflict and high-risk areas. The Supplier is required to periodically complete the Conflict Minerals Report Template (CMRT) and Cobalt Report Template (CRT) to assist in the data sharing required to comply with Section 1502 of the Dodd-Frank Act. The Supplier will take and implement appropriate measures to ensure that the prohibition of acquisition and use is respected.
5. The Supplier guarantees that all deliveries meet the requirements of directive 2011/65/EU, also referred to as RoHS (German Electronic Equipment Substances Ordinance [ElektroStoffV - Elektro- und Elektronikgeräte-Stoff-Verordnung] of April 19, 2013).
6. The Supplier is also obliged to provide deliveries and/or services in a way that ensures compliance with the legal and official regulations, guidelines and other legal norms at the place of manufacture and at the place of use determined by iwis, in particular regarding quality, environmental protection, conventions of the International Labour Organisation and product safety (Product Safety Act).
7. The Supplier will adhere to the standards of compliance applicable at iwis, in particular with regard to fair competition, minimum wage requirements and the rejection of illegal conditions of employment. The regulations of the iwis Group's Code of Conduct for Business Partners apply.

XI. Confidentiality

1. The parties to the contract undertake to treat all commercial and technical information which is not in the public domain and of which they become aware as a result of these business relations as confidential and further undertake not to disclose such information to third parties, except in cases where knowledge of this information is necessarily required, and to respect these undertakings even following the expiry of the contract. On the request of one of the parties to the contract, such information will be returned or destroyed.
2. Unless otherwise agreed, the Supplier must not make use of contract documents, drawings, models, samples and similar records and items, as well as project plans, process descriptions and programming results, make these available to unauthorised third parties or disclose them in any other way.
3. Subcontractors must also be bound by the above provisions.
4. The parties to the contract may only refer to the business arrangement in their advertising with the prior written agreement of the other party.

XII. Intellectual Property Rights / Rights of Use

1. The Supplier guarantees that its deliveries / services are free from any defect in title and, in particular,

indemnifies iwis and its customers against any claims arising from defects in title, including all costs, fees and expenses arising in connection with any resulting disputes.

2. The Supplier undertakes to notify iwis immediately of any risks of which it becomes aware, and in particular of alleged infringements of third-party intellectual property rights.
3. Insofar as development work is commissioned or becomes necessary in connection with orders, irrespective of whether or not separate remuneration is paid for this, any intellectual property rights that arise out of such work (if necessary, after appropriate claims have been made by the Supplier under national employee invention legislation) shall be assigned to iwis. The same applies to rights of use as appropriate. In addition, the Supplier shall also inform iwis with regard to all work results, improvements and similar. The Supplier also grants iwis an irrevocable, non-exclusive, cost-free global license, together with the right to assign sublicenses, in respect of all intellectual property rights on which the development results are based or which iwis requires for the direct or indirect use of the development results.
4. If the assignment of intellectual property rights to iwis in accordance with paragraph 3 above should not be possible for legal reasons, then the Supplier will grant iwis an exclusive, transferable, global, irrevocable and cost-free right of use that is unlimited in terms of both time and content and provides for the possibility of issuing sublicenses.
5. If, in order to provide the products or services, the Supplier creates or adapts software, then the above rights of use extend both to the object code and to the source code and documentation of the created and adapted software.

XIII. Production / Testing Equipment

1. iwis shall acquire sole or joint ownership proportional to its financial contribution of any production or testing equipment which iwis pays for in part or in full. The transfer of such equipment shall be replaced by an agreement of safekeeping under the terms of which the Supplier is entitled to possession until further notice. The Supplier shall be liable for the loss/destruction or deterioration of such equipment. iwis' production/testing equipment must not be destroyed, sold, assigned, pledged or otherwise disposed of without prior written agreement. On request by iwis, it must be returned without delay.
2. Production and testing equipment made available to the Supplier by iwis or which has been paid for in full or in part by iwis may only be used for deliveries to third parties following prior written consent.
3. All production and testing equipment shall comply with any official regulations (including occupational health and safety regulations and the regulations of the employers' liability insurance associations) and shall – to the extent required - comply with the most recent EU Machinery Directive.

XIV. Services or Execution of Work

Persons carrying out work on the company premises in order to fulfil an order or a contract must comply with iwis' provisions and regulations. iwis shall accept no liability for any accidents occurring to such persons while on the company premises, unless such accidents are due to malicious intent or gross negligence on the part of iwis.

XV. Responsibility and Due Diligence in the Supply Chain

1. The Supplier is required to observe and comply with the human rights and labour, social and environmental standards defined in the Supply Chain Act ("LkSG") in the light of the applicable legal provisions. The objective is to prevent or minimise infringements of these provisions. To this end, the Supplier must implement appropriate preventive measures. The Supplier must provide iwis with comprehensive written information concerning these on request.
2. Each year or as and when required, iwis is entitled, after giving a corresponding notification, to conduct audits itself or to instruct third parties to conduct audits during the Supplier's normal hours of business with regard to the Supplier's compliance with its responsibilities and fulfilment of its due diligence obligations arising from the Supply Chain Act. The Supplier shall cooperate fully during such audits and provide iwis with all the necessary information and documentation.

3. The Supplier is obliged to incorporate the standards agreed upon in paragraph 1 and the requirement to implement preventive measures in its contractual relations with its suppliers and to secure their binding agreement to these accordingly. The Supplier will ensure that iwis is able to conduct corresponding audits of its immediate suppliers or arrange for such audits to be conducted by third parties.
4. If, despite the implemented preventive measures, infringements as specified in paragraph 1 above nevertheless occur during the Supplier's own business operations or those of the suppliers it employs, then the Supplier is obliged to inform iwis of the infringement without delay and to take suitable measures to correct the situation and, if necessary, remedy its consequences and to provide information concerning the state of affairs continuously and without explicit request.
5. Serious infringements of the human rights and labour, social and environmental standards defined in the Supply Chain Act by the Supplier or one of its own suppliers entitle iwis to terminate the contractual relationship due to exceptional grounds.

XVI. General Provisions

1. The substantive law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods, applies. The place of performance and jurisdiction is the head office of the commissioning iwis company.
2. Clauses are to be interpreted according to the Incoterms valid in each specific situation. Should any provision of the present General Terms and Conditions of Purchase and any further agreements become ineffective, the remaining provisions and the validity of the contract shall be unaffected by this and the ineffective provision shall be replaced by a provision which resembles it as closely as possible in terms of the corresponding economic objectives.