

## I. Scope of Application

These General Purchase Conditions (hereinafter "GPC") apply to contractual agreements between Strattec SE or its associated companies (hereinafter "STRATEC") with another company (hereinafter "Supplier") on the supply of goods and services. "Goods" (within the meaning of these Conditions) are items or objects, including computer software, that STRATEC is purchasing from the Supplier by way of a purchase contract. "Services" within the meaning of this Agreement are work and services that STRATEC is provided with by the Supplier.

Notwithstanding other agreements between the Supplier and STRATEC, e.g. under the terms of a framework agreement, all supplies, services and offers by the Supplier shall be based exclusively on these GPC.

STRATEC expressly rejects any other terms of business or supply issued by the Supplier. This shall also apply if reference is made to the Supplier's General Terms of Business in any correspondence between the Supplier and STRATEC. Acceptance of goods or services and payments made by STRATEC to the Supplier shall not be deemed agreement to the Supplier's General Terms of Business.

### 2. Orders and Order Confirmations

Any order generated with the aid of automatic facilities which does not show a signature or an individual name shall still be deemed a written order. The Supplier must accept STRATEC orders in writing within one week from the date of the order (hereinafter referred to as "Order Confirmation"). Sentence 1 applies to Order Confirmations accordingly.

Should the content of an Order Confirmation differ from the content of the order, the Order Confirmation shall only be binding if STRATEC expressly agrees to it in writing.

Dates and places of delivery stated in any order shall be binding. STRATEC has the right to change date and place of delivery and the nature of the packaging by appropriate notification at least 5 work days before the agreed delivery date. Notification in the form of a text message shall be deemed sufficient.

### 3. Notification of Changes

Changes in the product specification shall be notified by STRATEC to the Supplier in text form, subject to a notice period of 5 work days, to the extent such changes can be implemented in the course of the Supplier's normal production process without significant additional cost. The Supplier will notify STRATEC at the earliest opportunity of any likely cost increases, determined to the best of his ability, and of any possible delivery delay. STRATEC will pay any additional, manifestly incurred costs of such changes in as much as they are reasonable.

Any delay in contractual performance caused by changes will be considered in the binding delivery dates, so that these will be adjusted accordingly.

Notwithstanding whatever changes made to the product specifications, the Supplier will, to a reasonable extent, use his best efforts to meet agreed delivery dates.

### 4. Prices, Terms of Payment, Invoice Details

The price detailed in the order is binding. Unless otherwise agreed in writing, the price shall include supply, transport and packaging.

If the price of packaging is not included, and if the amount payable for any packaging - not only for packaging provided on loan - is not expressly specified, this shall be the charged at the documented cost price. If requested by STRATEC, the Supplier shall take the packaging back at his own expense.

Unless otherwise agreed, STRATEC will make payment for the goods after delivery and submission of the invoice at the agreed price within 20 days with 2% discount, or within 60 days, net.

The Supplier must specify the order and article numbers assigned by STRATEC, as well as the delivered quantity and the delivery address on all Order Confirmations, delivery documents and invoices. If that information is wholly or partly missing, thus leading to delays in processing by STRATEC in the course of normal business practice, the payment terms will be extended by the time of delay caused thereby.

### 5. Delivery, Late Delivery

The delivery dates indicated on the order are binding. The Supplier is obligated to deliver in a timely manner. Delivery shall be made to the place of delivery indicated in the order. STRATEC reserves the right to reject deliveries made ahead of schedule. Unless otherwise agreed, deliveries shall be made to DAP Birkenfeld (INCOTERMS® 2020).

Should the Supplier become aware that an agreed delivery date cannot be met, he shall notify STRATEC in writing immediately and indicate the reasons for, and the likely duration of, the delay. This shall be without prejudice to the Supplier's obligation to facilitate delivery on schedule.

If the Supplier and STRATEC agree delivery of the order on an exactly specified date, and should the Supplier fail to deliver by that date at the latest, the Supplier shall be in default, without a default notification being required.

In the event of late delivery STRATEC shall be entitled to assert its statutory claims without limitation.

In the event of the Supplier's default, STRATEC may - in addition to its statutory rights - claim a contractual penalty of 0.5% for each complete week of delay, up to a maximum of 5% of the total order value. The contractual penalty shall be offset against any loss due to the delay to be compensated by the Supplier. The Supplier is not permitted to make partial order without the prior written consent of STRATEC.

## 6. Intellectual Property, Commercial Protective Rights

STRATEC retains the title to all intellectual property rights and all related industrial property rights to orders, assignments and to tooling, drawings, illustrations, calculations, descriptions and any other associated documentation that are made available to the Supplier. These must not be made accessible, or disclosed to any third parties, by the Supplier, nor must they be used or copied by the latter or any third parties without STRATEC's prior express permission. Such documentation shall be returned to STRATEC in its entirety, on first request by STRATEC, once no longer needed by the Supplier in the normal course of business, or if negotiations with the Supplier fail to enter into a contract. In this event, any copies thereof made by the Supplier shall be destroyed by him. This does not apply to retention required by statute, or to the saving of data for security purposes within the framework of normal data safeguarding procedures.

## 7. Protection of Ownership

Where STRATEC provides the Supplier with parts, STRATEC retains title to such parts. Processing or change of form shall be undertaken by the Supplier for and on behalf of STRATEC. Where parts supplied by STRATEC are processed together with other parts that are not owned by STRATEC, STRATEC shall acquire co-ownership of the new product in the ratio of the value of the STRATEC part (purchase price plus Value Added Tax) to the other processed items at the time of processing.

Should any parts supplied by STRATEC become integral, inseparable parts of items which do not belong to STRATEC, STRATEC shall acquire co-ownership of the new product in the ratio of the value of the provided part to the other admixed items at the time of their integration. The Supplier has the duty of care in respect of STRATEC'S sole or joint ownership.

Tools, equipment, material, machinery, and in particular test facilities, tapes and measuring instruments, as well as other items made available by STRATEC to the Supplier, or manufactured for contractual purposes and charged to STRATEC separately by the Supplier (hereinafter "Tools") shall remain or become the property of STRATEC. These Tools must be marked by the Supplier as STRATEC property, safely kept, insured against all risks and used only for contractual purposes. The title passes to STRATEC automatically at the time of manufacture or procurement. Once title has passed, STRATEC will provide such tools to the Supplier on a loan basis. In such cases, the Supplier shall become their keeper. In the event of loss or reduction in value, save for normal wear and tear, the Supplier must provide for replacement. The Supplier will advise STRATEC without delay of any and all damage to the Tools other than minor defects. If asked to do so, he is required to return such items to STRATEC in good condition. Without STRATEC's written consent, such Tools must not be used for other orders.

## 8. Warranty Claims

In the event of defects, STRATEC shall be entitled to

exercise its statutory rights without limitation. Whatever the case, STRATEC, may, at its discretion, demand remedial action to correct defects or the supply of replacements. The warranty period is 24 months from the date of receipt of the goods.

With regard to the requirement of a commercial inspection and complaint procedure, the statutory instruments (§§ 377 German Commercial Code ("HGB")) shall apply in accordance with the following provision: Incoming goods inspection is performed by STRATEC only in order to identify immediately apparent damage and recognisable deviations in terms of identity and quantity (e.g. recognisable transport damage, incorrect supply or quantity). STRATEC will notify such damage without delay at the latest within 7 work days. STRATEC reserves the right to perform a more extensive incoming goods inspection. Furthermore, STRATEC will notify any shortcomings immediately once they have been identified in the normal course of business. In this respect, the Supplier waives any right of objection on grounds of late complaint. Where acceptance is agreed, there is no requirement to investigate.

STRATEC does not waive its right to assert warranty claims by accepting or approving submitted samples or specimens.

From the date of the Supplier's receipt of a written notice of complaint, the statutory period of limitation of warranty claims will be suspended. In the event of supply of replacements and remedial action, the warranty period in respect of replaced or repaired parts will recommence, unless STRATEC, based on the Supplier's conduct, has to assume that the latter did not consider being compelled to take any action but effected the replacement delivery or remedy only as a gesture of goodwill or for similar reasons.

## 9. Product Liability

The Supplier is liable for all claims lodged by third parties on grounds of personal injury or material damage attributable to a defective product supplied by him. He shall indemnify STRATEC in respect of any resulting liability. If STRATEC is required to implement a recall action vis-à-vis third parties because of a faulty product delivered by the Supplier, the latter shall bear any and all costs associated with the recall action.

The Supplier is obligated to maintain a product liability insurance covering for at least EUR 2,000,000.00.

Upon request, the Supplier will, at any time, provide STRATEC with evidence of such an insurance policy and the coverage.

## 10. Protective Rights

The Supplier guarantees that no protective rights of third parties in countries of the European Union, North America or other countries, in which he manufactures products or has products manufactured, are infringed.

The Supplier is under the obligation to indemnify STRATEC for any claims asserted by third parties against STRATEC on grounds on infringement of

industrial property rights, and to reimburse STRATEC for all expenditures incurred in defence of any such claims. This indemnity shall apply irrespective of any fault on the Supplier's part.

#### 11. Confidentiality

The Supplier is under the obligation to keep the terms of any orders and all information and documentation provided for this purpose (with the exception of information accessible to the public) confidential for a period of 3 years from the date of execution of the contract, and to use the same only to carry out orders. After dealing with enquiries, or after order performance, he shall return any documentation to STRATEC without delay.

Without STRATEC's prior written permission, the Supplier must not refer to the business connection with, or show any items manufactured for, STRATEC.

The Supplier will commit his subcontractors to corresponding confidentiality agreements.

#### 12. Termination

STRATEC is entitled to terminate any order or assignment wholly or partially, without giving reasons, subject to a notice period of 3 weeks. In the event of termination, the Supplier will discontinue all work associated with the order or the performance thereof to the extent specified by STRATEC, and will also ensure that his suppliers and subcontractors terminate their work. In the event of termination, STRATEC shall bear such costs and expenditures that the Supplier manifestly incurred through contractual performance of the order until termination became effective. STRATEC will not bear costs and expenditures on material held in stock, stock maintenance and other overheads, unless the Supplier can show that such costs were incurred exclusively in connection with STRATEC's order. The Supplier is under the obligation to adopt reasonable measures to ensure that any such costs are kept as low as possible.

Both the Supplier and STRATEC are entitled to give notice of immediate termination for cause.

#### 13. Assignment

The Supplier is not permitted to assign claims other than monetary claims owed from the contractual relationship to third parties.

However, assignment of monetary claims by the Supplier shall require the prior written consent by STRATEC.

#### 14. Amendments of these General Terms of Business

In the event of changes in legislation, jurisprudence, or in the economic circumstances, STRATEC shall be entitled to adjust these terms and conditions as necessary. STRATEC will notify the Supplier of such changes (e.g. by E-Mail). The latest amendment is accessible by the Supplier at:

[http://www.stratec.com/en/instrumentation/about\\_us/terms\\_conditions/terms\\_conditions.php](http://www.stratec.com/en/instrumentation/about_us/terms_conditions/terms_conditions.php).

The Supplier may object to the amended conditions in writing within one month of notification. Should the Supplier fail to submit his timely objection, the changes are deemed to have been accepted.

#### 15. Place of Jurisdiction, Applicable Law

The exclusive place of jurisdiction for settlement of any dispute arising from the Contract is the Regional Court (*Landgericht*) Pforzheim, provided the Supplier is a businessman. STRATEC has the right to initiate or bring any legal action before the court of justice at the Supplier's legal seat.

Contracts entered into between STRATEC and the Supplier are subject to the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods and the provisions of international private law shall not apply to these Conditions.

#### 16. Compliance with other Provisions / Data Protection

In the course of performing his contractual obligations, the SUPPLIER must comply with the Quality Assurance Agreement, the Code of Conduct for Suppliers and other applicable laws, regulations, codes of practice and any other legal requirements, in particular anti-corruption regulations. This obligation includes the prohibition of any unlawful payments or the grant of other unlawful advantages to officials, business partners, their employees, family members or other partners, and the prohibition of acceleration payments to public officials or other persons. Within the framework of supplier qualification, the Supplier is provided with copies of the Quality Assurance Agreement and the Code of Conduct for STRATEC Suppliers.

Within the framework of contract performance, STRATEC will collect, process or use personal data of the SUPPLIER and his employees, including but not limited to the purpose of supply or procurement of products, and the ongoing management of the contractual relationship. Personal data may include but is not limited to the following information: Company name, contractual partner identification number, as well as cost centre, business address and telephone number, number of the company mobile telephone, fax number and E-mail address. The processing of personal data may also involve their transmission to a STRATEC company outside the European Economic Area ("EEA") where no appropriate data protection exists. In such cases, transmission of personal data is effected in particular on the basis of the standard contract clauses for the transmission of personal data to third countries ("Standard Contract Clauses"). Accordingly, STRATEC companies outside the EEA must ensure that personal data are only collected, processed or used in accordance with the German General Data Protection Regulation ("DSGVO").