

## 1. General / Scope of Application

We order exclusively on basis of our terms and conditions of purchase. We do not accept any terms and conditions of supplier that conflict with or deviate from our terms and conditions of purchase, unless expressly agreed otherwise in writing. Our terms and conditions of purchase shall also apply in case we accept supplier's delivery without making any reservation and in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase. Our terms and conditions of purchase shall also apply to all future transactions with the supplier provided they were included at the beginning of the contractual relationship.

All agreements between us and the supplier must be made in writing. The precedence of individual agreements shall remain unaffected. In case our terms and conditions of purchase or our specific order fail to provide for any unforeseen eventuality, the legal provisions shall apply in addition.

## 2. Order

Supplier's offers are binding for a period of 6 months after receipt. They shall be submitted in duplicate in writing and free of charge. Sample consignments shall not be charged. A safety data sheet in accordance with the valid and applicable DIN regulations and return regulations for packaging shall be enclosed.

Our orders, delivery schedules (order and acceptance) and delivery schedule allocations (call-offs) are made in writing. This requirement of written form shall also be met by electronic transmission such as e-mail or fax. Verbal orders shall only be binding upon us if confirmed in writing. Subsequent changes or additions to an order shall only become effective if they are made in writing.

The supplier shall accept our order without any modifications by providing an order confirmation within a period of 2 weeks from receipt. If supplier fails to provide acceptance within the aforementioned period, we are no longer bound to the order. Delivery schedules shall become binding at the latest if the supplier does not object within eight days of receipt. In the event of unconditional delivery of the ordered goods, the order shall be deemed accepted on the terms and conditions specified by us, even if no written order confirmation has been received. Our order may only be transferred to third parties with our prior written consent.

We are entitled to demand reasonable changes to design and construction of the delivery item. In this case, the parties shall in good faith seek an agreement regarding the possible effects of such change, in particular with regard to possible additional or reduced costs as well as with regard to the delivery schedules. Technical minimum quantities are to be negotiated separately.

## 3. Delivery of Goods / Delivery Dates / Delivery Schedule

The delivery dates stated by us are binding. If a calendar week is agreed as delivery date, the last delivery date shall be the Friday (within normal business hours) of the week specified. In case of delivery schedule allocations, the "production and material release" period shall begin with the issue date of the delivery schedule allocation and shall apply on a daily progressive basis for the specified period unless a new delivery schedule is available. Any other general statements on required quantities beyond this are target figures for information purposes only.

The receipt of the goods at the place of destination shall be decisive for compliance with the delivery date or the delivery period. If delivery "ex works" has not been agreed, supplier shall provide the goods in due time, taking into account the usual time for loading and dispatch. The supplier shall be late in delivery after expiry of the delivery dates without us being obliged to grant an additional grace period or to issue a warning letter.

The supplier is obliged to inform us without undue delay in writing if circumstances occur or become apparent to him which indicate that the delivery date cannot be met. Provided a delayed delivery is no longer of interest to us, we shall in our sole discretion be entitled to withdraw from the order, to demand compensation for the non-fulfilment or to make other arrangements - in particular covering purchases - and to charge the supplier for the additional costs thereby incurred. A prior grace period is not required. Any other rights and remedies provided by applicable law shall remain unaffected.

In the event of sales stagnation, force majeure or operational business disruptions we shall be entitled to suspend the acceptance date for a reasonable period of time. If a separate testing agreement has been made with the supplier, the supplier shall be obliged to hand over free of charge factory certificates, test certificates and reference samples of the goods to be dispatched for evaluation in due time so that a possible refusal of acceptance before actual dispatch remains possible.

## 4. Logistics / Labelling

The supplier must ensure that all packages are labelled with an up-to-date, carefully completed goods tag (barcode-capable / QR code). In particular, the supplier represents and warrants that the information on the goods tag corresponds to the contents in the package. In the event of missing, illegible or incomplete goods tags, the supplier shall bear any costs incurred as a result. address designated above for electronic invoicing; otherwise, invoices sent to the e-mail address last notified shall be deemed to have been received. The

Several packages of an item with different quantity units are to be listed individually on the delivery note or on an enclosed packing list.

The delivery note must specify:

- Lot/Quantity/Prod. no.
- Date of manufacture
- our cost centre
- Number and date of the order
- Date of departure of the goods
- Material designation
- Supplier article number
- our material number
- Packaging unit
- Quantities
- Dimensions
- Gross, net and calculation weights
- Supplier number
- Recipient/Receiving Point

These data must fully correspond with the respective invoice.

We only accept excess or short deliveries of up to 5% of the ordered quantity in case of standard commercial goods. In case of special goods, short deliveries are not permitted and, unless expressly agreed otherwise, excess deliveries may not exceed 2%.

In case of deliveries from abroad, the supplier is obliged to deliver the goods duty paid, free of customs duties and equipped with all necessary customs documents. For the proof of origin, the supplier must submit a permanent supplier's declaration, which must be confirmed by the respective competent Chamber of Industry and Commerce.

The supplier must always ensure that the packaging of the goods during delivery guarantees that the goods are in proper condition. Special parts packaging or shipping packaging must be clarified with the responsible operating departments before delivery of the goods. In the interest of active environmental protection, only recyclable packaging or types of packaging that can be recycled without difficulty should be selected. Reusable packaging should be given preference to the extent possible. Dangerous goods must be visibly labelled with the applicable R+S phrases.

We must be able to identify the following information from packages:

- the name of the manufacturer
- Content (material designation)
- our material number
- Recipient/Receiving Point
- Gross/net weight

Transport costs incl. insurance to the place of receipt and packaging costs are generally borne by the supplier.

If, upon delivery, we discover that we have been supplied with goods not in compliance with the agreed design/specification, we are entitled to refuse acceptance. These goods are to be taken back by the supplier at his own expense and risk. If the supplier does not collect the goods within a reasonable grace period, we are entitled to store the goods or have them disposed of at supplier's expense.

## 5. Prices / Payment Terms

The agreed price is binding and applies "carriage free" unless otherwise agreed in writing between the parties. Packaging costs are included in the price. The price is exclusive of the respective applicable value added tax. A price increase after delivery of the goods is excluded in any case. The invoice must comply with the requirements of § 14 UStG and include the following information:

- supplier number
- supplier article number
- number and date of the order
- our cost centre
- material designation
- recipient
- our material number
- number and date of the delivery note and/or dispatch note
- exact number and calculation weight of the goods of each packaging unit

If the invoice does not include the above information, the invoiced amount shall not become due to payment. In this respect, the supplier shall issue a new invoice in accordance with the above requirements.

Invoices are to be sent electronically by e-mail in a generally readable format (e.g. as pdf file attachment) to the e-mail address re\_vereinigtetfilzfabriken@vfg.de, unless expressly stated otherwise on the respective order. We shall notify you without delay of any change in the e-mail parties may revoke their consent to electronic invoicing at any time in writing.

In this case, the electronic invoice dispatch shall be switched to delivery by post.

Unless otherwise agreed, we shall pay after receipt of the goods and receipt of the invoice in accordance with the standard terms and conditions of the German textile industry:

- after 10 days less 4% discount on the net value of the goods
- after 30 days without deduction

If the goods are delivered after receipt of the invoice, the date of delivery of the goods shall be decisive for the start of the payment term. We shall be entitled to rights of set-off and retention to the extent provided by applicable law. The unconditional payment of the invoice shall not be deemed as approval of the delivery or waiver of notices of defects.

#### 6. Product Guarantee / Quality Assurance

The supplier represents and warrants to implement the technical and organisational measures required for the quality assurance of its manufactured and supplied products, such as integrated statistical process control (SPC), which document the quality characteristics graphically and in writing.

The protocols marked in written ancillary agreements as well as quality specifications contained in our product specifications (PS) notified to the supplier and valid from time to time and all other information concerning quality characteristics and properties of the goods to be delivered are recognised by the supplier as warranted properties. The supplier guarantees that the delivered goods meet the data specified in our product specifications.

The supplier further warrants that the goods at the time of delivery meet and/or comply with

- the samples
- the environmental requirements
- its brochure descriptions
- the requirements imposed by the authorities
- the safety data sheet
- the relevant accident prevention regulations
- the generally applicable laws and standards

In addition, the goods must comply with the applicable legal and regulatory provisions for distribution and for their agreed or usual use and must not infringe any third party rights, e.g. any copyright of a third party. The supplier undertakes to indemnify us against all claims asserted by third parties against us from or in connection with a breach of the above provisions.

The quality of the delivered goods in connection with the specifications regarding technical, chemical and physical condition, dimensions, quality, design and completeness are warranted by the supplier at the time of the transfer of risk.

#### 7. Quality Management

The supplier shall comply with the state of the art in science and technology, the safety regulations and the agreed technical data for his deliveries. He must set up and provide evidence of an appropriate quality management system (e.g. DIN EN ISO 9001, VDA 6.x, TS 16949 or similar). We reserve the right to verify the effectiveness of the quality management system by on-site audits. Changes to the supplier's goods require our prior written consent. For the initial sample inspection, reference is made to VDA publication 2 "Assuring the Quality of Deliveries - Supplier Selection, Sampling, Quality Performance in Series Production". Irrespective of this, the supplier shall constantly monitor the quality of the delivery items as well as the cost improvement potentials. The parties shall inform each other about the possibility of quality improvements.

The requirement for separate quality assurance agreements is at our sole discretion.

#### 8. Warranty

We are obliged to inspect the goods for quality defects or quantity deviations within a reasonable period of time after delivery by the supplier. Notification of obvious defects shall be deemed to have been made in due time if it is sent by us within three working days of delivery of the goods.

We are entitled to the statutory warranty rights and the supplier is liable in accordance with the legal provisions. In case of imminent danger or in case of great urgency, we are entitled to remedy any defect at the supplier's expense if the supplier is unable to remedy the defect despite prior request.

The warranty period is 24 months, calculated from the transfer of risk. In the event of an individually agreed guarantee, the statutory warranty period shall remain unaffected. In the event of replacement delivery or rectification of defects, the warranty period shall fully restart again.

#### 9. Liability

a.) If claims for damages are asserted against us by third parties due to a product defect for which the supplier is responsible, the supplier shall indemnify us upon first request against all claims of third parties including the necessary legal costs for the defence against these claims. The same shall apply in the event that the supplier's delivery infringes the statutory property rights of a third party.

b.) In the event of a recall due to an occurrence of damage within the meaning of lit. a), the supplier shall be obliged to reimburse us for all expenses arising from or in connection with the recall. To the extent possible and reasonable in terms of time, we shall inform the supplier of the content and scope of the recall and give him the opportunity to make a statement. Further legal rights remain unaffected.

c.) The supplier is obliged to provide and maintain an adequate product liability insurance with coverage of not less than EUR 2,500,000.00 per person/property damage which must in any case be appropriate for the delivered goods, whereby the required insurance coverage depends on the respective product and is to be determined in each individual case.

#### 10. Ownership / Confidentiality

All parts and documents provided by us remain our sole property. The supplier may only use this information for the purpose of the respective contract and/or transfer them or make them accessible to third parties with our prior written consent. After fulfilment of the respective contract, the supplier must return them to us immediately at his own expense.

The supplier is obliged to keep all illustrations, drawings, calculations, materials and other documents and information received strictly confidential. The information may only be disclosed to third parties with our express prior written consent. The obligations to maintain secrecy shall continue to apply without restriction even after expiry/termination of the respective contract. The obligations to maintain secrecy shall only terminate if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

#### 11. Spare Parts Supply for Systems in the Automotive Sector and purchased Parts for Automotive Assembly

The supplier undertakes to supply us with all spare parts or equivalent parts during the entire service life of a system, but at least for a period of 15 years after the series end date.

The scrapping of specific production equipment, irrespective of ownership, may only be carried out with our prior written consent. This shall also apply to all purchased parts used in series production.

#### 12 Jurisdiction / Place of Performance / Applicable Law / Miscellaneous

The place of performance for deliveries and services is the destination specified by us. If no place of destination is expressly stated in an order, the place of performance shall be our registered office.

The contractual relationships existing between the suppliers and us shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods, unless expressly agreed otherwise in writing.

The place of jurisdiction is - to the extent legally permitted - our registered office. However, we are also entitled to sue the supplier before the court having jurisdiction for him.

The parties may only advertise their business relationship with the prior written consent of the respective other party.

We are entitled to store and process data about the supplier within the scope of the business relationship in accordance with the relevant provisions of data protection law, in particular the General Data Protection Regulation.

Hermaringen, 23.11.2021