

General Terms and Conditions of Sale ACPS Automotive GmbH

General Terms and Conditions of Sale

Applicable in national and international business transactions with companies, legal entities under public law and special public funds.

1. Scope

- 1.1 These general terms and conditions of sale (hereinafter: the "**Conditions of Sale**") shall apply to all business transactions between ACPS Automotive GmbH (hereinafter: "**ACPS Automotive**") and the customer for the delivery of products (hereinafter referred to as "**contractual products**"), even if they are not referred to in subsequent contracts.
- 1.2 Terms and conditions of the customer that conflict with, supplement or deviate from these Conditions of Sale shall not become part of the contract unless their application is expressly approved by ACPS Automotive in writing.
- 1.3 These Conditions of Sale apply exclusively even
 - a) if ACPS Automotive makes a delivery to the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions, or
 - b) if the customer requests ACPS Automotive's consent to his own terms and conditions of purchase in a supplier portal and ACPS Automotive cannot object to the validity of these terms and conditions of purchase due to technical restrictions of the supplier portal.
- 1.4 Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case have priority over these Conditions of Sale. Subject to proof to the contrary, a written contract or the written confirmation of ACPS Automotive shall be decisive for the content of such agreements.
- 1.5 Any rights beyond these Conditions of Sale to which ACPS Automotive is entitled by law shall remain unaffected.
- 1.6 Transmission by telefax, e-mail or comparable electronic text forms shall be sufficient to comply with the written form within the meaning of these Conditions of Sale.

2. Conclusion of contract; demand forecast

- 2.1 Offers and cost estimates shall be subject to change and non-binding unless they are expressly designated as binding offers.
- 2.2 Illustrations, drawings, weights and dimensions, as well as other descriptions of the contractual products from the documents relating to the offer, are approximations only unless they are expressly described as binding. Such items shall not constitute an agreement on, or guarantee of, a corresponding quality of the contractual products.
- 2.3 Orders shall not become binding until they have been confirmed by ACPS Automotive by means of a written order confirmation. If ACPS Automotive does not respond to offers, orders, requests or other declarations from the customer, this shall only be deemed approval if this is expressly agreed to in writing. To the extent that an order confirmation contains obvious errors, misspellings or calculation mistakes, it shall not be binding upon ACPS Automotive.

- 2.4 The conclusion of a guarantee or the assumption of a procurement risk requires an expressly, separate written agreement in order to be effective.
- 2.5 If the customer has concluded a framework supply agreement with ACPS Automotive, on the basis of which the customer orders future deliveries from ACPS Automotive by means of individual contracts or call-offs, ACPS Automotive shall not be obliged to accept such individual contracts or call-offs, unless an obligation of ACPS Automotive to accept has been expressly agreed in writing in the framework supply agreement.
- 2.6 The customer may send ACPS Automotive an automatically generated demand forecast. The demand forecast shall provide a non-binding statement of the expected quantity of contractual products needed within the period stated in the demand forecast.
- 2.7 In the event of a complete or partial cancellation of quantities stated in a demand forecast, the periods for which the customer is obligated to accept and pay for contractual products shall result from the production release and the material release period. The period of the production release regulates the call-off quantities for which the customer is obliged to accept already produced contractual products. The material release period regulates the call-off quantities for which the customer is obliged to accept raw materials. Unless otherwise agreed in writing in individual cases, the production release shall be four (4) weeks prior to the delivery date and the material release shall be eight (8) weeks prior to the delivery date.

3. Delivery; delivery deadlines; default

- 3.1 Unless explicitly agreed otherwise, the delivery will be made "ex works" (EWX in accordance with Incoterms® 2020) registered office of ACPS Automotive; i.e., the contractual products will be made available for pick-up by the customer. On request and at the expense of the customer, the contractual products may also be sent to another location (hereinafter: "**Dispatch Sale**"); in this case, ACPS Automotive is entitled to determine the type of dispatch. However, ACPS Automotive will take out a transport insurance at the request of the customer and at his expense.
- 3.2 The scope of the delivery shall be as set out in the written order confirmation from ACPS Automotive, otherwise the agreements made with the customer in the individual case. Any changes to the scope of the delivery must be approved by ACPS Automotive in writing to be valid.
- 3.3 The right to make changes to the design and form of the contractual products remains reserved, to the extent that such changes are insignificant and not unreasonable for the customer.
- 3.4 If the customer demands changes of the contractual products after an already carried out sampling, ACPS Automotive is only obliged to implement the change request if the parties have agreed on an adjustment of the dates and the prices.
- 3.5 ACPS Automotive shall have the right to make partial deliveries, provided this is not unreasonable for the customer.
- 3.6 Delivery periods must be agreed in writing. Delivery periods are non-binding unless explicitly designated as binding.
- 3.7 A delivery period shall commence when ACPS Automotive dispatches the order confirmation, but not

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before all documents, (customs) permits and releases to be obtained by the customer have been provided in full, the agreed down-payment, if any, has been received, as well as the timely and proper performance of any other contributions by the customer.

- 3.8 Agreed delivery periods are deemed to have been met if, by the time the delivery period expires, ACPS Automotive has made the contractual products available at the relevant delivery location or – for a Dispatch Sale, as defined in clause 3.2 – has handed the contractual products over to the person charged with their transportation or the customer has announced that it will refuse acceptance. The delivery shall be conditional upon ACPS Automotive being timely and properly supplied by its own suppliers.
- 3.9 The delivery is conditional on timely and proper self-delivery of ACPS Automotive.
- 3.10 If the ability to deliver of sub-suppliers is not given or the sub-supplier files for insolvency, ACPS Automotive is entitled to exercise a right of retention against the customer. If this situation lasts for a period of more than three (3) months, ACPS Automotive shall be entitled to terminate the contract concluded with the customer.
- 3.11 In case of a delay in delivery the customer is only entitled to withdraw from the contract under the condition that ACPS Automotive is responsible for the delay.
- 3.12 To the extent that the contractual products were delivered to the customer on Euro pallets or pallet cages (load carriers), the customer shall be obliged to return the same number of load carriers of the same type and quality to ACPS Automotive at the place where the original delivery occurred.
- 3.13 The customer is obliged, without prejudice to the provisions of clause 7.7, to inspect the contractual products for externally recognisable damage upon delivery, to report any damage to the transport company performing the delivery, and to be issued with a corresponding written confirmation. If the customer fails to meet this obligation, it shall be obliged to compensate ACPS Automotive for the resulting damages.

4. Transfer of risk

- 4.1 The risk of an accidental loss or deterioration of the contractual products shall pass to the customer as soon as ACPS Automotive has handed over the contractual products at the delivery location or – for a Dispatch Sale, as defined in clause 3.1 – to the person charged with their transportation. This shall also apply if partial deliveries are made or – in an individual case – ACPS Automotive has assumed the transport costs in deviation from clause 3.1.
- 4.2 If the customer defaults on its obligation to take delivery of the contractual products, ACPS Automotive may claim damages for the losses suffered. The lump-sum compensation amounts to 0.5% of the net price of the delivery per day of delay, up to a maximum of 5% of the net price of the delivery. The contracting parties reserve the right to claim further damages and may prove that a smaller amount of damages was incurred. The risk of an accidental loss or deterioration of the contractual products shall pass to the customer at the time the customer starts to default on its obligation to take delivery of the contractual products.
- 4.3 Clause 4.2 applies accordingly if the delivery is delayed at the request of the customer by more than ten (10) calendar days after notification of readiness for dispatch by ACPS Automotive.

5. Prices

- 5.1 The agreed price shall be the price in EURO that is stated in the order confirmation, plus value-added tax. Statutory value-added tax is not included in the price and will be stated separately in the invoice at the rate applicable on the day the invoice is issued.

- 5.2 If the customer receives no order confirmation or if this contains no price details, the price list current at the time of delivery shall apply.
- 5.3 Unless otherwise agreed, the prices shall apply “ex works” (EWX according to Incoterms® 2020), excluding packaging. For a dispatch sale as defined in clause 3.1 sentence 2, the customer shall bear the transport costs and the costs of any potential transport insurance desired by the customer.
- 5.4 ACPS Automotive is entitled or obliged to increase or decrease the prices according to the following provisions:
- a) ACPS Automotive shall be entitled to adjust the prices to be paid by the Customer in accordance with the development of the total costs which are decisive for the calculation of the agreed price. The adjustment shall be made at ACPS Automotive's reasonable discretion in accordance with § 315 German Civil Code (BGB).
 - b) The total costs consist of the following relevant cost types: Costs for the purchase of raw materials and energy, labor costs, transport costs, customs duties, taxes and public charges as well as costs of sub-suppliers.
 - c) A price increase shall be considered and a price reduction shall be applied if the total cost increases or decreases.
 - d) Increases in one type of costs (e.g. raw material costs) may only be used for a price increase to the extent that there is no reduction in other types of costs (e.g. energy costs).
 - e) In the event of a reduction in cost categories, ACPS Automotive shall reduce prices to the extent that such reductions are not offset by increases in other cost categories.
 - f) When exercising its reasonable discretion, ACPS Automotive shall choose the respective points in time of a price change in such a way that cost reductions are not calculated according to standards which are less favorable for the Customer than cost increases, i.e. cost reductions shall have an effect on the price at least to the same extent as cost increases.
 - g) ACPS Automotive shall notify the Customer in writing of any change in the price at least four weeks prior to the planned effective date.
 - h) ACPS Automotive's right to adjust prices shall not apply to deliveries or services provided within four months after conclusion of the contract (e.g. the call-off).
- 5.5 If the customer does not accept a justified price increase according to clause 5.4 and if the customer and ACPS Automotive cannot agree on new prices within a period of three (3) months after the price adjustment request, ACPS Automotive shall be entitled to terminate a possibly concluded framework supply agreement with a reasonable period of notice.
- 5.6 Prices, which are offered by ACPS Automotive with regard to non-binding quantity forecasts of the customer, are only valid under the condition that the forecasted quantities, related to a period of one (1) calendar year, are actually purchased by the customer. In case that the forecasted quantities are not purchased by the customer in whole or in part, ACPS Automotive is entitled to demand, at its option, either for the past calendar year or with effect for the future, an adjustment of the prices or a compensation payment for the shortfalls not purchased.
- 5.7 Prices for spare parts shall be negotiated with ACPS Automotive not later than three (3) months prior to the end of the supply of serial parts. If the customer and ACPS Automotive cannot agree on prices for spare parts, ACPS Automotive shall be entitled to stop the delivery of spare parts after a further period of six (6) months.

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6. Terms of payment

- 6.1 Unless otherwise agreed in writing, payment of the gross price plus possible costs for freight and insurance shall be made within 14 days of the invoice date. As soon as the payment deadline is exceeded, the customer is in default without reminder.
- 6.2 A payment is deemed made when ACPS Automotive can use the amount.
- 6.3 If the payment deadline is exceeded, ACPS Automotive shall be entitled to charge default interest at the statutory rate (currently 9 percentage points above the base interest rate (§§ 247, 288 para. 2 German Civil Code (BGB))). ACPS Automotive reserves the right to assert further claims and rights.
- 6.4 If the customer defaults on its payment obligations, ACPS Automotive shall have the right to demand immediate payment of all sums arising from the business relationship, even when such claims are not yet due. Furthermore, ACPS Automotive is entitled to withhold further deliveries.
- 6.5 Counterclaims on the part of the customer shall only entitle the customer to offset or assert a right of retention if such counterclaims are legally established or undisputed. The customer may furthermore only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 6.6 ACPS Automotive is entitled to fulfil pending deliveries or services only against an advance payment or security deposit when, upon conclusion of the contract, circumstances become known that might significantly reduce the creditworthiness of the customer and through which the payment to ACPS Automotive of outstanding claims by the customer from the relevant contractual relationship is put at risk. This shall apply accordingly if the customer refuses or fails to make the payment of open claims from ACPS Automotive and no legally established or undisputed objections regarding the claims of ACPS Automotive have been raised.

7. Warranties

- 7.1 The statutory provisions shall apply to the rights of the customer in the event of defects, unless otherwise stipulated in these Conditions of Sale.
- 7.2 ACPS Automotive warrants that the contractual products comply with the subjective requirements (§ 434 para. 2 German Civil Code (BGB)) at the time of passing of risk in accordance with the agreements made with the customer in the individual case.
- 7.3 In addition, the customer shall be entitled to the statutory warranty claims in the event of
 - a) assembly defects (§ 434 para. 4 German Civil Code (BGB)) or
 - b) delivery of an item other than the owed item (§ 434 para. 5 German Civil Code (BGB)).
- 7.4 The warranty of ACPS Automotive for objective requirements of the contractual products (§ 434 para. 3 German Civil Code (BGB)) is limited
 - a) by effective agreements on the subjective requirements within the meaning of clause 7.2, which - subject to a deviating agreement in individual cases - shall always have priority over objective requirements; and
 - b) by the provisions of clause 7.5 below.
- 7.5 The contractual products comply with the objective requirements if they
 - a) have a quality which the customer can expect, taking into account the public statements made by ACPS Automotive, in particular in advertising or on the label,
 - b) correspond to the condition of a sample or specimen which ACPS Automotive has made available to the customer prior to the conclusion of the contract, and

- c) are handed over with the accessories including packaging, assembly or installation instructions as well as other instructions which the customer can expect to receive.
 - d) In all other respects, ACPS Automotive's warranty for objective requirements of the contractual products, in particular for the usual use and the usual condition is excluded.
- 7.6 The contractual products must comply with the statutory provisions valid in the European Union. The compliance with statutory provisions in other countries or regions requires a written agreement with ACPS Automotive to be effective.
- 7.7 The customer's rights arising from defects shall be contingent upon the customer performing its statutory obligations to inspect and give notice of defects (sections 377, 381 of the German Commercial Code (HGB)), in particular, on the customer inspecting the contractual products supplied upon receipt and giving ACPS Automotive written notice of any obvious defects and of defects that could be identified during such inspection without undue delay after receipt of the contractual products. The customer must provide ACPS Automotive with written notice of any hidden defects without undue delay after such defects have been discovered. In order for such notice to be deemed given without undue delay, within the meaning of sentence 1, it must be given – and received by ACPS Automotive – within eight working days. If the customer fails to carry out a proper inspection and/or give notice of defects, ACPS Automotive shall not be liable for the defects. When giving ACPS Automotive notice of defects, the customer must provide a written description of the defects.
- 7.8 If notification of defects is made unjustly, ACPS Automotive shall be entitled to demand reimbursement of expenses incurred from the customer, unless the customer can prove that it is not to blame for the unjustified notice of defects.
- 7.9 In case of defects of the contractual products ACPS Automotive shall be entitled to choose between subsequent performance by removal of the defect or delivery of a defect-free contractual product. ACPS Automotive is entitled to make the supplementary performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a part of the purchase price in proportion to the defect.
- 7.10 The customer's statutory right of rescission shall be excluded if the customer would be unable to return the performance received or if the defect only became apparent during the processing or transformation of the contractual products. If the contractual products contain defects, ACPS Automotive may, at its own discretion, remedy the defects or deliver contractual products which are free from defects.
- 7.11 If the contractual products are not at the place of delivery, the customer shall bear all additional costs which ACPS Automotive incurs as a result of this when remedying defects, unless such relocation is in line with the contractual use.
- 7.12 The customer shall not be entitled to any warranty claims in the event of defects or damages
 - a) which are caused by wear and tear,
 - b) occur after the transfer of risk as a result of improper handling, storage, care or excessive stress or use of the contractual products;
 - c) which are caused by force majeure, special external influences which are not assumed under the contract, or which are due to the use of the contractual products outside the scope of their intended or customary use under the contract; or
 - d) which are caused by non-observance of the operating instructions, application instructions or warning instructions of ACPS Automotive.

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- 7.13 Warranty claims shall also not exist,
- a) if the delivered contractual products are modified by a third party or by installation of parts of a third party origin, unless the defect is not causally related to the modification or the third party has been explicitly instructed by ACPS Automotive; or
 - b) if the customer has not had the removal of the defect carried out by ACPS Automotive or a third party authorized by ACPS Automotive.
- 7.14 ACPS Automotive shall not be liable for the quality of the contractual products with regard to the processing or selection of the materials if the customer has specified a construction or material that deviates from ACPS Automotive's range of services.

8. IP rights of ACPS Automotive

- 8.1 ACPS Automotive reserves all property rights, copyrights and industrial property rights to all documents, materials and other objects provided by ACPS Automotive (e.g. offers, catalogues, price lists, cost estimates, plans, drawings, product descriptions, product specifications etc.).
- 8.2 The customer shall inform ACPS Automotive immediately about any infringements of industrial property rights which become known and shall support ACPS Automotive in the defense against claims of third parties.
- 8.3 ACPS Automotive will ensure with the diligence of a prudent businessman that the contractual products do not infringe rights of third parties which have been published by the European Patent Office. Further obligations do not exist for ACPS Automotive. If there is an infringement of third party rights within the limitation period agreed upon according to clause 10.1, ACPS Automotive shall, at its option, either acquire a right of use from the third party or modify the contractual product in such a way that the right of the third party is not infringed. If a rectification in the aforementioned manner is not possible, the customer is entitled to the legal rights subject to the provisions in clauses 7 and 9.
- 8.4 Claims of the customer based on the infringement of Intellectual Property Rights shall be excluded if the Customer is responsible for the infringement of the Intellectual Property Rights. This shall be the case, in particular, if ACPS Automotive has manufactured the contractual products according to specifications or instructions of the customer or according to drawings, models or other descriptions equivalent thereto provided by the customer.

9. Liability

- 9.1 ACPS Automotive's contractual liability for damages within the scope of warranty shall in all cases be conditional upon there having been fault (wilful misconduct or negligence), even where no-fault liability for damages is provided for by law (in particular, by the CISG in international business transactions). This shall not affect mandatory statutory liability for product defects (in particular, under the German Product Liability Act (ProdHaftG)).
- 9.2 ACPS Automotive shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in case of intent and gross negligence. In the case of simple negligence ACPS Automotive shall be liable, subject to legal limitations of liability (e.g. care in own affairs; insignificant breach of duty), only
- a) for damages resulting from injury to life, body or health,
 - b) for damages resulting from the violation of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner normally relies and may rely); in this case,

however, ACPS Automotive's liability shall be limited to the compensation of the foreseeable, typically occurring damage.

- 9.3 The limitations of liability resulting from clause 9.2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault ACPS Automotive is responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the contractual products has been assumed and for claims of the customer under the Product Liability Act.
- 9.4 The customer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect, if ACPS Automotive is responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 German Civil Code (BGB)) is excluded. In all other respects the legal requirements and legal consequences shall apply.
- 9.5 The legal consequences of a liability of ACPS Automotive result exclusively from the German statutory provisions, in particular from §§ 249 ff. German Civil Code (BGB)). ACPS Automotive is not liable for non-legal claims and rights, especially not for those, which the customer has voluntarily agreed with his customer. ACPS Automotive is especially not liable for the regulations of "0km-cases", "field damage cases", "serial damage clauses" or claims for damages without proof of causality, even if ACPS Automotive executes deliveries or services to the customer in knowledge of such regulations.
- 9.6 When determining the amount of damages, the Customer shall be obliged to take into account, in addition to the statutory provisions, the economic circumstances of ACPS Automotive, the type, scope and duration of the business relationship, any own contributions to the defect and/or fault and an unfavourable installation situation of the contractual product reasonably in favour of ACPS Automotive.
- 9.7 In case of product defects ACPS Automotive shall only be liable in accordance with the legal scope applicable in the Federal Republic of Germany for recall or service actions. ACPS Automotive shall not be liable for voluntary or disproportionate recall or service actions of the customer or the OEM; such actions shall be deemed to exist in particular if a proper warning (if necessary with a request for non-use or decommissioning of the contractual products) would have enabled the users of the contractual products to protect themselves (if necessary with support for the implementation of hazard elimination measures at their own expense).
- 9.8 Sub-suppliers, designated suppliers (see clause 16) and raw material suppliers are not vicarious agents of ACPS Automotive.

10. Time limitations on claims

- 10.1 Notwithstanding Section 438 (1) No. 3 German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 10.2 If the contractual product is a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 German Civil Code (BGB)). Further special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b German Civil Code (BGB)) shall remain unaffected.
- 10.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the contractual products, unless the application of the regular statutory limitation period (§§ 195, 199 German

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Civil Code (BGB)) would lead to a shorter limitation period in the individual case. The Customer's claims for damages pursuant to clause 9.2 sentence 1 and clause 9.2 sentence 2 lit. a) as well as pursuant to the Product Liability Act shall become statute-barred exclusively according to the statutory limitation periods.

11. Voluntary return of contractual products

- 11.1 Beyond the warranty, contractual products may only be returned on the express agreement of ACPS Automotive. In each case, a return requires that the contractual products are in their original packaging and that the contractual products and packaging are undamaged.
- 11.2 Provided ACPS Automotive gives its consent, the customer will receive a return number. This is to be clearly displayed on the return packaging. The costs for the return shall be borne by the customer and paid to the place of business of ACPS Automotive.
- 11.3 A flat-rate processing fee shall be charged for each return, the amount of which shall be agreed upon in each individual case and which is EUR 25.00 in cases of doubt. If, contrary to clause 11.1 sentence 2, the contractual products or packaging are damaged, ACPS Automotive shall be entitled to reject the return or to charge the reprocessing costs to the customer. In the absence of a deviating agreement, these costs shall be 15% of the agreed net price, but at minimum EUR 25.00.
- 11.4 If a return is made without ACPS Automotive's explicit agreement, ACPS Automotive shall be entitled to reject the return or to store the contractual products at the customer's cost and risk. The storage costs amount to at least EUR 25.00 per week.

12. Retention of title

- 12.1 The contractual products supplied shall remain the property of ACPS Automotive until the purchase price in respect of the contractual products has been paid in full.
- 12.2 Furthermore, ACPS Automotive shall remain the owner of the contractual products supplied until all claims arising from the business relationship between the customer and ACPS Automotive have been paid in full.
- 12.3 The customer shall be obliged to handle the contractual products which are subject to this retention-of-title clause with due care for as long as title is retained. In particular, the customer shall be obliged to sufficiently insure the contractual products at the customer's own expense at their replacement value against damage by fire, water and theft. The customer hereby assigns to ACPS Automotive all claims for compensation arising from such insurance. ACPS Automotive hereby accepts this assignment. If assigning such claims is not allowed, the customer hereby instructs the insurer to make payments, if any, only to ACPS Automotive. This shall not affect any further claims of ACPS Automotive. Upon request, the customer shall provide ACPS Automotive with evidence of the conclusion of the insurance contract.
- 12.4 If the contractual products which are subject to this retention-of-title clause are combined with other items not owned by ACPS Automotive and this results in the creation of a uniform item, ACPS Automotive will acquire proportionate co-ownership of this uniform item according to the ratio of the value of the contractual products which are subject to this retention-of-title clause (final amount invoiced, including value-added tax) and the value of the other contractual products at the time of combination. If the combination of the contractual products which are subject to this retention-of-title clause with other items is such that the customer's item is to be considered the main item, the customer hereby transfers to ACPS Automotive proportionate co-ownership of this item. ACPS Automotive accepts this transfer. The provisions of this

clause 12.4 shall apply correspondingly if the contractual products which are subject to this retention-of-title clause are processed with other items.

- 12.5 The customer shall be authorized, subject to revocation, to sell the contractual products which are subject to this retention-of-title clause in the ordinary course of business. The customer shall not be authorized to pledge the contractual products which are subject to this retention-of-title clause, to transfer them by way of security or to make any other dispositions which jeopardize the ownership of ACPS Automotive. In the event of attachments or other encroachments by third parties, the customer must notify ACPS Automotive without undue delay in writing and provide all the information needed, advise the third party of ACPS Automotive's property rights and assist with any measures taken by ACPS Automotive to protect the contractual products which are subject to this retention-of-title clause.
 - 12.6 The customer hereby assigns to ACPS Automotive its claims arising from the resale of the contractual products that are subject to this retention-of-title clause, along with all ancillary rights, in an amount equal to the amount invoiced, including value-added tax. ACPS Automotive hereby accepts this assignment. If the contractual products which are subject to this retention-of-title clause are sold with other contractual products not supplied by ACPS Automotive, the claim arising from resale shall be assigned proportionately, according to the ratio of the value of the contractual products which are subject to this retention-of-title clause (final amount invoiced, including value-added tax) and the other contractual products sold. If assigning such claims is not allowed, the customer hereby irrevocably instructs the third-party debtor to make payments, if any, only to ACPS Automotive.
 - 12.7 The customer shall be authorized, subject to revocation, to collect the claims which have been assigned to ACPS Automotive in its own name as a trustee acting on behalf of ACPS Automotive. All amounts collected must immediately be remitted to ACPS Automotive.
 - 12.8 ACPS Automotive may revoke the customer's right to resell the contractual products and the authority to collect the claims if the customer fails to properly perform its payment obligations to ACPS Automotive, defaults on one or more payments or stops payment or if a petition is filed to institute insolvency proceedings against the assets of the customer.
 - 12.9 At the request of the customer, ACPS Automotive shall be obliged to release the security interests to which ACPS Automotive is entitled to the extent that the realizable value of such security interests exceeds ACPS Automotive's claims arising from the business relationship with the customer by more than 10%, upon deduction of the mark-downs customary in the banking business. ACPS Automotive may choose which security interests it wishes to release.
 - 12.10 In the event that contractual products are supplied to destinations with other legal systems where the retention-of-title provisions set out in this clause 12 do not provide the same degree of protection as they offer in the Federal Republic of Germany, the customer hereby grants ACPS Automotive an equivalent security interest. If the creation of such a security interest requires further measures, the customer shall do whatever is necessary to grant ACPS Automotive such security interest without undue delay. The customer shall assist with all measures that are required for, and conducive to, the validity and enforceability of such security interests.
- ## 13. Tools of the customer
- 13.1 If tools are provided to ACPS Automotive by the customer for the production of contractual products, they

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- shall remain the property of the customer. ACPS Automotive shall mark the tools accordingly.
- 13.2 The customer shall take out an all-risk insurance for his tools at replacement value for the benefit of ACPS Automotive and prove it upon request.
- 14. Tools of ACPS Automotive**
- 14.1 Tools purchased by ACPS Automotive for the production of the contractual products shall be invoiced to the customer separately from the contractual products.
- 14.2 A claim of ACPS Automotive for the full purchase price is due for payment upon presentation of the first falling parts, at the latest with the start of the series delivery of the contractual products.
- 14.3 The tools are the property of ACPS Automotive until full payment has been made.
- 14.4 Costs for the repair of wear and tear or defects as well as for maintenance and insurance shall be borne by the customer.
- 14.5 After the end of the series delivery of the contractual products, at the latest with the expiry of the spare parts delivery obligation, ACPS Automotive is entitled to request the customer to pick up the tool by setting a reasonable deadline. After expiry of the deadline ACPS Automotive is entitled to scrap the tool at the expense of the customer.
- 15. Supply parts**
- 15.1 "Supply parts" are semi-finished products which the customer provides to ACPS Automotive for the production of contractual products.
- 15.2 Supply parts shall be handed over to ACPS Automotive in due time and in sufficient quantity so that ACPS Automotive is able to deliver the agreed quantities of contractual products and to comply with agreed delivery times.
- 15.3 It is the customer's sole responsibility that the supply parts are not defective in construction and/or quality. The supply parts must not have any conditions which are or could be suitable to cause defects in the contractual products, to make the manufacture of the contractual products more expensive or to delay it.
- 15.4 Transport and delivery of supply parts are free of charge for ACPS Automotive. The customer bears the risk of accidental loss or accidental deterioration of the supply parts from the time of delivery to ACPS Automotive.
- 15.5 ACPS Automotive is obliged to an incoming goods inspection with regard to identity and quantity of the supply parts, but not with regard to the quality of the supply parts.
- 15.6 The customer shall take out an all-risk insurance for the supply parts at replacement value for the benefit of ACPS Automotive and prove this upon request.
- 15.7 If the supply parts turn out to be unusable during the production of contractual products, ACPS Automotive can demand a part of the remuneration corresponding to the production already rendered.
- 15.8 Upon request of the customer ACPS Automotive shall support the customer free of charge in recording the stocks of supply parts.
- 16. Cooperation obligations of the customer with regard to designated parts and designated suppliers**
- 16.1 The term "designated parts" refers to components of another supplier ("designated supplier") designated by the customer which are integrated as individual components into a contractual product to be manufactured by ACPS Automotive.
- 16.2 The customer shall ensure by appropriate agreements and measures vis-à-vis the designated supplier, that
- a) the designated supplier concludes supply contracts with ACPS Automotive which are based on the usual OEM purchasing conditions,
 - b) the designated supplier can only exercise a right of set-off or retention against ACPS Automotive if the counterclaim of the designated supplier is undisputed or legally established, and
 - c) that the designated parts are designed and manufactured by the designated supplier in such a way that (i.) the designated parts meet all legal and statutory requirements, (ii.) the designated parts are marketable and (iii.) after the installation of the designated parts in the contractual products the contractual products are free of defects, product faults and rights of third parties.
- 16.3 The customer shall take all measures necessary vis-à-vis the designated supplier to meet delivery deadlines. These measures include in particular a timely (i.) planning of production capacities, (ii.) sampling and production release of designated parts as well as (iii.) managing the deadlines for delivery of the designated parts to ACPS Automotive.
- 16.4 Costs for tools incurred by the designated supplier are to be borne either by the customer or by the designated supplier, but not by ACPS Automotive.
- 16.5 In relation to ACPS Automotive the customer alone is responsible for the supervision of the designated supplier.
- 16.6 In case the designated supplier delivers designated parts to ACPS Automotive with defects or product faults or is in delay of delivery, the customer shall indemnify ACPS Automotive from all costs and damages in connection therewith (e.g. sorting costs or costs for special trips) as well as from claims of third parties (e.g. claims of the OEM). Excluded from this are costs and damages for which ACPS Automotive itself is responsible (e.g. due to a faulty installation of the designated parts into the contractual products).
- 16.7 ACPS Automotive has to examine designated parts on delivery only with regard to externally recognizable transport damages, quantity and identity.
- 17. Confidentiality**
- 17.1 The customer shall be obliged to treat all information about ACPS Automotive that becomes available to the customer and is designated as confidential, or can be identified as a trade or business secret due to other circumstances, as confidential for an unlimited period of time. The customer may not record, disclose or exploit any such information. The customer shall protect data and documents of ACPS Automotive against loss and against access of third parties according to the state of the art.
- 17.2 The customer shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.
- 18. Force majeure**
- 18.1 ACPS Automotive shall not be liable for impossibility or delay of its services, as far as these circumstances are based on events of force majeure or other events not foreseeable at the time of conclusion of the contract, for which ACPS Automotive is not responsible.
- 18.2 Events of force majeure are e.g. operational disturbances of any kind, fire, natural disasters, weather, floods, war, riots, terrorism, transport delays, strikes, lock-outs or curfews, lack of manpower, epidemics, pandemics, delays in the granting of any necessary official permits, official/sovereign measures or prohibitions (e.g. sanctions, embargoes, embargos, etc.). sanctions, embargoes or other export control regulations) or the unforeseen increase of the procurement risk.

- 18.3 The following shall be deemed equivalent to force majeure: shortages of energy and raw materials, transport bottlenecks for which ACPS Automotive is not responsible, industrial action and delayed deliveries of raw materials or supplier parts for which we ACPS Automotive is not responsible.
- 18.4 In the event of force majeure, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up time. The parties shall provide each other with the necessary information without delay and adjust the contractual obligations in good faith in accordance with the changed circumstances. If the impediment lasts longer than 45 days, both contracting parties shall be entitled to withdraw from the affected contract.
- 18.5 Furthermore, any liability of ACPS Automotive in connection with events of force majeure is excluded.

19. Additional provisions with regard to Article 12g of Regulation (EU) No 833/2014

- 19.1 If the contractual products to be supplied by ACPS Automotive are those covered by Article 12g of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine and the delivery is made to a third country outside the European Union and not to a partner country within the meaning of Annex VIII of the Regulation, resale and re-export to Russia or to another third country for use in Russia are prohibited.
- 19.2 In the event of a culpable breach of the prohibition pursuant to clause 19.1 above, the customer shall compensate ACPS Automotive for any damage resulting from the infringement, including the imposition of fines. ACPS Automotive shall also be entitled to withdraw from unfulfilled contracts or to terminate such contracts with immediate effect and to terminate the business relationship with the customer.
- 19.3 In addition, ACPS Automotive is obliged to inform the competent authority in Germany, which in turn will inform the other EU Member States and the EU Commission.

20. Governing law; place of jurisdiction

- 20.1 The legal relations between the customer and ACPS Automotive shall be governed by the laws of the Federal Republic of Germany.
- 20.2 Where the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies in international business transactions, i.e. to dealings with customers outside the Federal Republic of Germany, questions concerning matters that are not dealt with in the Convention or that cannot be settled in accordance with its guidelines must be decided upon in accordance with the laws of the Federal Republic of Germany. This does not apply to the provisions regarding recourse to suppliers set out in sections 478, 479 of the German Civil Code (BGB), which do not apply in international business transactions.
- 20.3 The exclusive place of jurisdiction for all claims arising from the business relationship shall be the registered office of ACPS Automotive. ACPS Automotive shall also be entitled to bring an action at the registered office of the customer as well as at any other admissible place of jurisdiction.
- 20.4 In international business transactions, the contracting parties shall have the choice for all legal disputes arising from or in connection with this contract and its execution between recourse to the ordinary courts or recourse to arbitration.
- 20.5 If the contracting parties invoke the ordinary courts, clause 20.3 shall apply accordingly.
- 20.6 If the contracting parties call upon the arbitral tribunal, all disputes arising from or in connection with the present contract shall be finally settled in accordance

with the Arbitration Rules of the German Institute of Arbitration (Deutsche Institut für Schiedsgerichtsbarkeit e.V.). (DIS) shall be finally decided. The arbitral tribunal shall consist of three arbitrators. Unless otherwise agreed by the contracting parties, at least one of the sole arbitrators must be a lawyer. The arbitrators must speak the language of arbitration. The language of arbitration shall be German, unless the contracting parties have agreed on another language of arbitration. The seat of the arbitral tribunal shall be Stuttgart, Germany.

21. Final provisions

- 21.1 Transfer of the customer's rights and obligations to third parties is only possible with the written consent of ACPS Automotive.
- 21.2 The place of performance for all obligations that are to be performed by the customer and ACPS Automotive shall be ACPS Automotive's place of business.

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