

ACPS AUTOMOTIVE

General Terms and Conditions of Purchase ACPS Automotive GmbH

1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter: **"Conditions of Purchase"**) shall apply to all business transactions between ACPS Automotive GmbH (hereinafter: **"ACPS Automotive"**) and the supplier, even if they are not mentioned in subsequent contracts. These Conditions of Purchase shall apply regardless of whether the supplier manufactures the goods itself or obtains them from third parties.
- 1.2 Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by ACPS Automotive in writing. These Conditions of Purchase shall apply even if ACPS Automotive accepts a delivery from the supplier without reservations while being aware of the supplier's conflicting or deviating terms and conditions.
- 1.3 Agreements which supplement or deviate from these Conditions of Purchase and which are made between the supplier and ACPS Automotive for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.
- 1.4 Any rights beyond those provided for in these Conditions of Purchase to which ACPS Automotive is entitled by law shall remain unaffected.

2. Formation of Contract

- 2.1 Unless otherwise agreed in writing between the parties, the supplier shall provide all offers and cost estimates free of charge.
- 2.2 The supplier shall be obliged on the basis of its offer and the further agreements entered into between the parties to deliver the contractual products on the agreed terms for the agreed term of the project.
- 2.3 ACPS Automotive shall generally order the contractual products by submitting individual call-off orders in writing. Individual call-off orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed to be in writing. In addition, individual call-off orders may be placed electronically.
- 2.4 An individual call-off order placed by ACPS Automotive shall be binding if the supplier does not object within three (3) working days after receipt. This shall not apply in the event that the supplier has already provided a legally binding offer ahead of a project regarding the supply of series products to the automotive industry. In this case, the individual call-off orders shall be deemed to be acceptance of the already existing offer. If the supplier is unable to deliver within the delivery period stated in the respective individual call-off order, the supplier shall be obliged to notify ACPS Automotive within a period of three (3) days following the receipt of the individual call-off order. If the supplier does not give such notification, the delivery period shall also be deemed to have been confirmed as binding by the supplier. This shall not apply if the parties have already agreed binding delivery periods by means of delivery schedules.
- 2.5 The terms set out in the individual call-off orders (in particular, price, amount, delivery dates or delivery periods and delivery address) shall be binding.
- 2.6 An obligation to purchase on the part of ACPS Automotive shall only exist after a legally binding individual call-off order has been submitted by ACPS Automotive.
- 2.7 ACPS Automotive shall be entitled to demand that changes be made to the construction and design of the contractual products at any time, provided the deviations from the originally agreed specifications are necessary or appropriate and where this is reasonable for the supplier. ACPS Automotive shall inform the supplier about any changes in a timely manner. ACPS Automotive shall agree jointly with the supplier about which changes to make compared to the originally agreed specifications. Unless otherwise agreed, changes may only be made to the production process and/or materials after a prior sample inspection and written approval by ACPS Automotive.
- 2.8 If the costs incurred by the supplier in performing the contract decrease or increase as a result of the changes to be made in

accordance with Clause 2.7 above, the supplier must notify ACPS Automotive in writing without undue delay of the amount of the costs. The parties may demand that the agreed prices be adjusted accordingly. ACPS Automotive shall be entitled to request clarification from the supplier regarding its price calculations and be given access to the appropriate documentation for review. If an agreed delivery date or an agreed delivery period cannot be met due to the changes to be made, the supplier shall inform ACPS Automotive without undue delay.

3. Delivery

- 3.1 The delivery must correspond to the order or the call-off order in terms of execution, scope and scheduling. The delivery periods or the delivery dates provided by ACPS Automotive in the order or the call-off order shall be binding. The delivery periods shall commence on the date of the order or call-off order.
- 3.2 Compliance with the delivery period or delivery date shall be determined by the date on which the goods are received by ACPS Automotive. Unless otherwise agreed between the parties (e.g. in the Supplier Logistics Agreement, the individual call-off order or the delivery schedule), delivery of the contractual products shall take place DAP (registered office of ACPS Automotive) in accordance with Incoterms® 2020. If delivery DAP (registered office of ACPS Automotive) according to Incoterms® 2020 is not agreed, the supplier shall make the contractual products available in a timely manner, taking into account the usual times to be agreed with the freight carrier for loading and dispatch.
- 3.3 If it becomes apparent to the supplier that the delivery period or the delivery date cannot be met, the supplier shall notify ACPS Automotive without undue delay in writing, stating the reasons for and the expected duration of the delay. The supplier's obligation to deliver on time shall not be affected by this.
- 3.4 If the supplier is in default, ACPS Automotive shall be entitled to rescind the contract in accordance with the statutory provisions.
- 3.5 In the event of default, ACPS Automotive may, from the date of commencement of the default in delivery, claim from the supplier a contractual penalty in the amount of 0.5% of the net order value for each commenced week of the default in delivery, but no more than 5% of the net order value in total. This shall not affect any further claims for damages of ACPS Automotive. The contractual penalty shall be credited against the damage caused by default which the supplier is liable to compensate. Acceptance of a late delivery shall not constitute a waiver of claims for damages.
- 3.6 The supplier must notify ACPS Automotive in good time of any changes to the maximum delivery periods (replacement times) communicated to ACPS Automotive.
- 3.7 Early deliveries and services shall require written approval by ACPS Automotive. ACPS Automotive may return any goods that are delivered early at the supplier's expense or store them at the supplier's expense until the agreed delivery date.
- 3.8 Unless otherwise agreed, partial deliveries and excess or short deliveries shall not be permitted. ACPS Automotive reserves the right to recognise such deliveries in individual cases and charge a processing fee of EUR 40.00 to the supplier's account for the additional expenses incurred as a result of the partial deliveries. The supplier may prove that ACPS Automotive did not suffer any loss or that the loss actually suffered remains significantly below this amount.
- 3.9 The supplier shall notify ACPS Automotive of any special deliveries outside the regularly agreed deliveries (e.g. replacement deliveries or late deliveries).

4. Transfer of Risk and Shipment

- 4.1 The supplier shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until ACPS Automotive takes delivery of the goods (DAP, as defined by Incoterms® 2020). If the supplier is obliged to install or assemble the goods at ACPS Automotive's premises and to perform other services

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- for which a particular success is owed, the risk shall not pass to ACPS Automotive until acceptance.
- 4.2 Each delivery must be accompanied by a delivery note containing the order and material number for each item, a list of the batches delivered, a description of the goods, delivery amounts and weight, details of the packaging materials used and a goods test certificate. If the delivery note is not available when the goods arrive, these shall be deemed not to have been delivered. Any additional costs due to non-compliance with the shipping instructions or due to accelerated transport in order to meet the agreed date shall be borne by the supplier.
- 4.3 The supplier must observe the specifications of ACPS Automotive for the shipment of the goods. In addition, the goods must be packed in such a manner as to avoid damage in transit. Packaging materials must only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.
- 4.4 The occurrence of default in taking delivery by ACPS Automotive shall be determined in accordance with the statutory provisions. However, the supplier must expressly offer its goods or services to ACPS Automotive even if a specific or determinable calendar date or calendar period has been agreed for the performance of an act or the provision of assistance by ACPS Automotive (e.g. supply of material). If ACPS Automotive is in default in taking delivery, the supplier may demand reimbursement of its additional expenses in accordance with the statutory provisions (Section 304 German Civil Code (*BGB*)). If the contract concerns a non-fungible item that is to be manufactured by the supplier (custom-made item), the supplier shall only be entitled to further rights if ACPS Automotive has been obliged to provide its assistance and is responsible for failing to do so.
- 5. Prices and Payment**
- 5.1 The agreed prices are fixed prices. Unless otherwise agreed in writing, the price shall include the cost of packaging, shipping equipment and transportation to the delivery address provided by ACPS Automotive, transport insurance as well as customs and any other official duties (DAP Incoterms® 2020). The statutory value added tax is included in the price if it is incurred and the price was not expressly designated as a net price.
- 5.2 Invoices shall be submitted separately for each order or call-off order after complete delivery, completion of services and commissioning or, in the case of services for which a particular success is owed, after acceptance of these services. Invoices must meet the applicable statutory requirements; in particular, they must include the VAT ID number or tax number, delivery date, quantity and type of goods invoiced. In addition, they shall include the supplier number, delivery note number as well as the number and date of the order or the call-off order. Invoices that do not meet these requirements shall be deemed not to have been received on the grounds that they cannot be processed properly.
- 5.3 The time allowed for payment shall commence: (i) for auxiliary and operating materials and tools, on the date of approval of the initial sample; (ii) for serial deliveries, on the date of timely delivery free from defects; (iii) for machinery and equipment, upon signature of the acceptance report; and (iv) upon receipt of a proper and verifiable invoice. Unless otherwise agreed, payment shall be made within 90 days from the commencement of the time allowed for payment. If ACPS Automotive makes payment within 14 calendar days, the supplier shall grant a 3% discount on the net amount invoiced. To the extent that the supplier is obliged to supply materials tests, test reports, quality documents or other documents, payment shall, in addition, only be made after receipt of these documents. Payment shall be made subject to review of the invoice. In the event of a defective delivery, ACPS Automotive shall be entitled to withhold payment until the delivery has been properly fulfilled without forfeiting any rebates, discounts or similar price reductions. The time allowed for payment shall not commence until all the defects have been fully remedied. If goods are delivered early, the time allowed for payment shall not commence until the agreed delivery date.
- 5.4 Ownership of the goods shall be transferred to ACPS Automotive free of any encumbrances when the goods are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted. The supplier shall only have the right to carry out a set-off if its counterclaims have been established in a judgment that cannot be appealed against or if they are ready for a decision or undisputed. The supplier may only exercise a right of retention if its counterclaim has been established in a judgment that cannot be appealed against, or is ready for a decision or undisputed, and is based on the same contractual relationship.
- 6. Warranty and Claims for Defects**
- 6.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 6.2 The supplier warrants that the goods and services supplied correspond to the latest state of technology, the agreed specifications, the applicable legal provisions and the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations. In particular, the supplier must comply with the EU Chemicals Regulation REACH. The supplier must inform ACPS Automotive without undue delay in writing if the supplier has any concerns about the order being performed as requested by ACPS Automotive. Any changes to the goods to be supplied shall require the prior written consent of ACPS Automotive.
- 6.3 If the items to be delivered are machines, devices, or equipment, they must meet the requirements stipulated in the special safety regulations for machinery and equipment applicable at the time of performance of the contract and must have a CE label.
- 6.4 To the extent feasible in the proper course of business, ACPS Automotive shall examine without undue delay after taking delivery of the goods whether the goods received correspond to the order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally.
- 6.5 If a defect is discovered during such examinations or at a later point in time, ACPS Automotive shall, to the extent feasible in the proper course of business, so advise the supplier without undue delay, within five (5) working days after the examination for obvious defects and within fourteen (14) working days after the discovery for hidden defects.
- 6.6 Neither the fact of taking delivery of goods nor the processing, payment for or issue of subsequent orders for goods which have not yet been discovered to be defective and the defects of which have, therefore, not yet been notified shall constitute an approval of the delivery or a waiver of claims for defects by ACPS Automotive.
- 6.7 ACPS Automotive's approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's responsibility for defects or the supplier's liability under any guarantee it has given.
- 6.8 If the goods contain defects, ACPS Automotive may, without prejudice to the statutory claims for defects, demand subsequent performance by the removal of the defects by the supplier or, at the option of ACPS Automotive, by the delivery of goods which are free from defects. The supplier shall bear all the necessary expenses for subsequent performance.
- 6.9 If the supplier wilfully or negligently fails to fulfil its obligation to subsequently perform within a reasonable period of time set by ACPS Automotive, ACPS Automotive may carry out the necessary measures itself, or have them carried out by a third party, at the expense and risk of the supplier. In cases where it is not possible to notify the supplier of the defect and the impending damage and also not possible to set a deadline, however short, for remedial action, on the grounds of particular urgency and/or because the damage to be expected in the absence of immediate remedial action is unreasonably high as compared to the warranty obligation, ACPS Automotive shall be entitled to take the necessary measures immediately and without prior consultation with the supplier.

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- 6.10 Claims for defects shall become time-barred 36 months after the initial registration of the vehicle or handover of the vehicle to the end customer or installation of spare parts. Section 438 German Civil Code (*BGB*) shall remain unaffected. Claims for defects for parts that are installed by the supplier in vehicles that are distributed in the United States of America, Canada and Puerto Rico shall become time-barred in accordance with the longer warranty periods vis-à-vis the end customer, notwithstanding the first sentence of this Clause 6.10, upon expiry of 60 months after the initial registration of the vehicle or handover of the vehicle to the end customer or after 70,000 miles if this has been reached at an earlier point in time. For spare parts that are distributed in the United States of America, Canada or Puerto Rico, the limitation period shall apply mutatis mutandis from the date of the installation of the spare parts. Insofar as for products that are of relevance in an exhaust gas, emissions or safety context, the liability periods applicable according to mandatory statutory or other mandatory sovereign provisions exceed the periods specified in the first or second sentence of this Clause 6.10, these shall replace the periods specified above.
- 6.11 The limitation period for claims of ACPS Automotive for defects shall be suspended for the period of time during which the goods leave the premises of ACPS Automotive for repair.
- 6.12 If the supplier performs its obligation to subsequently perform by making a replacement delivery, the limitation period shall commence anew for any goods supplied as a replacement after ACPS Automotive has taken delivery of these goods.
- 6.13 Suppliers of goods for which spare parts are needed shall be obliged to supply ACPS Automotive upon expiry of the limitation period for another ten years with the required spare parts, accessories and tools.

7. Product Liability, Insurance

- 7.1 The supplier shall indemnify and hold ACPS Automotive harmless from and against any and all third-party claims arising from German or foreign product liability law that can be attributed to a defect in the product supplied by the supplier if and to the extent that the supplier is responsible for the product defect and the damage suffered according to the principles of product liability law. This shall not affect any further claims of ACPS Automotive.
- 7.2 In the cases set out in Clause 7.1 above, the supplier shall bear all costs and expenses, including the cost of legal action (if any). In particular, the supplier shall reimburse ACPS Automotive for any and all expenses which ACPS Automotive incurs as a result of or in connection with any preventive measures – in particular, product warnings, an exchange of products or product recalls – which ACPS Automotive takes to avoid being held liable under product liability law. Where possible and not unreasonable for ACPS Automotive, ACPS Automotive shall advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.
- 7.3 The supplier must insure against all risks arising from product liability, including the risk of a product warning or product recall, such insurance to be in the minimum amount of EUR 2,500,000 for each instance of liability, and, if so requested, must furnish ACPS Automotive with evidence of such insurance by presenting the insurance policy. The supplier must maintain this insurance coverage, even after all mutual contractual obligations have been fully performed, for a period of ten years following the last delivery to ACPS Automotive.
- 7.4 ACPS Automotive may demand that the supplier permanently mark the goods it delivers, insofar as this is possible with a reasonable amount of effort.

8. Third-party Property Rights

- 8.1 The supplier warrants that the delivery and use of the goods does not infringe any patents, licences or other third-party property rights.
- 8.2 If, due to the delivery and use of the goods, ACPS Automotive or ACPS Automotive's customers are held liable by a third party for infringement of any such rights, the supplier shall be obliged to

indemnify and hold ACPS Automotive, or ACPS Automotive's customers, harmless from and against any and all such claims. This duty to indemnify shall apply to all costs and expenses which are incurred in connection with ACPS Automotive or ACPS Automotive's customers being held liable.

9. Provision of Items and Manufacture of Tools

- 9.1 ACPS Automotive shall order all kinds of means of production (such as supplies, equipment, tools, print templates, samples, models, company standards, drawings, software and other items) generally by way of written individual orders. The supplier shall, without undue delay and in any case no later than three (3) working days after the receipt of the individual order, issue an order confirmation in which the price and the delivery date are expressly stated. Should the order confirmation deviate from the individual order, the deviations shall not be deemed agreed unless and until they are expressly confirmed in writing by ACPS Automotive. The same shall apply to any subsequent changes to the contract. If ACPS Automotive and the supplier have entered into a master supply agreement concerning future deliveries, individual orders issued by ACPS Automotive shall be binding if not objected to by the supplier within three (3) working days after they have been received.
- 9.2 ACPS Automotive shall retain title to and/or all copyrights and other industrial property rights in the means of production which are provided to the supplier for the manufacture of the goods or for other reasons.
- 9.3 ACPS Automotive shall acquire ownership of the means of production manufactured by the supplier for ACPS Automotive for which ACPS Automotive pays the supplier to the extent that such means of production are capable of being owned, as well as all rights of use and exploitation relating to the resulting industrial or other property rights, upon their completion. The means of production shall be marked as belonging to ACPS Automotive. ACPS Automotive shall provide these means of production to the supplier on a loan basis for the manufacture of the goods ordered.
- 9.4 The supplier shall be obliged to use these means of production exclusively for the manufacture of the goods ordered by ACPS Automotive, or according to other requirements stipulated by ACPS Automotive. These means of production may not be made available to any third party. The supplier must notify ACPS Automotive without undue delay of any inquiries made by third parties. The supplier is not authorised to copy, reverse engineer or otherwise reproduce the means of production.
- 9.5 The supplier must return the means of production to ACPS Automotive without undue delay and without waiting for a request from ACPS Automotive at its own expense if the provision of these means of production is no longer required for the manufacture of the goods ordered, or if the negotiations do not result in the conclusion of a contract. The supplier shall have no right of retention with respect to the means of production.
- 9.6 Any processing or alteration by the supplier of any of the items referred to in Clauses 9.1 and 9.2 above shall only be permitted with the written consent of and in accordance with the requirements stipulated by ACPS Automotive. Any processing or alteration shall be made on behalf of ACPS Automotive. If such items are processed together with other items which do not belong to ACPS Automotive, ACPS Automotive shall acquire co-ownership of the new item, its co-ownership interest to be determined by the ratio of the value of the item provided by ACPS Automotive to the value of the other processed items at the time of processing.
- 9.7 The supplier shall be obliged to handle the means of production with due care and to properly store them; the supplier may only dispose of means of production with the written approval of ACPS Automotive, even if no deliveries have been made to ACPS Automotive using these means of production for a comparatively long period of time. The supplier must insure the means of production at its own expense at replacement value against damage by fire, water, and theft. The supplier herewith assigns to ACPS Automotive all claims for compensation arising

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from such insurance. ACPS Automotive herewith accepts this assignment. The supplier shall be obliged to carry out any servicing and inspection work that may be necessary and all maintenance and repair work on the means of production made available to the supplier in a timely manner in consultation with ACPS Automotive. The supplier must advise ACPS Automotive without undue delay of any damage.

9.8 In countries with other legal systems in which the rules regarding ownership stipulated in this Clause 9 do not have the same security effect as in the Federal Republic of Germany, the supplier herewith grants ACPS Automotive corresponding security interests. If the creation of such security interests requires further declarations or actions, the supplier shall make these declarations and perform these actions. The supplier shall assist with all measures required for, and conducive to, the validity and enforceability of such security interests.

10. Quality and Documentation

10.1 The initial sample inspection shall be carried out in accordance with the VDA Volume 2 "Quality Assurance of Deliveries", as amended from time to time. Irrespective of this, the supplier must constantly check the quality of the delivery items. The parties shall inform each other about possible ways to improve the quality.

10.2 The supplier must continuously check the quality of the goods to be supplied. If the nature and scope of the tests as well as the test equipment and methods have not been firmly agreed between the supplier and ACPS Automotive, ACPS Automotive shall be prepared, at the supplier's request, to discuss the tests with the supplier within the framework of its knowledge, experience and possibilities in order to determine the required state of the art of the test technology. In addition, ACPS Automotive shall inform the supplier of the relevant safety regulations upon request.

10.3 In addition, the supplier must record in its quality records for all products when, in what way and by whom the faultless manufacture of the delivery items was ensured. This evidence shall be kept for 15 years and presented to ACPS Automotive upon request. The supplier shall be entitled to shorten the storage period of the evidence if it can exclude dangers to life and health when using the products. The supplier shall oblige subcontractors to the same extent, to the extent permitted by law. As guidance, reference is made to the VDA publication "Evidence Management – Guidelines for Documenting and Archiving Requirements as to Quality" (*Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen*), as amended from time to time.

10.4 If and to the extent that public authorities which are responsible for the safety of motor vehicles and for determining the characteristics of exhaust gases or similar demand to be allowed to inspect the production sequences and test records of ACPS Automotive in order to verify compliance with particular requirements, the supplier herewith declares it is prepared to grant these authorities the same rights in its own company and provide all reasonable support.

11. Force Majeure

11.1 If ACPS Automotive is prevented by an event of force majeure from performing its contractual obligations, in particular from taking delivery of the goods, ACPS Automotive shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable towards the supplier for damages. The same shall apply if it is unreasonably difficult or temporarily impossible for ACPS Automotive to perform its obligations as a result of unforeseeable circumstances for which ACPS Automotive is not responsible, in particular as a result of industrial action, measures taken by the authorities, energy shortage or significant operational disruptions.

11.2 ACPS Automotive shall be entitled to rescind the contract, in whole or in part, if such an impediment continues for more than four months and the fulfilment of the contract is no longer of

interest to ACPS Automotive as a result of the impediment. At the request of the supplier, ACPS Automotive shall declare after the aforesaid period has expired whether it will make use of its right to rescind the contract or whether it will take delivery of the goods within a reasonable period of time.

12. Liability of ACPS Automotive

ACPS Automotive shall be liable for simple negligence only in the event of a breach of material duties, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on compliance with which the other party to the contract normally relies and may rely. If such obligations are breached, ACPS Automotive's liability shall be limited to such damage which can typically be expected with such contract. In all other cases, liability for simple negligence shall be excluded. The above limitations of liability shall not apply to damage arising from a breach of guarantee or from death, bodily injury or damage to health, in cases of wilful misconduct or gross negligence and in cases of mandatory statutory liability for product defects.

13. Confidentiality, Advertising

13.1 The supplier shall be obliged for an unlimited period of time to maintain the confidentiality of all information received through ACPS Automotive which is designated as confidential or can be identified as a trade or business secret according to other circumstances and, except where required for the delivery to be made to ACPS Automotive, shall not record, disclose or exploit any such information. By entering into suitable contractual arrangements with the employees and agents working for it, the supplier shall ensure that these persons, too, refrain from an unlimited period of time from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.

13.2 Any reference by the supplier to its business relationship with ACPS Automotive in illustrations, brochures, and advertising material shall be subject to the prior written approval of ACPS Automotive. ACPS Automotive shall not refuse such on unreasonable grounds.

14. Export Control and Customs

The supplier shall be obliged to inform ACPS Automotive in its business documents of any licences that may be required for (re-)exporting the supplier's goods pursuant to German, European and/or US-American export and customs regulations and the export and customs regulations of the country of origin of the supplier's goods. For this purpose, the supplier shall provide the following information in connection with the goods concerned at least in its offers, order confirmations and invoices:

- the export list number in accordance with the export list set out in the Annex to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists;
- for US goods, the ECCN (Export Control Classification Number);
- the trade origin of its goods and their parts, including technology and software;
- whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured using US technology;
- the statistical goods code (HS code) of the goods; and
- a contact person in its company who can be contacted to clarify any queries from ACPS Automotive.

Upon request by ACPS Automotive, the supplier shall be obliged to provide ACPS Automotive in writing with all further foreign trade data relating to its goods and their parts as well as inform ACPS Automotive in writing without undue delay (before delivery of the goods affected by this) about any changes to the aforesaid data.

15. Social Responsibility and Protection of the Environment

The supplier undertakes to comply with the respective regulations on how to deal with employees, the protection of the

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environment, and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. For this purpose, the supplier shall implement a management system according to ISO 14001 and further develop such system, as far as possible. Furthermore, the supplier shall observe the principles of the Global Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at www.unglobalcompact.org.

16. Governing Law/Place of Jurisdiction

- 16.1 The legal relationship with the supplier shall be governed by German law, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 The exclusive place of jurisdiction for all disputes shall be the registered office of ACPS Automotive. However, ACPS Automotive shall also be entitled to commence legal proceedings at the registered office of the supplier and at any other permissible place of jurisdiction.

17. Miscellaneous

- 17.1 The supplier is not authorised to have any order, or material parts of an order, carried out by a third party unless the supplier has obtained the prior written consent of ACPS Automotive.
- 17.2 Rights and obligations of the supplier may only be assigned or transferred to a third party with the written consent of ACPS Automotive.
- 17.3 The contractual language shall be German.
- 17.4 The place of fulfilment for all obligations to be performed by the supplier and ACPS Automotive shall be the registered office of ACPS Automotive in Ingersheim, Germany.
- 17.5 The German language version of these Conditions of Purchase shall be authoritative.

ACPS Automotive GmbH

Advanced Carrier and Protection Systems

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