

**GENERAL TERMS AND CONDITIONS OF PURCHASE - MURRELEKTRONIK GROUP**  
**regarding the provision of goods, services and works to the Murrelektronik Group**  
**by entrepreneurs within the meaning of § 14 BGB**

**1. Preliminary Provisions**

- 1.1. Within the context of these General Terms and Conditions of Purchase (hereinafter: "GTC"), the Murrelektronik Group consists of Murrelektronik GmbH (Grabenstraße 29, DE-71570 Oppenweiler), Murr Shared Services GmbH (Grabenstraße 29, DE-71570 Oppenweiler) and their affiliated companies as defined in sections 15 et seq. of the German Stock Corporation Act (AktG).
- 1.2. These GTC apply to all legal relationships concerning the delivery of goods, works or services (hereinafter: "Performance") between a company of the Murrelektronik Group placing order based on these GTC (hereinafter referred to as "Buyer" or "we") and the Contractual Partner (hereinafter referred to as "Seller") exclusively, unless otherwise expressly agreed in writing between the Parties. Such agreement requires either written form, text form (in particular e-mail) or conclusion via an electronic system provided by the Murrelektronik Group. Individual agreements (e.g., framework supply agreements, quality assurance agreements) and, in particular, information contained in the contract concluded with the contractual partner shall take precedence over these GTC.
- 1.3. Deviating, conflicting or supplementary General Terms and Conditions (hereinafter "GTC") of the Seller shall only apply if we expressly agree to their validity in writing; this shall also apply in particular if the Seller refers to its GTC in the context of the offer, the order confirmation or the delivery and we do not expressly object to this.
- 1.4. Any deviating, conflicting, or supplementary general terms and conditions of the Seller shall only apply if we expressly agree to their validity in writing; this applies in particular if the Seller refers to its general terms and conditions in the offer, order confirmation, or delivery and we do not expressly object.
- 1.4. Contracts (purchase orders and order confirmations) and order call-offs, as well as any modifications and amendments thereto, must be concluded in writing or made in writing.
- 1.5. Unless otherwise agreed, the GTC shall apply as a framework agreement for similar future contracts in the version valid at the time of the Buyer's purchase order or, failing that, in the version last communicated to the Seller in text form, without us having to refer to them again in each individual case.
- 1.6. These Terms and Conditions of Purchase shall only apply to sellers who are entrepreneurs (as defined in section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.7. Legal binding notices by the Seller in context of the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing (at least in text form).
- 1.8. Unless otherwise agreed between the parties and/or in these Terms and Conditions of Purchase, the following additional provisions shall be observed by the Seller: (1) General Logistics Guidelines; (2) Supplier Code of Conduct (available at: <https://www.murrelektronik.com/downloads/further-documents/legal/>).

**2. Closing of Contracts (Purchase Orders)**

Purchase orders placed by us must be accepted by the Seller within the specified acceptance period or, in the absence of such acceptance period, within 14 days. Until acceptance, our offer is subject to change at any time.

**3. Performance, Delivery, Transfer of Risk, Default of Acceptance**

- 3.1. The Seller is not entitled to perform its services through third parties (e.g., subcontractors) without our prior written consent. This consent requirement does not apply to delivery arrangements. The Seller shall be liable for the acts and omissions of subcontractors as if they were its own acts and omissions. Where subcontractors are used, compliance with the relevant laws and regulations, in particular labor and social security law, must be ensured and we shall be indemnified by the Seller against all claims by third parties in connection with the use of subcontractors. The Seller shall bear the procurement risk for its services, unless otherwise agreed in each individual case.
- 3.2. Delivery shall be made "Delivered Duty Paid" (DDP, Incoterms 2020) to the place specified in the purchase order. If the place of destination is not specified and unless otherwise agreed, the Seller shall ascertain the place of destination from the Buyer or, failing that, deliver to our place of business in Oppenweiler. The respective place of destination shall also be the place of performance for the delivery and any supplementary performance (cure).
- 3.3. The delivery must be accompanied by a bill of delivery stating the date (of issue and dispatch), the contents of the delivery (item number and quantity) and our order reference (date and number); we shall not be held responsible for any delays in processing and payment resulting from incorrect or incomplete information. Upon dispatch, we must be provided with a written dispatch note containing the information specified on the bill of delivery.
- 3.4. The Seller is not entitled to make partial deliveries without prior written consent. The same applies to delivery before the agreed delivery date.
- 3.5. The Seller shall take back its packaging at its own expense at the place of delivery.
- 3.6. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. Where acceptance is necessary or agreed, acceptance shall be decisive for the transfer of risk; the statutory provisions on contracts for works shall apply accordingly. Delivery or acceptance shall be deemed to have been effected if we are in default of acceptance.
- 3.7. Statutory provisions shall apply to any default on acceptance on our part. The Seller must expressly offer its Performance to us even if an action or cooperation on our part (e.g., provision of material) is necessary for the Performance to be effected and a specific or determinable calendar time has been agreed for such action or cooperation. If the contract relates to a unique item to be manufactured by the Seller (custom-made product), the Seller shall only be entitled to rights exceeding those under Section 304 of the German Civil Code (BGB) due to the delay in acceptance if we have undertaken to cooperate and are responsible for the failure to cooperate.
- 3.8. We shall be entitled, within the reasonable scope, to demand changes to the delivery item with regard to its construction and execution. Any resulting effects, in particular additional or reduced costs and delivery dates, shall be agreed appropriately.

**4. Prices and Terms of Payment**

- 4.1. The prices stated in the purchase order and accepted by the Seller are binding. Price increases by the Seller shall only be recognized if expressly confirmed in writing. The agreed purchase price includes delivery in accordance with Section 3.1, including packaging, shipping insurance, and statutory value-added tax (to be shown separately on invoices).
- 4.2. Invoices shall be issued in accordance with German sales tax law.
- 4.3. Where billing is on an expense basis has been agreed, the invoices shall be issued monthly after the end of the month and must include information on the number of employees who performed the contractual services invoiced, the number of hours worked by each of these employees, the hourly rate of the employees whose services were invoiced, the originals of all activity reports to be prepared and signed, and a description of the expenses invoiced. Expenses shall only be reimbursed to the extent agreed in the purchase order and, unless a flat rate has been agreed, only upon presentation of receipts.
- 4.4. As a rule, payment is due within 30 days of delivery and receipt of a proper invoice with a 3% discount or within 60 days net.
- 4.5. The payment of interest on arrears is excluded; in the event of default in payment, the statutory provisions shall apply with the proviso that the occurrence of default in payment requires a separate reminder in each case.
- 4.6. We shall be entitled to the statutory rights of set-off and retention as well as to the defense of non-performance of the contract. In particular, we shall be entitled to withhold due payments if we have outstanding claims against the Seller for incomplete or defective services.
- 4.7. The Seller shall only have a right of set-off or retention in the case of legally established or undisputed counterclaims.
- 4.8. The Seller may only transfer claims arising from legal transactions concluded with us with our express prior consent. If a transfer is made without our consent, we may, at our discretion, make payment to the contractual partner or the third party with discharging effect.

**5. Delivery and Performance Deadlines, Acceptance of Works**

- 5.1. Delivery shall be made within the delivery period specified in the purchase contract or purchase order. If no delivery period is specified, the delivery period shall be 4 (four) weeks from conclusion of the contract.
- 5.2. The Seller requires our prior written consent for any early delivery that deviates not only slightly (max. 1 week) from the agreed delivery date; otherwise, acceptance may be refused.
- 5.3. The Seller shall notify us without undue delay in writing of any delay in delivery.

5.4. If the Seller is in default with its Performance, we may – in addition to further legal claims – demand lump-sum compensation for the damage caused by the delay in the amount of 1% of the net order value per full calendar week, but not more than 5% of the net order value of the late Performance. We reserve the right to prove higher damages. The Seller retains the right to prove that no damage or significantly less damage has been incurred.

5.5. In the case of the delivery of Works, formal acceptance of Performance must be effected. Regarding such acceptance of Performance, the following shall apply: The Seller shall notify us in writing of the work's readiness for acceptance and shall provide the work to us as agreed. Acceptance shall then take place within four weeks of notification of readiness for acceptance, whereby the result of the acceptance shall be recorded in writing by both parties. If necessary, the work shall be put into operation as part of the acceptance. Acceptance shall also require the handover of all relevant documents, in particular a detailed, complete documentation understandable to a person trained in the field (development documents and comments, models, drawings, user and/or programming manual, object and source codes). Assessment of the status of contractual Performance (or parts thereof) during the course of the project as a performance assessment does not constitute acceptance of Performance in the legal sense; performance assessments are always subject to acceptance in the legal sense. Payments made by us do not constitute acceptance of the contractual Performance or a waiver of such acceptance.

**6. Insurance**

- 6.1. The Seller shall take out comprehensive liability insurance with a reputable insurance company, including product liability, with a minimum coverage of 10 million euros per personal injury/property damage. This insurance shall extend to the Seller's affiliated companies insofar as they are involved in the execution of a contract under these General Terms and Conditions of Purchase.
- 6.2. The Seller shall provide us with annual confirmation of insurance coverage. Each confirmation must specify the scope of insurance coverage.

**7. Warranty**

- 7.1. The Seller warrants as follows:
  - (i) Seller's Performance comply with all applicable legal requirements worldwide, including, but not limited to, licensing requirements, safety requirements, testing regulations, environmental laws and regulations, and labeling requirements.
  - (ii) Performance will be executed in accordance with the latest scientific and technical standards and with the care customary in the industry, but at least with the care of a prudent businessman.
  - (iii) Performance is free from defects. Liability for defects is determined by applicable statutory provisions.
  - (iv) Performance is labeled in accordance with the specifications and legal requirements (the latter include, in particular, the country of manufacture and the country or countries of destination).
  - (v) Performance is free from any third-party rights (lien or other security interests, assignment of claims, installment payment agreements, sales under retention of title, etc.) that would prevent the transfer of full title.
- 7.2. Unless otherwise specified below, our rights in the event of material defects and defects of title (including incorrect and partial delivery, improper assembly, or defective assembly instructions, operating instructions, or user manuals) on the part of the Seller shall be governed by the statutory provisions.
- 7.3. We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from § 442 para. 1 sentence 2 of the German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect was unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 7.4. With regard to the commercial obligation to inspect and give notice of defects pursuant to the German Commercial Code (HGB) (Sections 377, 381 HGB), the following shall apply: Our obligation to inspect is limited to defects that are apparent during our inspection of incoming goods upon external examination, including the delivery documents (e.g., transport damage, incorrect or incomplete delivery), or that are recognizable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. Our obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding our obligation to inspect, our notice of defects shall in any case be deemed to have been given in good time if it is sent within 10 days of discovery or, in the case of apparent defects, within 10 days of delivery.
- 7.5. In the event of defects, we may, at our discretion, demand that the defects be repaired or that a new delivery/new production be made. If the Seller is unable to repair the defects, he shall deliver a new item or produce a new item. The costs of supplementary performance, including any installation and removal costs, shall be borne by the Seller. All replacements or repairs shall also constitute part of the warranty for defects in accordance with these Terms and Conditions of Purchase.
- 7.6. The Seller's liability for damages and product liability shall be governed by the statutory provisions.

**8. Third-Party (Intellectual) Property Rights**

- 8.1. The Seller's Performance shall be free from third-party (intellectual) property rights. The Seller shall nevertheless inform us without undue delay of any imminent or actual infringement of third-party rights resulting from the use of the Performance. The Seller shall, at its own expense, take all necessary measures to ensure that any Performance provided to us is free from such infringement. Where third-party property rights cannot be bypassed, the Seller undertakes to determine whether the property right in question can be used by us by way of a license.
- 8.2. The Seller shall indemnify us against all claims by third parties arising from an infringement of property rights for which the Seller is responsible. This shall include appropriate costs of legal defense. Further legal claims and rights remain reserved.
- 8.3. Within the scope of its Performance, the Seller is entitled to use open source software ("OSS") as follows: The Seller shall ensure that the OSS is used in accordance with the license and in compliance with the law. The use of the OSS must not conflict with the contractual use and the economic purposes of the Performance. If OSS is used, the Seller shall, as a prerequisite for acceptance, provide a complete list of all OSS components contained in the Performance, specifying the applicable license, including the version numbers. The use of OSS components with copyleft effects requires our express prior consent in each individual case. Notwithstanding such consent, the Seller guarantees that a copyleft effect does not affect the Performance as a whole or other systems of the Buyer. The Seller is responsible for defects (and consequences thereof) in the OSS to the same extent as for the rest of the Performance. Any warranty and liability exclusions in OSS licenses do not apply in the relationship between the Seller and the Buyer.

**9. Supplier Recourse**

- 9.1. Apart from claims for defective Performance, we shall be entitled to the statutory rights of recourse within the supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB or Sections 445c, 327(5), 327u of the German Civil Code (BGB)) without restriction. In particular we shall be entitled to demand from the Seller the type of supplementary Performance (repair or replacement) that we owe to our customer. This shall not restrict our statutory right of choice (Section 439 (1) BGB).
- 9.2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 of the German Civil Code (BGB)), we shall give the Seller the opportunity to comment in writing, briefly stating the facts of the case. If no substantiated statement is made within a reasonable period of time and no mutually acceptable solution is reached, the claim for defects granted by us to our customer shall be deemed to be owed by us to our customer. In such a case, the Seller shall be responsible for providing evidence to the contrary.
- 9.3. Our claims under supplier recourse shall also apply if the defective Performance has been combined with another product or further processed in any other way by us, our customer, or a third party, e.g., through assembly, attachment, or installation.

**10. Rights to services and/or work under a contract for work and services**

- 10.1. Regarding the Performance of services and/or works by the Seller, all rights to the results created by the Seller within the scope of the Performance (industrial property rights and copyrights, other creative services such as suggestions, ideas, designs, and know-how) shall be vested exclusively in the Buyer. The Seller hereby irrevocably transfers to the accepting buyer the exclusive, temporally, spatially and materially unrestricted, transferable and sublicenseable usage rights to all known and unknown types of use, in particular the rights to reproduction, (public) distribution, (public) access, modification and further development. The transfer of these usage rights has

been considered in the agreed remuneration. The use of the results by the Seller or third parties requires the prior written consent of the Buyer.

- 10.2. Insofar as these results are protectable, the Seller shall inform the Buyer without undue delay in an appropriate manner and shall support the Buyer to the extent necessary in registering property rights or shall assign to the Buyer any property rights already registered. The Seller guarantees the acquisition of property rights and the transfer of rights by means of a corresponding agreement with its employees, subcontractors or other persons employed by Seller in the performance of relevant contract and shall claim newly created protectable components of Performance in a timely manner and without restriction. Seller shall ensure that no copyrights are asserted against Buyer. If the Buyer waives the right to register a (intellectual) property right, the Seller shall be entitled to register such right at its own expense; in the event of success, the Seller shall irrevocably transfer to the accepting buyer a non-exclusive, temporally, spatially and materially unrestricted, transferable and free usage right.
- 10.3. Where pre-existing industrial property rights and copyrights or know-how of the Seller are inseparably merged with the results created in accordance with Section 10.1. and are indispensable for the exploitation of the Performance and the results created, the Buyer shall receive a non-exclusive, temporally unlimited, worldwide license in all known and unknown types of use to such intellectual property with the authority to grant sublicenses, which is already considered by the agreed remuneration.

#### **11. Statute of Limitations**

- 11.1. The respective claims of the contractual parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- 11.2. Notwithstanding § 438 para. 1 no. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title; claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right against us, in particular due to the absence of a limitation period.
- 11.3. The limitation periods of the law on the sale of goods, including the above extension, shall apply to all contractual claims for defects. Where we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods under the law on the sale of goods results in a longer limitation period in the specific case.

#### **12. Indemnification**

The Seller shall indemnify us from any liability to third parties arising from the defects in Performance and other breaches of contractual obligations for which Seller is responsible (including costs and expenses arising from or in connection with this). Seller shall reimburse us for payments made to settle justified claims. As part of his indemnification obligation, the Seller shall reimburse expenses in accordance with Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by us. We shall inform the Seller of the content and scope of recall measures as far as possible and reasonable and give him the opportunity to comment. Further legal claims remain unaffected. The indemnification and reimbursement obligations shall not apply if the damage is attributable to gross negligence or intentional misconduct on our part or on the part of one of our employees, representatives, or subcontractors.

#### **13. Rights, Confidentiality, Retention of Documents, Retention of Title**

- 13.1. We reserve all rights, in particular (intellectual) property rights and copyrights, to materials, tools, objects, plans, drawings, calculations, product descriptions, and other documents. Such documents and items shall be used exclusively for the purpose of contract execution and shall be returned to us upon completion of the contract. The documents and items shall be kept confidential from third parties, even after termination of the contract. The confidentiality obligation shall only expire if the knowledge contained in the documents provided has become generally known.
- 13.2. The Seller undertakes to retain documents relating to the manufacture, storage, delivery, and sale of Performance to us for a period of at least 5 years from the date of delivery and to make these documents available to us if we have a legitimate interest (e.g., in the event of product defects), provided that such disclosure does not conflict with the Seller's legitimate interests.
- 13.3. Any processing, blending or combination (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply to further processing of the delivered goods by us, so that we shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing.
- 13.4. The transfer of ownership of the Performance to us shall be unconditional and regardless of payment of the price. However, if we have accepted an offer by the Seller to transfer ownership conditional upon payment of the purchase price in individual cases, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we shall remain authorized to resell the goods even before payment of the purchase price, subject to advance assignment of the claim arising therefrom to seller (extension of the simple retention of title to the resale). This excludes all other forms of retention of title, in particular an extended retention of title, a forwarded extended retention of title, and a retention of title extended to subsequent processing.

#### **14. Export Compliance**

The Seller is obliged to comply with applicable export control, customs, and foreign trade laws. The Seller undertakes to provide all information and documents required for compliance upon delivery at the latest. The Seller shall indemnify us against any claims by third parties and other damages (including costs and expenses arising from or in connection with such claims or damages) resulting from breaches of these provisions for which the Seller is responsible.

#### **15. Applicable Law and Place of Jurisdiction**

- 15.1. All legal obligations of the parties arising from or in connection with contracts within the scope of these GTC shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. The exclusive place of jurisdiction for all disputes arising from contracts under these GTC shall be our registered office in Oppenweiler, Germany. However, we are also entitled to bring legal action at the place of performance or the general place of jurisdiction of the Seller. Mandatory statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

#### **16. Severability Clause**

The invalidity of individual provisions of these general terms and conditions of purchase shall not affect the validity of the remainder of the provisions. Invalid provisions shall be deemed replaced by valid provisions that are suitable for achieving the economic purpose of the invalid provision to the greatest extent possible.