

General Terms and Conditions of Purchase for Deliveries and Services to FEV Companies

§ 1 Scope

- (1) These General Terms and Conditions of Purchase shall apply to companies, legal entities under public law and special funds under public law.
- (2) All orders placed by FEV Europe GmbH, FEV Group GmbH, FEV Software & Testing Solutions GmbH, FEV Consulting GmbH, FEV Norddeutschland GmbH, FEV Dauerlaufprüfzentrum GmbH, FEV etamax GmbH, FEV EVA GmbH and B&W Fahrzeugentwicklung GmbH, FEV Test Systems GmbH, FEV Vehicle GmbH, share2drive GmbH, EDL Rethschulte GmbH, FEV Creltec GmbH, FEV eDLP GmbH, AAA Automotive Association GmbH Aachen (hereinafter referred to individually as **FEV**) shall be based exclusively on these General Terms and Conditions of Purchase. They shall form an integral part of all contracts concluded by FEV with a service provider or supplier (hereinafter jointly referred to as **"Supplier"**) for the deliveries or services offered by the Supplier. They shall also apply to all future deliveries and services of the Supplier and orders placed by FEV, provided that these are legal transactions of the same or a related kind, even if they are not separately agreed again.
- (3) Any terms and conditions of the Supplier or third parties shall not apply, even if FEV does not explicitly object to their applicability in individual cases. Even if FEV refers to a letter containing or referring to terms and conditions of the Supplier or a third party or if FEV accepts the delivery or performance of the Supplier without reservation in the knowledge of such terms and conditions of the Supplier, this shall not constitute an agreement with the validity of such terms and conditions.
- (4) References to the validity of statutory provisions shall only have a clarifying meaning. Therefore, even without such clarification the statutory provisions shall apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

§ 2 Orders, Form, Conclusion of Contract

- (1) Orders by FEV must be effected in writing or in text form and must be submitted on an order form of FEV. Orders in text form shall be effective without signature.
- (2) The Supplier shall be obliged to immediately object to orders placed by FEV if he is not able to deliver the ordered goods or services or cannot deliver them as ordered or at the price indicated in the order or at the delivery or service date stated.
- (3) The contract shall be deemed concluded if the Supplier sends FEV an order confirmation in writing or in text form within a period of ten (10) calendar days from dispatch of the order. In the event that the date of dispatch of the order cannot be determined, the date of the order shall be deemed the date of dispatch.
- (4) Any time prior to receipt of an order confirmation, FEV shall be entitled to revoke the order in writing or in text form without stating reasons and without being obliged to reimburse any costs or expenses incurred by the Supplier.
- (5) If the Supplier fails to send an order confirmation and the order is not revoked, the contract shall be concluded as soon as the Supplier executes the order in whole or in part and FEV accepts the delivery or service without reservation.
- (6) The legal relationship between FEV and the Supplier shall be governed solely by the contract concluded in writing, including these General Terms and Conditions of Purchase. This contract shall completely reflect all agreements between the contracting parties regarding the subject matter of the contract. Any prior oral or written agreements of the parties prior to

the conclusion of this contract shall be legally non-binding and shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.

- (7) Any additions and amendments to the agreements made, including these General Terms and Conditions of Purchase, must be made in writing to be effective. Employees of FEV, with the exception of managing directors or authorized signatories, shall not be entitled to make oral agreements deviating from the written agreement.

- (8) FEV reserves the title or copyright to all drawings, illustrations, calculations, brochures, catalogs, models and other documents and auxiliary means made available to the Supplier. The Supplier shall not, without the express consent of FEV, make these items as such or in terms of their content available to third parties, disclose them, use or reproduce them by themselves or through third parties. The documents shall be kept confidential from third parties.

§ 3 Changes of the Delivery or Service

- (1) FEV shall be entitled to demand changes to the deliveries or services owed under the contract at any time. The Supplier shall immediately examine the feasibility and the effects of the changes and submit a written offer to FEV for the implementation of the changes. The offer shall contain a description of the effects of the changes (in particular with regard to costs and delivery dates).
- (2) If the contracting parties do not reach an agreement regarding the requested changes within a reasonable period of time, FEV shall be entitled to terminate the contract in whole or in part.

§ 4 Prices and Payment

- (1) Prices stated in the order are fixed prices and apply to the scope of services and deliveries specified in the orders. The prices include all costs of the Supplier in connection with the delivery and service, including any costs for the granting of rights, transport, packaging, insurance, administration, ancillary services and quality controls. Unless otherwise expressly agreed between the parties, any subsequent claims by the Supplier beyond the price stated in the order are excluded. This shall apply in particular to additional claims due to any increases in the Supplier's raw material or purchase prices that may have occurred in the interim.
- (2) FEV shall only be obliged to return the packaging on the basis of a corresponding express agreement.
- (3) Invoices must
 - correspond to the order and may only be provided after delivery or acceptance;
 - indicate the purchase order number and/or the responsible person at FEV;
 - be sent in duplicate to the address specified in the purchase order; and
 - in the case of electronic invoicing, be sent exclusively to the electronic address provided by FEV for this specific purposeFEV is entitled to return and not pay invoices that do not meet the above requirements.
- (4) FEV shall, unless otherwise expressly agreed in writing, pay the agreed price within 14 days after receipt of the delivery or acceptance of the service and receipt of the invoice with a 3% discount or within 30 days after receipt of the delivery or acceptance of the service and receipt of the invoice net.
- (5) FEV shall be entitled to effect partial payments.
- (6) A payment shall not imply that a service has been accepted. All payments shall be made without acknowledgement

and under exclusion of the effect of § 814 BGB (German Civil Code).

§ 5 Delivery and Delivery Time

- (1) Deliveries shall be made 'DDP named place of destination' (*Incoterms* 2020), unless the parties have agreed otherwise.
- (2) Deadlines and dates for deliveries and services stated in the order are binding, unless expressly agreed otherwise. If shipment has been agreed, the delivery periods and delivery dates refer to the time of delivery to FEV.
- (3) The Supplier shall be obliged to inform FEV in writing without delay if circumstances transpire or become apparent to the Supplier which indicate that periods or dates cannot be met. This shall not entitle the Supplier to an extension of periods or a postponement of dates.
- (4) In the event that the Supplier is in default with the delivery or service owed, FEV shall be entitled to claim a contractual penalty of 0.2 percent of the net price of the delayed delivery or service per complete working day, but in total not more than five (5) percent of the net price of the delayed delivery or service.
- (5) The Supplier shall not be entitled to make partial deliveries, unless otherwise agreed.

§ 6 Spare Parts

- (1) The Supplier shall warrant that the delivery of spare parts is guaranteed for a period of time corresponding to normal technical use, but at least ten (10) years after delivery or acceptance of the last delivery or service owed under the contract. During this period the Supplier shall be obliged to supply spare parts to FEV on reasonable terms.
- (2) If the Supplier intends to discontinue the delivery of spare parts, the Supplier shall immediately notify FEV thereof and give FEV the opportunity to order. Any claims for damages of FEV shall remain unaffected by such order.

§ 7 Responsibilities of the Supplier

- (1) The Supplier is obliged
 - to comply with all relevant laws and regulations;
 - when carrying out services on the premises of a site of FEV, to observe the applicable internal instructions and safety, health and environmental regulations and to obtain any necessary permits;
 - to comply with the provisions of the United Nations Convention on the Rights of the Child of November 20, 1989, concerning the prohibition of child labor;
 - not to deploy forced labor in any manner as specified in Article 1 of the International Labor Organization Convention concerning the Abolition of Forced Labor of June 25, 1957.
- (2) The Supplier shall undertake to meet all requirements and demands of FEV with regard to ethics, social and environmental compatibility and to comply with the Code of Conduct existing at FEV.
- (3) The Supplier shall assume full liability for damages and costs of FEV resulting from a culpable violation of the contractual obligations listed in paragraph (1). The Supplier shall indemnify FEV against any claims of third parties.
- (4) The Supplier shall be solely responsible for the selection, employment, supervision and appropriate payment of all employees, temporary workers, contractors or other vicarious agents which he employs for the performance of the contract.
- (5) The Supplier is obliged to apply existing and during the execution of the contract acquired know-how in such a way that the best possible result is achieved.
- (6) Within the framework of the execution of the contract, the Supplier shall undertake all measures which appear

necessary to achieve the underlying purpose of the contract without additional remuneration, even if these were not expressly mentioned in the context of the order.

- (7) The Supplier is obligated to propose to FEV technical modifications and other deviations from the order which the Supplier considers necessary or expedient in the course of the manufacturing process. Should such a change result in an overrun of costs or deadlines, the Supplier is obliged to indicate this when submitting its proposal.
- (8) The Supplier shall not transfer the performance of the services ordered by FEV to third parties, in whole or in part, without FEV's express written consent. The consent of FEV shall not limit the Supplier's liability. The Supplier shall be liable without limitation for acts and omissions of the subcontractor.
- (9) Toward FEV, the Supplier must
 - provide all information and instructions necessary for the correct storage and use of the delivery or service;
 - ensure that the deliveries and services are suitable and appropriate for the contractually agreed or known purpose of use
 - inform FEV immediately if the deliveries or services or their use contravene statutory provisions at the place of performance; and
 - inform FEV immediately of any risks or deficiencies of the delivery or service known or becoming known to him.

§ 8 Auditing

- (1) FEV shall be entitled to carry out comprehensive or spot audits at the Supplier's premises (i.e. at the Supplier's production and operating facilities and other localities) in order to ensure the quality of the deliveries or services owed.
- (2) Auditing shall be permitted at any time during normal working hours after reasonable advance notice. Advance notice is regularly appropriate if it is given five (5) working days prior to the start of the audit. When conducting the audit, FEV shall be obliged to consider the legitimate interests of the Supplier.
- (3) The Supplier shall remedy any defects detected during an audit without delay and implement agreed measures.
- (4) The Supplier shall participate in the audit at its own expense and fully support FEV.
- (5) Any rights of FEV, in particular warranty claims for defects and claims for damages, shall remain unaffected.

§ 9 Export and Import Control

- (1) The contracting parties are aware that deliveries and services may be subject to export and import restrictions. In particular, licensing requirements may exist, or the use of software or related technologies abroad may be subject to restrictions.
- (2) The Supplier undertakes to comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations.

§ 10 Place of Performance, Shipment, Transfer of Risk

- (1) Place of performance for all obligations arising from the contractual relationship is the shipping address specified in the order, unless otherwise specified. If the Supplier is also responsible for installation, the place of performance shall be the place where the installation is to be carried out.
- (2) Shipping documents and delivery notes shall indicate the order number and/or the person responsible at FEV. The Supplier must observe any further packaging and shipping instructions of FEV. Otherwise, the shipping method and packaging shall be at the dutiful discretion of the Supplier.
- (3) The risk shall pass to FEV upon acceptance of the delivery or upon acceptance of the service.

(4) The Supplier shall undertake to insure the delivery at its own expense against theft, breakage, transport, fire and water damage or other insurable risks.

§ 11 Acceptance

(1) All services for which acceptance is possible shall require acceptance. If the inspection of the services of the Supplier requires the start of operation of a complete system, the acceptance shall only take place after successful completion of the appropriate inspection of the complete system.

(2) Unless the parties have agreed otherwise, a period of four (4) weeks shall be deemed to have been agreed for the inspection of the service. In this respect the Supplier waives the objection of delayed notice of defects.

(3) Insofar as the Supplier has to provide a service which requires acceptance by us, the Supplier is obligated to notify us in writing of its request for acceptance at least 14 days prior to the acceptance date to be agreed.

(4) If the Supplier's service is incorporated into a total service of FEV towards a customer of FEV, acceptance of the Supplier's service shall only take place after acceptance of the service by the customer of FEV.

§ 12 Warranty

(1) FEV's rights in case of defects of quality and title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or user instructions) and in the event of other violations of obligations by the Supplier shall be governed by the statutory provisions, unless otherwise provided below.

(2) For the commercial duty of inspection and notification of defects, the statutory provisions shall apply with the following provisions: FEV's duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external assessment, including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during FEV's quality control by means of random sampling. If approval has been agreed, there is no obligation of inspection. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business taking into account the circumstances of the individual case. FEV's obligation to give notice of defects discovered at a later date shall remain unaffected. Notwithstanding an obligation to inspect, FEV's complaint (notice of defects) shall be deemed to be prompt and timely if it is sent within five (5) working days from discovery or, in case of obvious defects, from delivery.

(3) Subsequent performance shall also entail the removal of the defective goods and reinstallation if the goods have been installed in or attached to another item in accordance with their nature and intended use; FEV's statutory claim for reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of testing and subsequent performance shall be borne by the Supplier even if it turns out that there was actually no defect.

(4) Notwithstanding FEV's legal rights and the provisions in paragraph (3) above, the following shall apply: If the Supplier fails to meet its obligation to provide subsequent performance - at FEV's option by remedying the defect (subsequent improvement) or by delivering a defect-free product (replacement) - within a reasonable period of time set by FEV, FEV is entitled to remedy the defect itself and to demand reimbursement of the necessary expenses incurred or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for FEV (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no period of grace shall

be required; FEV shall notify the Supplier of such circumstances without delay, if possible in advance.

(5) Moreover, in the event of a defect of quality or title, FEV shall have the right to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, FEV shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

(6) FEV shall be fully entitled to the legally determined rights of recourse within a supply chain (Supplier recourse according to Sections 445a, 445b, 478 BGB) in addition to the claims based on defects.

§ 13 Time-bar

(1) The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise provided for below.

(2) Notwithstanding § 438 (1) No. 3 BGB (German Civil Code), the time-bar for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the time-bar shall commence upon acceptance. The 3-year time-bar shall apply mutatis mutandis to claims based on defects of title, whereby the statutory limitation period for claims for restitution in rem of third parties (§ 438 para. 1 No. 1 of the German Civil Code) shall remain unaffected; furthermore, claims based on defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a time-bar or statutory limitation period - against FEV.

(3) The statute of limitations of sales law including the above extension shall be applicable - with statutory extent - to all contractual claims for defects. Insofar as FEV is also entitled to non-contractual claims for damages as a result of a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply unless the application of the limitation periods of the law on sales leads to a longer statutory limitation period in the individual case.

(4) Upon receipt of a written notice of defect by the Supplier, the time-bar and statutory limitation period of warranty claims shall be suspended until the Supplier rejects FEV's claims or declares the defect to be remedied or otherwise refuses to continue negotiations on FEV's claims. In the event of a replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall start anew, unless FEV had to assume, based on the Supplier's conduct, that the Supplier did not feel obliged to take such action, but only made the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 14 Property Rights

(1) The Supplier shall provide the delivery or service in the country of the place of performance free of rights and in particular free of industrial property rights or copyrights of third parties.

(2) The parties have their own industrial property rights, copyrights and know-how (hereinafter referred to as **Background**). To the extent that the Background of the Supplier is inseparably connected with the Foreground - see para. (4) below - and is absolutely necessary for the exploitation of the contractual results, the Supplier shall grant FEV a non-exclusive, temporally and spatially unlimited, transferable and (for the purpose of exploitation of the contractual results) sub-licensable right of use of the Background.

(3) Unless otherwise agreed between the parties, the granting of rights of use for the Background shall be settled upon payment of the price.

(4) The industrial property rights and copyrights as well as the know-how (hereinafter referred to as Foreground)

generated by the Supplier during the execution of the contract and during the term of this contract shall be exclusively owned by FEV and are hereby or in accordance with the following provisions fully transferred to FEV by the Supplier.

(5) To the extent that Foreground consists of copyrighted works, the Supplier hereby assigns to FEV the exclusive, transferable and sublicensable right of use, unlimited in time and place. This right of use shall in particular include the reproduction, distribution, public reproduction and making available to the public of the Foreground in all known types of use including the right to edit and further develop the Foreground and to use the results arising therefrom to the aforementioned scope.

(6) The Supplier has made valid and sufficient agreements with its employees (including researchers, representatives, consultants and subcontractors) or will take all necessary measures to ensure the transfer of the Foregrounds created by this group of persons to the Supplier. In particular, he shall make unlimited use of the inventions created by its employees - patentable and/or utility model-capable - without limitation.

(7) The Supplier shall receive a single, non-transferable and non-sublicensable right of use in the Foreground. Use of the Foreground within the scope of contract research for third parties is not permitted.

(8) Unless otherwise agreed between the parties, the transfer of the Foreground or the rights of use pursuant to paragraphs (4) and (5) shall be settled upon payment of the price. Should this, exceptionally, not be the case the Supplier may demand that the transfer be effected reciprocal against payment of the agreed remuneration or, if such remuneration has not yet been agreed, of an appropriate and fair remuneration to be agreed upon.

(9) If claims are asserted against FEV by a third party due to the infringement or alleged infringement of intellectual property rights by the use of the delivery or service, the Supplier shall indemnify FEV upon first request against all damages and costs (including reasonable costs of legal defense).

§ 15 Free-Issue Materials

(1) If FEV provides the Supplier with information, documents or items, such as prototypes or tools (hereinafter referred to as **Free-Issue Materials**), this shall be on loan.

(2) The Supplier shall store the Free-Issue Materials separately and clearly mark them as FEV's property.

(3) Any processing, mixing or combination (further processing) of Free-Issue Materials by the Supplier shall be performed for FEV.

(4) The Supplier shall use Free-Issue Materials exclusively for the performance of the services owed under the contract. The Supplier shall be obliged to insure Free-Issue Materials at their replacement value at its own expense against damages due to fire, water and theft. At the same time, the Supplier shall hereby assign all claims for compensation from this insurance to FEV. FEV hereby accepts the assignment. The Supplier shall be obliged to carry out any necessary maintenance and inspection work as well as all maintenance and repair work on the Free-Issue Materials in due time at its own expense. The Supplier shall notify FEV immediately of any damages, defects or malfunctions; if the Supplier culpably fails to do so, claims for damages shall remain unaffected.

(5) If FEV is obliged to allocate Free-Issue Materials, FEV shall only be in default with this obligation only upon express reminder of the Supplier; the reminder shall be in writing or text form.

§ 16 Transfer of Title

(1) The delivery or service of the Supplier shall become the unrestricted property of FEV upon the transfer of risk.

(2) To the extent that the parties agree that the title of the delivery items shall not be passed to FEV until full payment of the agreed price has been made, the Supplier shall pass the title of the delivery items to FEV upon their manufacture or acquisition under the condition precedent of full payment.

(3) The Supplier shall store the property of FEV (if applicable after its manufacture or acquisition) separately and clearly mark it as FEV's property.

(4) Any retention of title on the part of the Supplier requires the express written consent of FEV, which FEV may refuse only for good cause.

(5) The Supplier shall immediately inform FEV about the existence of any retention of title of its subcontractors.

§ 17 Liability, Insurance

(1) The Supplier's liability shall be governed by the statutory provisions.

(2) The Supplier undertakes to take out business liability and product liability insurance with an insurance company licensed in Germany with a sum insured that is appropriate to the contract. As a rule, a sum insured of EUR 5,000,000.00 (in words: five million) is deemed appropriate.

(3) The Supplier shall provide FEV with evidence of the conclusion and – upon request – the existence of the insurance. The Supplier shall, without request, inform FEV of any change of the insurance (including its termination).

(4) The insurance shall include cover for injuries to life, body or health and for other material or immaterial, direct and indirect damages due to defective contractual services.

(5) The Supplier waives any recourse against FEV and/or FEV's insurance company and undertakes to obtain such waiver from its insurance company as well.

(6) The existence of the insurance does not limit the Supplier's liability.

§ 18 Confidentiality

(1) The Supplier shall keep all verbal, written, electronic or visual information provided to the Supplier in connection with the cooperation and which is marked as confidential or is otherwise recognizable as confidential, e.g. due to its content; this applies in particular to trade and business secrets. The above provisions shall not apply to the extent that information (i) is already in the public domain or becomes publicly known without this resulting from a violation of these confidentiality provisions; (ii) is already in Supplier's possession at the time of its disclosure without any obligation of Supplier to keep such information confidential towards any person; (iii) becomes known to Supplier from a source other than FEV after its disclosure; and/or (iv) is independently developed by Supplier. The Supplier shall impose appropriate confidentiality obligations on its employees and subcontractors who come into contact with confidential information of FEV.

(2) The obligation of confidentiality pursuant to paragraph (1) shall continue to apply beyond the end of the contract.

§ 19 Assignment, offsetting

(1) The Supplier shall not be entitled to assign claims under the contract to third parties without FEV's prior written consent. FEV shall not unreasonably refuse such consent. In the event of an extended reservation of title by one of the Supplier's, Suppliers consent shall be deemed granted after separate (i.e. not included in the offer or order confirmation) written notification.

(2) The Supplier shall only be entitled to set off recognized or judicially determined claims against claims of FEV. This shall apply mutatis mutandis to rights of retention of FEV.

§ 20 Place of Jurisdiction, Choice of Law, Written Form, Final Provisions

(1) If the Supplier is a merchant, a legal entity under public law or a special fund under public law or if the Supplier has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between FEV and the Supplier shall, at the option of FEV, be Aachen or the registered office of the Supplier. In such cases, however, Aachen shall be the exclusive place of jurisdiction for any legal action against FEV. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relationship between FEV and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not be applicable.

(3) In the event that individual provisions of the contract become invalid, the validity of the remaining provisions shall not be affected.

(4) If the contract or these General Terms and Conditions of Purchase contain omissions, the parties to the contract shall be obliged to replace the omission with a regulation which comes closest to the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery while appropriately considering the interests of both parties.

(5) Unless the parties to the contract have expressly agreed otherwise, the contract shall not be interpreted to the effect that

- the contracting parties enter into any form of corporate association;
- one party to the contract acts as an agent or representative of the other party to the contract and/or can bind the other party;
- the Supplier is granted an exclusive right to provide the goods or services owed under the contract.