

Terms and Conditions of Purchase for ElringKlinger México, S.A. de C.V. (as of June 2023)

Alfonso Gómez de Orozco No. 122, Colonia Exportec II, Mexico:

I. General provisions and applicability

All orders shall be governed exclusively by these terms and conditions of purchase. Any standard commercial terms and conditions of a supplier that conflict with our terms and conditions of purchase or that invalidate them shall not apply, unless we have expressly approved them in writing. Acceptance of goods or services from a supplier or any payment made for said goods and services shall not in any case be considered acceptance of the supplier's terms and conditions.

II. Conclusion of the contract

1. Contracts, delivery schedules/forecasts and orders, as well as any amendment or modification thereto, must be in writing. This shall also apply to any deviation in quality and quantity from the terms of our order as well as any subsequent contractual modification. Any standards and designs/drawings that may be stipulated by us in an order in specific cases – including tolerances – shall be binding. Upon accepting an order, the supplier acknowledges that it has informed itself of the nature and scope of its services by consulting the plans provided. If the order itself or the documentation, the designs/drawings or plans provided by us contain apparent inaccuracies, typographical errors or calculation errors, these shall not be binding for us. The supplier shall be obliged to report such errors to us. The same shall apply in the event that documents or designs/drawings are missing.
2. Orders shall be binding for us only if confirmed by the supplier in writing on the condition that a binding delivery date is stipulated, within 14 days of the date of receipt by the supplier, unless otherwise agreed in particular cases.

II. Delivery and transport

1. The agreed delivery deadlines and dates shall be binding. The supplier assumes the provisioning risk for its services, unless otherwise agreed for the particular case (e.g. limited to stocks). The supplier shall fall into arrears without additional warning if it does not respect the agreed delivery date.
2. The statutory provisions shall apply in the event of non-compliance with the deadlines. In particular, we have the right to rescind the contract and to claim damages and losses caused by the supplier's non-compliance.
3. The statutory provisions shall apply in the event of non-compliance with the deadlines. In particular, we have the right to rescind the contract and to claim damages and losses in lieu of the damages and losses for compliance at the end of a reasonable grace period that we grant to the supplier at our complete discretion.
4. In the event of non-compliance with the delivery deadlines, we have the right to claim – after prior warning – a penalty of 0.5% of the order value for every week of delay in the order up to 5%. Penalties must offset the damage and loss caused by the delay in delivery for which the supplier is responsible.
5. Partial deliveries shall not be permitted, unless we have given express consent in writing.
6. Any full acceptance of a delayed delivery or service shall not constitute a waiver of any claims we may have based on said delayed delivery/service pursuant to these terms and conditions of purchase and/or the applicable regulations.
7. Before the delivery deadline passes, we shall have the right to refuse acceptance of the goods.
8. Our shipping instructions must be followed. Any expenses we incur due to failure to follow our shipping instructions shall be borne by the supplier.
9. Delivery shall be carried out by the supplier at the point of delivery stipulated by us. In the event that we must cover the transport costs on an exceptional

basis, the supplier must choose the method of transport stipulated by us or else the method of transport and means of delivery that is most favourable for us.

10. Risk shall be transferred upon acceptance by our reception office.
11. Packaging shall be included in the price. If agreed otherwise on an exceptional basis, packaging shall be invoiced at cost price. The supplier must use the packaging stipulated by us and must ensure the goods are properly protected from damage caused by the packaging.

IV. Force majeure

Disturbances, official measures and other unforeseeable and inevitable occurrences not related to the company shall release the affected party from any contractual obligations for the duration of the event. The affected party shall immediately notify the other party and shall take the necessary measures to limit the impact of said occurrences. The affected party must also immediately notify the other party of the end of said event. If said event persists for more than five calendar days, the unaffected party may rescind the contract without the need for court resolution and without any liability.

V. Quality and acceptance

1. The supplier shall ensure that its deliveries comply with the technical data and specifications stipulated by us, the applicable versions of the accident prevention standards from *Verband Deutscher Elektrotechniker* (VDE – German Association of Electric Engineers), the applicable legal provisions and the state of the art.
2. In order to ensure the quality of its deliveries, the supplier must perform tests adapted to the type and volume of the corresponding delivery.
3. The values reported during our incoming check and the quality tests on incoming goods shall be the applicable values for dimensions, volumes and quality.
4. Acceptance of any goods shall be subject to their inspection to ensure there are no defects and, particularly, that they are correct and complete, provided that this is feasible in the ordinary course of business.
5. We shall perform a quantity and identification inspection and we shall examine the goods to detect apparent damage in transport. We shall report said defects immediately. Any early request for inspection or reporting is excluded.
6. The supplier must accurately and completely make any declarations that are required by law.
7. In the event that we and/or our customers are subsequently charged by any customs authority due to inaccurate declarations from the supplier that we have issued ourselves, or in the event that we or our customers suffer any financial disadvantage as a result of this, and in the event that said inaccuracy is attributable to the original information on the origin provided by the supplier, the supplier shall be liable in these cases.
8. To the extent that the supplier manufactures products under article 3 of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the supplier shall be liable for ensuring fulfilment of its duty to communicate certain information pursuant to article 33 of the REACH Regulation.

VI. Payment terms

1. Any agreed prices shall include packaging, transport and any other expense.
2. Unless a specific agreement is reached, an invoice must be settled within a period of 60 days from the date of payment and of receipt both of the invoice and of the receipt of the goods or the provision of the

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service. When early delivery is accepted, the payment deadline shall be calculated with respect to the initially planned delivery date.

3. Payment shall be subject to verification of the invoice and to delivery in due time and form.
4. In the event we make an advance payment, we shall be entitled to a bank guarantee.
5. Any invoice issued by a Mexican supplier must meet all the applicable statutory requirements.

VII. Guarantee

1. The provider must ensure that the goods comply with our specifications, including the design of their packaging and labelling. Our order must be executed professionally and adequately and in accordance with the state of the art.
2. Based on the outgoing goods inspection by the supplier, we shall inspect the incoming goods in terms of their identity, part number, and externally visible transport damages. Any other defect discovered in the ordinary course of business shall be reported to the supplier immediately after its discovery. As a result, the provider shall waive the defence of late reporting of the defects.
3. The statutory provisions regarding defective title shall apply unless otherwise agreed in this document.
4. We are obliged to immediately notify the supplier of the defects or of defective execution of a delivery as soon as they are identified within a standard business procedure. In the event that defective goods are delivered, the supplier shall have the right to repair the defects (by means of a new creation or a new delivery). In urgent cases, we shall have the right to repair the defects ourselves or to hire a third party to repair them at the expense of the supplier. In particular, a situation shall be considered an urgent case when, in order to prevent a serious risk or significant damage, it is impossible or unreasonable to notify the supplier of the damage and to assign it a period of time – however brief it may be – to take corrective measures. The supplier must be notified immediately of said procedure.
5. The guarantee period shall be 48 months from the date of delivery of the goods (transfer of risk) in the event that we use the goods for our own delivery of products to manufacturers or suppliers in the automotive industry. Otherwise, the guarantee period shall be 30 months.
6. In the event of defective title for which the supplier is responsible, it must reimburse us for third-party claims.
7. In the event of redelivery ("*Nachlieferung*"), the guarantee period restarts as of the date of said redelivery. In the event of rectification ("*Nachbesserung*"), the guarantee period restarts as of the date that the respective rectification obligation is fulfilled in terms of the scope of the rectification. The above shall not apply when the supplier expressly and legitimately reserves the right to perform the rectification exclusively in good faith, to prevent disputes or in order to maintain the supply relationship.
8. If we incur expenses as the result of a defective delivery or another defective performance, particularly expenses for transport, materials, labour, replacement or expenses for an incoming goods inspection that exceeds the ordinary scope, the supplier shall be obliged to reimburse us for such expenses.

VIII. Product liability

1. If a claim is brought against us regarding liability for defective products or any other similar liability principle under any foreign law and regardless of fault, the supplier must reimburse us for claims of this type brought forward by third parties, to the extent that the damages are caused by a defect in the goods

supplied. This shall also apply in the event of direct claims by the supplier. When the cause of the damage falls within the supplier's scope of liability, it must demonstrate that its actions were not at fault. Regarding these claims, the supplier waives any right to invoke the statute of limitations as long as it can bring a claim against us.

2. In the cases described in section VIII. 1, the supplier must cover all the associated expenses. The statutory provisions shall apply otherwise.
3. In the event that we and/or our customers are obliged to carry out a product recall as the result of the delivery of goods by the supplier and/or to assume the costs of a potential recall, the supplier must cover said expenses or reimburse us for them. The above shall apply only in the event that the supplier is at fault. The supplier shall be immediately notified of the procedure or any claim under subsection 1.

IX. Property rights

1. The supplier must deliver the goods free from any third-party rights (property rights).
2. The supplier must reimburse us for all claims resulting from any use of said property rights.

X. Services

Anyone who performs work at our facilities within the framework of the execution of a contract must comply with the applicable labour law provisions at said facilities. Any liability for accidents is excluded, unless said liability results from wilful or grossly negligent breach on the part of our legal representatives or vicarious agents of any obligation incumbent on them.

XI. Title and provision of information

1. All commercial and technical information provided and made available by us shall be treated as confidential in regard to third parties, unless it is demonstrably in the public domain. We reserve all rights regarding said information.
2. We reserve title to all drawings, sketches, samples, specifications, internal data of the company, tools, facilities, etc. that we have made available to the supplier for the purpose of tendering or completing an order. Said items shall be kept with the diligence of a prudent businessperson and may be used only in relation with our orders. Any items that are produced using the material made available by us or based on our confidential information or using our tools or duplicated tools must not be used by the supplier itself or offered or delivered to third parties.

XII. Compliance

1. The supplier pledges to comply with the legal regulations in force regarding treatment of employees, the environment, data protection and occupational safety. The supplier also assures that it shall comply with all the stipulations of the *Supplier Code of Conduct of the ElringKlinger Group* (available at <https://www.elringklinger.de/en/company/supply-chain-management/sustainable-supplier-management>) in the version in force upon conclusion of the contract and that it shall ensure all its own contracting parties comply with them through suitable contractual regulations.
2. The supplier declares it agrees to have us or a hired third party, as well as our customers or third parties hired by our customers, perform audits on fulfilment of the obligations arising from the Supplier Code of Conduct and to this end to have us receive access to the supplier's documents. In this regard, we reserve the right to make copies of such documents, if appropriate. This access is limited to the documents they keep in regard to fulfilment of the contractual obligations and occurs in accordance with data protection regulations and trade and company

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secrecy. Auditing takes place during normal working hours and after prior announcement.

3. In the event that the supplier repeatedly violates this article XII and/or despite having been warned accordingly, and it does not demonstrate that it corrected said violation to the extent possible and that it took suitable measures to prevent future violations, we reserve the right to cancel existing contracts or revoke them without prior notice.

XIII. Miscellaneous

1. Supplemental agreements must be made in writing in order to be valid. In the event that a provision of this document is or becomes invalid, this shall not affect the validity of the remaining provisions.
2. The contract shall be governed exclusively by Mexican law, to the exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods.
3. The place of performance shall be the location stipulated in the contract where the goods must be delivered or where the specialised service must be provided.
4. The place of jurisdiction for any and all disputes that arise by virtue of the contractual relationship shall be the competent court in the place of our registered office. Moreover, we shall have the right to bring action against the supplier before the court in its registered office or before the court in the place of performance.