

# Terms and conditions of purchase

## Production material and spare parts for motor vehicles

Version GTC 08/2022

For exclusive use with companies who are acting in the exercise of their trade, business or profession when concluding the contract.

### 1 Relevant conditions

- 1.1 These Terms and Conditions of Purchase shall apply to the supply - for use in motor vehicles - of parts, spare parts, components, aggregates and/or systems, including software contained therein or related.
- 1.2 The legal relationship between Tremonia Mobility GmbH, (hereinafter referred to as Tremonia Mobility) and the supplier (hereinafter referred to as "contracting party") shall be governed by these Terms and Conditions of Purchase, of which the Tremonia Mobility GTC are an integral part (hereinafter collectively referred to as "Terms and Conditions of Purchase"), unless otherwise agreed.
- 1.3 Amendments, supplements and ancillary agreements to these Terms and conditions of purchase must be in writing.
- 1.4 General Terms and Conditions of the Supplier or Proposals of the Supplier for amendments to these Terms and Conditions of Purchase or the supply contracts shall not apply even if they have not been expressly objected to by Tremonia Mobility in the individual case.

### 2 Supply contracts

- 2.1 Supply contracts and delivery call-offs as well as their amendments and supplements must be made in writing but may also be made via an electronic system provided by Tremonia Mobility. Supply contracts shall also be concluded when the Supplier starts to provide the delivery or service which is the subject of the offer to conclude the supply contract, the purchase order or the delivery call-off.
- 2.2 If the Supplier does not accept the offer within three weeks of receipt, Tremonia Mobility shall be entitled to revoke the offer.
- 2.3 Tremonia Mobility may at any time request changes in the design and execution of the delivery item. The supplier shall be obliged to carry out such changes without delay. The supplier may object to the request for changes insofar as the implementation of the changes is unreasonable for him. If an adjustment of the delivery contract is necessary due to a change, in particular with regard to additional or reduced costs, the contracting parties shall settle this appropriately by mutual agreement. Insofar as these changes lead to additional or reduced costs, a possible commissioning on the part of Tremonia Mobility must necessarily be carried out by Tremonia Mobility Purchasing.
- 2.4 During the term of the contract, the contracting parties will identify potential savings through regular value analyses. If potential savings are identified, the contract partners will adjust the series price.
- 2.5 The business basis of the supply contracts is that the Supplier remains competitive in terms of prices, quality, innovativeness and security of supply in each case.

### 3 Payment, invoice and delivery note

- 3.1 Payment shall be made by bank transfer
- 3.2 In case of acceptance of early deliveries, the due date shall be based on the agreed delivery date.
- 3.3 In the event of defective delivery, Tremonia Mobility shall be entitled to withhold payment pro rata until proper performance.
- 3.4 The supplier shall not be entitled to assign its claims against Tremonia Mobility or to have them collected by third parties without prior written consent, which may not be unreasonably withheld. In the case of assignments to companies in which Tremonia Mobility has a direct or indirect interest of more than 50%, consent shall be deemed to have been granted. If, contrary to sentence 1, the supplier assigns his claims against Tremonia Mobility to a third party without Tremonia Mobility's consent, the assignment shall nevertheless be effective. However, Tremonia Mobility may, at its option, make payment to the supplier or the third party with discharging effect.
- 3.5 The invoice must comply with the respective statutory provisions, in particular contain the VAT identification number or tax number, date of delivery or service, quantity and type of goods invoiced and shall be sent in single copy to the plant to be supplied. In addition, the supplier number, number of the delivery bill, number and date of the purchase order (or purchase agreement and delivery schedule), additional data of the Purchaser (account assignment) and the unloading point shall be indicated in the invoice. The invoice may refer to one delivery bill only. Standard delivery bills (DIN 4991) must be used for all deliveries.
- 3.6 Invoices of the Supplier shall only become due and payable if the requirements of Section 3.5 are met.

### 4 Notice of defects

Tremonia Mobility shall notify the supplier immediately of any defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects.

### 5 Confidentiality, use of results

- 5.1 The contracting parties undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship. Subcontractors of the contractual partners shall be obliged accordingly. Furthermore, the disclosure of information to affiliated companies (§15 AktG) of the contractual partners shall be permissible, provided that they are obligated accordingly.
- 5.2 If Tremonia Mobility remunerates development services of the Supplier by one-time payment, allocation to the part price or in any other way, the Terms and Conditions of Purchase for Development Services non-exclusive (as of 10/2022) of Tremonia Mobility, which can be accessed online via the Tremonia Mobility portal <https://supplier.tremonia.com>, shall apply to the development services. If separate contracts are concluded for the development services, these shall have priority.
- 5.3 The contracting parties may only advertise their business relationship with prior written consent. The supplier may not advertise or otherwise use the name, trademarks or products of Tremonia Mobility without the prior written consent of Tremonia Mobility.

### 6 Delivery dates and deadlines

Agreed dates and deadlines are binding. The receipt of the goods at Tremonia Mobility's plant to be supplied shall be decisive for compliance with the delivery date or delivery period. If delivery "free works" has not been agreed, the supplier shall make the goods available in due time, taking into account the usual time for loading and shipment.

### 7 Delivery disruptions, delivery delay

- 7.1 Early deliveries, partial deliveries or the delivery of excess quantities shall require the prior consent of Tremonia Mobility. In the absence of such consent, Tremonia Mobility may refuse to accept such deliveries or return them at the Supplier's expense. Irrespective of the existence of Tremonia Mobility's prior consent, the Supplier shall reimburse Tremonia Mobility for any expenses and damages incurred as a result of premature deliveries, partial deliveries or the delivery of excess quantities. If these deliveries cause increased transport costs, the supplier shall bear these.
- 7.2 The Supplier shall inform Tremonia Mobility without delay of any circumstances that may lead to disruptions in delivery, in particular to a delayed or only partial delivery. In doing so, the Supplier shall provide Tremonia Mobility with the relevant information as well as the measures with which the Supplier will avoid the supply disruption or mitigate its effects.
- 7.3 The supplier shall be obliged to compensate Tremonia Mobility for the damage caused by delay if the legal requirements are met. In the event of imminent or actual delay, Tremonia Mobility may require the supplier to choose the fastest method of transport, whereby the supplier shall bear the increased costs compared to normal transport.

### 8 Force majeure

Force majeure, industrial disputes, riots, official measures and other unforeseeable, unavoidable and severe Events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contractual partners shall be obligated, within the scope of what is reasonable, to immediately provide the other contractual partner with the necessary information, to undertake everything possible to eliminate the disruption and/or to mitigate the effects of the disruption. Furthermore, the contracting parties shall seek alternative ways and means in order to continue to enable the fulfillment of the performance obligations and, if necessary, to adjust their obligations for the period of the disruption to the changed circumstances in good faith. As soon as the disruption no longer exists, the original performance obligations shall be fulfilled again.

### 9 Quality and documentation

- 9.1 The Supplier warrants that its Supplies are suitable for the intended use and that they are of flawless quality with regard to materials used and

workmanship. The supplier shall comply with the state of the art in science and technology, the safety regulations and the agreed technical data, specifications and quality requirements for its deliveries. The supplier shall ensure that the delivery items comply with the national and international laws and regulations applicable to the respective delivery item in the sales markets. Changes to the delivery item require the prior written consent of Tremonia Mobility. For the production process and product release (PPF) procedure, reference is made to VDA Volume 2 "Assuring the Quality of Deliveries - Production Process and Product Release PPF", as amended. Irrespective of this, the supplier shall constantly check the quality of the delivery items and ensure their conformity. The contracting parties shall inform each other about the possibility of a

Inform each other about quality improvement.

- 9.2 If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between the Supplier and Tremonia Mobility, Tremonia Mobility shall be prepared, at the Supplier's request, to discuss the tests with the Supplier within the scope of its knowledge, experience and possibilities in order to determine the respective required state of the test technology.
- 9.3 In addition, the Supplier must record in its quality records for all products when, in what manner and by whom the defect-free manufacture of the deliveries was ensured. These records shall be kept for 15 years after the end of serial production and shall be presented to Tremonia Mobility if required. The supplier shall be entitled to shorten the storage period of the certificates if he can exclude dangers to life and health when using the products. The supplier shall oblige sub-suppliers to the same extent within the scope of legal possibilities. As a guide, reference is made to VDA Volume 1 "Documentation and Archiving - Guide to the Documentation and Archiving of Quality Requirements and Quality Records", as amended.
- 9.4 Insofar as authorities responsible for motor vehicle safety, exhaust emission regulations or the like, for the purpose of verifying certain requirements, have insight into the production process and the audit documents from Tremonia Mobility, the Supplier agrees, upon Tremonia Mobility's request, to grant them the same rights in its operations and to provide all reasonable assistance in doing so.
- 9.5 The procedure for the disposal of products that have not passed the quality control at the supplier's premises shall be communicated separately by Tremonia Mobility. The supplier shall comply with the procedure.

## 10 Claims for defects

10.1 In the event of delivery of defective goods, Tremonia Mobility may demand the following under the conditions listed below:

- a) Prior to commencement of production (processing or installation), Tremonia Mobility shall first give the supplier the opportunity to sort out the defect and to remedy the defect or to make a subsequent (replacement) delivery, unless this is unreasonable for Tremonia Mobility. If this is unreasonable for Tremonia Mobility, e.g. with regard to a trouble-free production, or if it is indicated for damage reduction, Tremonia Mobility may remedy the defect itself or have it remedied by a third party. The supplier shall bear the costs incurred thereby. Tremonia Mobility shall inform the supplier appropriately about the elimination of the defect.
- b) If the defect is not detected until after the start of production, Tremonia Mobility may demand subsequent performance and reimbursement of the expenses required for the purpose of subsequent performance, in particular transport and travel costs, labor costs (e.g. inspection, sorting, removal and installation costs), as well as material costs.

The costs and expenses referred to in this Section 10.1 shall also be reimbursed insofar as they are incurred without replacement of the defective parts being necessary for subsequent performance (e.g. installation of error-free or new software).

- 10.2 Insofar as parts to be replaced are not included in the findings or are not made available to the Supplier for technical analysis or revision, Tremonia Mobility shall scrap them. If the supplier requests the surrender of the parts prior to scrapping, Tremonia Mobility shall surrender the parts at the supplier's expense to the extent possible.
- 10.3 Claims for defects shall become statute-barred upon expiry of 33 months from the date of first registration of the vehicle or installation of spare parts, however, at the latest upon expiry of 36 months from the date of delivery to Tremonia Mobility. § Section 438 para. 3 BGB remains unaffected.
- 10.4 If the statutory regulations of countries in which the vehicles or spare parts are sold provide for a longer limitation period for defect claims than that regulated in Section 10.3 and/or Section 10.4, the longer limitation period shall take the place of the period regulated in Section 10.3 and/or Section 10.4.
- 10.5 Other legal or contractual rights of Tremonia Mobility shall remain unaffected by the provisions of this Section 10.

## 11 Liability

- 11.1 If Tremonia Mobility is held liable for product liability (in particular in the event of the assertion of judicial or extrajudicial claims due to a product defect), the supplier shall be obligated, indemnify Tremonia Mobility against such claims and the expenses and damages (including legal costs) arising therefrom, insofar as the product defect was caused by the supplier.
- 11.2 For measures taken by Tremonia Mobility to avert damage (e.g. recall action, customer service measure or any other measure), the Supplier shall be liable for the expenses and damages (including legal costs) incurred thereby, insofar as such measure is based on the defectiveness of the goods delivered by the Supplier or any other breach of duty by the Supplier.
- 11.3 Upon request, the Supplier shall provide Tremonia Mobility with appropriate support in clarifying and defending claims by third parties.
- 11.4 Tremonia Mobility shall inform the Supplier adequately about the facts of liability cases and give the Supplier the opportunity to investigate the matter. This shall not apply insofar as the information or participation of the supplier is not necessary due to special circumstances. urgency is not possible.
- 11.5 Other statutory or contractual rights (in particular under product liability law, tort, management without authority) of Tremonia Mobility shall remain unaffected by the provisions of this section 11.
- 11.6 In addition to compensation for its own damages, Tremonia Mobility may claim compensation for damages of companies affiliated with Tremonia Mobility (§15 of the German Stock Corporation Act (AktG)) by performance to itself as if the damages were Tremonia Mobility's own damages.

## 12 Third-party rights, property rights

- 12.1 The Supplier shall ensure that the delivery items as well as the manufacturing process do not infringe any third party rights (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights).
- 12.2 The Supplier shall be liable for the expenses and damages arising from the infringement of third party rights (including legal costs). Furthermore, the supplier shall indemnify Tremonia Mobility against all claims arising from the use of such rights.
- 12.3 However, the Supplier shall only be liable for claims arising from the infringement of registered industrial property rights and applications for industrial property rights (industrial property rights) in the contractual use of the delivery items if at least one of the family of industrial property rights has been published either in the Supplier's home country, by the World Intellectual Property Organization (WIPO), by the European Patent Office (EPO) or in one of the states of the Federal Republic of Germany, France, Great Britain, Austria, USA, Japan or China.
- 12.4 The Supplier's liability and indemnification obligation under this Section 12 shall not apply insofar as the Supplier has manufactured the delivery items according to detailed drawings or models of Tremonia Mobility provided by Tremonia Mobility and does not know or, in connection with the products developed by him, does not need to know that this infringes property rights.
- 12.5 The contracting parties undertake to inform each other without undue delay of any infringement risks and alleged infringement cases becoming known and to support each other free of charge in every reasonable way (e.g. in investigation, analysis, document evaluation) to defend against possible claims.
- 12.6 Upon Tremonia Mobility's request, the Supplier shall notify Tremonia Mobility of the use of published and unpublished proprietary rights and applications for proprietary rights to the delivery item.

## 13 Use of Tremonia Mobility's manufacturing resources and confidential information.

Models, matrices, templates, samples, specifications, drawings, sketches, tools and other manufacturing equipment, as well as confidential information and design data provided to the Supplier by Tremonia Mobility or paid for in full by Tremonia Mobility, may only be used for deliveries to third parties with the prior written consent of Tremonia Mobility. Supplier shall use said manufacturing equipment and confidential information only with respect to deliveries to Tremonia Mobility and not for any other purpose.

## 14 Contract termination

- 14.1 Either contracting party may terminate the contractual relationship without notice for good cause. An important reason shall exist in particular if insolvency proceedings have been opened against the assets of the other contracting party, if judicial or out-of-court composition proceedings have been opened, if a corresponding application has been filed, even if such an application has been rejected for lack of assets, if the reasons for the opening of insolvency proceedings or comparable proceedings against the assets of the other contracting party exist, or if execution proceedings have been initiated against the entire assets of the other contracting party or a substantial part of these assets.



Furthermore, an important reason in favor of Tremonia Mobility shall be deemed to exist in particular if the financial circumstances of the Supplier deteriorate significantly and the stability of the deliveries is jeopardized as a result.

- 14.2 In the event of termination of the supply contract, Tremonia Mobility shall be entitled to pass on to third parties all information from the terminated business relationship which is absolutely required by third parties for the production of the volumes specified in this supply contract to meet the requirements of Tremonia Mobility, provided that the corresponding information is not protected by industrial property rights. Any provisions made regarding the handling of development results shall remain unaffected by this and shall also be effective after termination of the supply contract.

#### **15 Insurance**

- 15.1 The Supplier shall be obliged to ensure adequate insurance coverage with regard to its obligations. Upon request, the Supplier shall provide Tremonia Mobility with evidence of the insurance coverage.
- 15.2 In special cases, Tremonia Mobility may require the Supplier to take out a certain type of insurance and/or insurance in a certain amount. In such cases, the contracting parties shall agree separately on the costs.

#### **16 General provisions and compliance**

- 16.1 The supplier is obligated not to commit or refrain from any actions that may lead to criminal liability due to fraud or breach of trust, insolvency offenses, offenses against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offenses of persons employed by the supplier or other third parties. In the event of a violation of this provision, Tremonia Mobility shall be entitled to rescind or terminate all existing legal transactions with the Supplier without notice and to break off all negotiations.
- Notwithstanding the foregoing, the Supplier shall comply with all laws and regulations affecting it and its business relationship with Tremonia Mobility.
- 16.2 If one of the contracting parties ceases to make payments or if insolvency proceedings are instituted against its assets or out-of-court composition proceedings are applied for, the other party shall be entitled to rescind the part of the contract that has not been performed.
- 16.3 The Supplier shall only be entitled to rights of retention if its counterclaims have been legally established, are undisputed or have been recognized by Tremonia Mobility. Furthermore, the Supplier shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same legal relationship.
- 16.4 Should any provision of these Terms and Conditions and of the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall be obliged to replace the invalid provision by a provision which comes as close as possible to the invalid provision in terms of economic success.
- 16.5 The laws of the Federal Republic of Germany shall apply exclusively, excluding the conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.
- 16.6 The place of performance for the delivery shall be the plant of Tremonia Mobility to be supplied. Otherwise, the place of performance shall be Dortmund, Germany.
- 16.7 The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship shall be Dortmund, Germany. However, each contractual partner may also be sued at its general place of jurisdiction.