



General Terms and Conditions of Purchase of SOBEK Drives GmbH

§ 1 Scope, Form

[1] These General Terms and Conditions of Purchase (GTCP) shall apply to all our business relations with our suppliers ("Supplier"). The GPC shall only apply if the Supplier is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

[2] The GTCP shall apply in particular to contracts for the provision of [services], the production of works for us as well as deliveries of goods by the Supplier to us (hereinafter collectively referred to as "Services"). Unless otherwise agreed in individual cases, the GTCP in the version valid at the time of conclusion of the contract or in any case in the version last notified to the Supplier in text form shall also apply as a framework agreement for similar future contracts without the need for a renewed reference in each individual case.

[3] Our GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions or General Terms and Conditions of Purchase of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing.

[4] Any individual agreement (including collateral agreements, supplements and amendments) which we make with the supplier in individual cases shall in any case take precedence over these GTCP. The content of such agreements shall be governed by a written contract, if any, or by our written confirmation.

[5] Legally relevant declarations and notifications of the supplier with regard to the contract shall be made in writing, i.e., in written or text form (e.g., letter, e-mail, fax; §§ 126, 126b of the German Civil Code (BGB)). Statutory formal requirements and the right to

demand further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

[6] References to the applicability of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended, restricted or expressly excluded in these GTCP.

§ 2 Conclusion of Contract

[1] Unless otherwise agreed, cost estimates shall be binding on the Supplier and shall not be remunerated by us.

[2] We may agree delivery schedules as well as quantity and value contracts with the supplier and order services from him on this basis by means of call-off orders or delivery schedule allocations. In this case, however, a contract within the meaning of our Terms and Conditions of Purchase shall only be concluded in accordance with the following provisions. In principle, the supplier shall have no claim to the conclusion of a delivery schedule or quantity and value contract or of delivery schedule allocations and call-off orders.

[3] The delivery schedules and call-off orders shall become binding upon receipt by the Supplier. The Supplier shall only be entitled to object if the delivery schedules or release orders deviate from the agreements of the delivery schedule or quantity and value contract. Any objection shall only be considered if it is received by us within 5 working days from receipt of the respective delivery schedule or call-off order.

[4] The supplier undertakes to deliver to us the target quantities/target value of services specified in the delivery schedule or quantity and value contract plus a capacity reserve

of 20% at the prices and conditions agreed in the delivery schedule.

[5] If, after the expiry of 2 weeks, we no longer accept the agreed services, we shall, at the Supplier's written request, purchase from the Supplier at its proven purchase price those materials which the Supplier has legitimately purchased for the corresponding delivery schedule divisions. However, this obligation shall only apply to the extent that the supplier proves that it could not cancel or otherwise use or sell the materials.

[6] In the event that changes are made with respect to the services with regard to the design or execution, the Supplier shall implement such changes within the scope of what is reasonable for it. We shall settle the associated effects, in particular with regard to remuneration and deadlines, with the supplier by mutual agreement.

[7] Unless otherwise agreed, we shall be entitled to bindingly specify external suppliers for products or manufacturing processes for the services to the supplier.

[8] The supplier shall also oblige its suppliers and subcontractors to comply with our GTCP.

§ 3 Delivery, Delivery Period and Delay in Delivery

[1] The supplier shall deliver the services properly and using appropriate and adequately marked packaging. The supplier shall be responsible for taking out goods transport insurance at its own discretion. The costs for this shall be borne by the supplier.

[2] The delivery period shall be agreed individually. Agreed dates and deadlines shall be binding. Decisive for their observance is, in the case of goods, their receipt by us, in the case of [service] performances their

successful completion and, in the case of works, their provision in a condition ready for acceptance by us or, if agreed, at another location. If delivery ex works has been agreed, the supplier shall choose the transport date in such a way that the delivery date is met.

[3] The supplier shall bear the risk of performance until successful delivery at the agreed place of delivery. Unless otherwise agreed, the place of performance is the registered office of our place of business.

[4] For quantities, weights and dimensions, the values determined by us after receipt of the goods are decisive, subject to other proof. This does not imply any obligation on our part to carry out investigations and checks.

[5] If the supplier has concerns about the proper manufacture, material supply and/or timely delivery of the services in the agreed quality, he shall notify us thereof in writing without delay. However, this notification shall not release him from his liability arising from delay in delivery, non-performance and/or poor performance.

[6] The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions. If and to the extent that the Supplier is in default, we shall be entitled to claim a contractual penalty for each week of default in the amount of 0.5% of the gross order value, but in no case more than a total of 5% of the gross order value of the goods delivered late. The right to assert further claims due to delay (in particular rescission, damages for loss of profit and for business interruption) shall remain unaffected. The contractual penalty shall be set off against any claim for damages. We shall be entitled to claim the contractual penalty until final

settlement/payment. The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the assertion of the contractual penalty.

§ 4 Information, Due Diligence and Inspection Obligations of the Supplier

[1] The supplier shall check the information, data and requirements provided by us, in particular specifications and drawings, for correctness and completeness immediately upon receipt and shall notify us in writing within three working days of any errors or incompleteness detected in this context.

[2] In addition, the supplier shall be obliged to notify us in writing of any changes in the type and/or composition, the processed material, the constructive design, the manufacturing process applied or the production site, including such changes at suppliers and subcontractors. The supplier is obliged to notify us in writing in good time of any intended changes within the meaning of sentence 1. Changes may only be made after our written consent. The supplier shall involve us in the change process.

§ 5 Quality and Environmental Protection

[1] The Supplier shall be fully responsible for compliance with the quality of the Services. He shall provide the services in high quality and in accordance with the current state of science and technology as well as the best industrial standards. Should the agreed specifications deviate from this, the supplier is obliged to notify us immediately in writing. The supplier shall take appropriate measures to ensure that

no counterfeit parts are used. Upon request, the supplier shall provide evidence thereof.

[2] The supplier shall comply with all relevant laws, standards and legal provisions, in particular the relevant environmental, hazardous materials, hazardous goods, accident prevention and occupational health and safety regulations, the EU Regulation on Conflict Minerals as well as the generally recognized safety and occupational health rules when making deliveries or providing services. In addition, the supplier shall inform its employees and other persons entrusted with the execution of the contract about their contribution to product and service conformity, their contribution to product safety and the importance of ethical conduct.

[3] The supplier shall be obliged to carry out a comprehensive inspection of the services, including an appropriate outgoing goods inspection according to type and scope. The supplier shall apply the principles of quality assurance - and energy and environmental management systems in accordance with ISO 9001, ISO 14001, ISO 50001 and IATF 16949 in the performance of its services and deliveries. Upon request, the supplier shall conclude a quality target agreement with us.

[4] Furthermore, the Supplier shall comply with the principles of the UN Global Compact Initiative. These essentially include the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. More information on the UN Global Compact Initiative is available at www.unglobalcompact.org.

In addition, the supplier will comply with the principles of the International Labor Standards of the International Labor Organization (ILO) and the observance of legal and regulatory substance bans/restrictions.

[5] Upon our request, the supplier shall provide test samples for development releases, tests, verifications, examinations and audits.

[6] If a production part acceptance procedure for the sampling of series parts has been agreed, this shall be duly performed. The supplier shall obtain and permanently comply with our approval with the specified grade. For the duration of the delivery, any deviation from this production part acceptance procedure shall require our express prior written consent.

[7] The supplier shall be obliged to use statistical methods for the acceptance of products and associated instructions for acceptance. Upon request, the supplier shall provide evidence of this by means of suitable documents.

[8] We shall be entitled to conduct supplier audits, also with the involvement of external representatives of our customers and/or auditors. In this case, we shall announce the audit in good time in advance. In this context, the supplier shall in particular be obliged to grant us insight into the manufacturing process of the services, all quality assurance measures as well as the documentation of the manufacturing process and the quality assurance measures.

[9] The Supplier shall grant us access to the areas of its production facility in which the Supplier manufactures or provides the Services after giving us reasonable advance notice.

[10] In special individual cases, the supplier shall also grant us access

without prior notice if there is a justified interest in doing so.

[11] The supplier shall also oblige its subcontractors and suppliers to agree to audits and access rights by us or third parties in accordance with the above conditions. The supplier shall be responsible for passing on these obligations within the upstream supply chain.

§ 6 REACH and Supplier Declaration

[1] The supplier shall ensure that the services are provided in accordance with Regulation (EC No. 1907/2006) of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter referred to as "REACH") as amended.

[2] The Supplier is obliged to cooperate with us and the European Chemicals Agency. He shall ensure that any registration, authorization and notification is made in accordance with REACH and shall provide us with all necessary information and arguments.

[3] With regard to the chemicals and their use by us, the supplier shall duly prepare a safety data sheet or exposure scenarios and hand them over to us immediately after placing the order, however, at the latest by the time of delivery.

[4] The supplier shall be obliged to submit the supplier declarations within the meaning of Regulation (EC) No. 1207/2001 or any other relevant standards and to confirm the preferential status of the services.

[5] The Supplier shall oblige its suppliers and subcontractors to also comply with the aforementioned obligations.

§ 7 Prices and Terms of Payment

[1] Unless otherwise agreed, all prices shall be inclusive of delivery, carriage, packaging and insurance, if any. The supplier shall bear customs duties, fees, taxes and other public charges. Value added tax shall be shown separately.

[2] The Supplier shall not be entitled to unilaterally increase prices, even in the event of cost increases by its suppliers and subcontractors. Any increase in prices or remuneration of the supplier shall require our prior express written consent to be effective.

[3] Unless otherwise agreed, invoices of the Supplier shall be due for payment within 30 days. If payment is made within 14 days, we shall be entitled to deduct a discount of 3%.

[4] The Supplier shall only be entitled to rights of set-off and retention to the extent that its claim is legally established or undisputed.

§ 8 Retention of Title

[1] Ownership of the services shall pass to us upon payment in full. Any reservation of title on the part of the supplier is objected to insofar as it takes the form of an extended and/or expanded reservation of title.

[2] Our materials, parts, containers and special packaging shall remain our property and may only be used as intended. In the event of processing, mixing and combining of items provided by us, we shall acquire co-ownership of the newly produced items in accordance with the statutory provisions, which shall be held in safe custody for us by the supplier free of charge; in this respect we shall be deemed to be the manufacturer. The supplier is obligated to sufficiently insure provided objects at replacement value at his own expense,

in particular against fire, flood and theft damage.

§ 9 Claims for Defects

[1] The statutory provisions shall apply to our rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below.

[2] The supplier shall be obliged to deliver the services free of material defects and defects of title. In particular, the services must comply with the agreements made regarding the condition and quality. All product descriptions which are the subject of the individual contract or which have been made public by the supplier shall be deemed to be an agreement on quality. The supplier shall vouch for the quality of the material used, the professional design and execution as well as for the proper functioning of the services.

[3] After receipt of the services by us, we shall comply with our statutory obligations to inspect and give notice of defects (§§ 377, 381 of the German Commercial Code (HGB)). If a defect becomes apparent upon delivery, inspection or at any later time, we shall inform the supplier thereof without delay.

[4] If the delivered performance is defective, we shall first give the supplier the opportunity to sort out the defective performance before we start our production. In the event of defects after the start of our production, the supplier may choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). The right to refuse subsequent performance under the statutory conditions shall remain unaffected.

[5] The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, installation and removal costs (labor and material costs).

[6] The place of subsequent performance shall be the place where the defective object of performance is located.

[7] In urgent cases, e.g., if operational safety is at risk or to prevent disproportionate damage, we shall have the right to remedy the defect ourselves or to have it remedied by third parties and to demand reimbursement from the Supplier of the expenses objectively necessary for this purpose.

[8] If the supplementary performance has failed or if a reasonable deadline set by us for the supplementary performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, we shall be entitled to withdraw from the contract without setting any further deadline and to return the services at the risk and expense of the supplier or to reduce the purchase price or the remuneration. Our right to assert further statutory claims, such as damages, shall remain unaffected.

§ 10 Other Liability

[1] Unless otherwise stipulated in these GTCP including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

[2] We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to a milder standard of liability in accordance with

the statutory provisions (e.g., for diligence in own affairs) only

a) for damages resulting from injury to life, body or health;

b) for damages arising from the not inconsiderable breach of a material contractual obligation (an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

[3] In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us upon first request against claims of third parties if and to the extent that the damage was caused by a defect in the performance delivered by the supplier. In cases of strict liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier shall bear the burden of proof that it did not cause the defect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall action. The provisions of § 377 of the German Commercial Code (HGB) and possible claims by us under 445a of the German Civil Code (BGB) shall remain unaffected.

[4] The supplier shall also be liable for damage caused to us by its employees or other vicarious agents during the performance of the contract or on the occasion of the contract, unless they are not responsible for the damage. The fault of suppliers and subcontractors shall be attributed to the supplier and he shall be liable for their fault as for his own fault.

§ 11 Statute of Limitations

[1] Unless otherwise agreed, the limitation period for claims for defects shall be 36 months from delivery of the service. If acceptance has been agreed in individual cases, the limitation period shall commence upon acceptance.

[2] If, however, the service is a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 of the German Civil Code (BGB)). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 479 of the German Civil Code (BGB)) shall also remain unaffected.

[3] In all other respects, the statutory provisions shall apply.

§ 12 Insurance Coverage

[1] The supplier is obligated to provide evidence of a business and product liability insurance with an appropriate amount of coverage for personal injury and property damage and co-insured financial losses per insured event. The insurance must also cover loss events occurring abroad.

[2] The supplier is obliged to provide us with evidence of the aforementioned insurance coverage upon request and to inform us immediately of any changes.

§ 13 Secrecy, Copyrights and Industrial Property Rights

[1] The Supplier undertakes to maintain absolute secrecy with regard to all business and trade secrets of which the Supplier becomes aware as well as other commercial or technical information which belongs to us and in

the secrecy of which there is a justified interest.

[2] The supplier warrants that the services are free from third party rights. The Supplier shall fully indemnify us against any claims of third parties due to the infringement of industrial property rights, applications for industrial property rights and copyrights of third parties. He shall reimburse us and our customers for all consequential damages caused by the third party property right claims, such as loss of production and use or loss of profit, unless the supplier is not responsible for the infringement.

[3] The industrial property rights and copyrights as well as the know-how ("Foreground") created by the Supplier during the performance of the development work and during the term of this Agreement shall exclusively belong to us and are hereby or in accordance with the following provisions fully assigned to us by the Supplier.

[4] To the extent that Foreground consists of copyrighted works, the Supplier shall transfer to us the exclusive, temporally and spatially unrestricted, transferable and sublicensable right of use. This includes, among other things, the right to reproduce, modify and publish, including the right to edit and further develop the new knowledge and property rights.

[5] Insofar as development results arise which may be protected by industrial property rights, the Supplier shall be obliged to inform us thereof in writing without delay. We shall be free to have these industrial property rights registered in our name. The supplier shall provide us with comprehensive support in this respect, in particular by immediately providing the information required for this purpose and by making all

necessary declarations and taking all necessary measures. The supplier shall be prohibited from making a corresponding registration in its own name or in the name of a third party or from directly or indirectly supporting third parties in doing so.

[6] All information made available to the supplier by us or coming to our knowledge in any other way as well as their embodiment in documents, parts, samples and models are and remain our exclusive property. We reserve all property rights, copyrights and industrial property rights thereto, in particular also the right to file patent and/or utility model applications. The supplier may use this information exclusively for the purposes of the respective contract.

[7] Documented information shall be stored by the supplier taking into account the statutory retention periods and other requirements.

[8] However, the Supplier shall be obligated to return to us in full or destroy all copies made upon request. Electronically stored data shall be irrevocably deleted upon written request.

§ 14 Choice of Law and Place of Jurisdiction

[1] The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the Supplier, excluding any further referrals. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

[2] If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual

relationship shall be our registered office in 72108 Rottenburg. The same shall apply if the supplier is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GTCP or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

§ 15 Compliance

[1] The Supplier shall comply with applicable laws in the performance of this Agreement. Unless otherwise contractually agreed, the supplier shall make all notifications, pay all taxes, duties and fees, and obtain and maintain all permits required under the laws in connection with the performance of the services. The Supplier shall indemnify and hold us harmless against the consequences of any failure to comply with the foregoing.

[2] The supplier shall:

[a] promptly notify us of any conviction of a criminal offense in connection with a contract entered into with us involving fraud, money laundering or corruption against it or any of its owners, directors, officers, employees, agents, subcontractors or representatives, unless such disclosure would constitute a violation of applicable law;

b) promptly inform us of any investigative proceedings initiated against the Supplier, the Supplier's personnel or other representatives of the Supplier. International anti-bribery laws (in particular the U.S. Foreign Corrupt Practices Act - FCPA) shall apply accordingly.

[3] Supplier shall ensure that Supplier's personnel, Supplier's representatives and their owners, directors, officers, employees, agents or representatives do not:

[a] directly or indirectly transfer or offer money or anything else of value in any form to any legal or natural person for the purpose of securing a business advantage, obtaining or retaining business, or directing or diverting business to or from any person/entity for their benefit;

[b] pay bribes (gifts, gratuities, commissions, or other things of value as an inducement, reward, or facilitation) to government officials or employees of a government agency (including state-owned enterprises) to expedite routine government actions that the official or employee is already obligated to perform;

[4] Supplier shall, at its own expense, maintain adequate and accurate books and records that accurately and truthfully reflect transactions and dispositions of assets in connection with any contract entered into with us, including records of payments made by or to Supplier and expenses incurred by Supplier in connection with such contract.

[5] The Supplier and we agree to fully comply with all provisions of the Money Laundering Act, in particular the Money Laundering Act as amended from time to time.

[6] Regulations (EC) No. 881/2002 and (EC) No. 2580/2001 of the Council of the European Union - in each case as amended - which are directly applicable in each Member State of the European Community, introduced the prohibition of making funds or economic resources directly or indirectly available to certain natural or legal persons, associations or entities for the purpose of combating terrorism. The supplier and we undertake to comply with this

prohibition and to check business partners and employees as to whether there is a similarity of names with the natural or legal persons, associations or entities included in the lists published as annexes to the regulations. In the event of a similarity of names, the Supplier shall refrain from transacting business with such persons, associations or entities.

[7] The Supplier undertakes to comply with the applicable labor law provisions and standards with regard to the employees deployed by it under this contract, in particular the provisions of the Act to Combat Clandestine Employment and Illegal Employment (SchwarzArbG). Furthermore, the Supplier warrants in particular to comply with all obligations incumbent upon it under the Minimum Wage Act (MiLoG) and other applicable mandatory legal (including collective bargaining) provisions on minimum working conditions in the performance of a contract concluded with us.