SAG

Progress in Aluminium

SAG Group’s General Purchase Terms and Conditions

hereinafter referred to as

"Purchase Terms and Conditions"

Definitions:

Buyer

The party who submits a purchase order or in whose name a purchase order is placed or who concludes a purchase contract as buyer

Framework Agreement

means the overarching contractual arrangement between Buyer and Supplier that establishes the legal basis and general commercial, technical, and operational terms under which Buyer may, during the term specified in the Framework Agreement, issue individual Purchase Orders for the supply of goods and/or the performance of work or services. The Framework Agreement sets out the mutually agreed and periodically updated conditions applicable to such Purchase Orders, including, without limitation, pricing, quantity commitments, volume flexibilities, delivery requirements, service levels, and any other terms relevant to the provision of the contracted goods, work, or services.

Purchase Order

any written order for the delivery of goods or provision of services issued by Buyer to Supplier

Purchase Contract

any and all contracts of procurement and contracts for work and/or services irrespective of their designations from case to case concluded by a Purchase Order (i) issued by Buyer to Supplier on the basis of a Framework

Agreement or (ii) explicitly or impliedly accepted by Supplier. Purchase Contracts may be target or continuing obligations for a specific period stated in the contract.

<u>SAG Group</u>

SAG Group B.V., a limited liability company, having its registered office in 222AK Katwijk and its business address at Ambachtsweg 6, and its SAG Group Companies.

<u>SAG Group Company</u>

a company which is directly or indirectly controlled by SAG Group B.V., whereby control will be assumed if SAG Group B.V. holds at least 50 percent of the shares or voting rights

<u>Supplier</u>

the party commissioned by Buyer to effect delivery of goods, work and/or services

1. General Provisions

Any and all Purchase Orders issued by any SAG Group Company as Buyer shall be based exclusively on the present Purchase Terms and Conditions. These Purchase Terms and Conditions shall apply to any and all Purchase Contracts and Framework Agreements.

Supplier confirms to have read and understood Purchase Terms and Conditions. With conclusion of a Purchase Contract according to Point 2 but latest with delivery of the goods and/or provision of services according to Buyer's Purchase Order Purchase Terms and Conditions become binding.

Buyer may request that delivery of goods or provision of services under the Purchase Contract be made to another SAG Group Company. Where the invoice is to be issued to such other SAG Group Company, Buyer shall act as agent on its behalf. The terms of the Purchase Contract shall apply mutatis mutandis to any goods or services provided to such other SAG Group Company.

Supplier shall provide its current supplier master data and keep it up to date during the entire business relationship. If obliged to do so under the Purchase Contract, Supplier shall submit certificates, declarations or other verifications immediately with current validity date. Buyer's failure to request such certificates, declarations or other verifications does not constitute a waiver of Supplier's obligations. To meet compliance requirements Buyer may request further non-financial information according to Point 16.

Supplier shall without undue delay inform Buyer of name changes, changes in legal form, changes in shareholdings and control, and of any other changes that are material for the supply relationship between Buyer and Supplier.

Supplier shall provide its current supplier master data and information on changes to the relevant purchase departments in writing:

- Austria: SAG New Technologies GmbH – einkauf@sag.at
- Slovakia: SAG Slovakia s.r.o – contact the responsible representative of Buyer's purchasing department
- The Netherlands: SAG Netherlands B.V.: purchase.nl@sag.at
- Spain: SAG Motion Spain S.L. – purchase.es@sag.at
- Mexico: SAG México S.A. de C.V. – contact the responsible representative of Buyer's purchasing department

2. Contractual Bases

Conclusion of Contract

A Purchase Contract is concluded if a SAG Group Company as Buyer issues

- a written Purchase Order on basis of a Framework Agreement for the delivery of goods or provision of services or
- a written Purchase Order on basis of a written offer/quote submitted and confirmed in writing by Supplier within 10 (ten) working days from receipt of the Purchase Order.

By accepting the Buyer's Purchase Order, Supplier accepts these Purchase Terms and Conditions. Purchase Terms and Conditions shall apply to any and all subsequent Purchase Orders without giving separate reference to it.

Notwithstanding the foregoing, any action that is perceptible to Buyer undertaken by Supplier within the 10 (ten)-working day acceptance period to fulfil Buyer's Purchase Order shall be deemed acceptance of Purchase Order. Any deviating acceptance shall be regarded as a new offer and shall require Buyer's express written acceptance. Buyer has the right, but not the obligation, to object the respective offer without giving rise to any claims of Supplier.

If Supplier refrains from submitting a written confirmation or does not begin to fulfil the Purchase Order within the 10-working days period Buyer may refrain from the Purchase Order without giving any rise to claims against Buyer.

Formal Requirements

Purchase Orders and Supplier’s order confirmations must be made in writing. Any deviation from this written form requirement must also be made in writing. Buyer’s order number shall be stated in all documents relating to the order, in particular invoices; otherwise they will not be processed. Supplier may also send documents by e-mail. However, if these arrive outside SAG Group’s business hours, they shall not be deemed to have been received until the subsequent commencement of business hours.

Legal Framework

The legal relations between Buyer and Supplier are exclusively regulated by these Purchase Terms and Conditions and by the individual agreements referring to them. The individual agreements take precedence over these Purchase Terms and Conditions. General Terms and Conditions of Supplier shall not apply in any case, even if SAG Group has not expressly objected to them.

Subsequent Changes

Buyer shall have the right to request subsequent changes of the ordered goods and services including but not limited to specifications, drawings, designs, constructions, date/time and place of delivery, packing and labelling, quantity, quality and means of transportation. Change orders shall consider Supplier’s reasonable interests.

However, Supplier must suggest changes to Buyer which Supplier considers necessary or appropriate due to change of statutory or mandatory provisions or to supply competitive products taking into account technological progress and changing industry standards. If these changes lead to an increase or reduction of Supplier's costs or a modification of agreed delivery dates Buyer and Supplier shall agree on a reasonable adjustment of Purchase Order in writing.

Supplier shall not be entitled to make any changes to Purchase Order with respect to goods or services including, but not limited to specifications, drawings, designs, software, construction, production process, date/time and place of delivery, packaging, quality, quantity and means of transportation without Buyer’s prior express written consent.

If Buyer considers the supplied goods or rendered services to be non-competitive, Buyer shall have the right to notify Supplier in writing, providing evidence supporting this assessment. Upon such notification, Supplier and Buyer shall negotiate in good faith to determine adjustments of Purchase Order necessary to restore competitiveness.

If Buyer and Supplier are unable to reach a mutually acceptable solution within 30 (thirty) working days, Buyer shall have the right to terminate the contract insofar it concerns the non-competitive services or goods without any obligation to compensate Supplier for such termination. Regardless of this termination Supplier shall be under obligation to fulfill the orders placed before termination.

3. Subcontracting the Order and/or Suppliers

Buyer's orders placed shall not be subcontracted in full or in part without Buyer's prior written consent. Sub-Suppliers shall be notified to Buyer. In no way and under no circumstance shall a legal relationship between Buyer and any subcontractor or supplier of Supplier come into effect. Supplier shall be liable for the selection and any default of its subcontractors and suppliers.

The assignment of rights and obligations arising under the contract – with the exception of the assignment of monetary claims – from Supplier to a third party is subject to Buyer's prior explicit and written consent in cases of both singular and universal succession. Buyer is entitled to assign rights and obligations under the contract to third parties discharging Buyer from any and all liability by way of singular succession.

4. Prices

Irrespective of any input required, Supplier's offers and quotations shall be free of charge and without obligation for Buyer.

Agreed prices shall be fixed. All additional charges (customs, package, transport, insurance) must be stated separately in Supplier's offer and shall be borne by Supplier (except the applicable value added tax (VAT)), unless otherwise expressly agreed. Any increases in prices including the increase of additional charges are subject to prior express written approval by Buyer.

5. Delivery/ Delivery Times and Delay ; Force Majeure

Delivery time and quantities to be supplied shall be determined by the respective Purchase Contract. The agreed delivery schedules and quantities are binding. Non-Compliance with delivery terms may cause significant operational disruptions and financial consequences for Buyer.

Therefore, Supplier agrees to take all necessary and appropriate actions to ensure compliance with delivery dates and terms. Should concrete circumstances or events become known to Supplier which could lead to non-compliance with agreed delivery times, dates and quantities, Supplier shall take appropriate corrective actions and inform Buyer immediately in writing, stating the reasons and the expected delay.

Breach of Delivery Obligations

If Supplier breaches its delivery obligations Buyer shall be entitled to rescind Purchase Contract without giving rise to any claims for compensation by Supplier. Even if Buyer adheres to Purchase Contract, Buyer may claim compensation for the resulting damage, including lost profits and any indirect financial and consequential damage. Unless otherwise agreed in writing, the damages shall be calculated as 2% of the total contract value for each week of delay or part thereof, up to a maximum of 15% of the total contract value. The obligation to pay damages shall apply until full delivery is completed in accordance with the contract.

Liquidated Damages

Payment of liquidated damages does not relieve Supplier from its delivery obligations nor shall it preclude Buyer from exercising any other rights under the Purchase Contract, including claims for actual damages exceeding the liquidated amount.

Partial Deliveries

Buyer is not obliged to accept partial deliveries. It shall be entitled to reject and/or return shipments or services or parts thereof at Supplier's expense, if they are effected in a different quantity or before or after the agreed delivery date stated in Purchase Contract. In case of accepted delivery at a time earlier than agreed Buyer reserves the right to charge Supplier for any cost of handling and storing.

Incoterms

Unless otherwise agreed in writing, INCOTERMS 2020 "DDP" clause (delivered Duty Paid) to Buyer’s business place shall apply to all shipments. The procurement risk along the entire supply chain shall be borne by Supplier, unless otherwise agreed in writing. Supplier shall be responsible for providing proper packing and shipping documents (in particular precise declaration of contents) at its own expense. If Buyer bears the transportation costs, Supplier must choose the most suitable, advantageous and commonly used means of transportation and packaging, unless Buyer determines the means of the transportation and the packaging.

Force Majeure

Either party shall be released from its contractual obligations as long as and to the extent that it is unable to deliver goods or provide the respective service as a result of force majeure.

Force majeure is defined as unforeseen events beyond the reasonable control of either party that prevent, hinder, or delay the fulfillment of contractual obligations. Such events include, but are not limited to natural disasters, acts of war, terrorism and civil unrest, governmental actions, embargoes, or trade restrictions, epidemics or other public health emergencies, or strikes.

However, increases in costs, whether for raw materials, shipping, labour, or otherwise, as well as other events that relate to the business operation of the parties shall not constitute Force Majeure.

Obligations of the Affected Party

In order to be released from the fulfilment of a contractual obligation due to Force Majeure, the Affected Party must notify the other party in writing of any non-fulfilment of contractual obligations due to Force Majeure (including the expected length of the occurrences and further impact on the proper performance of the contractual obligations) immediately after the Force Majeure has occurred, but no later than 3 (three) calendar days thereafter. If the Affected Party fails to give timely notice it loses the right to invoke Force Majeure.

Termination of Contract

Upon notification, both parties shall be released from their respective obligations to the extent affected by Force Majeure event. If the Force Majeure event continues for more than 14 (fourteen working days) either party shall have the right to terminate the contract. Such termination shall not give rise to any claims for compensation or damages by either party.

6. Shipping and Marking Requirements

All goods must be suitably, carefully and appropriately packed in accordance with the specifications determined by Purchase Order or Purchase Contract. Supplier shall provide Buyer with packaging data including all required necessary information and all delivery documents in writing as soon as the goods are dispatched. This includes, but is not limited to, product identification, handling instructions, shipping origin, and any hazardous material classifications. The items to be delivered shall be marked pursuant to any relevant documentation requirements in such a way that origin and date of production of the items (e.g., based on parts numbers, order number, description of parts) can be ascertained without any doubt.

All shipments shall be handled by a carrier determined by Buyer and specified to Supplier. Buyer reserves the right to choose the mode of transportation. Supplier shall inform the carrier of Buyer's shipping regulations and order number.

Buyer's shipping requirements shall be observed strictly, with Supplier being liable in full for any damage and cost arising from non-compliance with shipping requirements or agreed shipping conditions (e.g. cost of additional freight, demurrage charges).

7. Notice of Defects

Upon complete delivery of goods or performance of service Buyer shall inspect the shipment only with respect to externally visible transport damages, quantity of containers according to the loading list or identity deviations of the delivered goods from the goods specified in the shipping documents and notify Supplier of any such defects without any undue delay in the ordinary cause of business. To this extent, Supplier waives its right to raise the defense of improper notice of defects on the grounds that Buyer's notice of defects was late. There shall be no further obligation to inspect the goods/services upon delivery and to give notice of defects if any.

8. Invoicing/Payment/Set-off

Unless otherwise agreed, Supplier shall submit a commercial invoice after delivery of goods or performed service and send it by email to Buyer's billing address specified in Purchase Order or Purchase Contract. For import deliveries Supplier shall attach to the shipping documents a duplicate of the commercial invoice in English language.

Such commercial invoice must contain all required information according to the applicable tax legislation specified in Point 23 and include the following data:

- Buyer’s full corporate name, address and registered office
- For intra-EU deliveries:
    - VAT ID of Buyer
    - VAT ID of Supplier
- When billing without VAT the reason for the applicable tax exemption with reference to the applicable tax legislation
- origin of the goods
- date of shipment, delivery location and unloading point
- reference to the corresponding delivery note
- clear and detailed description of goods or services, including item numbers, quantities, gross/net weights and unit prices
- Buyer’s purchase order number

Invoices which do not meet one or more of these requirements shall be deemed not to have been issued and the invoice amount shall not become due. Buyer shall notify Supplier. The payment period shall begin on the day of receipt of the new, proper invoice meeting all the criteria stipulated above.

Payment Period

Unless no longer period has been agreed, payment of the invoiced amounts shall be made within 60 (sixty) calendar days net. This period commences on the date of the receipt of the correct and complete invoice by Buyer, but in no case before Buyer has received all goods or services specified in the invoice free of any defects (as defined in clause 10) and together with all documents. In the event of defective Products or incomplete delivery of goods or services, Buyer may withhold payment of the purchase price for the respective goods or services until proper and complete fulfilment.

Payment Method

Unless otherwise agreed, payments will be made by bank transfer to the bank account details provided on the invoice. Supplier is obliged to provide current bank information and confirm them upon Buyer’s request.

Assignment and Setoff

Supplier may not assign or offset any of its claims against Buyer without Buyer’s prior written consent. Unless Supplier’s counterclaims have been acknowledged or legally established by a competent court of law.

Buyer shall be entitled to offset counterclaims, including those of SAG Group Companies, against the claim of Supplier. Supplier is not entitled to a right of retention.

9. Customs, Conformity, Export Regulations and Economic Sanctions

Customs Documentation

For custom purposes, Supplier shall attach a proper commercial invoice fulfilling all applicable legal requirements, which shall include a description of the goods, the Harmonized System (HS) code (at least 6 digits) and, where useful to Buyer, the TARIC code, the customs tariff number and the preferential or non-preferential origin in English and in duplicate to the shipping documents.

Origin

Within 14 days from receipt of Buyer's request, but at the latest on the day of the first delivery, and in any event no later than at delivery of the goods, Supplier shall provide Buyer with a valid certificate of origin or other document establishing the preferential or non-preferential origin of the goods (e.g. EUR 1, declaration of origin) and all required Supplier's declarations.

Supplier's Responsibility

Supplier shall be liable for any disadvantages, costs or damages incurred by Buyer due to the improper or delayed provision of the required Supplier's Declaration or classification information, unless Supplier is not responsible for such delay or impropriety. Upon Buyer's request, Supplier shall substantiate its origin statements by submitting the relevant information sheet confirmed by the competent customs authorities or an equivalent official document.

Supplier shall provide Buyer with the necessary support to assist Buyer reducing or minimizing its obligation to pay customs. Supplier shall examine applicable customs suspensions or punitive tariffs (e.g. "exclusions" under US law), notify Buyer and apply for these exclusions.

Unless otherwise agreed, Supplier is responsible for customs clearance (in the country of export and the country of import).

Export Control

Supplier must inform Buyer

- of possible export restrictions with regard to the goods and technologies (e.g. entries in accordance with the Dual-Use Regulation or comparable regulations),
- if and to the extent that the goods and technologies are subject to an export/re-export license in accordance with US law/US regulations
- of the relevant classification number (e.g. communicate the ECCN Export Control Classification Number for US products, the "AL number" of the goods and technologies listed in the German Export List, the "Dual-Use Number" for goods and technologies in accordance with the Dual-Use Regulation, etc.), as well as
- of any possible exemptions for goods and technologies.

Supplier must provide this information to Buyer’s purchasing department. Upon Buyer’s request, Supplier will provide the necessary declarations / notifications.

Supplier agrees to promptly notify Buyer of any change in the origin status of the goods, or if any circumstances arise that may affect compliance with the applicable export control legislation.

Condition Precedent

The performance and fulfilment of the contractual obligations of Buyer under Purchase Terms and Conditions is subject to the condition precedent that there are no legal obstacles or restrictions arising from trade law, export regulations, sanctions or embargos, and that all necessary permits or authorizations required for the execution of any contractual obligations have been obtained.

Supplier shall indemnify and hold Buyer harmless from any liabilities, penalties, or damages incurred as a result of Supplier’s failure to comply with any requirements related to the origin, customs documentation or export control laws and regulations.

10. Warranty

Supplier warrants that supplied goods or performed services are free of any defects and comply with all contractual requirements, applicable laws and regulations referring to it. In particular Supplier warrants that goods and services

- are suitable for the intended use stipulated in Purchase Order or Purchase Contract,
- are proper state-of-the-art constructed, using faultless materials and
- possess all features, qualities, functionalities and performance characteristics expressly promised or represented by Supplier.

Software

Where the goods are or include software, Supplier furthermore warrants that such goods:

- do not contain any third-party software or code (including but not limited to free or open source software);
- do not contain, and any derivative works made from the products are not required to contain, any notices or markings;
- are not subject to, and any derivative works made from the goods will not be subject to, any restrictions regarding use, modification, or attribution by or to Buyer;

* are free from all clocks, timers, counters, computer viruses, malware, spyware, invasive programs, worms, software locks, logic bombs, drop dead devices, Trojan horses, trap doors, time bombs, or any other codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, destroy, damage or disable any hardware, software or system without written authorization by or on behalf of Buyer.

Automotive-Specific Requirements

Unless otherwise agreed in writing, the goods and services must correspond to the latest state-of-the-art and the applicable quality and safety requirements, in particular and in any case at least comply with the provisions generally applicable in the automotive industry (e.g. VDA-standards) as well as all provisions under the applicable statutory or regulatory laws (e.g. End of Life Vehicles Directive, Regulation on Persistent Organic Pollutants (POP), Global Automotive Declarable Substances List, each in its valid version at the time of the respective delivery.

As far as the goods are electronic parts, they shall be automotive certified in accordance with "AEC-Q". Notwithstanding the foregoing, Supplier shall continuously monitor the quality of the goods and service and ensure that they are in conformity. Supplier must submit correct and complete material data sheets in the IMDS (International Material Data System, www.mdsystem.com) to the respective specific IMDS ID of SAG Group Company and, in case of changes, must update the sheets and make them available to SAG Group Company without undue delay and without being asked.

Warranty Period

Warranty period ends on the sooner of (i) expiration of any warranty period provided to end-customers of the goods or of the products into which the goods are incorporated, or (ii) 60 (sixty) months after delivery of goods or of provision of service to Buyer.

Warranty Remedies

If a defect is discovered before the goods or services have left Buyer’s production premises, Supplier shall remedy the defect or replace the defective goods or services. If Supplier fails to remedy the defect or is not able to remedy the defect within a reasonable period mutually agreed upon by Buyer and Supplier Buyer has the right at its discretion to either (i) remedy the defect at Supplier’s cost, (ii) have it remedied by a third party at Supplier's costs or (iii) return or scrap it at Supplier’s expense.

If Supplier delivers repeatedly defective goods or provides defective services although it has already been informed of the defect in writing by Buyer, Buyer may terminate the contractual relationship with immediate effect. In each case Supplier shall indemnify and hold Buyer harmless against all damages and losses incurred due to the delivery of defective goods or provision of defective services.

If a defect is discovered after the defective goods or services have already left the Buyer’s productions site or have been processed Supplier shall indemnify and hold harmless Buyer against all damages and losses incurred due to the delivery or processing of defective goods or services.

In particular, Supplier shall bear all costs for transport, travel, labour, installation, dismantling, destruction and material caused by the subsequent performance. If, as a result of a defect, Buyer incurs costs and expenses in connection with the repair or replacement of the defective goods, and Buyer is reasonably entitled to make them to avoid a higher damage, in particular costs and expenses for sorting, for a good inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal staff, Supplier shall bear and indemnify Buyer from these costs unless Supplier is not liable for the defect.

The warranty thus described shall be without any prejudice to claims for damages.

Reference Market Procedure

If Buyer's customers are automotive manufacturers or their production parts suppliers and Buyer and the customer reach an agreement about a special procedure for determining the scope of warranty obligations or damage compensation without a specific verification of the cause of the defect in each individual case (by means of sample findings customary in the industry potentially limited to individual geographic markets - so-called "reference market procedure" - and/or by means of field data evaluation customary in the industry) and if the defect is attributable to Supplier's delivered goods, Supplier is willing to negotiate and agree with Buyer in good faith, taking in consideration the interests of both parties, a corresponding special procedure to determine the scope of Supplier's warranty obligations (without specific verification of the cause of the defect in each individual case) to handle warranty cases on appropriate terms. Statutory or other contractual claims arising out or in connection with the supply of defective products remain unaffected.

Aftersales/Obsolescence

Furthermore, Supplier guarantees to carry out training, maintenance, and repair work as well as the supply of wearing and spare parts for a period of 15 years from end-of-production to Buyer.

11. Liability for Damages

If Supplier breaches an obligation of the Purchase Order or the Purchase Contract Buyer is entitled to claim compensation for the resulting damage.

Scope

Supplier shall be liable, regardless of fault, and hold Buyer harmless against all costs, damages, losses and expenses arising out of any claim for death, personal injury and/or property damage which results from (i) the delivery of defective goods or services, (ii) Supplier's breach of contractual obligations, (iii) intentional misconduct or gross negligence of Supplier or (iv) Supplier's non-compliance with applicable laws and regulations.

Liability for Third-Parties

Supplier shall be liable for acts and omissions of its employees, agents, subcontractors and other representatives on the Buyer's business premises and hold Buyer harmless against liability for personal injury or death, or damage to property, unless this claim is not caused by Buyer's gross negligence or intentional misconduct.

Third-Party-Claims

If a third party raises a claim against Buyer, which according to third party's allegations is founded on (i) delivery of defective goods, (ii) Supplier's violation of contractual provisions, (iii) intentional misconduct or gross negligence of Supplier or (iv) Supplier's non-compliance with applicable law, statutes or regulations Supplier shall be obliged to provide Buyer with appropriate and reasonable assistance in the defense and prosecution of the claims upon Buyer's request.

12. Advertising

Neither party shall use the other party's copyrights, logos and/or trademarks without obtaining prior written permission from the other party.

Without prior written permission, Supplier shall not publish that it has contractual relationship with Buyer or supplied goods or provided services to Buyer, unless such publication is required by mandatory law. If so, Supplier shall inform Buyer at its earliest convenience prior to publication of the statement.

13. Production Equipment and Tooling

Scope of Application

This clause 13 only applies to production equipment and tooling (i) provided by Buyer to Supplier by itself or by third parties on Buyer's behalf or (ii) funded by Buyer for the manufacturing of goods by Supplier.

Production Equipment and Tooling

is understood as production plants and facilities including dies, test tools and measuring equipment (e.g., gauges), matrices, samples, tools, components, patterns, models, drawings, printing plates, or other devices needed to produce and inspect the items to be delivered ("Tools").

Ownership

Any Tools Buyer (or a third party specified by Buyer) provides to Supplier to fulfill its contractual obligations remain Buyer's (or third party's) tangible and intellectual property. Should the Tools be manufactured or sourced by Supplier or a third party engaged by Supplier, Buyer will at the latest acquire full ownership of the Tools upon payment of overall 80 (eighty) % of the agreed price to Supplier and/or to the third party engaged by Supplier. In all other cases, Buyer shall become co-owner of the Tools in relation of the payment made up to that point to the agreed price.

Obligations regarding Buyer's (or third party's specified by Buyer) Tools

Buyer owned Tools are held by Supplier in fiduciary capacity. They shall be marked that Buyer's or third party's (specified by Buyer) ownership is properly visible. Supplier shall treat them with due care and diligence. Said Tools shall only be used to execute Buyer's orders and shall not be made accessible or transferred to external third parties without Buyer's prior written consent.

Segregation/Non-Encumbrance

Supplier shall (i) keep the Tools physically segregated from Supplier's own assets to the extent reasonably practicable and, in any case, identifiable at all times, (ii) maintain a separate tool register (including location, serial numbers/identifiers, ownership status and condition) and provide a copy to Buyer upon request, and (iii) treat and record the Tools as third-party property ("property held in custody"), not as Supplier's assets. Supplier shall not create or allow any security interest, pledge, lien, retention, right of set-off, attachment or other encumbrance over the Tools. Any statutory, contractual or other rights of retention or similar rights of Supplier in respect of the Tools are expressly excluded and irrevocably waived to the fullest extent permitted by law.

Until receiving written instructions from Buyer, Supplier shall at its own cost insure all Buyer or third party owned Tools for original value against property damage and loss, assume the adequate storage, conduct necessary inspection and maintenance work, including the procurement of replacement parts at its own expense and in a timely manner. Supplier assigns all payment claims related to the Tools against the insurer to Buyer. Buyer herewith accepts the assignment. Supplier shall immediately inform Buyer of any disturbances regarding the Tools as soon as such events have occurred.

The risk of accidental loss or damage of the Tools in the premises or possession of Supplier or its sub-contractors shall be borne by Supplier.

Supplier shall not be allowed to relocate the Tools without prior written consent of Buyer. Following End-of-Production ("EOP") and unless otherwise agreed, Supplier shall maintain the Tools in good working condition ready for production of spare parts. The maintenance term shall not exceed the time in which Supplier is obliged to supply spare parts.

Surrender of Tools

Buyer may request Supplier to hand over Tools (also the Tools of the third parties specified by Buyer) after paying the outstanding price of the Tools, if any, at any time. If the Tools are handed over, Supplier's obligation to manufacture the goods shall be suspended. Upon completion of Purchase Contract Tools shall be returned to Buyer free of charge. Supplier has neither the right of retention nor any other right to keep the Tools. If Buyer requests the surrender of the Tools, Supplier shall make the Tools available for Buyer to collect without undue delay.

Insolvency Protection; Separation from Insolvency Estate

The parties expressly acknowledge and agree that all Tools owned by Buyer and/or by a third party specified by Buyer constitute third-party property held in custody and do not form part of Supplier's assets. In the event of any insolvency, restructuring, enforcement, distress, attachment or similar proceedings affecting Supplier (each an "Insolvency Event"), Buyer and/or the respective third-party owner shall have an immediate right to segregation and recovery of the Tools.

Upon the occurrence of an Insolvency Event, Supplier (and, where applicable, any insolvency administrator, trustee or similar officeholder) shall, without undue delay and without any conditions, provide Buyer (and/or the respective third-party owner) with:

- immediate access to the Tools and the premises where the Tools are located,
- all information and documentation reasonably required to evidence ownership and location (including the tool register), and
- the immediate release and surrender of the Tools for collection by Buyer (and/or the third-party owner) or a person designated by Buyer.

Supplier shall procure that any insolvency administrator or officeholder is informed in writing, without undue delay, that the Tools are third-party property and shall be surrendered to Buyer/third-party owner.

Supplier shall not, and shall ensure that any insolvency administrator or officeholder does not, assert any lien, retention right, set-off, usage right, processing lien, or similar rights in respect of the Tools. Any such rights (to the extent they may arise by law) are contractually excluded to the fullest extent permitted by law and shall be immediately released upon Buyer's request.

Buyer may, at its discretion, arrange for the Tools to be removed, secured, stored or transported at Buyer's expense (without prejudice to Supplier's liability for any breach). Supplier shall provide reasonable assistance (including packaging, loading and making equipment available) and shall ensure safe handover. Any refusal or delay constitutes a material breach.

The rights under this clause apply equally if the Tools are owned by a third party specified by Buyer. Supplier shall treat such third-party owned Tools exactly as Buyer-owned Tools and shall recognize and support the third party's segregation and recovery rights as if they were Buyer's own.

Provisions for Tool and Contract Manufacturers

If Supplier commissions a manufacturer to produce a Tool ("Tool Manufacturer") or makes a Tool available to a sub-supplier for contract manufacturing ("Contract Manufacturer"), Supplier must enter into an agreement with such Tool Manufacturer or Contract Manufacturer that grants Buyer the same rights regarding the Tools as set out in this Clause 13, including segregation, no-encumbrance and insolvency protection rights.

If Buyer has made payments for these Tools to Supplier, the Tool Manufacturer, or the Contract Manufacturer, Supplier hereby assigns to Buyer, on a pro rata basis, all claims and rights relating to the Tools against such manufacturers. Buyer hereby accepts this assignment and transfer of rights.

If Supplier has not fully paid the Tool Manufacturer, and if (i) the Purchase Contract between Supplier and Buyer is terminated, (ii) Supplier's performance is impaired, or (iii) insolvency proceedings are initiated against Supplier or Supplier becomes insolvent, Buyer is entitled to pay any outstanding Tool costs directly to the Tool Manufacturer instead of paying Supplier.

For this purpose, Supplier hereby assigns to Buyer all claims and rights relating to the Tools, including ownership rights, against the Tool Manufacturer. Buyer accepts this assignment and transfer.

Supplier shall ensure that all sub-suppliers are contractually obliged to comply with the provisions of this clause and that this obligation is passed down throughout the entire supply chain.

14. Confidentiality

Confidential Information

Buyer and Supplier shall handle any information that (i) is marked as "confidential", "secret", "internal" or similar, or (ii) is usually considered confidential according to reasonable commercial judgement, in particular due to its economic value, or technical or organizational measures to protect it strictly confidentially, not to disclose, publish or use it for the benefit of third parties and only use such confidential information for the purpose of fulfilling its obligations under Purchase Contract.

Confidentiality Obligation

Each party undertakes all reasonable technical and organizational security measures to prevent any unauthorized access by third parties and grant access only to those persons who are necessarily involved in executing Purchase Contract or Purchase Order to the extent necessary for the fulfilment of their tasks ("need-to-know principle"), provided that these persons are prior to disclosing the confidential information also subject to a confidentiality obligation that is no less strict than the provisions of these terms.

To the extent a party processes confidential information by means of artificial intelligence ("AI") applications strictly for the purposes permitted under the Purchase Contract and subject to any duly executed confidentiality agreements in compliance with the need-to-know principle, such party shall ensure, to the extent technically and contractually available, that the relevant AI application does not use confidential information for training, retraining, testing or improving AI models.

The receiving party shall further ensure that any confidential information processed through AI applications is protected by reasonable technical and organizational security measures that are no less stringent than those applied to its own confidential information in order to prevent unauthorized access, disclosure or use by third parties.

Exemptions

An information is not considered confidential if the other party can prove prior to disclosure that the information

- was already in the lawful possession of the other party or its bodies, advisors, representatives or employees prior to the conclusion of the Purchase Contract/issuing the Purchase Order
- is generally known at the time of disclosure by the other party
- was provided to the receiving party by a source other than the disclosing party
- was independently developed by an employee of the receiving party or a third party on its behalf.

The confidentiality obligations under this clause shall not apply, if receiving party is obliged to disclose confidential information due to orders of a competent authority or court or mandatory statutory provisions. As far as legally permitted, receiving party shall inform disclosing party immediately of the required disclosure, support it in protecting its confidential information or in having it protected by the court or authority and minimize the disclosure of confidential information as far as possible and appropriate.

Reverse engineering, disassembly or analysis of samples or prototypes beyond ordinary quality checks is prohibited without Buyer’s prior written consent.

15. Intellectual Property Rights

All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, and know-how, related to the goods and services supplied under Purchase Terms and Conditions shall remain the exclusive property of the respective party. Unless otherwise agreed in writing, neither party shall acquire any rights, title or interest in the other party’s intellectual property.

Reciprocal-Licence

However, each party shall be entitled to use the other party's intellectual property to the extent necessary to fulfill its contractual obligations under Purchase Order or Purchase Contract. For this purpose, a non-exclusive, worldwide, fully compensated by the agreed renumeration, right shall be granted. Such use shall be strictly limited to the scope required for performance of contractual obligations.

Warranty

Supplier warrants that the goods and services supplied to Buyer do not infringe any third-party intellectual property rights. Supplier shall be liable for any and all damages, costs and expenses resulting from actual or alleged intellectual property infringements related to the delivered goods or services. Supplier further agrees to indemnify and hold harmless Buyer against any claims, liabilities and costs arising from settlement agreements, claims and actions incurred by SAG Group as a result of any third party’s claim out of intellectual property rights with respect to the delivered goods and services and their use. Supplier shall assist SAG Group in investigating, defending and handling of such claims and provide any required documentation.

In addition, Buyer shall be entitled, at its sole discretion, to request one of the following remedies:

1. that the goods or services be modified so that the infringement no longer exists;

2. that Supplier obtains for Buyer the necessary third-party license rights to continue using the goods or services; or

3. to withdraw from the contract if obtaining such license rights is not reasonable for Supplier or cannot be achieved with reasonable efforts.

16. Compliance

SAG Group draws its strength from the competence and commitment of its employees. We therefore take responsibility for the safety and well-being of our employees, the protection of our living environment and the efficient and economical use of natural resources to produce sustainable, innovative and tailor-made solutions for the vehicle industry. Compliance with all applicable laws, regulations and ethical standards is of paramount importance to SAG Group. SAG Group is committed to conducting business in a responsible and sustainable manner and expects the same from its business partners.

As a prerequisite for entering and maintaining a business relationship with Buyer, Supplier acknowledges and agrees to the principles outlined in Buyer's Code of Conduct for Business Partners. The Buyer's Code of Conduct for Business Partners is published on its website (About Us – Downloads). Supplier shall review, accept, and implement these principles in its organization. Supplier is responsible that any and all of its subcontractors act in accordance with this Point 16.

In particular, Supplier shall comply with all applicable laws, standards and official rules and regulations on competition law, prevention of corruption, money laundering, export control and data protection.

To enable Buyer to implement its compliance obligations Supplier shall upon request provide within a reasonable period to be agreed between Buyer and Supplier non-financial information referring to statutory compliance requirements (i.e. combating distortion of competition, corruption, bribery, money laundering and terrorism financing), environmental protection, respect for human rights and working conditions.

17. Information Security

SAG Group's business success depends crucially on data and information always being available, up-to-date, unaltered, processed and stored in a way to prevent unauthorized access. Therefore, Supplier shall implement and maintain appropriate technical and organizational measures to ensure confidentiality, integrity, and availability of all data and systems related to Buyer, including, but not limited to, commercial, operational and personal information. Supplier must comply with applicable data protection laws and recognized industry standards such as ISO 27001 or TISAX.

In particular, Supplier is obliged to:

- protect Buyer's data against unauthorized access, disclosure, alteration or destruction
- maintain an adequate and up-to-date information security management environment, including regular vulnerability management and timely application of security patches;
- strictly segregate and treat the Buyer's data (excluding e-mail communications) from the data of other customers and implement appropriate protective measures to prevent any access by other customers to Buyer's data
- promptly report an actual or suspected security incident or data breach affecting Buyer's information to our Chief Information Security Officer at iso@sag.at and cooperate fully in investigation, containment and remediation efforts;
- ensure that any subcontractors or third parties processing Buyer's data are subject to equivalent, contractually binding security and confidentiality obligations;
- refrain from subcontracting services involving Buyer's data without Buyer's prior written approval;
- upon termination of business relationship, return, or securely delete all Buyer's data in accordance with industry standards and provide written confirmation upon request.

Audit and Verification Rights

Buyer reserves the right to verify compliance with these information security obligations. Supplier shall, upon reasonable notice, provide Buyer with relevant documentation, evidence and security certifications, and shall permit audits or assessments by Buyer or a third party mandated by Buyer, provided such audits do not unreasonably interfere with Supplier's operations.

Acknowledgement of SAG Information Security Requirements

Supplier having access to Buyer's sensitive information or providing services that may affect Buyer's information security is obliged to acknowledge, agree and implement the principles of SAG Group's Guidelines:

- "Information Security Requirements for External Consultants"

- "Information Security Requirements for External IT-Partners" which are published on SAG Group's website (About Us → Downloads).

18. Use of Catena-X Data Room for Automotive-Supplies

Upon Buyer's written request Supplier will participate in the Catena-X Data ecosystem and implement the required Catena-X use cases.

Buyer’s objective

Buyer’s automotive customers have established the Catena-X Automotive Data Space to enable secure, standardized, and interoperable data exchange across the entire automotive value chain. Catena-X allows data exchange within a previously agreed framework and purpose, maintaining data sovereignty. It aims to build end-to-end data chains that address current and future regulatory challenges, including ESG compliance, circular-economy requirements and efficient quality and data management. To meet these regulatory and efficiency objectives, active participation of all value-chain partners is required; therefore, Buyer expects its automotive suppliers to participate in the Catena-X Automotive Data Space. Buyer believes, the joint network reduces proprietary interfaces, establishes uniform data standards and lowers data-mapping costs, enhancing efficiency.

Prerequisites and Onboarding Requirements

To participate in Catena-X data space, Supplier must register with a Catena-X operating company, obtain a valid Business Partner Number (BPN), implement the required technical capabilities, and apply all Catena-X data standards.

Any Catena-X participation, data exchange or implementation of use cases shall be subject to a separate written data exchange agreement or project annex specifying at least: the relevant use case, data categories, data quality requirements, access rights, permitted purposes, confidentiality level, data sovereignty rules, cybersecurity requirements, implementation timeline, responsibilities, costs and liability allocation.

19. Quality

General Requirements

Supplier is responsible for ensuring that its goods and services comply with state of the art, safety and quality regulations, statutory and other regulations, agreed technical data and the warranted characteristics and must ensure in a suitable form that the aforementioned obligations are also met at the level of its suppliers.

Quality Assurance Agreement

In the event that a separate quality assurance agreement is concluded between Buyer and Supplier, Supplier further undertakes to comply with all requirements, specifications and obligations set out therein and to ensure that such requirements are effectively communicated to, contractually passed down to, and complied with by its subcontractors and sub-suppliers.

Requirements for Series Delivery

Supplier must have carried out a successful initial sampling and process approval before start of the serial production. The details of the PPF respectively the PPAP process and the associated initial sampling (PSW - Part submission warrant or initial sample testing) must be agreed in writing between Buyer and Supplier. Initial samples must be made available by Supplier in a timely manner, in its entirety, in the then current version, free of damage and fully measured. For initial sample tests, reference is made to VDA publication 2 "Securing the quality of deliveries - supplier selection, sampling, quality performance in series", in the version valid at the time of provision of the sample. The Production Part Approval (PPAP or PPF) shall not release Supplier from its obligations and responsibilities. Only upon Buyer’s acceptance of the master sample, Suppler can start the serial production and delivery. Independent of such an acceptance, Supplier shall always verify the quality of the goods itself and shall perform outgoing product inspections. In case, an automotive manufacturer requires different or additional standards, they will be mutually agreed upon and implemented by Supplier. If the agreed sampling is not successful, Supplier shall bear all additional costs incurred by Buyer that arise in direct connection with such sampling or the additional sampling process, as long as Supplier is responsible for the negative result.

Supplier shall pass on the aforementioned obligations to its sub-suppliers relating to Buyer’s supplies and verify compliance within the supply chain.

If contractual or customary documentation obligations exist for delivery items/services, Supplier must keep the corresponding records and keep the test documents/documentation for 15 years after the last delivery and submit them to Buyer upon its request. The aforementioned obligations shall be contractually transferred to any subcontractors. As instructions, reference is made to VDA Publication 1 "Guidelines for Documentation and Archiving of Quality Requirements and Quality Records" in the version valid at start of series delivery.

Safety Data Sheet

For materials and objects from which, due to their nature, properties or condition, life and health of humans, for the environment as well as for objects can be endangered and which therefore have to undergo special treatment due to regulations with regard to packaging, transport, storage, handling and waste disposal, Supplier shall provide Buyer with a safety data sheet or accident leaflet corresponding to the applicable statutory regulations.

Establishment of Quality-Management System and Audits

Supplier shall establish and prove a process-oriented quality-management system (minimum standard: ISO 9001 or IATF 16949 in the version valid at the time of product manufacture). The certification must be proven to Buyer by presenting the corresponding certificate. Supplier shall also follow the recommendations of the VDA-script "Product Integrity" and the VDA-script "Product Compliance Volume 1: Product Compliance System" in the version valid at the time of product manufacture. The certification must be proven to Buyer by presenting the corresponding certificate. However, Buyer may engage a third party obliged to confidentiality for the audit of such areas, such third party only to be rejected for serious cause. Supplier further agrees to comply with the VDA-script "Protection of Quality in the Automotive Industry - Supplier Assessment, Master Sampling" ("Sicherung von Qualität in der Automobilindustrie - Lieferantenbewertung, Erstmusterprüfung") as well as the VDA-script "Protection of Quality of Deliveries/Supplier Selection/Manufacturing Process/Product Release / Quality Performance in Series ("Sicherung der Qualität von Lieferungen / Lieferantenauswahl / Qualitätssicherungsvereinbarung / Produktionsprozess und Produktfreigabe / Qualitätsleistung in der Serie / Deklaration von Inhaltsstoffen") in the version valid at the time of product manufacture. Buyer and Supplier can only agree in writing to a deviation from the applicable quality-management system. Buyer may audit the efficiency of Supplier’s quality-management system at any time on Supplier's premises by itself or by a third-party during business hours and with adequate prior notice. If Supplier can demonstrate a justified interest in secret of certain plant areas especially towards Buyer these areas are excluded from the audit by Buyer, but not by reasonable third parties bound to secrecy.

Binding Nature of Annexes

Drawings, CAD-data, description etc., attached or referenced in the Purchase Contract or Order shall be binding for Supplier. Supplier is obligated to examine them for any kind of discrepancies. In case Supplier detects actual or assumes potential discrepancies, Supplier shall immediately inform Buyer in writing. If Supplier does not immediately inform Buyer, Supplier cannot claim at a later stage that such discrepancies exist. Supplier is solely responsible for drawings, plans and calculations made by Supplier even if Buyer approved them.

Supplier’s Tools and Equipment

Upon delivery of tools or equipment to Buyer, Supplier shall also, at the latest upon delivery, hand over documentation concerning the handling, service, maintenance and repair of the tools and the equipment. Supplier shall be responsible that the Products fulfil the regulatory requirements which are necessary for using the CE-labelling and shall affix the CE label to the Products accordingly.

Documentation Requirements for Vehicle Parts

In the case of goods subject to documentation ("dokumentationspflichtige Teile") (in particular vehicle parts) which are marked as such in the technical documents or defined as such by special agreement, Supplier is obligated to document in special records when, in which way and by whom the characteristics subject to documentation were tested and what results the required quality tests yielded. The records and the documentation of the results shall be properly stored by Supplier for 15 (fifteen) years and made available to Buyer upon request. Supplier shall comply with the applicable customer-specific requirements (Customer Specific Requirements - CSR) in the version valid at the time of product manufacture. Unless otherwise agreed, the applicable minimum requirements of the VDA volume "Special Vehicle Parts at Automotive Manufacturers and their Suppliers, Performance and Documentation" ("Dokumentationspflichtige Teile bei Automobilherstellern und deren Zulieferanten, Durchführung und Dokumentation") shall always be applied and complied with.

Obligation to Cooperate

As far as public authorities which are responsible for vehicle safety or emission standards and provisions etc., request to inspect the respective production sites and documents of Buyer, Supplier shall, on demand of Buyer, grant authorities the identical rights Buyer has towards Supplier and shall support them with Supplier’s best efforts.

Stop-Ship instructions issued by Buyer’s customers

Buyer may receive a stop-ship instruction from its own customers (including OEM) requiring an immediate suspension of deliveries of certain products. In such case, Buyer is entitled to pass this instruction on to Supplier with binding effect only if the stop-ship instruction is based on alleged defects or quality issues that are caused by specifications, drawings, instructions or technical requirements provided by Buyer's customer(s), and only where Buyer has fully, correctly and without modification communicated such customer specifications to Supplier as part of the order, and Supplier is not contractually responsible to review, validate or verify the correctness, completeness or suitability of such specifications.

Upon receipt of Buyer's written notice, Supplier shall immediately suspend all shipments of the affected products and reasonably cooperate with Buyer in investigating and resolving the underlying issue , including by supporting containment, root-cause analysis and corrective actions.

Temporary Nature

Any suspension of shipments and all related containment measures under this clause are temporary and shall remain in effect only until the stop-ship instruction is lifted (in whole or in part) by Buyer's customer(s) or Buyer confirms in writing that shipments may resume.

Buyer's Rights

For the duration of the stop-ship instruction, Buyer may temporarily suspend (i) acceptance of, and (ii) payment for, the affected products and any related invoices, to the extent such products are subject to, or impacted by, the stop-ship instruction.

No Breach of Contract

A stop-ship instruction within the scope of this clause, and Buyer's temporary suspension of acceptance and/or payment as set out above, shall not constitute a breach of contract by Buyer and shall not give rise to any liability, damages, interest, penalties, contractual penalties (including liquidated damages), termination rights, or other remedies against Buyer, provided that Buyer resumes acceptance and payment without undue delay after the stop-ship instruction is lifted to the extent applicable.

Information and Access

Supplier shall provide all information reasonably required and grant reasonable access to enable containment, root-cause analysis and corrective actions.

20. Environmental Protection

Supplier is obliged to apply the quality and environmental management principles of the relevant standards ISO 14001 in the execution of Purchase Orders and Purchase Contracts and ensure that these obligations are also complied with at the level of its suppliers. Supplier shall effectively use the necessary resources, in particular materials, energy and water, and minimize the environmental impact, in particular with regard to waste, waste water, air and noise pollution. This also applies to logistics and transport.

Upon Buyer's request, Supplier shall transparently disclose its targets, measures and identified potentials for the reduction of greenhouse gas emissions and shall provide relevant information on its progress in this regard. This includes, where available, the provision of a Product Carbon Footprint (PCF) for supplied products, information on the use of renewable energy (e.g. electricity from renewable sources only), as well as any other substantiated improvements or initiatives aimed at reducing environmental and climate-related impacts.

Supplier shall ensure that these requirements are appropriately communicated and applied within its own supply chain and shall take reasonable measures to ensure compliance by its suppliers and business partners.

In addition, Supplier relies on responsible chemicals management. It shall comply with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 of 30.12.2006) as amended, and shall ensure in particular that the substances have been registered. Buyer is not obliged to obtain approval for goods supplied by Supplier within the framework of the REACH Regulation.

In the case of delivery of hazardous substances within the meaning of the Hazardous Substance Ordinance, Supplier is obliged to provide the safety data sheet unsolicited prior to delivery. Supplier shall indemnify SAG Group against all claims of third parties arising from the fact that it has not made the safety data sheets available or has made them available late.

21. Premature Termination

Buyer reserves the right to terminate the contract in whole or in part with immediate effect, by written notice to Supplier if

- Supplier repeatedly breaches its contractual obligations.
- Supplier infringes any material obligation of the contract and fails to remedy such breach within a reasonable period determined by Buyer.
- Supplier's financial situation changes drastically and sustainably leading to legitimate fear that Supplier may not be able to fulfil its contractual obligations.
- Supplier does not comply with the principles stipulated in Points 16 (Compliance) and 17 (Information Security).

Buyer shall not be subject to any claims for compensation, damages, or restitution resulting from the exercise of its right to terminate under this clause. Events of premature termination under this clause shall be considered a material breach of contract by Supplier. Buyer reserves all further legal rights and remedies, granted by the Purchase Contract, Purchase Terms and Conditions and applicable law to recover any damages or losses resulting from the breach and termination.

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22. Miscellaneous

Headings

Headings are for convenience only and shall not be used for the purpose of interpretation.

Amendments

Any amendments, modifications, deviations, termination or waiver of any provision of Purchase Terms and Conditions shall be binding unless made in written form, demonstrably communicated to all parties and not rejected by either party. Communication by email shall be considered written communication. Such amendment shall then be only effective for the specific instance and for this specific purpose for which it was made.

Invalidity

If any of these provisions of Purchase Terms and Conditions is or becomes invalid / unenforceable, the validity of the remaining provisions shall not be affected. If required Buyer and Supplier shall replace the invalid / unenforceable provision by a valid / enforceable provision having similar economic consequences, provided that the content of Purchase Terms and Conditions is not materially alternated.

Execution of Rights

Negotiations between Buyer and Supplier or any delay or omission of Buyer or Supplier to exercise any right or remedy granted under Purchase Terms and Conditions shall not be interpreted as a waiver of such rights. Every right and remedy provided herein shall be cumulative, and in addition to any other rights and remedies granted by the applicable law.

Business Partner Audits

If Buyer notifies Supplier within a period of 7 (seven) working days in advance, Buyer may access Supplier's business premises to inspect all documents, instruments, books and records relating to any Purchase Order, Purchase Contract, the goods subject to it or the Supplier's manufacturing process. Such inspection may be carried out remote or hybrid at Buyer's discretion. This right of access and inspection shall be limited to those areas which are necessary. Confidentiality obligations which may exist towards third parties must be respected. Buyer is entitled to have the audit carried out by a qualified external company bound to confidentiality.

Assignment

Without Buyer's prior express written consent Supplier must not assign any rights or duties of a Purchase Order or Purchase Contract to any third party.

Provision of Data

To the extent allowed by law, Supplier shall at any time upon prior written request by Buyer provide suitable information required for evaluating Supplier's current financial situation and its continuing ability to fulfill its obligations towards Buyer. Buyer is obliged to keep this information confidential unless it is publicly available.

Good Standing

Supplier warrants that the information provided about its economic and financial situation as per Point 16 referring to its non-financial performance indicators is accurate, complete and current and provides a clear picture of its actual economic, financial, and non-financial situation. Furthermore, Supplier warrants that its financial statements have been and are prepared in accordance with recognized accounting principles in its jurisdiction.

23. Governing Law, Place of Jurisdiction

Any Purchase Contract including this Purchase Terms and Conditions shall be interpreted and governed by the laws of the country (and state or province, if applicable) of Buyer's principal place of business excluding its conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

Buyer and Supplier agree that the courts having jurisdiction over Buyer's principal place of business shall have exclusive jurisdiction for any action or proceedings commenced under any Purchase Contract.