

# General Terms and Conditions of Sale and Delivery of voestalpine Automotive Components Aguascalientes S. de R. L. de C. V. (hereinafter “voestalpine”)

## 1. Area of Application

The following Terms and Conditions of Sale and Delivery (hereinafter: “Terms of Delivery”) shall apply exclusively to the entire current and future legal relationship between voestalpine and the customer with respect to the purchase of movable items (“Deliverables”) and related services (“Services”). The customer acknowledges the exclusive and binding nature of these Terms of Delivery by placing an order or by receiving delivery of the Deliverables and Services ordered, at the latest. If the customer uses conflicting, divergent or supplementary terms and conditions, they shall not be applicable to voestalpine even if voestalpine does not expressly object to them. voestalpine hereby objects to all references or mentions by the customer of the application of its own General Conditions of Purchase or other divergent terms and conditions.

## 2. Offer and Contract Formation, Approval of Drawings

2.1 voestalpine's offers are non-binding and should only be construed as requests to place an order.

2.2 By placing an order, the customer gives notice of its intent to purchase, by which it is bound for two weeks from receipt thereof by voestalpine. A contract is not concluded until receipt of voestalpine's written order confirmation. Said contract is governed exclusively by the content of the order confirmation and/or these Terms of Delivery. Oral agreements or commitments must be confirmed by voestalpine in text form to be valid (cf. Sec. 126 b of the German Civil Code (BGB)).

2.3 voestalpine reserves all rights to its own sales documents (especially its drawings, illustrations, weights and measurements, production specifications and product requirements, process descriptions, feasibility studies, and cost

breakdowns) as well as to the samples. They may not be made accessible to third parties, and must be promptly returned to voestalpine, upon request, without making copies.

2.4 voestalpine always manufactures the Deliverables and provides the Services ordered in accordance with the customer's requirements – and at times does so with the participation of individual voestalpine Group companies and/or third parties. Therefore, the customer must attach the relevant descriptions of properties, technical data, weights, plans, sketches, dimensions, current drawings, etc. (hereinafter the "Specification of Properties") to the respective order. The parties must expressly agree on this Specification of Properties in writing.

2.5 The Specification of Properties originate solely with the customer and is provided to voestalpine by the customer. voestalpine produces the Deliverables in accordance with the Specification of Properties. voestalpine is not obliged to check the accuracy and feasibility of the Specification of Properties and other documents submitted by the customer. The Specification of Properties must always receive the express written approval of the customer. Otherwise, voestalpine shall not be obliged to perform. Therefore, voestalpine shall have no responsibility for the construction and design of the Deliverables.

### **3. Approval for Production**

3.1 The parties shall agree on an approval-for-production process (e.g. in accordance with IATF16949) for the Deliverables to be manufactured. Unless otherwise agreed, this approval for production shall take place at the voestalpine production facility. The customer must provide written approval for production in each case.

3.2 Approval for production shall be based on a sample provided to the customer by voestalpine. voestalpine shall not be obliged to produce (and deliver) the Deliverables before it has received written approval for production from the customer.

3.3 By issuing the written approval for production, the customer confirms that the properties of the Deliverables are conforming for purposes of production. voestalpine meets its contractual obligations by delivering Deliverables that conform to the approved sample.

#### **4. Delivery Periods and Deadlines**

4.1 Delivery periods and deadlines are only binding if they have been confirmed by voestalpine in writing and the customer has communicated or provided voestalpine with all information, Specification of Properties, approved plans, documents, authorizations and approvals necessary to make delivery on time and has made any agreed-upon advance payments in accordance with the contract. Agreed-upon periods shall commence on the date of the order confirmation or notice of acceptance. If additional or expanded orders are made at a later date, the periods shall be extended commensurately.

4.2 Unforeseeable, unavoidable events, which are beyond the control of voestalpine and are not the responsibility of voestalpine (such as force majeure, war, natural catastrophes, strikes, lock-outs, cyberattacks, governmental actions, shortages of energy or raw materials, damage from fire and explosion, disruptions of traffic and operations, orders from higher authorities or similar events) shall release voestalpine from its obligation of timely delivery or performance for the duration thereof. Agreed-upon periods shall be extended for the duration of the disruption. The customer shall be informed of the commencement of the disruption in a reasonable manner. If there is no foreseeable end to the disruption or if it lasts for more than four months, either party shall be entitled to rescind the agreement with respect to the affected range of goods and services.

4.3 The late delivery of materials and services, raw materials or vendor components or transport problems, for which voestalpine is not responsible, shall result in a reasonable extension of the delivery period. In such cases, voestalpine is obligated to promptly notify the customer of the

commencement of the aforementioned circumstances. If the extension of the delivery period exceeds four weeks, the right to a timely resort to self-help is reserved.

- 4.4 If voestalpine's deliveries are delayed, the customer shall be entitled to rescission only if voestalpine is responsible for the delay and a reasonable grace period set by the customer for delivery has expired without performance.
- 4.5 If the customer is in default of acceptance or violates other cooperation requirements, voestalpine shall be entitled to appropriately store the Deliverables at the expense and risk of the customer or rescind the agreement, irrespective of its other rights.
- 4.6 voestalpine can make partial deliveries if this is justified, and reasonable for the customer.

## 5. Shipping, Transfer of Risk, Insurance

Subsections 5.1 to 5.4 below shall apply only to the extent that the parties have not effectively agreed upon Incoterms 2010 or these have no relevant and effective provisions:

- 5.1 Unless otherwise agreed by the parties, shipment shall be FCA the voestalpine plant.

If the Deliverable is not collected within one week from the agreed-upon delivery date, voestalpine shall be entitled to arrange for transport via a reasonable route at the expense and risk of the customer.

- 5.2 If delivery is agreed upon but the details are not precisely defined, voestalpine shall reasonably determine the means of transport and the freight forwarder or freight carrier. voestalpine shall not provide or deliver the Deliverables in separate packaging or with corrosion protection.

5.3 The risk shall pass to the customer upon handover of the Deliverable to the transport company or to the customer itself. If the handover or shipment is delayed for reasons attributable to the customer, the risk shall pass to the customer on the date and time the customer is notified that the Deliverable is ready for shipment.

5.4 If voestalpine ships the Deliverables, voestalpine shall, at the request of the customer, insure the shipment Deliverables against transport damage, breakage, fire and accident at the customer's expense.

## **6. Prices, Payment Terms**

6.1 Unless otherwise agreed by the parties, the prices agreed upon by voestalpine and the customer shall be fixed prices.

6.2 All voestalpine prices are always quoted in euros ex delivery warehouse or plant, excluding the respective statutory value-added tax, packaging, shipping and insurance costs, and any taxes and customs duties incurred.

6.3 If there are cost increases of any kind, particularly increases in the prices of raw materials, voestalpine shall be entitled to enter into price negotiations with the customer. Both parties must negotiate in good faith. If the parties cannot agree on new prices within three months from the opening of price negotiations by one of the parties, voestalpine shall be entitled to terminate the relevant contract between the parties or the relevant price agreement, together with all the supply contracts concluded thereunder, by giving three months' notice. Orders already being executed shall continue to be processed after termination.

6.4 voestalpine shall be entitled to issue partial invoices for partial deliveries within the meaning of Subsection 4.6.

6.5 Unless otherwise agreed by the parties, every voestalpine invoice shall be due and payable within 30 days after receipt by the customer without deductions. See Subsection 6.6 regarding tools. If this period expires without

payment, the customer shall be in default.

- 6.6 Unless otherwise agreed by the parties, payments for tools fall due as follows:
- 30% after placing the order,
  - 30% after delivery of the first molding parts,
  - 30% after delivery of the initial sample parts,
  - 10% after OK sampling, but no later than three months after SOP.
- 6.7 The customer shall be deemed to have made payment only when voestalpine has the amount at its disposal.
- 6.8 If the customer defaults on a payment, voestalpine shall be entitled to demand default interest in the statutory amount. voestalpine's right to claim additional default damages shall remain unaffected.
- 6.9 If, due to the customer's payment default, voestalpine rescinds or terminates a supply agreement and this rescission or termination justifies a damage claim by voestalpine against the customer, voestalpine shall be entitled to demand a lump sum of 5% of the total value of the specific supply agreement in question. The customer shall have an opportunity to prove that the losses suffered by voestalpine due to the payment default are less than the lump-sum damages.
- 6.10 The customer shall only be entitled to a set off if its counterclaim is uncontested or legally enforceable.
- 6.11 The customer shall only be entitled to a right of withholding if its counterclaim is based on the same contract and is uncontested or legally enforceable.
- 6.12 If, after concluding the agreement, voestalpine realizes that the customer may not be able to meet its payment obligations, voestalpine shall be entitled to condition outstanding deliveries on prepayment or the provision of collateral. If prepayment is not made or collateral is not provided after

the expiration of a reasonable grace period, voestalpine can discontinue deliveries until prepayment is made or collateral is provided, or rescind some or all affected agreements, in whole or in part. voestalpine shall be free to assert additional rights.

## **7. Retention of Title**

7.1 The Deliverables shall remain the property of voestalpine until full payment has been made for all voestalpine's claims arising from the business relationship with the customer.

7.2 In the case of a running account, the retention of title shall be deemed to secure voestalpine's claim for the balance due.

7.3 The customer may only sell Deliverables subject to retention of title ("Products Subject to Retention of Title") in the ordinary course of business. The customer hereby assigns its claim based on resale of the Products Subject to Retention of Title to voestalpine; voestalpine hereby accepts the assignment. The customer is revocably authorized to collect on the claims assigned to voestalpine in its own name in trust for voestalpine. voestalpine can revoke this authorization and the customer's entitlement to resell the Deliverables if the customer defaults on cardinal obligations, such as making payment to voestalpine. In the event of revocation, voestalpine shall be entitled to collect on the claim itself. The customer is not entitled to pledge the Products Subject to Retention of Title, transfer them as security or make any other disposition that may jeopardize voestalpine's ownership. If the customer sells the Products Subject to Retention of Title after processing or modification or after combining or blending them with other goods, or otherwise in conjunction with other goods, the assignment of claims shall only be deemed to apply to the part that corresponds to the price agreed upon between voestalpine and the customer plus a safety margin of 10% of that price.

7.4 Any processing or modification of the Products Subject to Retention of Title by the customer is always undertaken on behalf of voestalpine. If the

Products Subject to Retention of Title are processed with other items, voestalpine shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Retention of Title to the other processed items at the time of processing. In other respects, the same shall apply to the new item as applies to the Deliverables subject to retention of title.

- 7.5 If the Products Subject to Retention of Title are combined or blended with other items, voestalpine shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Retention of Title to the other items at the time of combination or blending. If the combination or blending is done in such a way that the customer's item is considered to be the main item, it is deemed agreed that the customer transfers pro rata co-ownership to voestalpine. The customer shall safeguard the joint property for voestalpine.
- 7.6 The customer shall provide voestalpine with all requested information regarding the Products Subject to Retention of Title or the claims assigned to voestalpine thereunder at any time. The customer shall immediately report any attachments of or claims to Products Subject to Retention of Title by third parties to voestalpine and hand over the necessary documents. At the same time, the customer shall notify the third party(ies) of voestalpine's retention of title. The customer shall bear the costs of defending against any such attachments and claims.
- 7.7 To the extent possible, the customer shall separately label the Products Subject to Retention of Title as the property of voestalpine and treat them with care for the duration of the retention of title.
- 7.8 If the realizable value of the collateral exceeds the entirety of voestalpine's secured claims by more than 10%, the customer shall be entitled to demand release of collateral to this extent.



- 7.9 If the customer defaults on cardinal obligations, such as making payment to voestalpine, voestalpine can, irrespective of other rights, repossess the Products Subject to Retention of Title and, after rescinding the agreement, realize them elsewhere for the purpose of satisfying claims against the customer that have come due. In the event of a demand for surrender, the customer shall immediately grant voestalpine or voestalpine's agent access to the Products Subject to Retention of Title and surrender them. If voestalpine demands surrender based on this provision, this alone shall not be deemed a rescission of the agreement.
- 7.10 To the extent that the retention of title cannot take effect at the foreign destination of the Deliverables or Products Subject to Retention of Title, or cannot take effect to the extent envisioned herein, the customer shall duly cooperate in providing the amount of collateral that most closely approximates a retention of title in scope and effect.

## **8. Acceptance**

- 8.1 To the extent that the parties have expressly agreed on an acceptance procedure for Deliverables and for voestalpine Services that constitute the performance of work, acceptance shall generally take place at voestalpine's plant (place of delivery), unless otherwise provided. voestalpine can determine the place of acceptance.
- 8.2 After completion of the Deliverable, including any related Services, voestalpine shall inform the customer in writing or by e-mail that the Deliverable is completed and give appropriate notice that the Deliverable is ready for acceptance. The acceptance procedure shall follow promptly after notice that that the Deliverable is ready for acceptance, and the parties shall agree on an appropriate date for this. Acceptance shall be made in the simultaneous presence of an employee of voestalpine and an employee of the customer. An acceptance report shall be prepared, containing information on the time and place of the acceptance, any defects detected in the Deliverable, including the related Services, and other remarks. The acceptance report shall be signed by both voestalpine and the customer.

Unless otherwise agreed, each party shall bear its own share of the costs arising from the acceptance procedure.

- 8.3 Acceptance cannot be refused due to immaterial defects.
- 8.4 A Deliverable, including related Services, shall also be deemed to have been accepted if voestalpine gives the customer a reasonable period for acceptance after completion of the Deliverable, including Services, and the customer does not refuse acceptance within this period, citing at least one defect.
- 8.5 After acceptance, voestalpine shall be entitled to deliver the Deliverables to the customer or appropriately store the Deliverables at the expense and risk of the customer.
- 8.6 Upon acceptance, the risk for the Deliverables passes to the customer.

## **9. Properties, Customer's Rights regarding Defects, Duty to Inspect**

- 9.1 Upon transfer of risk, the Deliverable, including related Services,
- (i) shall have the agreed-upon properties; this shall be measured exclusively by the specific agreements adopted by the parties in writing regarding the characteristics, features and performance characteristics of the Deliverable, including the related Services ("Agreement on Properties"), or
  - (ii) shall conform to the sample approved by the customer (if approval for production has been agreed upon).

voestalpine provides no general warranty that the Deliverables or Services will be suitable for certain intended uses by the customer, unless voestalpine has expressly warranted in writing that the Deliverables or the Services will be suitable for the specific intended use.

Only the customer is responsible for deciding whether a Deliverable, which conforms to the specific Agreement on Properties, is suitable for a certain purpose and for its intended type of use.

- 9.2 If the Deliverable has been processed in accordance with the Specification of Properties (cf. Subsection 2.3), which has been developed and/or approved by the customer, its properties shall be measured exclusively by the Specification of Properties (and any additional Agreements on Properties adopted by the parties). The customer shall have no warranty claims against voestalpine for defects in the Deliverable that are attributable to the Specification of Properties. In particular, the customer alone is responsible for the accuracy and feasibility of all Specifications of Properties and supplements thereto, which are developed by the customer and approved and handed over to voestalpine.
- 9.3 To the extent that the parties have agreed on approval of the Deliverable for production (cf. Subsection 3) and the Deliverable conforms to the sample approved by the customer, the customer shall have no warranty claims against voestalpine (as long as the other agreed-upon Specifications of Properties have been met).
- 9.4 Information on prices and other informational materials and product descriptions provided to the customer by voestalpine (including factory standards, material data sheets, test certificates, etc.) may not be construed to be guarantees of certain properties of the Deliverable; such guarantees of properties must be expressly agreed upon in writing.
- 9.5 Customary quantity and weight deviations of up to 10% of the order quantity shall be permissible. Also permissible are customary deviations in quality/properties caused by the Deliverable and its manufacture.
- 9.6 The customer shall have no warranty claims against voestalpine in the following cases:
- (i) unsuitability of the Deliverables for their intended purpose if they were manufactured in accordance with the customer's plan, e.g. based on the customer's drawings, specifications or the like,
  - (ii) unsuitable or improper use of the Deliverable,

- (iii) faulty installation or start-up of the Deliverable by the customer or a third party,
- (iv) natural wear and tear on the Deliverable and its wearing parts,
- (v) improper maintenance and/or treatment of the Deliverable in terms of voestalpine's instructions,
- (vi) chemical, electrochemical and/or electrical influences for which voestalpine is not responsible or other influences for which voestalpine is not responsible.

9.7 As a prerequisite to asserting any rights based on defects in the Deliverable, the customer must inspect the Deliverable after handover and promptly inform voestalpine of any defects in writing, providing the delivery slip number, no later than seven calendar days after handover. In all cases, voestalpine must be given prompt written notice of any obvious transport damage and incomplete or obviously incorrect deliveries. Hidden defects must be promptly reported to voestalpine in writing after they are discovered. In addition to the statutory requirements, the notice of defect must be structured in such a way that it is possible to attribute and trace the defect to a specific voestalpine delivery without a doubt. In particular, this requires the customer to designate the delivery slip number and the invoice number as part of its notice of defect.

9.8 With every notice of defect, voestalpine shall have the right to inspect and test the disputed Deliverable. The customer shall grant voestalpine the necessary time and opportunity to do so. voestalpine can also demand that the customer return the disputed Deliverable to voestalpine at voestalpine's expense.

9.9 voestalpine shall eliminate defects, at its own option, by either eliminating the defect at no cost to the customer or delivering a defect-free item as a replacement (jointly "rectification").

9.10 voestalpine shall assume all transport and road costs and costs of work and materials incurred for the purpose of rectification. If the notice of defect turns

out to be unjustified due to wrongful intent or gross negligence and if this was discernible to the customer before it issued the notice of defect, the customer shall compensate voestalpine for all expenses incurred in this regard (such as travel expenses or shipping costs) and for damages.

- 9.11 voestalpine can refuse to rectify the defect if rectification is only possible at a disproportionately great expense. The judgment of whether the expense is disproportionately great shall be made based on the circumstances of the individual case. In particular, disproportion shall be indicated if the chosen type of rectification exceeds the costs of a possible alternative type of rectification by more than 20% (so-called relative disproportion) or if the costs of rectification exceed 150% of the value of the item in a defect-free condition or 200% of the reduced value caused by the defect (so-called absolute disproportion).
- 9.12 If voestalpine is unable to rectify the defect or if rectification is unreasonable for the customer or if voestalpine has refused to rectify the defect in accordance with Subsection 9.11 or Sec. 439 (4) of the German Civil Code (BGB), the customer can, at its option, rescind the contract in accordance with the provisions of law, reduce the purchase price and/or demand compensatory damages in accordance with Section 10 or reimbursement of its expenses.
- 9.13 The limitation period for the customer's rights due to defects shall be 12 months from delivery of the Deliverable to the customer. The statutory limitation periods shall apply to the customer's claims for compensatory damages on grounds other than defects in the Deliverable and to the customer's rights with respect to fraudulently concealed or intentionally caused defects as well as for Deliverables that are usually intended for use in a structure and this has caused their defectiveness.

## 10. Liability and Compensatory Damages

- 10.1 The amount of voestalpine's liability for the slightly negligent breach of essential contractual obligations or "cardinal obligations" shall be limited to foreseeable damages, which are typical for the contract. Essential contractual obligations (or cardinal obligations) are the obligations that provide the customer with the legal position that the contract is intended to grant the customer based on its content and purpose and the fulfillment of which enables the proper implementation of the contract, and on compliance with which the customer regularly relies and may rely.
- 10.2 voestalpine shall not be liable for slightly negligent breach of contractual obligations other than those designated in Subsection 10.1.
- 10.3 In other respects, the customer's statutory claims to compensatory damages shall remain unaffected. In particular, voestalpine shall be fully liable for cases involving wrongful intent and gross negligence.
- 10.4 The aforementioned limitations on liability in Subsections 10.1 and 10.2 shall not apply in cases of strict statutory liability (particularly under the Product Liability Act), culpable bodily injury, loss of life or impairment of health caused by voestalpine, guarantees provided by voestalpine or fraudulently concealed defects.

## 11. Product Liability

If the customer sells the Deliverable, it shall indemnify voestalpine *inter se* against any product liability claims asserted by third parties if the customer is responsible for the defect triggering the liability.

## 12. General Provisions

- 12.1 The customer may not assign its claims against voestalpine to third parties without the written consent of voestalpine.

- 12.2 In general, voestalpine shall be entitled to involve other voestalpine Group companies in the performance of the respective contract. Accordingly, voestalpine shall also be entitled to subcontract the customer's orders/contracts to other voestalpine Group companies.
- 12.3 Amendments and supplements to contractual agreements between voestalpine and the customer and/or these Terms of Delivery and any ancillary agreements must be in written form. This also applies to any modification of this written-form requirement.
- 12.4 If a provision of the agreement and/or these Terms of Delivery is invalid, unlawful or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties agree to replace the invalid, unlawful or unenforceable provision with a valid, lawful and enforceable provision that comes closest to the economic purpose of the invalid, unlawful or unenforceable provision.
- 12.5 The place of performance for all reciprocal claims shall be the registered office of the supplying voestalpine plant.
- 12.6 The competent court where voestalpine has its registered office shall have exclusive jurisdiction over all disputes arising from this contractual relationship. However, voestalpine shall be entitled to sue the customer in any other legal place of jurisdiction.
- 12.7 The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).