


# General Terms and Conditions of Purchase

voestalpine Automotive Components

 <p>ONE STEP AHEAD.</p> <p>BU AC Standard</p>	<h1>General Terms and Conditions of Purchase</h1>	<p>Document File:  GDP_000_general_terms_and_conditions_of_purchase_en  Version: 02  Responsible: Integration Manager  BU AC</p>
--	---	--

Changes

Chapter	Changes	Approval
Version	V1	
	Original version	01.09.2020
Version	V2 – incorporated adjustments D. Holder	17.08.2021

# General Terms and Conditions of Purchase

of

voestalpine Automotive Components Shenyang Co., Ltd.

voestalpine Automotive Components Tianjin Co., Ltd.

## 1) Applicability and Area of Application

- 1.1 The voestalpine Automotive Components companies ("voestalpine AC") listed above, make all its purchases of products, parts, components, systems and other production materials, means of production, intermediate products and raw materials ("Parts") and procures all other services in accordance with the following Terms and Conditions of Purchase ("Terms of Purchase").
- 1.2. The supplier's General Terms and Conditions of Sale and Delivery or other divergent terms and conditions shall not apply, unless expressly accepted by voestalpine in writing. These Terms of Purchase shall also apply in all cases where voestalpine accepts deliveries from the supplier without objecting to terms and conditions of the supplier that differ from these Terms of Purchase (whether or not voestalpine has knowledge of them). voestalpine hereby expressly objects to all references or mentions by the supplier of the applicability of its General Terms and Conditions of Sale and Delivery (e.g. in offers and/ or within the framework of the submission of the offer template) or to other divergent terms and conditions. These Terms of Purchase shall also apply to all future transactions with the supplier.
- 1.3. In addition to these Terms of Purchase, voestalpine's General Quality Assurance Agreement ("QAA"), Warranty agreement and Logistics Agreement shall apply, including their appendices and related documents, in the versions in effect when the individual supply agreement for series parts was concluded or at the time of the respective individual order by voestalpine. These are available at <https://www.voestalpine.com/automotivecomponents/en/Automotive-Components-Download-Centre/Downloadcenter-Shenyang> and <https://www.voestalpine.com/automotivecomponents/en/Automotive-Components-Download-Centre/Downloadcenter-Tianjin>

## 2) Orders

- 2.1 Supplies or requests by voestalpine to submit offers are in no way legally binding for voestalpine.
- 2.2 In general, the supplier must use the assumptions sheet sent by voestalpine to make an offer to voestalpine, i.e. the sheet must be properly filled out, signed and returned to voestalpine.
- 2.3 A binding contract for the delivery of Parts or the provision of Services by the supplier, which includes these Terms of Purchase, shall come into being as follows:
  - (i) for supplied series parts, including tools, etc.,
    - (a) by concluding a project-related, individual supply contract for series parts, signed by both parties, including the offer – after negotiating and modifying said offer, if necessary – the conditions in the offer template and/or
    - (b) by voestalpine's express written acceptance (e.g. in a document referred to as a "Delivery Order," "Order" or "Purchase Order") of the assumptions sheet sent by the supplier as a binding offer respectively the conditions in the offer template; notice of acceptance can also be sent by EDI or email
  - (ii) for other deliverables (such as tools, prototypes), which do not constitute supplied series parts, a contract can be formed on the basis of individual orders (see Subsection 2.4) placed by voestalpine
- 2.4 Under the project-related Individual Supply Contract for Series Parts, the specific obligation to deliver series parts comes into existence with receipt of the call-off order by the supplier, unless the supplier objects to the call-off order within one business day of its receipt. It is not necessary for voestalpine to sign the call-off order.
- 2.5 The individual order – submitted by voestalpine – can have divergent provisions on approval for production and approval of materials, which take precedence over this provision. For certain order quantities, having sufficient input materials available to respond to calls for delivery from the end customer on short notice is required.
- 2.6 The individual supply contracts are made more specific by call-off orders made by automatically generated emails or EDIs or by faxes. Details can be found in Section 3.

- 2.7 An individual order from voestalpine for deliverables other than series parts shall constitute voestalpine's acceptance of a prior binding offer from the supplier to deliver Parts or Services to voestalpine. Here, too, the supplier must use the offer template previously sent by voestalpine to make its offer. Individual orders from voestalpine are only binding if they are made in writing. It is not necessary for voestalpine to sign. The written-form requirement is observed if transmission is by fax or email.
- 2.8 Verbal or telephonic orders (including via Instant Messaging Services, SMS) are not binding and shall not establish a contractual relationship under any circumstances. Oral agreements must be confirmed by voestalpine in writing (including by EDI and email). Likewise, contract amendments (subject to the detailed provisions in Section 8) and ancillary agreements must have the written consent of voestalpine to be valid.
- 2.9 If there are conflicts between the Individual Supply Contract for Series Parts or the individual order and the other contract documents included in the contractual relationship between the supplier and voestalpine (particularly the Terms of Purchase and the QAA), the documents shall apply in the following order:
- (i) with respect to the delivery of series parts:
    - the project-related Individual Supply Contract for Series Parts (together with the call-off order) and/or any addenda to the Individual Supply Contract for Series Parts,
    - the Framework Supply Agreement (if agreed upon)
    - these Terms of Purchase,
    - the QAA
    - the warranty agreement
    - the Logistics Handbook
    - the filled-out offer template,
  - (ii) with respect to the delivery of other deliverables
    - the individual order
    - these Terms of Purchase
    - the QAA

- the warranty agreement
- the Logistics Handbook

### 3) Approval for Production and Approval of Materials and Previews

- 3.1 The supplier shall be entitled to produce and deliver (and voestalpine shall be required to purchase) the Parts/products listed under the heading "Approved for Production" in a call-off order. However, voestalpine shall not be required to issue a subsequent call-off order to purchase or request delivery of Parts/products that are not listed in the respective approval for production and approval of materials sections of a call-off order
- 3.2 The supplier shall be entitled to purchase raw materials and/or semi-finished products based on the information under the heading "Approval of Materials" in a call-off order. If there is no information on the approval of materials in a call-off order, the following shall apply: four (4) weeks from the date of the call-off order.
- 3.3 If voestalpine does not request delivery of the Parts/products manufacturable under the approval of materials, voestalpine shall reimburse the supplier for the proven costs of procuring the raw materials and/or semi-finished products, to the extent that the supplier verifiably cannot make other use of them within a reasonable period of time. voestalpine shall also be entitled to request delivery of these raw materials and/or semi-finished products.
- 3.4 Voestalpine can send the supplier a non-binding forecast of the expected number of Parts to be requested for delivery in the following months at any time. The supplier shall be required to maintain adequate production and delivery capacity to fulfill the expected call-off orders. The supplier must be able to accept and fulfill all call-off orders received on the basis of these forecasts, in each case including a possible +15% additional weekly quantity for delivery.
- 3.5 If, after receiving and properly examining a call-off order, the supplier determines that it will not be able to provide the quantities designated in the approval for production, approval of materials and/or forecast of the expected future call-off orders (including a possible +15% additional weekly quantity for delivery), it shall give notice of this in writing within 24 hours of receipt thereof
- 3.6 The forecasts shall have a rolling character so that each period of a forecast shall be extended by the periods that expire at the same time. This shall apply until voestalpine sends the supplier a new call-off order with a forecast.

## 4) Prices and Payment Terms, Retention of Title

- 4.1 Binding prices and payment terms are established in the Individual Supply Contract for Series Parts or the individual orders. The prices are fixed prices and constitute the total price for the manufacture and delivery of the Parts and the provision of the Services. The statutory value-added tax is not included in the price and is charged separately.
- 4.2 In particular, the price shall also include delivery to the delivery address (cf. Subsection 5.1) as well as packaging, freight, insurance and other such costs, if no special provision on this has been included in the Individual Supply Contract for Series Parts or the individual order. To the extent that the parties agree to Incoterms, DAP shall apply in doubtful cases (in accordance with Incoterms 2020, including packaging).
- 4.3 The invoice amount shall be paid, at the option of voestalpine, within eight (8) days with a 3% discount/within fourteen (14) days with a 2% discount or within thirty (60) days net, unless the parties agree on a different payment period. The payment period shall begin on the day the invoice is received, but not before the Parts have been delivered to voestalpine. If the payment date falls on a weekend or holiday, payment shall be made on the next business day. Fees for international payment transactions shall be borne by the supplier.
- 4.4 Voestalpine shall make payment by bank transfer. Other payment methods and credit entry procedures/settlement procedures must be agreed upon by the parties separately to apply.
- 4.5 To the extent that no credit entry procedure/settlement procedure has been agreed upon with the supplier, voestalpine's invoices can only be processed and checked if they meet the requirements of Sec. 14 of the Value Added Tax Act (UstG) and contain the following components:
- (i) voestalpine's purchasing document number (call-off order, invoice, etc.)
  - (ii) date of the purchasing document
  - (iii) name of the ordering party
  - (iv) voestalpine part or item number
  - (v) quantity invoiced with unit of quantity
  - (vi) supplier's delivery slip number with delivery date.

The supplier shall bear the responsibility for all consequences of failing to meet these obligations, provided the supplier is at fault.

- 4.6 Notwithstanding Sec. 354a of the German Commercial Code (HGB), the supplier shall not be entitled to assign the claims arising from its supplier relationship with voestalpine or to collect on them from third parties without the written consent of voestalpine.

- 4.7 Without the prior, express, written consent of voestalpine, the supplier shall have no right to adjust prices and charge for additional costs of any kind. Late delivery of Parts, late invoicing and the delivery of defective Parts shall entitle voestalpine to appropriately withhold payments.
- 4.8 The Parts shall become the property of voestalpine when the purchase price is paid in full. The supplier may not extend or expand its retention of title to the Parts.
- 4.9 The supplier may only set off claims against voestalpine if the claims are uncontested or legally enforceable.
- 4.10 The supplier can only exercise its right of withholding against voestalpine if the supplier's counterclaim underlying the withholding right is based on the same contract and is uncontested or legally enforceable.
- 4.11 If, during the term of an Individual Supply Contract for Series Parts, voestalpine receives an offer from a third party to manufacture and deliver the contract Parts or similar Parts in comparable quantities and the offer is more favorable, particularly in terms of price, discounts, technology, quality, payment terms, delivery periods or other terms and conditions (following "Terms and Conditions"), voestalpine shall inform the supplier of this. The parties shall then make their best efforts to restore the supplier's competitiveness. If, nevertheless, the supplier is unable to offer voestalpine the same Terms and Conditions or if the parties cannot agree on an adjustment of the supplier's prices within a reasonable period of time, voestalpine shall be entitled to terminate the affected Individual Supply Contract for Series Parts and/or all other agreements regarding the delivery of Parts without a notice period.
- 4.12 If, during the term of an Individual Supply Contract for Series Parts, the supplier delivers the a comparable quantity of the contract Parts or similar Parts to a third party on more favorable Terms and Conditions, particularly in terms of price, discounts, technology, quality, payment terms, delivery periods or other terms and conditions (following "Terms and Conditions"), the supplier shall promptly notify voestalpine of this and automatically grant voestalpine these more favorable Terms and Conditions. The new Terms and Conditions shall apply retroactively to the time the supplier granted these more favorable Terms and Conditions to the third party.

## 5) Delivery and Transfer of Risk

- 5.1 Delivery (including transfer of risk) shall be governed by the customary commercial terms specified in the automotive industry and/or in the Individual Supply Contract for Series Parts or in these Terms of Purchase or in an individual order (particularly Incoterms 2020) at the designated place of receipt or collection point ("delivery address"). To the extent that the parties have not agreed



on any terms of delivery, delivery shall be made DAP to the designated delivery address in doubtful cases (in accordance with Incoterms 2020).

- 5.2 All Parts must be properly packaged, labeled and shipped with the due care customary in the trade and in a manner that ensures the lowest transport costs.
- 5.3 The supplier shall enclose the relevant delivery slips with deliveries. The delivery slips must indicate voestalpine's order number, the Part number and supplier number and the information required by the QAA. In addition, any required certificates (e.g. quality certifications) must be attached. If these conditions are not met for reasons for which the supplier is responsible, the supplier must tolerate the resulting processing delays.
- 5.4 The supplier shall label the Parts, prototypes, tools, packaging materials and packaging as instructed by voestalpine (e.g. in the QAA and otherwise in accordance with applicable law and the standards of the automotive industry). Unless otherwise agreed, labels should be written in German, the national language and the English language and displayed as a barcode and in any other form determined by voestalpine or prescribed by law.
- 5.5 The supplier shall provide a supplier's declaration in accordance with Regulation (EU) No. 952/2013 (Document 32013R0952, Chapter 2) regarding the preferential origin of the Parts. A certified annual supplier's declaration (long-term supplier's declaration) must be submitted no later than the time of delivery. This declaration must be extended before the expiration of the period at the supplier's own initiative. Any change with respect to the origin of the Parts (including subcontracting to sub-suppliers) must be promptly reported to voestalpine and approved by voestalpine in writing in advance. The supplier must provide voestalpine with all the necessary documents under the applicable customs provisions (particularly customs certificates and duty drawback documentation) in full and in proper order. To the extent that additional official documents are necessary for the export or import of the Parts in order to use the Parts in accordance with their specifications, the supplier agrees to provide voestalpine with these documents or to obtain them immediately.
- 5.6 In other respects, the "Logistics Provisions" in the QAA and the Logistics Handbook shall apply.

## 6) Delivery Deadlines and Default in Delivery

- 6.1 Delivery must be made to the delivery address (cf. Subsection 5.1) at the time agreed upon between the parties in writing in the Individual Supply Contract for Series Parts, call-off order or individual order or otherwise ("Delivery Deadline").
- 6.2 If the agreed-upon delivery periods or deadlines are exceeded, voestalpine shall be entitled to rescind the Individual Supply Contract for Series Parts or the individual order, after the expiration

of a specified reasonable grace period, by giving written notice. In other respects, the supplier shall be required to pay default damages in accordance with the provisions of law.

6.3 Voestalpine shall not be obliged to accept early deliveries, over-deliveries or partial deliveries that have not been agreed upon. The supplier shall bear the risk of loss for Parts delivered before the Delivery Deadline. voestalpine shall be entitled to return over-deliveries at the expense of the supplier. The supplier must bear all packaging, processing, sorting and transport costs. voestalpine shall be entitled to store all Parts or over-deliveries delivered before the applicable Delivery Deadline in accordance with Subsection 6.1 at the risk and expense of the supplier until the respective Delivery Deadline.

If voestalpine accepts early deliveries or over-deliveries on this basis, voestalpine shall, nevertheless, not be obliged to make payment earlier than the due date for the scheduled Delivery Deadline.

6.4 If the supplier – for whatever reason – anticipates that it will be unable to meet the Delivery Deadline, it must promptly inform voestalpine of this in writing, providing the reason and the expected duration of the delay. In addition, the supplier must promptly submit an action plan to voestalpine to restore full delivery capability.

6.5 If deliveries are made late for reasons for which the supplier is responsible, voestalpine shall have the right – irrespective of all its other rights – to demand liquidated damages of 0.2% of the value of the Parts delivered late, but at least € 250 per day, for every calendar day of default, up to a maximum of 5% of the total value of the delivery. The liquidated damages incurred shall be credited against any other default damages claimed.

## 7) Force Majeure, Emergency Strategy

7.1 Disruptions of the supply relationship due to unforeseeable and unavoidable events that are outside the control of a party and for which the affected party is not responsible, such as force majeure, labor disputes (strikes and lock-outs), war, unrest, terrorist attacks, cyberattacks or natural catastrophes, shall release the parties from their duty to perform for the duration of the disruption and a reasonable time thereafter, to the extent of their effect.

7.2 The aforementioned events (cf. Subsection 7.1), the impending insolvency of the supplier's own suppliers, and actual or threatened disruptions of the supply chain must be promptly reported (within ten (10) hours after their onset at the latest) to voestalpine's Purchasing Department and Logistics Department by telephone and email, and the occurrence of any resulting disruption must be verified at the request of voestalpine. In the process, the supplier must state how long it estimates the disruption will continue. voestalpine shall keep this information confidential but shall

be entitled to forward the estimate to its own customers who may be affected by the disruption, with appropriate reference to the confidentiality of this information. Subsection 9.6 shall apply mutatis mutandis to verifying the occurrence of an event.

- 7.3 If the end of any such disruption is not foreseeable or if the disruption continues for more than two months, either party shall have the right to rescind the affected individual supply contract (or the parts of it that have not yet been performed) or to terminate the contract without a notice period.
- 7.4 In view of the special requirements of motor vehicle manufacturers, measures must be taken to ensure that voestalpine continues to be supplied with Parts during disruptions in the supplier's sphere. Therefore, the supplier agrees to implement an emergency strategy, to the extent appropriate, with respect to foreseeable disruptions of operations resulting in supply limitations (related to delivery periods and quantities), especially in the areas of procurement, manufacturing, production and/or transport, or, if no such emergency strategy has yet been established, to develop and introduce such a strategy as quickly as possible, so that adverse effects on supply are avoided or at least limited to a large extent. voestalpine shall be allowed to inspect this emergency strategy at any time, upon request. The supplier shall promptly inform voestalpine of any disruptions or other events that could result in a restriction of deliveries.

## 8) Change Management

- 8.1 The parties shall jointly agree on any changes to the supplier's delivery commitment (whether under an Individual Supply Contract for Series Parts or an individual order), including changes in quantities, shipping method, packaging, time of delivery or delivery address or changes to the drawings or specifications and shall include them in a written Addendum to the Individual Supply Contract for Series Parts or individual order, which shall include and take into account all resulting changes in the cost or expenditure of time that may be needed to perform the contract.

The following provisions of this Section 8 shall also apply to technical changes, particularly changes to voestalpine's drawings or specifications.

- 8.2 Voestalpine can request technical changes to the Parts at any time – including during series production – and the supplier agrees to implement such changes within reasonable bounds in accordance with the following provisions. Promptly after receiving voestalpine's change request, the supplier shall make an offer indicating the resulting costs with specific and detailed proof (both possible increases and decreases in costs) as well as information regarding postponements and the effects of the changes on weight, function and quality. The supplier shall verifiably keep the costs caused by the changes requested by voestalpine as low as possible.

- 8.3 The supplier shall implement the requested changes as soon as the parties agree on all increases or decreases in costs, postponements and the effects of the changes on weight, function and quality based on the records approved by voestalpine, have supplemented or modified the individual supply contract with an Addendum to this effect and the supplier has received new call-off orders based on this and the revisions reflected therein. At the express request of voestalpine, the supplier shall implement the requested changes, even without an appropriate agreement, based on the records approved by voestalpine in writing. In this case, following the technical and commercial plausibility check to be submitted by the supplier and approved by voestalpine, the parties shall agree on changes to the costs.
- 8.4 If, in the opinion of the supplier, technical changes or deviations make sense – e.g. based on more efficient production methods or to improve and enhance the safety of the Parts or to adapt to technical progress – the supplier shall suggest them to voestalpine. Information regarding the effects on prices, the Delivery Deadlines, etc., shall be provided at the same time. voestalpine shall promptly examine these proposed changes and may not arbitrarily reject them.
- 8.5 The supplier shall not implement any technical changes until it has received the written consent of voestalpine and new call-off orders. The initial sample testing procedure must be repeated for all Parts that are subject to technical changes after the original product approval at the supplier's expense and risk.
- 8.6 The supplier must check voestalpine's technical documents, drawings and plans for completeness and freedom from errors before the start of machining, processing or manufacturing. If, in the opinion of the supplier, they are incomplete or have errors or defects, the supplier shall promptly inform voestalpine of this in writing (in all cases before the start of machining, processing or manufacturing). All missing technical documents, drawings or plans must be promptly requested in writing. voestalpine's technical documents, drawings and plans may not be passed on to third parties and must be returned to voestalpine as soon as requested, but at completion of the order at the latest.

## 9) Quality Management, Documentation

- 9.1 In developing and manufacturing the Parts, the supplier must utilize state-of-the art science and technology and meet all quality standards and legal requirements applicable to the Parts. In particular, the supplier shall comply with the provisions of the QAA.

To the extent that the supplier has received drawings, samples, data, or other requirements or documents from voestalpine, it shall comply with them with regard to the execution and characteristic features of the Parts. Changes to the Parts, to a production process that has already

been approved or its relocation to a different site shall require the prior, written consent of voestalpine.

- 9.2 In particular, the supplier shall maintain a quality management system in accordance with IATF 16949:2016 (Requirements for quality management systems for series and spare part production in the automotive industry) in the present and in the future. Alternatively, at the request of the supplier, the parties can agree on a quality management system that conforms to automotive industry standards under VDA 6.1 or ISO 9001:2015.

If the supplier does not meet the quality standards of such a quality management system, and if the supplier does not correct these deficiencies within three (3) months after a request from voestalpine, voestalpine shall be entitled, irrespective of any other rights, to promptly terminate the Individual Supply Contract for Series Parts with no further obligation to the supplier.

- 9.3 To the extent that Parts to be delivered by the supplier are intended for use in countries other than the Federal Republic of Germany, the Parts must conform to the legal provisions of the countries in which they are used, provided that the supplier is aware of the place of final use. If the supplier has reason to assume it is a different country than that on the delivery address, the supplier shall ask voestalpine about this.
- 9.4 The relevant provisions of the VDA conditions or IATF 16949:2016 and ISO 9001:2015 in the versions in effect when the contract was concluded shall apply to initial samples and serial deliveries. In other respects, the provisions of the QAA and the Framework Supply Agreement (if agreed upon) and the Individual Supply Contract for Series Parts (if agreed upon) shall apply
- 9.5 The supplier agrees to analyze and check the specifications and drawings for the Parts before entering into an Individual Supply Contract for Series Parts and promptly notify voestalpine of any errors, discrepancies, etc. Upon request, the supplier shall participate in all quality and development programs of voestalpine or the customers of voestalpine.
- 9.6 Voestalpine can, with reasonable prior notice, make reasonable inspections of the facilities at which the supplier is manufacturing Parts during normal business hours at intervals that voestalpine considers necessary. voestalpine shall also be entitled to have third parties, who have been sworn to maintain confidentiality (e.g. external service providers), make the inspection. The supplier shall ensure that voestalpine has the same right to inspect its sub-suppliers.
- 9.7 An inspection or examination in accordance with Subsection 9.6 shall not be deemed to be an acceptance of the Parts or components of the Parts, nor shall it release the supplier from fulfilling any express or implied condition in the Individual Supply Contract for Series Parts.

In the case of development work or a series launch, voestalpine's approval shall not release the supplier from its responsibility for the product.

- 9.8 If the supplier intends to relocate its production facilities or production site (inside or outside of its production plant), it shall give voestalpine advance written notice of this, describe the specific measures it is planning and obtain the written consent of voestalpine, which may not be unreasonably withheld. The supplier must establish a period of at least six (6) months prior to the start of the dismantlement or relocation of production equipment and pre-produce the necessary quantities of Parts so that its delivery commitments can be met at all times. The supplier must notify voestalpine of its relocation scenario at the time of the relocation notice and provide a timetable. In other respects, the supplier shall continuously consult with voestalpine regarding all effects on the production and delivery of the Parts and, in particular, shall organize the submission of initial samples of the Parts after completion of any such relocation. The supplier alone shall bear the costs and risks associated with any such relocation scenario.

The supplier shall place corresponding requirements on its sub-suppliers.

- 9.9 All quality-relevant documents, particularly release/approval declarations, shall be retained for a period of at least twenty (20) years after the end of production of the relevant series.
- 9.10 In addition, the supplier shall document the following in separate records with respect to Parts specifically identified in the technical documents:
- i. the deadlines,
  - ii. the manner of checking and
  - iii. the names of the persons who made the checks for the purpose of confirming conformity with the requirements contained in the documentation, and
  - iv. ) the results of the necessary quality checks.

The relevant documents relating to these checks shall be retained for twenty (20) years after the end of production of the relevant series and handed over to voestalpine upon request. The supplier shall ensure that its upstream suppliers have corresponding obligations and shall prove this to voestalpine at any time upon request.

## 10) Inspection of Incoming Goods

Upon receipt, voestalpine shall inspect the Parts delivered by the supplier for deviations in identity and quantity and for externally apparent damage, to the extent that and as soon as this is feasible in the ordinary course of business. voestalpine shall promptly report defects found during the inspection to the supplier. In other respects, the supplier waives any further inspection

of incoming goods by voestalpine. Voestalpine shall notify the supplier of other defects, which are not detected by voestalpine until the delivered Parts are processed or put to their intended use, promptly after their discovery. To this extent, the supplier waives the defense of untimely notice of defects.

## 11) Liability for Defects

11.1 The supplier warrants that all the Parts that it delivers

(i) shall conform to the specifications, samples, drawings, data and other requirements placed on them by voestalpine,

shall be free of defects (particularly in design, manufacture and materials), and

(ii) shall be suitable for the purposes for which they are purchased, to the extent that these purposes are known. If, before the start of manufacturing (machining/processing, installation or assembly), voestalpine discovers Parts that do not meet the requirements of Subsection 11.1 ("Defective Parts"), the following shall apply:

(i) The supplier must, at the option of voestalpine, immediately deliver defect-free new Parts (replacement parts) or eliminate/repair the defects in the Defective Parts (jointly referred to as "rectification"). The supplier shall perform any necessary sorting work or other repairs either at the voestalpine plant premises or at the actual production site in coordination with voestalpine.

(ii) The supplier shall bear all costs incurred by itself or voestalpine due to the delivery of Defective Parts (particularly the costs of sorting, transport, examining the causes of the defects (including research and development costs), etc.). Under Sec. 439 (3) of the German Civil Code (BGB), these costs shall include the expense of removing the defective Parts and installing the newly delivered defect-free Parts.

If a defect is discovered after the start of production, the provisions in Subsection 11.2 shall apply first, then the following shall apply:

If a defect is discovered before voestalpine's products are delivered to its customers, the supplier shall additionally bear the costs of all repairs (costs of labor, materials and additional tools needed).

If a defect is first discovered after voestalpine's products have already been delivered to its customers or even to the latter's end customers (e.g. consumers), the supplier shall additionally bear the share of the costs incurred for any return and/or field measures that correspond to the supplier's contributory causation or contributory negligence. voestalpine shall inform the supplier

as soon as such defects are discovered and instruct the supplier of the further actions and measures to be taken.

If rectification is unsuccessful, is unreasonable for voestalpine or is not promptly commenced by the supplier, voestalpine shall be entitled to rescind the affected Individual Supply Contract for Series Parts or individual order without a notice period and return the Parts at the supplier's risk and expense.

Voestalpine can eliminate the defect itself at the expense of the supplier or have third parties do so in these and other urgent cases, particularly in order to defend against acute risks or avoid greater losses, and if it is no longer possible to notify the supplier of the defect and provide it with even a short period of time to remedy the defect.

In other respects, the provisions of law shall apply as a supplement, particularly with respect to voestalpine's rights to a reduction in the price, compensatory damages and reimbursement of expenditures.

For Parts that constitute "Production Materials," the warranty period shall be

- (i) thirty-six (36) months from first registration of the individual vehicle in which the Parts were installed, up to a maximum of forty-eight (48) months after delivery to voestalpine for all markets (except for the North American market), and
- (ii) fifty-four (54) months from first registration of the individual vehicle in which the Parts were installed, up to a maximum of sixty (60) months after delivery to voestalpine for the North American market (USA, Canada, Puerto Rico, Mexico).
- (iii) The warranty period for all other items (e.g. spare parts or tools) shall be thirty-six (36) months after delivery to voestalpine.

If voestalpine in its capacity as an automotive supplier promises a longer period of liability for defects to its customers (OEMs), the supplier shall, to the extent it supplies Production Materials, be obliged to honor these longer limitation periods in the future after receiving prior written notice. The supplier shall be entitled to receive a copy of the relevant voestalpine customer's (OEM's) defect warranty provisions before concluding the agreement and at any other time, upon request.

The statutory limitation periods shall apply to work or services, but not to development work, with respect to which the provisions of the Joint Development Agreement shall take priority. To the extent that no development agreement has been concluded, the limitation period for defects in development work shall be five years.



## 12) Recall and Field Activities

To the extent that a recall action, an owner notification program or some other field action is necessary to comply with a law, regulation, order or other governmental requirement or as a safety measure to avoid personal injury or death, or a field or service action is undertaken based on a decision by voestalpine's customers, voestalpine shall notify the supplier – to the extent possible and reasonable – regarding the nature and scope of the recall action, the owner notification program or field action to be carried out, and provide the supplier with an opportunity to comment. All other contractual and/or statutory claims of voestalpine against the supplier (particularly for recourse) shall remain unaffected by this Section 12.

## 13) Liability, Product Liability, EC Declaration of Conformity, CE Label

13.1 To the extent that the supplier has caused a product defect and/or is responsible for it (depending on the underlying basis for the claim), the supplier shall pay damages and indemnify voestalpine against all claims asserted by third parties, provided that the cause of the claim was within the control and organization of the supplier and the supplier itself would be liable to the third parties. If there is contributory causation or contributory negligence on the part of voestalpine, the supplier can assert this contributory causation or contributory negligence against voestalpine. As between voestalpine and the supplier, the share of damage payments of each shall depend on its pro rata share of the contributory negligence (Sec. 254 of the German Civil Code– (BGB)) and/or contributory causation.

The supplier's obligations shall also include the costs incurred by voestalpine for the utilization of legal assistance or otherwise in connection with defending against product liability claims. If voestalpine is subject to special rules governing the burden of proof in relation to the injured party, the special rules governing the burden of proof shall also apply in the relationship between voestalpine and the supplier, insofar as the circumstances to be proven are not attributable to voestalpine's sphere of responsibility.

13.2 If the services of the supplier or its subcontractors include work on the business premises of voestalpine or a customer of voestalpine, the supplier shall take all necessary precautions to avoid personal injury and property damage in the course of this work. The supplier shall compensate voestalpine and hold voestalpine harmless with respect to all damage caused by the supplier's work on the business premises, unless the supplier is not at fault. The supplier shall place a corresponding obligation on its subcontractors.

In addition, the supplier shall obey voestalpine's house rules/applicable safety provisions – if any.

- 13.3 The supplier shall be liable for its representatives or subcontractors to the same extent as for its own conduct. The same shall apply to the supplier's sub-suppliers.
- 13.4 The supplier shall prepare the full technical documentation required by the EU(EC) Directives applicable to the deliveries or services and the German provisions implementing these Directives, such as risk analyses, risk assessments, operating instructions, validation documentation, manufacturer/assembly/declarations of conformity, etc. and hand these documents over to voestalpine in the German language in due time before the first delivery of Parts or the first provision of Services.
- 13.5 The supplier shall, if required, provide voestalpine with all the necessary data for future CE certifications and for all safety equipment and for all measures that must still be fulfilled for this propose. This information shall be in writing, accurate, and in the German language and shall accompany the delivery or service.

## 14) Acquisition of Production Equipment / Means of Production

The following provisions shall apply only to the acquisition of tools, gauges, fixtures, machines and equipment and other capital goods and related documentation and the relevant design data (hereinafter collectively referred to as "Production Equipment" or "Means of Production"). The provisions in this Section 14 shall also apply to software (particularly operating software, source code and software manuals).

If voestalpine and the supplier have agreed to separate Conditions of Purchase for capital goods, a Capital Goods Agreement or a Tool Purchase Agreement, the latter shall take precedence over the provisions of these Terms of Purchase and Section 14 in particular.

- 14.1 The Production Equipment shall pass into the ownership of voestalpine upon full payment of the purchase price at the latest. No extended or expanded retention of title to the Production Equipment by the supplier shall be permitted.

To the extent that voestalpine has agreed with the supplier to make advance payments, the supplier shall transfer ownership of the respective Production Equipment or Production Equipment Components (i.e. the successively manufactured Parts of this Production Equipment) to voestalpine when it makes the first payment, under the condition precedent of full payment for the respective Production Equipment or Production Equipment Component (the Production Equipment and the Production Equipment Components shall hereinafter be collectively referred to as the "Production Equipment"). voestalpine shall acquire ownership of the respective

Production Equipment with every stage of processing. Handover shall be replaced by the supplier lending or holding the Production Equipment for manufacturing purposes. In other respects, Subsection 14.8 shall apply.

To the extent that it is not possible to transfer ownership of the Production Equipment to voestalpine, for whatever reason (except for failure to pay the price or the full price for the respective Production Equipment), the supplier shall take all necessary and possible steps to place voestalpine in the same position as if voestalpine had acquired ownership of the Production Equipment. In particular, this shall include voestalpine's ability to use and exploit the Production Equipment.

If voestalpine should lose ownership of Production Equipment against its will or without its consent (e.g. through combination with another item), the supplier hereby consents to retransfer ownership of the Production Equipment to voestalpine. Otherwise, the supplier shall make its best efforts to ensure that voestalpine recovers ownership of the Production Equipment.

- 14.2 Deadlines with respect to the Production Equipment, such as PPAP, SOP, etc., shall be binding. In this regard, the supplier shall compensate voestalpine for all losses incurred because the supplier failed to meet agreed-upon deadlines through its own fault.
- 14.3 To the extent that the agreed-upon wages for work/purchase price for the respective Production Equipment exceed EUR 100,000 and to the extent that voestalpine has agreed with the supplier to make advance payments, the supplier shall provide security for these advance payments in the form of a directly enforceable bank guarantee in the amount of the respective advance payment from a major European bank that is acceptable to voestalpine. voestalpine shall not be obliged to make advance payments before the guarantee has been provided. The costs of providing the guarantee shall be borne by the supplier. After successful sampling (Note 1) of the series parts manufactured with the respective Production Equipment, voestalpine shall return the guarantee to the supplier.
- 14.4 The supplier shall do everything in its power to defend against encroachments against voestalpine's property by third parties (e.g. enforcement measures, removal of Production Equipment or other impairments of voestalpine's ownership). If third parties encroach on voestalpine's ownership of the Production Equipment, the supplier shall promptly inform voestalpine of this by email. In particular, the supplier is not permitted under any circumstances to transfer or hand over voestalpine's Production Equipment to third parties or to enter a lease relationship with respect to it or to grant any rights in the Production Equipment. The supplier

shall compensate voestalpine for all damages and costs incurred due to a culpable breach of these obligations and any interventions with third parties necessitated thereby.

- 14.5 Voestalpine can demand the surrender of the respective Production Equipment, all accessories and all related documents (including the design drawings) at any time. To clarify: This shall apply to software *mutatis mutandis*. This right shall not apply if the supplier needs the Production Equipment to manufacture and deliver the Parts under a valid (particularly an unterminated) contractual delivery commitment toward voestalpine (whether based on an Individual Supply Contract for Series Parts or an individual order).
- 14.6 Except in the case of failure to pay or fully pay the wages for work/purchase price, the supplier shall have no right of withholding within the meaning of Sec. 273 and Sec. 320 of the German Civil Code (BGB) with respect to the Production Equipment. To clarify again: This shall also apply to software *mutatis mutandis*. The supplier's right to possess the Production Equipment within the meaning of Sec. 986 German Civil Code (BGB) is based exclusively on a loan or on custody for manufacturing purposes.
- 14.7 Before taking action, the supplier shall inform voestalpine of the exact manufacturing location (production hall with appropriate site sketch) and the planned subcontracting of the Production Equipment. Any relocation of the Production Equipment or parts thereof to another location shall require the prior, express written consent of voestalpine. In addition, the supplier shall send voestalpine informative photos of the Production Equipment on the respective production line at regular intervals (at least every two (2) weeks), particularly photos of all relevant components of the Production Equipment and pictorial views.
- 14.8 The supplier shall possess the Production Equipment as a borrower and store it at its own expense and risk, separate and apart from the property of other persons, and shall clearly label the equipment with non-removable metal labels approved by voestalpine in advance in clearly visible places as the property of voestalpine or – at the request of voestalpine – as the property of the OEM to which voestalpine will deliver the Parts. voestalpine shall inform the supplier of the name of the OEM in due time. These labels must include the parts number, tool number, project name and owner (voestalpine or the OEM). The supplier shall bear the risk for the Production Equipment as long as it is in the custody or under the control of the supplier. The supplier shall perform any necessary maintenance and repair at the usual intervals at its own expense until the obligation with respect to spare parts expires (fifteen (15) years after EOP). The same shall apply to the procurement of spare parts. The supplier must promptly report any damage or malfunctions to voestalpine.

## 15) Supplies Provided by the Customer

- 15.1 To the extent that voestalpine provides the supplier with products, raw materials or other materials for the manufacture of Parts, voestalpine retains title to these goods ("Property Subject to Retention of Title"). Any machining/processing, conversion, installation or modification of the Property Subject to Retention of Title by the supplier shall be done on behalf of voestalpine. To the extent that the Property Subject to Retention of Title is processed together with other items that are not owned by voestalpine, voestalpine shall acquire co-ownership of the new product in the ratio of the value of the Property Subject to Retention of Title (purchase price plus value-added tax) to the other processed items at the time of processing.
- 15.2 To the extent that the Property Subject to Retention of Title supplied by voestalpine is inseparably combined or mixed with other items that are not owned by voestalpine, voestalpine shall acquire co-ownership of the new product in the ratio of the value of the Property Subject to Retention of Title (purchase price plus value-added tax) to the other combined or mixed items at the time of combination or mixing. If the combining or mixing is done in such a way that the supplier's items are considered to be the main item, it is agreed that the supplier shall transfer pro rata co-ownership to voestalpine. The supplier shall store and safeguard the sole property of voestalpine or the joint property of voestalpine in its own name.
- 15.3 Voestalpine shall be entitled to demand an inventory of the Property Subject to Retention of Title in the supplier's possession from the supplier several times per year after reasonable prior notice. The supplier shall compensate voestalpine for any differences discovered or voestalpine shall replace the property at the expense of the supplier.

## 16) Spare Party Supply

- 16.1 The supplier agrees to ensure that spare parts will be supplied for the anticipated useful life of the products for which the parts are to be used. The minimum period shall be fifteen (15) years after the end of series production of the parts. The supplier shall also ensure the availability of tools to this extent.
- 16.2 While series parts are being supplied, the price of the spare parts shall correspond to the price established in the current or most recent Addendum to the Individual Supply Contract for Series Parts or call-off order for the supplied series parts. From the fourth (4th) year after the end of the provision of series parts (EOP), the individual prices shall be agreed upon by the parties separately based on the prices in effect at the end of series production with due consideration of any additional documented costs incurred by the supplier to manufacture the spare parts.

- 16.3 In due time before the expiration of the fifteen- (15-) year minimum period for the supply of spare parts, the supplier shall grant voestalpine the opportunity to place a final order for its requirements for all time.
- 16.4 For deliverables not utilized in a product for a vehicle (particularly for Production Equipment and tools), the supplier shall ensure a ready supply of spare parts at market prices for at least fifteen (15) years after EOP.
- 16.5 Tools for supplied series parts or for spare parts may not be scrapped, sold or otherwise disposed of, even after the expiration of the fifteen- (15-) year minimum period for the supply of spare parts, unless voestalpine has given its express written consent for this (either before or afterwards). The supplier shall contact voestalpine in this regard at least twelve (12) months before any such intended action.

## 17) Industrial Property Rights

- 17.1 The supplier warrants that voestalpine or the customers of voestalpine will not infringe any intellectual property rights of third parties by purchasing, possessing, offering, using, processing or reselling the Parts, especially rights relating to trademarks, companies, and names, patents, utility models, industrial design, trade dress rights, design rights or copyrights of third parties (including appropriate applications for industrial property rights) ("Industrial Property Rights") in the supplier's country of origin and in the Federal Republic of Germany, the European Union and the United Kingdom (after Brexit), the EEA countries, and Switzerland. If the supplier culpably breaches this obligation, it shall indemnify voestalpine and its customers against all claims of third parties based on such actual or alleged infringements of Industrial Property Rights and shall bear all costs and expenses incurred by voestalpine in this regard, particularly the costs of legal prosecution and defense, on one hand, and the costs that may result from compliance with an obligation to refrain from a certain action, on the other hand.
- 17.2 Subsection 17.1 shall not apply if the Parts are manufactured in accordance with drawings, models or other detailed information from voestalpine and the supplier was not aware and had no reason to be aware Industrial Property Rights of third parties would be infringed thereby.
- 17.3 The parties shall be obliged to promptly inform each other of known risks of infringement and alleged instances of infringement and act together to counteract such infringement claims within reasonable bounds.
- 17.4 The limitation period for claims under this Section 17 shall be three (3) years from the conclusion of the relevant contract.

## 18) Engineering to Order

To the extent that the supplier performs development work for Parts (production materials) or Production Equipment (particularly tools) for voestalpine, the costs of which voestalpine reimburses separately and/or via the prices paid for the Parts ("Engineering to Order"), the following shall apply:

- 18.1 The supplier shall reach a development result that is free of the Industrial Property Rights of third parties. Section 17 shall apply mutatis mutandis.
- 18.2 voestalpine shall receive ownership rights to all development results (including all inventions, know-how, test reports and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, etc.) generated by the supplier within the framework of this collaboration ("Work Product"), when they are generated.
- 18.3 To the extent that the Work Product is patentable, voestalpine shall be entitled, at its own discretion, to apply for Industrial Property Rights in Germany and abroad in its own name, and to pursue the application or drop it at any time.
- 18.4 The supplier shall fully claim patentable inventions made by its employees during the implementation of this contract by making a declaration to the inventor. The right to the invention shall be promptly transferred to voestalpine.
- 18.5 To the extent that the Work Product is protected by the supplier's copyright, the supplier shall grant voestalpine and its affiliated companies the exclusive, uncompensated, irrevocable, transferable, temporally, geographically and substantively unlimited right to use and exploit this Work Product in any manner, free of charge. To the extent that the Work Product is in the form of software, the rights of use and exploitation shall be limited to the object code. voestalpine can demand handover at any time, even during the implementation of the development project.
- 18.6 The supplier (and its affiliated companies) is and shall remain the owner of inventions made before the start of the collaboration and the Industrial Property Rights applied for and granted based on these inventions, and any copyrights, registered industrial design rights and know-how existing before the start of the collaboration ("Old Industrial Property Rights").
- 18.7 To the extent that Old Industrial Property Rights are necessary for the exploitation or further development of the development results, voestalpine shall receive a temporally and geographically unlimited, uncompensated, non-exclusive, sub-licensable, transferable and irrevocable right of use.

18.8 To the extent that the supplier utilizes sub-suppliers for the services it is obliged to provide, it shall ensure through suitable contractual agreements that voestalpine receives rights of ownership and use corresponding to the provisions of this Section 18.

## 19) Compliance with Law, Safety, Environmental Protection, Hazardous Substances

19.1 The supplier shall comply with all relevant federal, state or municipal laws, provisions, regulations or orders and industry standards with respect to the Parts and Services and in implementing an Individual Supply Contract for Series Parts. In particular, in fulfilling its contractual obligations, the supplier shall comply with all statutory and regulatory provisions regarding environmental protection and product safety as well as work regulations. It shall, in particular, maintain an environmental management system in accordance with ISO 14001:2004 or EMAS (Eco-Management and Audit Scheme) (or establish such a system within six (6) months of concluding an Individual Supply Contract for Series Parts). This shall apply to all countries in which the supplier does business, as well as to countries to which products are delivered (i.e. to the voestalpine plants) and the countries to which the end products are delivered.

19.2 The supplier shall comply with the statutory provisions of the countries in which it does business, the countries to which products are delivered (i.e. to the voestalpine plants), and the countries to which voestalpine's end products are delivered with respect to Parts and materials, as well as processes, which must receive special treatment, *inter alia*, with respect to transport, packaging, labeling, storage, handling, manufacture and disposal due to laws, regulations or other provisions or based on their composition and effect on the environment.

19.3 The supplier shall be responsible, in particular, for ensuring compliance with the hazardous goods regulations. In particular, the supplier shall ensure that only specially trained personnel shall be used to handle hazardous goods and substances and that only aids, containers and equipment that have been approved for the transport of these hazardous goods and substances on public streets are used. The supplier shall provide an overview of all hazardous goods and substances it uses in carrying out the individual supply contracts and keep the relevant safety data sheets available.

19.4 The supplier shall ensure that the requirements of the EU Chemicals Regulation (REACH) (Regulation (EC) No. 1907/2006, Official Journal of the EU dated December 30, 2006) – hereinafter referred to as "REACH" – are met, particularly that the pre-registration and registration are each made on time. voestalpine shall not be obliged to carry out the (pre-) registration. The supplier is aware that the Parts cannot be used if the requirements of REACH



have not been fully and properly fulfilled. Details on the provisions to be followed by the supplier for REACH are available online: <https://www.voestalpine.com/group/en/group/environment/reach/>.

- 19.5 Furthermore, the supplier shall comply with Directive 2011/65/EU (Restriction of Hazardous Substances) (RoHS 2) and the provisions regarding conflict minerals (i.e. raw materials and natural resources grown in conflict and high-risk areas). These provisions are available online at <https://www.voestalpine.com/group/en/group/environment/rohs/> and <https://www.voestalpine.com/group/en/group/environment/conflictminerals/>.
- 19.6 Voestalpine also takes the criteria of energy efficiency and greenhouse gas (GHG) efficiency into account in the procurement process for energy-related Parts. At voestalpine's request, the supplier shall submit additional data, such as information on consumption, the lifecycle of the Parts (LCA) and relevant classifications by efficiency classes.
- 19.7 The supplier shall fully indemnify voestalpine against all consequences that result because the supplier culpably failed to comply with or fulfill the above provisions of this Section 19 or failed to do so in full or in a timely manner, particularly losses suffered by voestalpine and claims asserted against voestalpine by third parties.
- 19.8 The supplier shall take appropriate measures to ensure that the supplier's obligations set forth in this Section 19 are also met at the level of the supplier's agents and sub-suppliers.

## 20) Compliance, Code of Conduct, Violations of Antitrust Law

- 20.1 The principles and guidelines for sustainable, ethical/moral and legally sound conduct in business defined in the "Code of Conduct of voestalpine AG" and the "Code of Conduct for voestalpine Business Partners" ("Code of Conduct"), which is based thereon – available online at <https://www.voestalpine.com/group/en/group/compliance/> – shall expressly apply between the parties in the version in effect at the time the contract was concluded.
- 20.2 Voestalpine reserves the right to make a reasonable check of the supplier's compliance with the Code of Conduct and during regular business hours, after appropriate prior notice, including on the supplier's premises. In so doing, voestalpine shall respect the legitimate interests of the supplier.
- 20.3 If the supplier has culpably entered into an agreement with a third party with respect to Parts or other deliverables covered by the agreement or has engaged in some other pattern of behavior that constitutes an unlawful restriction of competition within the meaning of applicable provisions of antitrust law (in each case based on a legally enforceable administrative or judicial decision), the supplier shall pay eight (8)% of the net invoiced amount for the deliverables that

were affected by this violation of antitrust law to voestalpine as compensatory damages, unless the supplier can prove that voestalpine suffered no damages or lesser damages. This obligation shall apply even if the affected Individual Supply Contract for Series Parts has been terminated or fulfilled. This shall not affect any additional contractual or statutory claims voestalpine may have. In particular, voestalpine can claim greater damages with adequate proof.

20.4 The supplier shall take appropriate measures to ensure that its agents/key sub-suppliers comply with these principles and guidelines.

## 21) Suspension / Cancellation / Rescission of Orders / Contracts

To the extent that the parties have agreed upon an Individual Supply Contract for Series Parts, an individual order, some other Framework Agreement or other contract, which requires the supplier to deliver Parts or provide Services, the following provisions shall apply with respect to its duration and termination:

21.1 The contract shall be limited to the life of the Part to be delivered by the supplier.

Voestalpine shall have the right to terminate such contracts by giving six months' written notice.

21.2 Either party shall have the right to terminate a contract for good cause at any time without a notice period. "Good cause" shall include but not be limited to the following cases:

- (i) for voestalpine: if, for whatever reason, voestalpine's customer terminates a contract for delivery of the products for which voestalpine needs Parts from the supplier;
- (ii) cessation of payment or repeated payment default by the supplier with respect to its own suppliers or employees;
- (iii) the opening of insolvency proceedings against the assets of a party or the refusal to do so based on a lack of assets or the liquidation of one of the parties;
- (iv) material deterioration of the financial position of one of the parties (which jeopardizes its ability to pay its liabilities to the other party);
- (v) breach of cardinal contractual obligations; in the case of a breach that can be cured, however not before the innocent party has asked the other party in writing to cure the breach, warned that party of its impending termination of the contract for good cause and given that party a reasonable grace period of at least four weeks, which has expired without the desired result;
- (vi) due to a change in shareholders or stockholders, one party has come under the control of a competitor of the other party.

21.3 If the supplier has breached its obligation to refrain from taking or omitting any action that could result in criminal liability for fraud or breach of trust, for criminal offenses during insolvency, criminal offenses against free competition, for granting improper advantages or bribery on the part of persons employed by the supplier or other third parties, voestalpine shall have the right to suspend or terminate all existing legal transactions with the supplier and/or to break off all negotiations without a notice period.

21.4 In the event that an Individual Supply Contract for Series Parts is cancelled or otherwise terminated, the supplier shall return all articles provided to it by voestalpine, including all drawings and other documents, equipment, tools and information.

## 22) Non-Disclosure, Advertising

22.1 The parties agree to maintain confidentiality with respect to all confidential information they directly or indirectly receive from the respective other party. Orders, assumptions and all related business and technical details shall also be treated as confidential information. In particular, all illustrations, drawings, data, calculations, quality guidelines, samples and similar items shall be kept secret. Confidential information may only be duplicated and passed on to meet operational requirements. Confidential information may only be disclosed to third parties with prior, written consent.

22.2 The aforementioned obligations relating to confidential information shall not apply if the party receiving the information can prove the following:

- (i) the information was already generally available at the time of the disclosure or became generally available thereafter through no fault of its own;
- (ii) the information was already in its possession at the time of disclosure;
- (iii) the information was made available by a third party with no obligation to refrain from disclosing or utilizing the information, provided that this third party did not directly or indirectly receive the information from the respective other party; or
- (iv) the information must be disclosed to authorities by law.

22.3 The supplier agrees to require sub-suppliers to maintain confidentiality to the same extent. The supplier may only use the secret information disclosed to it by voestalpine for its intended purpose.

22.4 The duty of non-disclosure shall continue for a period of (five) 5 years after the end of the supply relationship. The supplier agrees to surrender all the confidential information it has received to voestalpine after the end of the supply relationship to the extent that the information is in physical

form or is stored on electronic storage media. At the request of voestalpine, the supplier shall confirm in writing that it has fulfilled its obligations under the last two sentences.

22.5 The supplier may not use the confidential information or the fact of its business relationship with voestalpine for marketing/advertising purposes. This is only permissible with the express written consent of voestalpine.

## 23) Miscellaneous

23.1 If one of the provisions of these Terms of Purchase turns out to be invalid, unlawful or unenforceable, such provision shall be deemed to be modified or limited to the extent necessary to make it a valid, lawful or enforceable provision. If such modification or limitation is not possible, the invalidity of one or more of these provisions shall not affect the validity of the remaining provisions or the validity of the agreement.

23.2 The supplier may not assign any rights or obligations under the Individual Supply Contract for Series Parts, in whole or in part, without the prior written consent of voestalpine.

23.3 The supplier may not utilize one or more subcontractors to perform the Individual Supply Contract for Series Parts or a portion thereof without the prior written consent of voestalpine. In addition, the supplier shall ensure that the sub-supplier also requires its sub-suppliers to comply with the provisions of these Terms of Purchase (particularly Sections 9, 14, etc.).

## 24) Applicable Law, Jurisdiction, Place of Performance

24.1 The contractual relationships between voestalpine and the supplier shall be subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

24.2 The court in Stuttgart shall have exclusive jurisdiction. Voestalpine shall have the right to sue the supplier in any other court or to otherwise assert judicial claims against the supplier.

24.3 The place of performance for all obligations under this agreement shall be the voestalpine location to which the Parts are delivered or where the Services are provided, as stated in the Order.