



General Terms and Conditions of Purchase for commercial business transactions of Gienanth GmbH, Fronberg Guss GmbH, Gienanth Steyr Guss GmbH, Gienanth Steyr Guss MBA GmbH, Gienanth Zaigler MBA GmbH, Gienanth Chemnitz Guss GmbH and Gienanth Czechia s.r.o. (hereinafter referred to as the “Purchaser” or “we”)

Section 1: General / Scope of application

1. These General Terms and Conditions of Purchase shall constitute the exclusive basis of the contractual relationship and of each order. Any terms and conditions of the Supplier that contradict or deviate from our Terms and Conditions of Purchase shall not be recognised as valid unless we have expressly agreed to their application. These Terms and Conditions of Purchase shall also apply in the case of unconditional acceptance of an offer of the Supplier with knowledge that the Supplier's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.
2. These Terms and Conditions of Purchase shall also apply in the version valid at the time of the order placed by the Purchaser, or in any case, the version last communicated to the Supplier in text form to all future transactions between the contracting parties without requiring these Terms and Conditions of Purchase being referenced again.
3. These Terms and Conditions of Purchase shall apply only vis-à-vis an entrepreneur and only if the contract is part of the operation of its commercial enterprise.
4. All agreements made individually between us and the Supplier for the purpose of executing this contract shall prevail. A written contract or our written confirmation is decisive for the content of such agreements.
5. Where reference is made to statutory provisions, this is for clarification purposes only. If there are gaps in these General Terms and Conditions of Purchase, the statutory provisions shall additionally apply.
6. Any legally relevant declarations and notifications made by Supplier in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing, i.e. in written form or text form (e.g. letter, email, fax). Statutory form requirements and other evidence, especially in the event of doubts about the legitimacy of the person making a declaration, remain unaffected.

Section 2: Order placement, documents

1. The Supplier may accept an order from us within a period of 3 business days, unless otherwise stipulated in the order. Acceptance shall be communicated by written confirmation of the order or, if an offer is made by the Supplier, by written confirmation on the part of the Purchaser. “Written” shall also include communication via e-mail or fax. If the Supplier does not reject an offer from the Purchaser within three working days, the order shall be deemed accepted. Furthermore, an order can be accepted before expiry of this period through delivery of goods, execution or confirmation.
2. We reserve any proprietary rights and copy rights to orders, illustrations, drawings, calculations and other documents; these documents may not be made accessible to third parties without our express written consent. These documents shall be used for the purpose of production based on our order; after completion of the order, the documents shall be returned to us without further prompting by us. These documents are to be treated as confidential with respect to third parties, in this respect the provisions in Section 13 para. 7, 8 shall apply in addition.

Section 3: Prices, terms of payment, offsetting, assignment

1. The price shown in the order shall be binding. In the absence of a written agreement to the contrary, the price shall include delivery “free domicile” including proper packaging; DDP (Incoterms 2020) shall apply.
2. All invoices must be sent to us in duplicate immediately after dispatch and must contain the order number. We shall agree to electronic submission of the invoice, provided that it meets the legal requirements, in particular VAT requirements; this shall apply in particular with regard to verification of the authenticity of origin and the integrity of the content.
3. We can only process invoices if they state the order number designated in our order in accordance with the specifications in our order. The Supplier shall be responsible for all consequences resulting from non-compliance with this provision unless he can prove that he is not responsible for the consequences.



4. Payment shall be made – unless agreed otherwise in writing – after receipt of the invoice and within 14 days at a 3% discount, within 30 days net. The discount period begins on the day the proper and verifiable invoice is received.
5. We shall be entitled to set-off and retention rights to the extent permitted by law.
6. Down payments and advance payments shall always be deemed partial performance. They shall only be paid if they have been agreed.
7. The Supplier shall not be entitled to assign its claims against us or have them collected by third parties without our prior written consent.

Section 4: Liability for defects / Warranty

1. We will promptly check delivered goods for obvious damage, identity and quantity (obvious defects). Obvious defects are reported promptly, generally within two (2) weeks of receipt of the goods. Hidden defects are reported promptly, generally within two (2) weeks of their discovery. The Supplier will collect the goods complained about within two (2) weeks after the complaint has been made at his own expense. If the goods are not picked up within two (2) weeks, we are entitled to send the goods back to him or to store them at the Supplier's risk and expense. Other or further contractual or legal claims remain unaffected.
2. The Supplier warrants that the goods delivered by him correspond to the specifications, drawings, samples and/or descriptions agreed with us which were delivered to us or by us and that the goods are furthermore new, functional, marketable, of flawless quality and free of faults and defects in design, material, construction, manufacture and installation and meet all other requirements resulting from the contract. The Supplier further guarantees that the goods are free from third party rights, in particular free from encumbrances. In addition, the Supplier acknowledges that he has been informed by us about the use of the goods and assures that all delivered goods are suitable for our intended purposes as well as adequately designed for our intended purposes and at least comply with the applicable standards and specifications as well as the latest state of science and technology in each case.
3. Furthermore, the Supplier warrants that the goods delivered by him are developed, manufactured and delivered in accordance with the applicable statutory provisions. Authoritative here, in particular, are the German Product Safety Act, environmental regulations, occupational health regulations, safety regulations, accident prevention regulations and the statutory minimum wage requirements.
4. We are entitled to the statutory warranty claims in full. The day on which we give notice to the Supplier of a breach of duty shall mark the beginning of a reasonable period of time to be determined by us in each case within which the Supplier has the opportunity to remedy the breach of duty. If this period expires without remedy, we shall in particular be entitled to withdraw from the contract, demand a reasonable price reduction or to demand compensation for damages instead of performance.
5. The acceptance or inspection of the goods or payment for the goods shall not be deemed approval without reservation of the performance as substantially in accordance with the contract.
6. If the Supplier does not begin to remedy the defect promptly upon request, we shall be entitled in urgent cases to remedy the defect ourselves or have it remedied by third parties at the Supplier's expense in order to avert acute dangers or avoid major damage (e.g. delay of delivery on our own part, contractual penalties, loss of production) if the Supplier is not prepared and able to remedy the defect itself. Further legal claims shall remain unaffected.
7. The Supplier bears all costs and expenses for the rectification of any defects, the replacement delivery and the transport of the defective goods or services; he has to reimburse any and all costs and expenses incurred by us as a result (in particular testing, installation, expansion, handling and storage costs). We can also demand the reimbursement of costs incurred in connection with examinations if we are forced to carry out an incoming goods inspection that goes beyond the usual random samples due to the above-average occurrence of defects. In the event of defects that only become apparent when the goods are processed by us or only when they are used, we are entitled to request reimbursement of any expenses spent uselessly.
8. In the event of serial damage, we shall decide at our discretion, and with due consideration of the Supplier's interests, which measures are suitable and necessary to remedy the damage. If a replacement of parts or an inspection of products without replacement of parts is necessary to remedy a serial damage, the Supplier shall indemnify us against any and all costs resulting from the liability for material defects.
9. The warranty period shall be 36 months from the transfer of risk. The limitation period shall be suspended from the date on which the notice of defect is received until three months after the defect is remedied. For replaced parts, the warranty period shall begin anew on the day of subsequent performance, provided that



the defect is not remedied as a gesture of goodwill.

10. The acknowledgement of receipt given to the carrier upon delivery shall be deemed only as confirmation of receipt of the goods but not that the delivery is in accordance with the contract.
11. Further or deviating rights and claims shall remain unaffected by the above provisions.

Section 5: Subcontractors

1. The Supplier is responsible for the manufacture and quality of the goods. He also remains fully responsible for the contractual execution of the goods if the manufacture as a whole or individual processing steps are carried out by a subcontractor or material is purchased from third parties.
2. Subcontractors may only be used by Supplier with prior written consent of the Purchaser.

Section 6: Import and Export Regulations, Customs

1. Imported goods must be delivered duty paid. The Supplier is obliged in accordance with the framework of Regulation (EU) No. 2015/2447 to issue the required declarations and information at his own expense, to allow inspections by the customs authorities and to provide the necessary official confirmations.
2. For goods the customs tariff number of the country of origin must be indicated, for listed goods also the national list number as well as the list number for the USA, if the goods are subject to U.S. export regulations. Certificates of preferential origin as well as declarations and marks of conformity and labels of the country of origin or country destination are to be submitted unsolicited, autonomous certificates of origin upon request.
3. Information (especially confidential information) that is disclosed in the context of the business relationship may be subject to export restrictions or controls pursuant to the U.S. export regulations or other domestic and foreign laws and regulations. The Supplier acknowledges that he is obliged to control access to the information and that he shall refrain from any direct or indirect export of any information before obtaining the necessary approvals or licenses required under the applicable law.

Section 7: Compliance with laws, Procedure in the event of accidents at work, Secondary employment of Purchaser's employees

1. The Supplier undertakes to always observe all relevant laws, provisions, rules and regulations (in particular with regard to product safety, packaging, fair working conditions, equal opportunities, safety regulations and accident prevention regulations and compliance with environmental protection requirements) to the extent that they apply.
2. The Supplier must also observe the current version of the Global Automotive Declarable Substance List (GADSL) as amended from time to time (www.gadsl.org).
3. The Supplier undertakes to ensure that he and all subcontractors he engages as well as any hiring firms commissioned by said subcontractors pay their employed workers the applicable minimum wage.
4. In the event that an employee of the Supplier has an accident at work while performing the supplies and/or services on the premises of the Purchaser, the purchasing department, the safety officer and the human resources department of the Purchaser must be informed immediately. Furthermore, the Supplier is obliged to provide the Purchaser's safety specialist with a copy of the accident report without being asked, as soon as it has been filed by the Supplier.
5. The Purchaser's employees are contractually obliged not to take up any secondary employment without the prior consent of the Purchaser. The employee is accordingly obliged to notify the Purchaser's personnel department of the intended commencement of secondary employment and the Purchaser will give its consent if its legitimate interests do not conflict with it. Accordingly, the Purchaser will also inform the Supplier of its decision about the possibility of secondary employment, at least in text form. The conclusion of an employment relationship in the form of a secondary employment between the Supplier and an employee of the Purchaser is only permitted after the Purchaser has given its consent.

Section 8: Delivery period, place of delivery, place of performance, transfer of risk

1. The delivery period specified in the order shall be binding and is considered to be essential for achieving the purpose of the contract. Delivery dates are fixed dates and must always be adhered to; deliveries must correspond to our quantities and time specifications. We are not obliged to pay for quantities of goods which exceed the delivery quantities specified by us in our delivery specifications. We are entitled to



change the frequency of planned deliveries or to direct the temporary suspension of planned deliveries, whereby none of the aforementioned cases entitles the Supplier to change the prices for these goods at our expense. If quantities or delivery dates are not specified, the Supplier shall deliver the goods in the quantities and on the date which we communicate to the Supplier in subsequent release notifications. The day of receipt of the goods shall be deemed the day of delivery.

2. The Supplier is obliged to inform us promptly in text form if circumstances arise or become apparent to the Supplier which indicate that the stipulated delivery time cannot be met. If the Supplier fails to provide notification, he may no longer invoke these circumstances in the event of a delay in delivery or performance. The Supplier is obliged to compensate us for all direct and indirect damages caused by delay. Acceptance of a delayed delivery or performance does not constitute a waiver of claims for compensation. We further reserve the right in the case of early delivery to make payment on the agreed due date.
3. Partial deliveries are impermissible and, in addition to failure to meet the delivery date, justify refusal of acceptance and return of the goods at the Supplier's expense.
4. The goods shall be packed in accordance with the customs of a prudent businessman and shall always be labelled with the order number, date, unloading station and material number.
5. The place of delivery and performance is always the place specified in the order. If such is not specified, this shall be the Purchaser's premises.
6. The Supplier bears the transportation risk until the goods are received at the place of delivery.

Section 9: Contractual penalty in case of delay

In the case of delayed delivery due to Supplier's fault, we shall be entitled to demand a contractual penalty of 0.5% of the delivery net value per business day, but not more than 5% of the delivery net value. The contractual penalty may be demanded in addition to performance as a minimum amount of compensation for damages owed in accordance with the statutory provisions. Forfeiture of the contractual penalty does not reduce the right to claim further damages. In such a case, the contractual penalty paid shall be credited against the claim for damages as a minimum damage.

Section 10: Product liability, indemnity, liability insurance cover

1. If the Supplier is responsible for damage outside the delivered goods, he shall be obliged to indemnify us upon first request against claims for damages by third parties to the extent that the cause lies within its sphere of control and/or organisation and he is himself liable vis-à-vis third parties.
2. Within this scope, the Supplier is also obliged to reimburse any expenses arising from or in connection with a recall procedure carried out by us. We shall inform the Supplier about the content and scope of the recall measures to be carried out – if possible and reasonable – and give the Supplier an opportunity to respond.
3. The Supplier undertakes to maintain worldwide product liability insurance cover and recall cost insurance cover with an adequate coverage amount. In case of doubt, the sum of 5 million euros per personal injury, property damage and/or product property loss – as a lump sum – shall be deemed reasonable. Proof of insurance must be provided to us by the Supplier prior to the conclusion of the contract, both with regard to the content of the cover and the amount of cover, by means of a written confirmation from the insurer. The Supplier will inform us immediately of any changes to his insurance cover.
4. Further claims for damages on our part remain unaffected.

Section 11: Intellectual property rights

1. The Supplier guarantees that no rights of third parties are infringed in connection with its delivery. This shall only apply to the extent that the Supplier culpably causes such infringement.
2. In case that in the context of the delivery/services or by use of the delivery/services as well as in the procurement of compensation, claims will be raised against us or third parties due to infringement of industrial property rights, the Supplier shall, to the extent that he is responsible for this infringement, be obliged to indemnify us or third parties against such claims and to compensate all damages arising therefrom including court and out-of-court costs.

Section 12: Protection of know-how



Unless an arrangement for further use and remuneration is agreed in writing with the Supplier, the Supplier may use the information, in particular technical information, processing instructions or other know-how obtained through cooperation with us exclusively for us.

Section 13: Retention of title, indemnity, tools, confidentiality

1. Upon handover of the goods to us by the Supplier, the goods shall promptly become our property. Any extended or expanded retention of title is excluded.
2. If we provide parts to the Supplier, we retain ownership of said parts. Processing or transformation by the Supplier shall be carried out on our behalf. If our reserved goods are processed with other objects not belonging to us, we shall acquire joint ownership of the new object in the ratio of the value of our object (replacement costs) to the other processed objects at the time of processing.
3. If the object provided by us is inseparably mixed with other objects not belonging to us, we shall acquire joint ownership of the new object in the ratio of the value of the reserved object (replacement costs) to the other objects mixed at the time of mixing. If the mixing takes place in such a way that the Supplier's object is to be regarded as the main object, it shall be deemed agreed that the Supplier shall transfer joint ownership to us on a pro rata basis. The Supplier shall safely store the sole property or joint property for us.
4. We shall reserve ownership of tools. The Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at its own expense. The Supplier shall notify us immediately of any incidents; if he fails to do so, claims for damages shall remain unaffected. The Supplier shall bear the risk of accidental loss, deterioration and destruction of the objects provided.
5. The Supplier is obliged to insure the tools belonging to us and the objects provided at their replacement value against fire, water and theft at its own expense. At the same time, the Supplier hereby assigns to us all compensation claims arising from this insurance. We hereby accept the assignment.
6. If the security rights to which we are entitled to pursuant to paragraph 2 and/or paragraph 3 exceed by more than 10% the purchase price of all our reserved goods for which we have not yet paid, at the request of the Supplier we shall be obliged to release security rights at our discretion.
7. The Supplier is obliged to keep all illustrations, drawings, calculations and other documents received strictly confidential. They may only be disclosed to third parties with our express written consent. The duty to maintain confidentiality shall also apply after performance of the contract. The obligation ceases if and to the extent that the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
8. The contract itself and its contents are also subject to a confidentiality obligation.

Section 14: Force majeure

Any delay or failure by either contracting party to perform its obligations as stated herein shall be excused if the Supplier is unable to manufacture, sell or deliver the goods and services covered by this contract, or if the Purchaser is unable to receive, buy or use such goods and services as a result of an event beyond the reasonable control of the party concerned which occurs without its fault or negligence, such as (but not limited to) cases of force majeure, acts of government (without prejudice to their validity), fires, floods, storms, explosions, riots, natural disasters, wars, sabotage, but only on condition that written notice of such delay (also stating the expected duration of the delay) is given by the party concerned to the other party as promptly as possible after the occurrence of the relevant event. For the duration of any such delay or failure by the Supplier to perform its contractual obligations, the Purchaser shall be entitled, at its discretion, to obtain the goods in question from a third party and to reduce the quantity ordered from the Supplier by such quantity without the Purchaser being liable to the Supplier, or to require the Supplier to obtain the goods in question from other sources in the quantity and on the date requested by the Purchaser, and at the prices specified in this contract. Upon request by the Purchaser, the Supplier shall provide reasonable assurance within a period of ten (10) days that such delay will not exceed thirty (30) days. If such a delay lasts longer than thirty (30) days, the Purchaser shall be entitled to terminate the contract immediately and without any liability.

Section 15: Limitation of liability

1. The liability of the Purchaser towards the Supplier in the case of damages is limited to wilful intent and



gross negligence.

2. The Purchaser shall be liable in the case of simple negligence for damages resulting from injury to life, body or health or for damages resulting from the breach of an essential contractual obligation.
3. In the case of a negligent breach of an essential contractual obligation, the liability of the Purchaser vis-à-vis the Supplier shall be limited to compensation for the foreseeable, typically occurring damage.
4. The limitations of liability do not apply to claims arising from the German Product Liability Act.

Section 16: Data Protection

1. The Supplier hereby guarantees to oblige his employees to comply with any applicable data protection regulations, in particular the GDPR, with regard to any data received from us. This obligation encompasses in particular that personal data may not be processed without authorization and not disclosed or made accessible to other persons without authorization. The Supplier also guarantees that he has fully informed its employees of the legal consequences of violating applicable data protection regulations.
2. The Supplier agrees that we can save the Supplier's data required in the context of the business relationship and the contracts concluded with him electronically and use them solely for our own purposes within our company group. Further agreements on data protection shall be put down in separate agreements if necessary.

Section 17: Place of jurisdiction

1. The exclusive place of jurisdiction for all disputes arising in connection with the respective contract between Gienanth GmbH, Gienanth Zaigler MBA GmbH, Fronberg Guss GmbH or Gienanth Chemnitz Guss GmbH and the Supplier or concerning the validity of the contract is Eisenberg/Palatinate (Germany).
2. The exclusive place of jurisdiction for all disputes arising in connection with the respective contract between Gienanth Steyr Guss GmbH or Gienanth Steyr Guss MBA GmbH and the Supplier or concerning the validity of the contract is Steyr (Austria).
3. The exclusive place of jurisdiction for all disputes arising in connection with the respective contract between Gienanth Czechia s.r.o. and the Supplier or concerning the validity of the contract is Bujanov (Czech Republic).

Section 18: Applicable law

1. The relationship between Gienanth GmbH, Gienanth Zaigler MBA GmbH, Fronberg Guss GmbH or Gienanth Chemnitz Guss GmbH and the Supplier shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The relationship between Gienanth Steyr Guss GmbH and Gienanth Steyr Guss MBA GmbH and the Supplier, shall be governed by the laws of the Republic of Austria to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. The relationship between Gienanth Czechia s.r.o. and the Supplier shall be governed by the laws of the Czech Republic excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Section 19: Severability clause

Should one of the aforementioned provisions be void, ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. The same shall apply if any other contractual agreement is or becomes void, ineffective or unenforceable. In place of a void, invalid or unenforceable other contractual agreement, a provision shall be deemed to have been agreed which comes as close as possible to the economic and legal success of the void, invalid or unenforceable provision.

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