

Preamble

These general purchasing conditions (GPC) regulate the contractual relations between the

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Obere Lichtenplatzer Str. 336, 42287 Wuppertal, Germany
- **VORWERK DRIVETEC GmbH**,
Obere Lichtenplatzer Str. 336, 42287 Wuppertal, Germany
- **VORWERK + Sohn GmbH & Co. KG**,
Obere Lichtenplatzer Str. 336, 42287 Wuppertal, Germany
- **VORWERK AUTOTEC Polska Sp. z o. o.**,
ul. Podgórna 100, 87-300 Brodnica, Poland
- **Saminex Sp. z o. o.**, ul. Podgórna 100, 87-300 Brodnica, Poland
- **VORWERK AUTOTEC (Suzhou) Ltd.**, Hucundang Road,
Caohu Industrial Park 36, Xiangcheng Economic Development Zone,
215000 Suzhou, P. R. China
- **VORWERK DRIVETEC (Suzhou) Ltd.**, Hucundang Road,
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- **VORWERK AUTOTEC de Mexico S.A. de C.V.**, Av. Villa de Lagos
Sur 1080, Parque Industrial Colinas de Lagos, 47515 Lagos de
Moreno, Jalisco, Mexico
- **VORWERK DRIVETEC de Mexico S.A. de C.V.**, Av. Villa de
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- **VORWERK Automotive de Mexico S.A. de C.V.**, Av. Villa de
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- **ELDISY GmbH**, Buschstückenstr.12, 39638 Gardelegen, Germany
- **Eldisy Polska Sp. z o. o.**,
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(hereinafter respectively referred to as "VORWERK") and all contractual partners that provide deliveries or services to one of these companies.

§ 1 Contractual Partner

The contracts are established respectively with whichever of the Vorwerk companies from the preamble that is named in the contract documentation as the buyer.

§ 2 Application

(1) The present GPC apply only to companies (§ 14 BGB), legal persons under public law and special public funds in accordance with § 310 BGB (German Civil Code).

(2) These conditions apply to all of our contracts and orders, to all deliveries obtained by us, and to other services as long as they have not been excluded or modified with our explicit written consent. They continue to be applicable even if, notably, our contractual partner's provision of deliveries or services occurs in a way deviating from the conditions and we are aware of this deviation. The general terms and conditions of our contractual partner are only applicable should they be confirmed by us in writing.

(3) Individual agreements, made in particular cases with our contractual partners (including ancillary agreements, supplements and amendments) have priority over these GPC. The contents of such agreements are valid only with a written confirmation/ "Addendum".

(4) Our conditions also apply to all future contracts and orders, even should our contractual partner not be informed of their validity again in connection with each individual order.

§ 3 Offer and Completion

(1) Our contractual partners can submit offers only in electronic form, through our purchase portal at <https://www.allocation.net/asp/>. The contractual partner's offers must be submitted in response to a concrete invitation from us for bids, during the bidding phase, and using the templates on the purchase portal that have been designated for this purpose. Only then shall they be considered to be legally binding for us and for the contracting partner. Any other offers submitted by the contractual partner will not be considered unless they are specifically requested by Vorwerk in this form.

(2) After the bidding phase is over, the submitted bids shall be evaluated by us and we shall decide which bid to accept. Vorwerk reserves the right not to accept any of the bids.

(3) All of our offer acceptances, orders, ancillary agreements and other agreements between us and our contractual partner must be in written form. Agreements, including those subsequently carried out, become effective only with our written confirmation. The power of attorney granted to our employees or representatives is limited in this respect.

(4) Commercial confirmation documents from our contractual partner shall not cause a contract with content deviating from our orders and our other written declarations to become legally effective, even should we not explicitly reject the contract.

§ 4 Written form

(1) Legally relevant declarations and notifications which after completion of the contract are to be delivered to us by the contractual partner are effective only in written form.

(2) Should the written form be specified in the existing conditions, it can be preserved through the communication of corresponding declarations via fax or email. A written agreement shall also be considered to be effective should we and our contractual partner have each submitted declarations in writing that cover the content concerned.

§ 5 Prices, Payment

(1) The agreed price includes the packaging and delivery to the door. We shall only be obligated to return the packaging if a special agreement has been made to this effect.

(2) The contractual partner undertakes to state on all invoices the order number specified on our order or commission notice. If this is missing, we are not responsible for any resulting delays in processing and payment.

(3) The agreed price is payable within 60 calendar days after complete delivery and performance as well as after receipt of a correct invoice. If we make payment within 14 calendar days, the contractual partner will give us a 3% discount on the net invoice amount. Bank transfer payments are considered as made on time if our transfer order is received by our bank before the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

§ 6 Offset, Right of Retention

With counterclaims owed to us, we are capable of offsetting under the legal requirements in any situation and exercising the right of retention.

§ 7 Shipping, Documents, Product Identification

(1) Deliveries by our contractual partners must be delivered duty paid (DDP Incoterms), unless otherwise agreed.

(2) Our contractual partner is obligated to state on all shipping papers and bills of delivery our order number given in our order or commission notice. We are not responsible for any resulting delays in processing and payment if the shipping documents or delivery notes are missing or incomplete.

(3) Our contractual partner is also obligated for every delivery to place a goods tag or label on the products in accordance with current VDA labeling (VDA 4902) and with the following information on them at the very least:

Name/ company of the contractual partner, address of the contractual partner, the supplier's number assigned by us, exact designation of the delivered pieces, Vorwerk part number, amount, delivery date, charge identification number

(4) Our contractual partner is obligated to provide us with a raw material test certificate in accordance with DIN EN 10204 3.1 when the products are delivered.

§ 8 Delivery and Avoidance of Risk

Service and price risks are always first transferred to us once the goods and services have been received by us or by the receiving agency we have named.

§ 9 Delivery Deadline, Delivery Plans, Recalls

(1) Agreed delivery dates and deadlines are binding. The receipt of the products at the place of delivery is relevant for the determination of compliance.

(2) Our delivery allocations and delivery recalls shall become binding at the very latest when our contractual partner does not object to them within 5 workdays after receipt by us.

(3) If a delivery schedule for the delivery of products/ parts has been agreed upon, our contractual partner must at all times hold a supply of finished products/ parts for the period of at least two weeks. Independently of this, the amounts to be delivered to us according to the delivery plan are binding for a period of one month. Moreover, the quantities indicated in the delivery schedule are binding for additional two months to fulfill the necessary raw material sourcing of the supplier.

(4) Our contractual partner must give written notice of any delays in delivery, including information on the reasons for the delay and the predicted duration of the delay, as soon as it becomes apparent that there may be a delay in delivery.

(5) If the delivery is delayed for more than one month as a result of force majeure, then we reserve the right to withdraw from the contract after a further extension period defined by us and amounting to at least 2 weeks of delay without results.

§ 10 Documentation, Models, Patterns, Tools

(1) At Illustrations, drawings, calculations, models, templates, reference gauges, patterns and similar items we reserve all property rights and copyrights. Such documents may not be disclosed or

otherwise made available to third parties without our written consent. They are to be used exclusively for production on the basis of the contractual relationship with us. At the end of the contract they must be returned to us on request. They must not be revealed to third parties, even after the contract ends.

(2) Tools provided by us remain our property, our contracting partner is obligated to use them exclusively for the production of the products ordered by us. The contracting partner is also obligated to clearly identify the tools belonging to us as our property and to insure them at the contracting partner's own expense to the required extent against fire and water damage as well as theft. Our contracting partner hereby relinquishes to us all claims for damages from this insurance and we accept this relinquishment. Our contracting partner is obligated to carry out required maintenance and inspection work done on time and at the contracting partner's own expense. The contracting partner must immediately notify us of any possible incidents.

(3) Our contractual partner must bind its subcontractors in accordance with the preceding numbers 1 and 2.

§ 11 Provisioning

(1) If we provide our suppliers with parts or materials, we retain ownership of these parts and materials. Our contractual partner must clearly mark such parts or materials as our property.

(2) Where processing or alteration of such pieces or materials by the contractual partner are carried out for us, we obtain joint ownership of the new object in the amount of the value of the objects provided by us in relation to the other processed objects at the time they are processed.

(3) If the objects provided by us are mixed inseparably with objects not belonging to us, we shall obtain the joint ownership of the new object in amount of the value of the objects provided by us in relation to the other mixed objects at the time of the mixture. Our contractual partner shall reserve for us objects for which we are entitled to joint ownership.

§ 12 Quality Assurance, Product Composition, Inspection and Duty to Immediately Report Defects, Liability for Defects

(1) Assuming that our quality management guidelines are valid for the relationship between us and our contractual partner and should the guidelines contain additional requirements or requirements that go beyond what is specified in the existing GPC, these additional or further requirements are equally valid. In the case that contradictions arise, the stipulations of the quality management guidelines take precedence.

Deliveries and services of our contractual partner must adhere to the agreed specification for each delivery as well as the applicable legal and trade regulations, accident prevention and VDA provisions, and must be technologically up to date. Concerning specifications should there be deviations, then our drawings take precedence over any possible data sets or other information/documentation.

(2) We can, within the realm of what can be reasonably expected from our contractual partner, require that changes be made to the delivery objects during their construction or execution, in which case the impact, particularly as relates to added or reduced costs as well as delivery deadline and delivery dates, shall be determined appropriately in accordance with §§ 315, 316 BGB (§§ 315, 316 German Civil Code).

(3) Statutory provisions (§§ 377, 381 HGB) for the commercial duty to inspect and to give notice of defects shall apply with the following provision: our obligation to inspect is limited to defects which are clearly evident on inspection by external examination including the shipping documents as well as during our quality control by statistical sampling. Our rights in respect of defects discovered at a later time as well as increased or decreased efficiency remain unaffected. In all cases our notification of defects is considered to be immediate and timely if it is sent within five working days from delivery/ service or of our becoming aware of the relating defect.

(4) The limitation period for claims related to defects (warranty claims) made against our contractual partner amounts to 36 months, calculated from the point in time when the passing of risk occurs. If a longer time period is required legally, then this longer period is applicable.

§ 13 Relinquishment of Claims Against Third Parties

Our contractual partner hereby relinquishes its claims for performance and its claims due to defects (warranty claims) that are due to the contractual partner by third parties, suppliers, or subcontractors in connection with production, delivery or services. This relinquishment neither limits nor excludes our contract partner's own liabilities or obligations. We, however, are obligated to relinquish back to our contractual partner the corresponding claims if and when our contractual partner itself fulfills the obligations owed to us under the claim. We are obligated at any time, upon the request of our contractual partner, to give to third parties, suppliers, or subcontractors of our contractual partner the declarations necessary or reasonably needed in order to enforce or protect the relinquished claims or to take reasonable and meaningful action to comply.

§ 14 Product Liability, Liability Insurance

(1) Our contractual partner must release us from all claims to compensation for damages that are asserted against us by third parties due to actions not allowed under regulations, product liability, or the force of other regulations due to mistakes or defects of the products manufactured or delivered by us or our contractual partner should such claims also be justified against our contractual partner or are simply no longer justified due to a limitation period. Under these requirements, our contractual partner must also release us from the costs of the legal disputes that are carried out due to such claims against us. If the claims asserted against us can be justified or are only no longer justified due to a limitation period, we are entitled to a proportional right to recourse against our contractual partner, the extent and amount of which is determined by § 254 BGB. Our right to recourse, right to reimbursement of expenses, and right to claims for damages in accordance with §§ 437 number 3, 478, 634 number 4 BGB remain unaffected by the requirements above.

(2) As part of its liability for claims in accordance with the aforementioned number 1), our contractual partner is also obligated to compensate us for possible expenses to us for damage prevention, damage protection, damage minimization, or damage remediation, particularly also such expenses that may arise from and in connection with a recall campaign. We shall inform the supplier - to the extent possible and reasonable - of the content and scope of recall measures to be taken and shall give the supplier the opportunity to express an option. Other legal claims remain unaffected.

(3) Our contractual partner must maintain a product liability insurance appropriate for covering its deliveries to us. The coverage amount must, however, amount to at least an overall 6 million EUR per

personal injury/property damage case. If the object being delivered to us is involved in use or mounting in motor vehicles, our contractual partner must also maintain motor vehicle recall cost insurance adequate for the contractual partner's deliveries. Other legal claims remain unaffected.

§ 15 Property Rights, Confidentiality

(1) Our contractual partner is responsible for ensuring that the product it delivers do not violate any rights of third parties, particularly patents, utility models, other property rights or copyrights. The contractual partner releases us from claims of third parties resulting from any possible violation of such rights. Furthermore, the contractual partner assumes all costs incurred by us when third parties make claims for the violation of such rights and we defend ourselves from this. If we have contributed to the violation of such rights, we are entitled to a proportional right to recourse against our contractual partner, the extent and amount of which is determined by § 254 BGB.

(2) We and our contractual partner pledge to treat as trade secrets all commercial and technical details, illustrations, drawings, calculations, and other documents, information, and data that we are made aware of as part of the collaboration and that is not already publicly known and we shall keep this information secret from third parties. This obligation to confidentiality remains in force even after the respective contractual relationship has been terminated. For every case of culpable noncompliance with the aforementioned obligations, the contractual parties promise each other a contractual penalty amounting to 6,000 EUR for each individual case.

§ 16 Place to Execution, Place of Jurisdiction, Applicable Law

(1) Place of execution is the domicile of the in the order specified Vorwerk company, as long as nothing contrary has been agreed.

(2) Wuppertal is the exclusive place of jurisdiction, but we also have the right to bring action against our contractual partner in any other responsible court.

(3) The business relations between us and our contractual partner are regulated exclusively by the laws of the Federal Republic of Germany with the exclusion of international purchasing law, particularly the UN Convention on Contracts for the International Sale of Goods and other international agreements for the unification of purchasing law.

§ 17 Severability clause

Should individual provisions of contracts between us and our contractual partners be found to be invalid or unenforceable or become invalid or unenforceable after the contract conclusion, the validity of the remaining provisions in the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely reflects the intent of the contractual parties in the invalid or unenforceable provision. The above provisions shall apply in the event that the contract should prove to have omissions.