

JOYSONQUIN Automotive Systems GmbH
Gutenbergstraße 16, 71277 Rutesheim, Germany

1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter: **"Conditions of Purchase"**) shall apply to all business transactions between JOYSONQUIN Automotive Systems GmbH as well as the companies affiliated with JOYSONQUIN as defined in Clause 17 (hereinafter collectively referred to as **"JOYSONQUIN"**) and the SUPPLIER, even if they are not mentioned in subsequent contracts. JOYSONQUIN Automotive Systems GmbH and the companies affiliated with JOYSONQUIN are not jointly and severally liable.
- 1.2 Terms and conditions of the SUPPLIER that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by JOYSONQUIN in writing. These Conditions of Purchase shall apply even if JOYSONQUIN accepts a delivery from the SUPPLIER without reservations while being aware of the SUPPLIER's conflicting or deviating terms and conditions.
- 1.3 Agreements which supplement or deviate from these Conditions of Purchase and which are made between the SUPPLIER and JOYSONQUIN for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.
- 1.4 Any rights beyond those provided for in these Conditions of Purchase to which JOYSONQUIN is entitled by law shall remain unaffected.

2. Formation of Contract

- 2.1 Unless otherwise agreed in writing between the parties, the SUPPLIER shall provide all offers and cost estimates free of charge.
- 2.2 The SUPPLIER shall be obliged on the basis of its offer and the further agreements entered into between the parties to deliver the contractual products on the agreed terms for the agreed term of the project.
- 2.3 JOYSONQUIN shall generally order the contractual products by submitting individual call-off orders in writing. Individual call-off orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed to be in writing. In addition, individual call-off orders may be placed electronically.
- 2.4 The Parties may specify in a Project Agreement or other written agreement (i.) non-binding quantities (plus a flexibility allowance, if applicable) and/or (ii.) minimum delivery deadlines, the lead time JOYSONQUIN should allow between the issuance of a call-off order or delivery schedule and the desired delivery date. Unless otherwise agreed, the minimum delivery time is one week. The terms and conditions specified in the call-off order or the delivery schedule (in particular price, quantities, delivery dates or delivery periods, and delivery address) are binding, unless the SUPPLIER is entitled, in accordance with the following Clause 2.6 the right to reject.
- 2.5 The SUPPLIER agrees that an order confirmation for call-off orders or the delivery schedules is not required and that these shall be deemed confirmed if the SUPPLIER does not reject within three (3) business days of receipt in accordance with the following Clause 2.6
- 2.6 The SUPPLIER shall be entitled to reject only if the quantities or delivery dates specified in the call-off order or delivery schedule deviate, to the SUPPLIER's disadvantage, from the planned demand (plus the flexibility allowance) or a minimum delivery period. All reasons for incomplete or late delivery for which the SUPPLIER is responsible or which are specified in Clause 11.2 below do not constitute a right to reject. If the rejection is not received by JOYSONQUIN in a timely manner, the call-off order or delivery schedule shall be deemed confirmed by the SUPPLIER and legally binding. If the SUPPLIER's legally rejection is received by JOYSONQUIN in a timely manner, the SUPPLIER is obligated to immediately submit an action plan for timely and complete delivery. The submission of an action plan does not release the SUPPLIER from the obligation to implement economically reasonable measures to ensure timely and complete delivery.

- 2.7 The terms and conditions specified in the call-off orders (in particular price, quantities, delivery dates or delivery periods, and delivery address) are binding.
- 2.8 An obligation to purchase on the part of JOYSONQUIN shall only exist after a legally binding individual call-off order has been submitted by JOYSONQUIN.
- 2.9 JOYSONQUIN shall be entitled to demand that changes be made to the construction and design of the contractual products at any time, provided the deviations from the originally agreed specifications are necessary or appropriate and where this is reasonable for the SUPPLIER. JOYSONQUIN shall inform the SUPPLIER about any changes in a timely manner. JOYSONQUIN shall agree jointly with the SUPPLIER about which changes to make compared to the originally agreed specifications. Unless otherwise agreed, changes may only be made to the production process and/or materials after a prior sample inspection and written approval by JOYSONQUIN.
- 2.10 If the costs incurred by the SUPPLIER in performing the contract decrease or increase as a result of the changes to be made in accordance with Clause 2.9 above, the SUPPLIER must notify JOYSONQUIN in writing without undue delay of the amount of the costs. The parties may demand that the agreed prices be adjusted accordingly. For this purpose, JOYSONQUIN shall be entitled to request clarification from the SUPPLIER regarding its price calculations and be given access to the appropriate documentation for review. If an agreed delivery date or an agreed delivery period cannot be met due to the changes to be made, the SUPPLIER shall inform JOYSONQUIN without undue delay.

3. Delivery

- 3.1 The delivery must correspond to the order or the call-off order in terms of execution, quality, scope and scheduling. The delivery periods or the delivery dates provided by JOYSONQUIN in the order or the call-off order shall be binding. The delivery periods shall commence on the date of the order or call-off order.
- 3.2 Compliance with the delivery period or delivery date shall be determined by the date on which the contractual products are received by JOYSONQUIN. Unless otherwise agreed between the parties, delivery of the contractual products shall be made on a "DDP" basis in accordance with Incoterms® 2020 (Rutesheim or the address of the company affiliated with JOYSONQUIN). If delivery under "DDP" in accordance with Incoterms® 2020 (Rutesheim or the address of the company affiliated with JOYSONQUIN) has not been agreed upon, the SUPPLIER shall make the contractual products available in a timely manner, taking into account the customary times for loading and shipment to be coordinated with the carrier.
- 3.3 If it becomes apparent to the SUPPLIER that it will probably not be possible to meet the delivery date, the SUPPLIER shall notify JOYSONQUIN without undue delay in writing, stating the reasons for and the expected duration of the delay. The SUPPLIER's obligation to deliver on time shall not be affected by this.
- 3.4 If the SUPPLIER is in default, JOYSONQUIN shall be entitled to rescind the contract in accordance with the statutory provisions.
- 3.5 The SUPPLIER must notify JOYSONQUIN in good time of any changes to the maximum delivery periods (replacement times) communicated to JOYSONQUIN.
- 3.6 Early deliveries and services shall require written approval by JOYSONQUIN. JOYSONQUIN may return any goods that are delivered early at the SUPPLIER's expense or store them at the SUPPLIER's expense until the agreed delivery date.
- 3.7 Unless otherwise agreed, partial deliveries and excess or short deliveries shall not be permitted.
- 3.9 The SUPPLIER shall notify JOYSONQUIN of any special deliveries outside the regularly agreed deliveries (e.g. replacement deliveries or late deliveries).

4. Transfer of Risk and Shipment

- 4.1 The SUPPLIER shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until JOYSONQUIN takes delivery of the goods ("free works" or DDP, as defined by

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- Incoterms® 2020). If the SUPPLIER is obliged to install or assemble the goods at JOYSONQUIN's premises and to perform other services for which a particular success is owed, the risk shall not pass to JOYSONQUIN until acceptance.
- 4.2 Each delivery must be accompanied by a delivery note containing the order and material number for each item, a list of the batches delivered, a description of the goods, delivery amounts and weight, details of the packaging materials used and a goods test certificate. If the delivery note is not available when the goods arrive, these shall be deemed not to have been delivered. Any additional costs due to non-compliance with the shipping instructions or due to accelerated transport in order to meet the agreed date shall be borne by the SUPPLIER.
- 4.3 The SUPPLIER must observe the specifications of JOYSONQUIN for the shipment of the goods. In addition, the goods must be packed in such a manner as to avoid damage in transit. Packaging materials must only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.
- 4.4 Transport insurance shall be procured and maintained by the Party that is responsible for providing such insurance in accordance with the applicable Incoterms® 2020 rule agreed between the Parties.
- 5. Prices and Payment**
- 5.1 The agreed prices are fixed prices. Unless otherwise agreed in writing, the price shall include the cost of packaging, shipping equipment and transportation to the delivery address provided by JOYSONQUIN, transport insurance as well as customs and any other official duties (DDP Incoterms® 2020). Statutory value-added tax is not included in the price and will be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
- 5.2 Invoices shall be submitted separately for each order or call-off order after complete delivery, completion of services and commissioning or, in the case of services for which a particular success is owed, after acceptance of these services. Invoices must meet the applicable statutory requirements; in particular, they must include the VAT ID number or tax number, delivery date, quantity and type of goods invoiced. In addition, they shall include the supplier number, delivery note number as well as the number and date of the order or the call-off order. Invoices that do not meet these requirements shall be deemed not to have been received on the grounds that they cannot be processed properly.
- 5.3 Payment is made by bank transfer. Unless otherwise agreed in writing between the Parties (e.g., in a price sheet or via email), payment shall be made within 30 days of receipt of the goods in accordance with the contract and receipt of a valid and verifiable invoice. If the SUPPLIER is required to provide material tests, test reports, quality documents, or other documentation, payment will not be made until these documents have been received. Payment is subject to invoice verification. In the event of delivery of defective contractual products or a delay in delivery, JOYSONQUIN is entitled to withhold payment until proper performance has been achieved, without forfeiting any discounts, cash discounts, or similar price reductions. The payment period begins once the defects have been fully remedied. In the event of early delivery of the contractual products, the payment period does not begin until the agreed delivery date.
- 5.4 Ownership of the goods shall be transferred to JOYSONQUIN free of any encumbrances when the goods are paid for, at the latest. All payments shall be made to the SUPPLIER only. Extended or prolonged retention-of-title clauses shall not be permitted.
- 5.5 The SUPPLIER shall be entitled to set-off only if its counterclaims have been legally established, are ready for decision, or are undisputed. The SUPPLIER shall be authorized to exercise a right of retention only if its counterclaim has been legally established, is ready for decision, or is undisputed and is based on the same contractual relationship.
- 6. Warranty and Claims for Defects**
- 6.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 6.2 The SUPPLIER warrants that the goods and services supplied correspond to the latest state of technology, the agreed specifications, the applicable legal provisions and the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations. In particular, the SUPPLIER must comply with the EU Chemicals Regulation REACH. The SUPPLIER must inform JOYSONQUIN without undue delay in writing if the SUPPLIER has any concerns about the order being performed as requested by JOYSONQUIN.
- 6.3 If the items to be delivered are machines, devices, or equipment, they must meet the requirements stipulated in the special safety regulations for machinery and equipment applicable at the time of performance of the contract and must have a CE label.
- 6.4 JOYSONQUIN conducts an incoming goods inspection without delay, to the extent that this is practicable in the ordinary course of business; this inspection is limited to externally visible transport damage, verification of the quantity and identity of the contractual products ordered, and random checks regarding the quality of the contractual products.
- 6.5 JOYSONQUIN shall notify the SUPPLIER of any obvious defects without delay, and no later than within three (3) days. Defects that become apparent during the incoming goods inspection or hidden defects shall be reported to the SUPPLIER within a reasonable period of time, at the latest within 14 days of the defect's discovery. Beyond this scope, JOYSONQUIN shall have no obligation to inspect or give notice of defects.
- 6.6 Neither the acceptance of a delivery of goods nor the processing, payment for or issue of subsequent orders for goods which have not yet been discovered to be defective and the defects of which, therefore, have not yet been notified shall constitute an approval of the delivery or a waiver of claims for defects by JOYSONQUIN.
- 6.7 JOYSONQUIN's approval of drawings, calculations, or other technical documents prepared by the SUPPLIER does not affect its liability for defects. JOYSONQUIN shall have no claim for defects against the SUPPLIER if the defective drawings, calculations, or technical documents were prepared by JOYSONQUIN itself ("build-to-print") and the defect is attributable to these defective documents.
- 6.8 If the goods contain defects, JOYSONQUIN may, without prejudice to the statutory claims for defects, demand subsequent performance by the removal of the defects by the SUPPLIER or, at the option of JOYSONQUIN, by the delivery of goods which are free from defects. The SUPPLIER shall bear all the necessary expenses for subsequent performance.
- 6.9 If the SUPPLIER wilfully or negligently fails to fulfil its obligation to subsequently perform within a reasonable period of time set by JOYSONQUIN, JOYSONQUIN may carry out the necessary measures itself, or have them carried out by a third party, at the expense and risk of the SUPPLIER. In cases where it is not possible to notify the SUPPLIER of the defect and the impending damage and also not possible to set a deadline, however short, for remedial action, on the grounds of particular urgency and/or because the damage to be expected in the absence of immediate remedial action is unreasonably high as compared to the warranty obligation, JOYSONQUIN shall be entitled to take the necessary measures immediately and without prior consultation with the SUPPLIER. If subsequent performance has not been provided within a reasonable period of time, has failed, or if setting a deadline was dispensable, JOYSONQUIN is entitled to the statutory claims and rights (reduction in price, damages, or rescission). In addition, JOYSONQUIN may demand indemnification against claims by third parties.
- 6.10 Claims for defects shall become time-barred 36 months after delivery to JOYSONQUIN. Longer statutory limitation periods, in particular those under Sections 438, 445b, and 478 of the German Civil Code (BGB), remain unaffected.
- 6.11 Claims for defects for parts that are installed by the SUPPLIER in vehicles that are distributed in the United States of America, Canada and Puerto Rico shall become time-barred in accordance

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- with the longer warranty periods vis-à-vis the end customer, notwithstanding Clause 6.1 above, upon expiry of 60 months after the initial registration of the vehicle or handover of the vehicle to the end customer or after 70,000 miles if this has been reached at an earlier point in time. For spare parts that are distributed in the United States of America, Canada or Puerto Rico, the limitation period shall apply mutatis mutandis from the date of the installation of the spare parts. Insofar as for products where exhaust gas, emissions or safety is relevant, the liability periods applicable according to mandatory statutory or other mandatory sovereign provisions exceed the periods specified in sentence 1 and 2 above, these shall replace the periods specified above.
- 6.12 The limitation period for claims of JOYSONQUIN for defects shall be suspended for the period of time during which the goods leave the premises of JOYSONQUIN for repair.
- 6.13 If the SUPPLIER performs its obligation to subsequently perform by making a replacement delivery, the limitation period shall commence anew for any goods supplied as a replacement after JOYSONQUIN has taken delivery of these goods.
- 6.14 SUPPLIERS of goods for which spare parts are needed shall be obliged to supply JOYSONQUIN upon expiry of the limitation period for another fifteen (15) years with the required spare parts, accessories and tools.
- 7. Product Liability, Insurance**
- 7.1 The SUPPLIER is obligated to indemnify JOYSONQUIN against third-party claims arising from domestic and foreign product liability that are attributable to a defect in the product supplied by the SUPPLIER, provided that the SUPPLIER is liable for the product defect and the resulting damage under the principles of product liability law or that a recall has been ordered by the authorities. Further claims of JOYSONQUIN remain unaffected.
- 7.2 In the cases set out in Clause 7.1 above, the SUPPLIER shall be obliged to reimburse JOYSONQUIN, in particular, for any such expenses arising as a result of or incurred in connection with any preventive measures taken by JOYSONQUIN against being held liable under product liability law, in particular, product warnings, an exchange of products or product recalls. Where possible and not unreasonable for JOYSONQUIN, JOYSONQUIN shall advise the SUPPLIER of the contents and scope of the measures to be taken and give the SUPPLIER the opportunity to comment thereon. The SUPPLIER shall use its best efforts to assist JOYSONQUIN with the measures to be implemented and take all measures ordered by JOYSONQUIN which the SUPPLIER can reasonably be expected to take.
- 7.3 The SUPPLIER shall be obliged to enter into and maintain an extended product liability insurance policy with an amount insured that is appropriate for the contractual products and amounts to at least EUR 3 million per bodily injury for each individual person and to at least EUR 5 million per property damage. This extended product liability insurance must provide cover against all risks arising from product liability, in particular, the risks of product warnings, an exchange of products or product recalls. The SUPPLIER herewith assigns to JOYSONQUIN all claims arising from the extended product liability insurance, including all ancillary rights. JOYSONQUIN herewith accepts this assignment. If an assignment is not permitted according to the insurance policy, the SUPPLIER herewith irrevocably instructs the insurance company to make payments, if any, exclusively to JOYSONQUIN. This shall be without prejudice to any further statutory claims on the part of JOYSONQUIN. The SUPPLIER must provide JOYSONQUIN with proof of the conclusion and continued validity of this extended product liability insurance policy upon request.
- 7.4 JOYSONQUIN may demand that the SUPPLIER permanently mark the goods it delivers, insofar as this is possible with a reasonable amount of effort.
- 8. Third-party Property Rights**
- 8.1 The SUPPLIER warrants that no third-party property rights will be infringed by JOYSONQUIN in connection with the supply of the

- contractual products by the SUPPLIER and the contractual use of these contractual products.
- 8.2 If, due to the delivery of the contractual products and their contractual use, JOYSONQUIN is held liable by a third party for an infringement of any of the above-stated rights for which the SUPPLIER is responsible, the SUPPLIER shall be obliged to indemnify and hold JOYSONQUIN harmless from and against any and all such claims and reimburse JOYSONQUIN for all expenses made in connection with JOYSONQUIN being held liable.
- 9. Provision of Items and Manufacture of Tools**
- 9.1 JOYSONQUIN shall order all kinds of means of production (such as, supplies, equipment, tools, print templates, samples, models, company standards, drawings, software and other items) generally by way of written individual orders. The SUPPLIER shall, without undue delay and in any case no later than three (3) working days after the receipt of the individual order, issue an order confirmation in which the price and the delivery date are expressly stated. Should the order confirmation deviate from the individual order, the deviations shall not be deemed agreed unless and until they are expressly confirmed in writing by JOYSONQUIN. The same shall apply to any subsequent changes to the contract. If JOYSONQUIN and the SUPPLIER have entered into a master supply agreement concerning future deliveries, individual orders issued by JOYSONQUIN shall be binding if not objected to by the SUPPLIER within three (3) working days after they have been received.
- 9.2 JOYSONQUIN shall retain title to and/or all copyrights and other industrial property rights in the means of production which are provided to the SUPPLIER for the manufacture of the goods or for other reasons.
- 9.3 JOYSONQUIN shall acquire ownership of the means of production manufactured by the SUPPLIER for JOYSONQUIN for which JOYSONQUIN pays the SUPPLIER, as well as all rights of use and exploitation relating to the resulting industrial or other property rights upon their completion, to the extent that such rights are capable of being owned. The means of production shall be marked as belonging to JOYSONQUIN. JOYSONQUIN shall provide these means of production to the SUPPLIER on a loan basis for the manufacture of the goods ordered.
- 9.4 The SUPPLIER shall be obliged to use these means of production exclusively for the manufacture of the goods ordered by JOYSONQUIN, or according to other requirements stipulated by JOYSONQUIN. These means of production may not be made available to any third party. The SUPPLIER must notify JOYSONQUIN without undue delay of any inquiries made by third parties. The SUPPLIER is not authorised to copy, reverse engineer or otherwise reproduce the means of production.
- 9.5 The SUPPLIER must return the means of production to JOYSONQUIN without undue delay and without waiting for a request from JOYSONQUIN at its own expense if the provision of these means of production is no longer required for the manufacture of the goods ordered, or if the negotiations do not result in the conclusion of a contract. The SUPPLIER shall have no right of retention with respect to the means of production.
- 9.6 Any processing or alteration by the SUPPLIER of any of the items referred to in Clauses 9.1 and 9.2 above shall only be permitted with the written consent of and in accordance with the requirements stipulated by JOYSONQUIN. Any processing or alteration shall be made on behalf of JOYSONQUIN. If such items are processed together with other items which do not belong to JOYSONQUIN, JOYSONQUIN shall acquire co-ownership of the new item in proportion to the ratio of the value of the item provided by JOYSONQUIN to the value of the other processed items at the time of processing.
- 9.7 The SUPPLIER shall be obliged to handle the means of production with due care and to properly store them; the SUPPLIER may only dispose of means of production with the written approval of JOYSONQUIN, even if no deliveries have been made to JOYSONQUIN using these means of production for a comparatively long period of time. The SUPPLIER must insure

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- the means of production at its own expense at replacement value against damage by fire, water, and theft. The SUPPLIER herewith assigns to JOYSONQUIN all claims for compensation arising from such insurance. JOYSONQUIN herewith accepts this assignment. The SUPPLIER shall be obliged to carry out all servicing and inspection work that may become necessary and all maintenance and repair work with respect to the means of production made available to the SUPPLIER in a timely manner in consultation with JOYSONQUIN. The SUPPLIER must advise JOYSONQUIN without undue delay of any damage.
- 9.8 In countries with other legal systems in which the rules regarding ownership stipulated in this Clause 9 do not have the same security effect as in the Federal Republic of Germany, the SUPPLIER herewith grants JOYSONQUIN corresponding security interests. If the creation of such security interests requires further declarations or actions, the SUPPLIER shall make these declarations and perform these actions. The SUPPLIER shall assist with all measures required for, and conducive to, the validity and enforceability of such security interests.
- 10. Quality and Documentation**
- 10.1 The initial sample inspection shall be carried out in accordance with the VDA Volume 2 "Quality Assurance of Deliveries", as amended from time to time. Irrespective of this, the SUPPLIER must constantly check the quality of the delivery items. The parties shall inform each other about possible ways to improve the quality.
- 10.2 If the nature and scope of the tests as well as the test equipment and methods have not been firmly agreed between the SUPPLIER and JOYSONQUIN, JOYSONQUIN shall be prepared, at the SUPPLIER's request, to discuss the tests with the SUPPLIER within the framework of its knowledge, experience and possibilities in order to determine the required state of the art of the test technology. In addition, JOYSONQUIN shall inform the SUPPLIER of the relevant safety regulations upon request.
- 10.3 In addition, the SUPPLIER must record in its quality records for all products when, in what way and by whom the faultless manufacture of the delivery items was ensured. This evidence shall be kept for 15 years and presented to JOYSONQUIN upon request. The SUPPLIER shall be entitled to shorten the storage period of the evidence if it can exclude dangers to life and health when using the products. The SUPPLIER shall oblige subcontractors to the same extent, to the extent permitted by law. As guidance, reference is made to the VDA publication "Evidence Management – Guidelines for Documenting and Archiving Requirements as to Quality" (*Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen*), as amended from time to time.
- 10.4 If and to the extent that public authorities which are responsible for the safety of motor vehicles and for determining the characteristics of exhaust gases or similar demand to be allowed to inspect the production sequences and test records of JOYSONQUIN in order to verify compliance with particular requirements, the SUPPLIER herewith declares it is prepared to grant these authorities the same rights in its own company and provide all reasonable support.
- 11. Force Majeure**
- 11.1 If either of the Parties is prevented by an event of force majeure from performing its contractual obligations, it shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable towards the other Party for damages. The same shall apply if it is unreasonably difficult or temporarily impossible for a Party to perform its obligations as a result of unforeseeable circumstances for which the Party is not responsible, in particular as a result of measures taken by the authorities, energy shortage or significant operational disruptions.
- 11.2 In particular, foreseeable labor disputes, avoidable disruptions to the supply chain, delays on the part of upstream suppliers, or changes in production-related costs do not constitute force majeure and do not entitle the SUPPLIER to suspend its deliveries to JOYSONQUIN.
- 11.3 JOYSONQUIN shall be entitled to withdraw either wholly or partially from the individual call-off order if an impediment such as those listed in Clause 11.1 above lasts for more than two months and the fulfilment of the agreement is no longer of interest to JOYSONQUIN as a result of the impediment. At the request of the SUPPLIER, JOYSONQUIN shall declare after the aforesaid period has expired whether it will make use of its right to withdraw or whether it will take delivery of the goods within a reasonable period of time.
- 12. Confidentiality, Advertising**
- 12.1 The SUPPLIER shall be obliged to keep all information received through JOYSONQUIN which is marked as confidential, or which can be identified as a trade or business secret according to other circumstances, confidential for an unlimited period of time; the SUPPLIER may neither record nor disclose or exploit such information unless such recording, disclosure, or exploitation is required for the delivery to be made to JOYSONQUIN. By entering into suitable contractual arrangements with the employees and agents working for it, the SUPPLIER shall ensure that these persons, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.
- 12.2 Any reference by the SUPPLIER to its business relationship with JOYSONQUIN in illustrations, brochures, and advertising material shall be subject to the prior written approval of JOYSONQUIN. JOYSONQUIN shall not refuse such on unreasonable grounds.
- 13. Export Control and Customs**
- 13.1 Relevant import and export control regulations within the meaning of this Section include, without limitation, the German Foreign Trade Act (Außenwirtschaftsgesetz - AWG), the German Foreign Trade Ordinance (Außenwirtschaftsverordnung - AWW), Regulation (EU) 2021/821 (EU Dual-Use Regulation), applicable EU sanctions and embargo regulations, including counter-terrorism measures, and, if applicable, the export control laws and regulations of the United States of America, the export control laws and regulations of Mexico, and any other applicable import, export, customs, sanctions, and foreign trade laws and regulations of the country of origin, export, transit, import, or destination of the contractual products.
- 13.2 The SUPPLIER is obligated to observe and comply with all applicable import and export control regulations when carrying out the transaction. This applies in particular if the SUPPLIER, in turn, procures the contractual products to be delivered to JOYSONQUIN from subcontractors or uses parts or raw materials procured from such subcontractors to manufacture the contractual products.
- 13.3 The SUPPLIER is obligated to inform JOYSONQUIN, prior to the legally effective conclusion of the transaction, of any import or (re-)export restrictions in accordance with import and export control regulations, in particular regarding licensing requirements or import or (re-)export prohibitions relating to the contractual products.
- 13.4 Prior to the legally binding conclusion of the transaction, the SUPPLIER shall provide JOYSONQUIN with at least the following information regarding each contractual product:
- the origin of the contractual products and their components,
 - the tariff code (HS code, CN code) of the contractual products,
 - the applicable import and export control regulations, including the relevant item on the list set forth in the annexes or appendices to those import and export control regulations,
 - for United States-products the ECCN (Export Control Classification Number),
 - whether the contractual products were transported through the United States, manufactured or stored in

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the United States, or produced using United States-technology,

- a contact person within their company to address any questions JOYSONQUIN may have.

The SUPPLIER is required to notify JOYSONQUIN immediately and without being asked of any changes to the relevant data and information.

- 13.5 At JOYSONQUIN's request, the SUPPLIER is obligated to provide JOYSONQUIN with all additional (foreign trade) data regarding the contractual products and their components, and to cooperate to the best of its ability in obtaining any necessary import or (re-)export licenses.
- 13.6 If the SUPPLIER breaches any of the above obligations and, as a result, JOYSONQUIN is unable to resell the contractual products (which may require further processing) and/or JOYSONQUIN is held liable by a third party, including law enforcement and investigative authorities, JOYSONQUIN shall be entitled to declare its withdrawal from the contract. Furthermore, the SUPPLIER is obligated to compensate JOYSONQUIN for any resulting damages, including the imposition of fines.
- 13.7 If JOYSONQUIN is unable to resell the contractual products (which may require further processing) due to a restriction on foreign trade that takes effect after the conclusion of the agreement, JOYSONQUIN shall be entitled to terminate the agreement.

14. Social Responsibility and Protection of the Environment

The SUPPLIER undertakes to comply with the respective regulations on how to deal with employees, the protection of the environment, and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. For this purpose, the SUPPLIER shall implement a management system according to ISO 14001 and further develop such system, as far as possible. Furthermore, the SUPPLIER shall observe the principles of the Global Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at www.unglobalcompact.org. In addition, the SUPPLIER must comply with JOYSONQUIN's Supplier Code of Conduct.

15. Governing Law/Place of Jurisdiction

- 15.1 The legal relations between the SUPPLIER and JOYSONQUIN shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 The exclusive place of jurisdiction for all disputes arising from the business relationship between JOYSONQUIN and the SUPPLIER shall be the registered office of JOYSONQUIN. However, JOYSONQUIN shall also be entitled to commence legal proceedings at the registered office of the SUPPLIER and at any other admissible place of jurisdiction.
- 15.3 In international, cross-border business transactions, the parties may choose between recourse to the ordinary courts and recourse to an arbitration tribunal for all legal disputes arising from or in connection with this contract and its execution.
- 15.4 If the Parties choose recourse to the ordinary courts, the sole place of jurisdiction for all disputes arising from or in connection with this contract and its execution is Rutesheim, Germany. However, JOYSONQUIN shall also be entitled to commence legal proceedings at the registered office of the SUPPLIER and at any other admissible place of jurisdiction.
- 15.5 If the parties choose recourse to the arbitration tribunal, a final decision shall be made on all disputes arising from or in connection with this contract in accordance with the Rules of Arbitration of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.* or *DIS*). The Rules of Arbitration can

be viewed at <http://www.dis-arb.de/de/16/regeln/uebersichtid0> in languages including German, English, French, Spanish, Chinese, Russian and Turkish.

- 15.6 The arbitration tribunal shall consist of three arbitrators. Unless otherwise agreed by the Parties, at least one of the individual arbitrators must have studied law. The arbitrators must have a good command of the language of arbitration.
- 15.7 The language of arbitration shall be German unless the parties have agreed upon another language of arbitration.
- 15.8 The seat of the arbitration tribunal shall be Rutesheim, Germany.

16. Miscellaneous

- 16.1 The SUPPLIER is not authorised to have any order, or material parts of an order, carried out by a third party unless the SUPPLIER has obtained the prior written consent of JOYSONQUIN.
- 16.2 Rights and obligations of the SUPPLIER may only be assigned or transferred to a third party with the written consent of JOYSONQUIN.
- 16.3 The contractual language shall be German.
- 16.4 The place of fulfilment for all obligations to be performed by the SUPPLIER and JOYSONQUIN shall be the registered office of JOYSONQUIN in Rutesheim, Germany.
- 16.5 The German language version of these Conditions of Purchase shall be authoritative.

17. List of companies affiliated with JOYSONQUIN

- JOYSONQUIN Automotive Systems Romania S.R.L.
Str. DE 301 km 0+200, Judetul Braşov
507075 Ghimbav, Romania
- JOYSONQUIN Automotive Systems Polska Sp. z o.o.
Ul. Stacyjna 16
58-306 Wałbrzych, Polska
- JOYSONQUIN(Tianjin) Automotive Trim Co., Ltd.
No. 1-1 Cuipu Road
Wuqing Development Area, 301799, Tianjin, China
- JOYSONQUIN Automotive Systems México S.A. de C.V.
Circuito San Miguelito Oriente 100
Ciudad Satelite
78423 San Luis Potosí, SLP, MEXICO
- JOYSONQUIN Automotive Systems, North America, LLC
1301 West Long Lake Road
Suite 160, Troy, MI 48085, USA
- South Africa Joyson Quin Automotive, Ltd.
119 Witch Hazel Avenue
Highveld Technopark
Centurion 0157, South Africa
- Ningbo JoysonQuin Automotive Systems Holding Co., Ltd
1st. Floor, No. 006 Building, No.1266 Juxian Road
High -Tech Ningbo,
315040, Zhejiang, China
- Chengdu Joyson Automotive Electronic Components Co., Ltd.
No.210,Longan road,
Economic & Technical Development zone,
Chengdu, 610100, Sichuan China
- WuHan Joyson Automotive Component CO.,LTD
NO.18 xuefulan Road jiangxia,
Wuhan, 430200, Hubei China
- ChangChun Joyson Automotive components Co., Ltd.
No.8699, Xihu Road,Automotive Industry Development Zone,
ChangChun,130013, Jilin China
- Ningbo JoysonQuin Automotive Trim Co., Ltd.
No.1266 JuXian Road High-Tech,
Ningbo,315000, Zhejiang China
- Liaoyuan Joyson Automotive components Co., Ltd.
No.6677 West Second Ring, Private Economic Development
Zone, Liaoyuang City,136200, Jilin, China

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