

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTION MATERIALS and AUTOMOTIVE COMPONENTS - VDL Nedcar B.V.

DEFINITIONS:

Capitalized terms shall have the following meanings:

Affiliated Company

With regard to a Party, a company which is directly or indirectly controlled by such Party, controls such Party, is under common management with such Party, or is under joint control with such Party, whereby control will be assumed if at least 50 percent of the shares or voting rights are held.

Annex

An annex to the LTSA and/or Supply Contract.

Change

A change of any relevant aspect relating to the supply of the Products, e.g. in terms of Specifications, volumes, delivery times, packaging or transportation.

Change Request

Request for a Change.

Clause

Any provision in the LTSA and any provision in the Supply Contract.

Classic Supply

Reasonable supply of Products for use as spare parts for the period after EOP.

Competitor

A company (a) that offers products similar to the Products or services which from the view of the regular customer, are interchangeable with the Products or services of a Party (e.g.

products or services that are comparable in terms of characteristics, price, and purpose), or (b) based upon concrete indications, is likely to offer such products or services.

Confidential Information

All information which is disclosed, directly or indirectly or via a Party's Affiliated Company, in the scope of their business relationship that is marked as confidential or is usually considered as confidential by the public, in particular according to the type of information or the circumstances of the transmission of the information. This includes, but is not limited to prototypes, test parts or samples; Trade Secrets, know-how or results; description and existence of the business relationship, contractual agreements and drafts, tender documents, technical specifications, process descriptions, volume and cost data; the planned schedules, goals, ideas and inventions of the other party in connection with the project or (test) results arising in connection with it; other not publicly available information, including knowledge of internal circumstances and processes that one party obtains about the other party in the course of the business relationship (e.g., also in the context of a visit or meeting) or the business correspondence and personal data held.

Critical Supply Situation

Concrete circumstances or events (Force Majeure or not), known to Vendor, which will or could lead to non-compliance with a delivery date or delivery quantity.

Data

Information, whether or not Confidential Information, which is stored or transmitted either electronically, magnetically, or otherwise not immediately perceptible.

Delivery Schedule

An instruction issued by Purchaser to Vendor, on the basis of the PSA or communicated separately, specifying the quantity of Products to be delivered, delivery location, delivery date, and where relevant, the time of delivery of Products.

EDI

Electronic Data Interchange, i.e. the transmission of data between the Parties via electronic communication links or via other machine-readable data media.

EDI implementation guidelines

The EDI implementation guidelines as amended from time to time. The latest version is available on the VDL Nedcar Website.

EOP

End Of serial Production by Purchaser of the vehicles for which the Products are destined.

Force Majeure

An unforeseeable and extraordinary situation or event beyond reasonable control of the incapable Party, which prevents it from fulfilling its obligations under the LTSA and/or the Supply Contract and which cannot be avoided by the exercise of due diligence and/or averted and foreseen even if utmost care is taken. This includes, in particular, business disruptions through no fault of the Parties, riots, official measures and other events beyond the control of the Party invoking Force Majeure.

General Logistic Conditions

The General Logistic Conditions of Purchaser (as amended from time to time), forming an integral part of these GTC. The latest version is available on the VDL Nedcar Website.

GRI Standards

These contains performance indicators on the three sustainability elements People, Planet and Profit. These standards consist of principles for determining the content of reporting for companies and for ensuring the quality of information in the report. Available via www.globalreporting.org.

GTC

These General Terms and Conditions for the Purchase of Production Materials, and Automotive Components of VDL Nedcar B.V.

IATF 16949

The technical specifications IATF 16949 "Quality management system requirements for automotive production and relevant service parts organizations" (IATF 16949:2016).

Incoterms

The commercial trade terms published by the International Chamber of Commerce, version 2020, as applicable to a RFQ, the LTSA and any and all Supply Contract(s).

Information Security

The duly protection of Data which is necessary for the delivery of the Products against unauthorized access, modification, destruction, and other misuse.

Information Security Incident

An incident which involves a breach of the Information Security requirements which could concern Purchaser, such as but not limited to security gaps, Data losses, malfunctions, endangerments, attack by damage-causing software, Data misuse, and unauthorized access by third parties to Purchaser's Data (such as, but not limited to Data leak or cyber-attack).

Intellectual Property Rights (IPR)

All patents, utility models, design rights, trademarks, product designations, copyrights, property rights related to copyrights (including the right to databases), other industrial or intellectual property rights irrespective of whether such have been registered or registration has been applied for (including the right to apply for one of the aforementioned property rights), and Trade Secret rights including know-how.

ISO/IEC

International Organization for Standardization and International Electrotechnical Commission, respectively.

Leadtime

The time from pick-up of the Products by the carrier at the agreed location up to drop-off at Purchaser's specified place of delivery.

LTSA

A framework agreement for the long-term supply of Products (including its Annexes and any documents referred to therein).

VDL Nedcar Standard NC STRD [xxxx]

A general rule, requirements or standard of VDL Nedcar with number xxxx, as communicated to Vendor.

Packaging Manual

VDL Nedcar Packaging & Shipping Engineering Manual (as amended from time to time), forming an integral part of these GTC. The latest version is available on the VDL Nedcar Website.

PPA-Process

A production process and Product approval of the series process, including a performance test of Vendor's manufacturing process, its production plants, equipment and machines and its production logistics processes, under serial conditions and according to Purchaser's requirements, to prove that Vendor is able to produce the required quantity and quality of Products with the plant, personnel, and machine capacity.

Product(s)

Product to be supplied by Vendor to Purchaser, consisting of any products, commodities, production materials, automotive components, software, spare parts and/or any other goods used for Purchaser's serial production of (motor) vehicles, (motor) vehicle parts and/or spare parts and related services, as specified in Annex A to the LTSA (where applicable) and/or the PSA, and -where applicable- Tooling and related services (as specified in the Purchase Order).

Product Liability

Liability for defective products, as referred to in Council Directive 85/374/EED of 25 July 1985, or any of its successors.

Product Safety and Conformity Officer (PSCO)

Employee of Vendor responsible to ensure product safety and to avoid Product Liability cases regarding the Products.

Project Period

Unless agreed otherwise, the entire delivery period starting at pre-series, via SOP (Start of Production), via EOP (End of Production) to EOS (End of Service) respectively end of the delivery obligation of spare parts.

Purchaser

The party that concluded a Supply Contract with Vendor, being VDL Nedcar B.V. with its corporate seat in Born and its place of business at Dr. Hub van Doorneweg 1, 6121 RD Born,

the Netherlands, registered with the Dutch Chamber of Commerce under number 14027374, or any of its Affiliated Companies.

Purchase Order

Any one-time order for the purchase and delivery of Products, Tooling and/or services issued by Purchaser to Vendor.

Purchase Scheduling Agreement (PSA)

Agreement between Vendor and Purchaser (possibly on the basis of an LTSA) with respect to the purchase and delivery of particular Products, which are actually procured by means of (a) Delivery Schedule(s).

Representative

A party's employee, agent, Sub-contractor or other persons or parties representing said party.

RFQ

Request for quotation for the delivery of Products, Tooling and/or services, to which these GTC apply.

Self-billing Procedure

Automatic billing method of Products deliveries and services of Vendor to Purchaser.

SOP

Start of Serial Production by Purchaser of the vehicles for which the Products are destined.

Specifications

Any and all requirements that the Products need to comply with, being both those specifically created by Purchaser (in the LTSA and/or Supply Contract) as well as those which are common in the market of the Products.

Specific Logistic Conditions

Any logistic conditions, in addition to the General Logistic Conditions of Purchaser or in deviation thereof, made available via the PSA and/or Delivery Schedules or the Product Order or communicated separately. The relevant logistic requirements of Purchaser are specified in detail in [Annex 5](#) of the LTSA or, where applicable, the PSA and/or Delivery Schedules. In order to meet such requirements, Vendor shall carry out the necessary planning and coordinate with Purchaser.

Sub-contractor

Third party engaged by Vendor (including Affiliated Companies) for the manufacturing and supply of Products to Purchaser.

Supplier Database

The B2B-Portal for communication between Purchaser and Vendor.

Supply Contract

An (individual) sale and purchase agreement, arising from:

- (i) the issuance of a PSA and Delivery Schedule by Purchaser to Vendor, whether or not on the basis of an LTSA; and/or
- (ii) the issuance of a stand-alone Purchase Order, and an explicit or implied acceptance by Vendor thereof.

The Supply Contract therefore consists of the LTSA, the PSA and Delivery Schedule(s) and/or the Purchase Order, and any and all Annexes and any documents referred to therein. The Supply Contract obliges Vendor to deliver Products and/or Tooling and/or services, for the period agreed in the Supply Contract, to the company of the VDL Groep that concluded the Supply Contract as a Purchaser.

Supplier Quality Manual

The (project specific) VDL Nedcar Supplier Quality Manual applicable to the Products, as defined in the LTSA.

Tooling

Production equipment, including but not limited to: dies, jigs, testing and measuring equipment (e.g., gauges), matrices, models, samples, tools, devices, drawings and similar items required for the production and examination of Products.

Trade Secrets

Technical and commercial information that is not publicly known or not readily accessible and therefore of economic value and including information that is marked as Trade Secrets. Trade Secrets are considered Confidential Information.

VDA

Verband der Automobilindustrie e. V. (German Association of the Automotive Industry), Berlin, Germany.

VDL Groep

VDL Groep B.V., with its corporate seat in Eindhoven and its place of business at Hoevenweg 1, 5652 AW Eindhoven, the Netherlands, registered with the Dutch Chamber of Commerce under number 17017545 and any company directly or indirectly controlled by, under common management or under joint control of VDL Groep B.V., whereby control will be assumed if at least 50 percent of the shares or voting rights are held. Purchaser is an Affiliated Company of VDL Groep.

VDL Nedcar's "Terms for Transfer of Title of Tooling"

Terms relating to transfer of title of Tooling, available via the VDL Nedcar Website.

VDL Nedcar Website

The VDL Nedcar website at www.vdlnedcar.nl.

Vendor

The party who is obligated to sell and deliver Products to Purchaser on the basis of a Supply

Contract.

Written / in Writing

This also includes in text form, e.g., via fax, email or electronic data interchange (EDI), unless Written form (signed version) is explicitly required.

Working Day

Any day on which Purchaser is available to receive or process the Products. Working Days are all calendar days of the week except Sundays and public holidays in the Netherlands, as well as those days on which VDL Nedcar B.V. is closed, as communicated to Vendor periodically.

1. GENERAL

- 1.1. These GTC shall apply to any and all RFQ's, quotations Vendor submits to Purchaser, the LTSA (if concluded) and any and all Supply Contracts, relating to the purchase of Products (including Tooling and/or services).
- 1.2. Any terms and conditions of Vendor are expressly excluded and shall not be part of the LTSA and/or Supply Contract. Any reference to general terms and conditions of Vendor, or other additional or deviating terms or supply conditions of Vendor, in its quotation shall have no effect.
- 1.3. To the extent that the GTC (or the LTSA and/or the Supply Contract) refer to:
 - (i) general documents/requirements of Purchaser, each of these documents and requirements are published on the VDL Nedcar Website and will also be provided by Purchaser to Vendor upon request;
 - (ii) specific documents/requirements of Purchaser, each of these documents and requirements will be provided by Purchaser to Vendor upon request.

These documents/requirements form an integral and inseparable part of the LTSA and the Supply Contract.

- 1.4. Vendor shall provide its current supplier master data to Purchaser, keep it up to date at all times and designate a responsible master administrator for this purpose. Where Vendor is obligated to submit certificates, declarations or other verifications, Vendor shall submit each of these immediately and with current validity date to Purchaser. Vendor shall submit such data or documents as per Purchaser's instructions.
- 1.5. Purchaser's review of, or failure to request such certificate, declaration or other verification identified in these GTC (or the LTSA and/or the Supply Contract), shall not constitute a waiver by Purchaser of any of Vendor's obligations, nor shall such be construed as Purchaser's consent to Vendor's behaviour.
- 1.5. Vendor shall promptly and completely inform Purchaser of name changes, changes in legal form, and changes which are material for the business relationship between Purchaser and Vendor and which pertain to Vendor's participation or his shareholder or ownership structure. To the extent permissible under applicable laws and contractual obligations, Vendor shall inform Purchaser in advance in Writing of any planned changes that are significant to the business relationship and all planned process changes that may have quality-related impact (e.g. with respect to organization, procedures, manufacturing process, logistics and Sub-contractors) in good time before they are implemented; the procedure must be documented. It is agreed that a significant change for the business relationship includes, but is not limited to, the event of a transfer of all or substantially all assets of Vendor to another legal entity, a merger or split of Vendor with or to another legal entity, the conclusion of a control or profit transfer agreement by Vendor as the controlled company, or the acquisition of at least 30 percent of the voting

rights of Vendor's company by one or more purchasers acting jointly in one or more transactions.

- 1.6. Vendor will support Purchaser in the logistic integration of its supplies, taking into account all aspects of the information and material flows, in particular delivery rhythms and delivery conditions, transport processing, packaging, waste disposal and empties processing as well as the IT connection to Purchaser 's series production. Vendor's Supplier Manual (Logistics) (as amended from time to time) shall apply and is available at the VDL Nedcar Website.
- 2. RFQ**
 - 2.1. Purchaser may submit an RFQ to Vendor, before concluding an LTSA and/or Supply Contract.
 - 2.2. The quantities stated in any RFQ and/or offers serve solely as non-binding orientation values, e.g. for the purpose of price calculations, and do not establish any obligation for Purchaser (or its Affiliated Companies) to order c.q. to call-off such quantities.
 - 2.3. Delivery quotes set out in an LTSA and/or Supply Contract are in no way connected to quantities in RFQ's and/or offers.
- 3. SUPPLY CONTRACT: ACCEPTANCE OF PSA AND DELIVERY SCHEDULE(S) AND/OR PURCHASE ORDER(S)**
 - 3.1. An (individual) Supply Contract is concluded between the Parties if:
 - a. Purchaser issues a PSA and subsequent Delivery Schedule(s) to Vendor for the sale and delivery of Products on the basis of the LTSA for a specific period of time (usually a calendar year). The PSA and Delivery Schedule(s) are deemed accepted, unless Vendor sends a Written notification within

two (2) Working Days stating the PSA and/or Delivery Schedule(s) cannot be accepted, explaining the reasonable reasons thereof; or

- b. Purchaser issues a stand-alone Purchase Order to Vendor for the sale and delivery of Products, Tooling and/or services without an underlying LTSA. In such case, Vendor submits a Written acceptance within fourteen (14) Workdays of receipt of the Purchase Order. Notwithstanding the foregoing, any action taken by Vendor to fulfil the Purchase Order shall constitute acceptance of this Purchase Order. If Vendor refrains from submitting a Written acceptance or does not begin to fulfil the Purchase Order within fourteen (14) Workdays of its receipt, Purchaser is entitled, but not obliged, to withdraw the respective Purchase Order without Vendor being entitled to raise any claims against Purchaser.

3.2. Any terms and conditions in the LTSA (if concluded), the PSA and Delivery Schedule(s) respectively the purchase Order, and these GTC, shall apply to a Supply Contract, and all these documents combined constitute the entire agreement between the Parties. In case of discrepancy or inconsistency between these documents, the following ranking order applies:

- a. Delivery Schedule;
- b. PSA;
- c. Purchase Order;
- d. LTSA;
- e. GTC.

with the first document taking precedence over the next.

4. PRODUCTS

- 4.1. The Products are specified in the LTSA (where applicable), the PSA and Delivery Schedule and/or the Purchase Order. The Products must meet the requirements common in the market of these products, and other specific requirements, standards/certificates and the Specifications. Vendor shall deliver the Products in accordance with the PSA's (and, if and where applicable, specific logistics requirements, supply concept(s) and/or packaging requirements).
- 4.2. Vendor undertakes to be competitive in terms of quality, price, delivery performance and sustainability, and to apply state-of-the-art techniques.

5. TOOLING

- 5.1. If a Purchase Order for Tooling is placed, the VDL Nedcar's "Terms for Transfer of Title of Tooling" apply in addition to these GTC.
- 5.2. Vendor shall treat the Tooling with due care and diligence and keep it continuously in working condition and in compliance with the latest design status. Unless agreed otherwise in Writing, the cost for the continuing repair, maintenance, and readiness of the Tooling in good condition shall be borne by Vendor in all respects.
- 5.3. Vendor shall be responsible for the correct and accurate dimensions of the Tooling, particularly of gauges. At Vendor's request, Purchaser shall support Vendor in examining and correcting the gauges provided to Vendor by Purchaser, unless they are used as check gauges.
- 5.4. By no later than the time that initial samples of the Products are produced by means of such Tooling for the PPA-Process, Vendor shall provide Purchaser with (a) information concerning such Tooling as required in the quotation analysis form (QAF) and in the tooling analysis form (TAF,) (b) drawings and

CAD-data (as a 3D-data-model in a format customary in the industry) of such Tooling, and (c) a complete list of such Tooling and a document identifying the exact location of such Tooling.

- 5.5. Unless agreed otherwise in Writing, and whether or not an LTSA and/or Supply Contract remains in effect, Vendor shall keep Tooling for a period of fifteen (15) years following the end of Vendor's supply of the Products for Purchaser's serial production (End of Production, "EOP") and maintain such Tooling in good working condition ready for the continued supply of Products. In view of this obligation, Vendor will make suitable contractual arrangements in relation to its suppliers and sub-contractors where necessary.

6. SPARE PARTS

- 6.1. With regard to the Products used as spare parts, Vendor shall comply with the requirements stated in IATF 16949.
- 6.2. During the term of an LTSA and/or Supply Contract for Purchaser's serial production, the price of the spare parts shall not be higher than the price of the Products used for series production by Purchaser. This arrangement applies until a period of four years has expired following the EOP by Vendor. After this period, the price will be reasonably agreed between the Parties. Any additional cost for the packaging and labelling of spare parts will be reasonably agreed between the Parties.
- 6.3. Purchaser and its Affiliated Companies shall be entitled to purchase Products to be used as spare parts directly from Vendor's Sub-contractors or from any other third party.
- 6.4. Whether or not an LTSA and/or Supply Contract remains in effect, Vendor will, at the request of Purchaser, continue to supply Purchaser or its designated third parties with sufficient quantities of Products for use as spare parts for a

period of fifteen (15) years following the End of Production ("EOP") of the motor vehicles for which the Products are destined, or for such lesser period of time as Purchaser shall determine in Writing. In view of this obligation, Vendor will make suitable contractual arrangements in relation to its suppliers and Sub-contractors where necessary.

- 6.5. One (1) year before EOP, Vendor shall submit proposals in Writing to Purchaser for an economically reasonable supply of Products for use as spare parts for the time afterwards (hereinafter "Classic Supply"). Vendor's proposals shall be based on Purchaser's estimated future demands, which will be provided to Vendor by Purchaser upon Written notice. Vendor's proposals should contain a reasonable offer for an all-time stocking on the basis of the last valid spare parts price or further supply at comparable and reasonable conditions.
- 6.6. Vendor shall inform Purchaser in good time before the intended scrapping of Vendor-owned Tooling required for the supply and/or Classic Supply.

7. CHANGES

- 7.1. Purchaser is entitled to request Changes, at any time at its reasonable discretion, via a so-called Change Request, with respect to the Products including but not limited to Specifications, drawings, designs, constructions as well as changes regarding date/time and place of delivery, packaging, quality, quantity and means of transportation. Such Change requests shall take into account Vendor's reasonable interests.
- 7.2. Vendor is obliged to propose Changes to Purchaser, via a change proposal, which Vendor considers necessary or appropriate or expedient with regard to functioning and/or intended use and/or in view of changed statutory or other mandatory provisions or for other reasons.

- 7.3. Vendor shall not be entitled to carry out Changes with respect to the Products (including, but not limited to specifications, additional and functionalities not agreed upon, drawings, designs, software, constructions, production process, date/time and place of delivery, packaging, quality, quantity and means of transportation) without Purchaser's prior Written consent.
- 7.4. If a Change results in an increase or a decrease in costs and/or effects on the delivery date(s), Vendor shall point this out immediately upon receipt of the Change Request or simultaneously with its change proposal and to submit a corresponding supplementary offer. The Parties shall agree on a reasonable adjustment of Vendor's remuneration. The Change shall subsequently only be executed upon reaching an agreement as to the cost differences as well as the impact on the delivery dates (if any).
- 7.5. In the event that following a Change Request, Vendor does not report any impact on costs or delivery dates within fourteen (14) Working Days upon receipt of the Change Request, the Parties will be deemed to having agreed on such a Change, which will then be assumed as being cost-neutral and having no impact on delivery dates.
- 7.6. In the event that any such Change request results in an increase in Vendor's stock, which is no longer usable by Purchaser in serial production, Purchaser will reimburse the reasonable costs Vendor reasonable incurs, provided that this is communicated within fourteen (14) Working Days upon receipt of the Change Request, in relation to:
- finished and semi-finished Products as well as corresponding raw materials, for which Delivery Schedules have been issued for a delivery date within one (1) month upon receipt of Purchaser's Change request;
 - finished and semi-finished Products and corresponding raw materials which, upon Purchaser's Written request, are included in a buffer stock,

provided that either Purchaser receives the (semi-finished) Products if it desires so, or, if this is not desired, Vendor is unable to find an alternative use.

- 7.7. Changes shall be documented in Writing and signed by both Parties in a form to be determined by Purchaser.

8. PRICING

- 8.1. If it is agreed in the LTSA and/or Supply Contract that price components for particular raw materials are remunerated based on independent, listed or markable raw material indices with agreement of a settlement model, e.g. as a price adjustment clause, then the other price elements shall be considered fixed and having been negotiated separately from the price elements for such raw materials.
- 8.2. Unless agreed otherwise in Writing, any prices are inclusive of (i) customs, duties, VAT and other taxes, and (ii) costs of transport, packaging, unloading, insurance, assembly and/or other services provided by Vendor.

9. QUALITY

- 9.1. Vendor shall comply with the Supplier Quality Manual available via the VDL Nedcar website or on request.
- 9.2. Vendor shall be certified in and compliant with the latest edition of IATF 16949; the certification has to be evidenced to Purchaser through submission of a respective valid certificate. Vendor shall comply with the VDA process description "Special Characteristics (SC)" as stipulated in the IATF 16949. Special Characteristics are product features or production process parameters which could have effects on the safety (SC safety requirements) or compliance with government regulations (SC legal/ production conformity), the fit, the

function (SC functions) and the performance or other processing of the Product. Further information on this can be found in the IATF 16949.

- 9.3. In order to ensure product safety and to avoid Product Liability cases regarding the Products, prior to the first delivery, Vendor shall qualify a Product Safety and Conformity Officer (PSCO) in its company and designate such individual as the current contact person in the B2B-Portal (Supplier Database) being responsible for the overall compliance of the Products and the production process.
- 9.4. The PPA-Process shall be successfully completed by Vendor before Products are supplied:
- a. for the first time, or
 - b. under a new part number, or
 - c. after any process modification or Change.
- 9.5. Vendor is particularly obligated to conduct an unaccompanied requalification in conformity with the PPA-Process, at least every twelve (12) months after completion of a PPA-Process.
- 9.6. Vendor will use the PPA-Process to produce initial samples of the Products. Vendor will inspect such initial samples in accordance with the VDA publication “Quality Management in the Automotive Industry, Volume 2: Quality Assurance for Supplies”, in its version valid at such time. In case of a conflict between the Supply Contract and IATF 16949 or the VDA publication, the Supply Contract shall prevail.
- 9.7. If Vendor repeatedly or materially violates the agreed quality and/or quantity objectives, Purchaser – if due to capacity reasons it is absolutely necessary, also with the support of third parties – shall be entitled to take supportive action for failure analysis and the failure correction within an escalation process.

Vendor undertakes to assist herewith and to reimburse Purchaser’s actual and not unreasonable costs incurred due to such violations without prejudice to any other rights and claims which Purchaser may have in such a case. In the aforementioned cases Purchaser shall provide Vendor with a complaint report invoice or other suitable invoice documents. Vendor may object against the support of a particular third party if there is a material reason for doing so (e.g. if the third party is a Competitor).

- 9.8. Unless there is a good cause to the contrary, Vendor shall inform Purchaser about its supply chain (including Sub-contractors) to a reasonable extent upon request. To the extent that Vendor (also) uses third parties (Sub-contractors) to manufacture the Products to be delivered, Vendor shall ensure compliance with the quality requirements and Specifications through appropriate contractual agreements with its Sub-contractors.
- 9.9. Any change of the production location or of the dispatch location of the Products requires the prior Written consent of Purchaser, which may not be unreasonably withheld. Any costs which are incurred by Purchaser due to the non-compliance with this provision or otherwise due to a change of location initiated by Vendor, shall be borne by Vendor. Vendor will inform Purchaser immediately of any relocation in its supply chain or of any changes in its supply chain (including a change of Sub-contractor) known to Vendor.
- 9.10. Any claims of Purchaser in respect of the Products, such as claims relating to material defects or Product Liability, shall remain unaffected by this Clause.

10. PACKAGING, TRANSPORT

- 10.1. Products shall be suitably, carefully and appropriately packed and labelled in accordance with the Packaging Manual and in accordance with the instructions of Purchaser’s packaging department.

- 10.2. In addition, the General Logistic Conditions of Purchaser apply. In addition thereto or in deviation thereof, Purchaser may make available to Vendor Specific Logistic Conditions.
- 10.3. Delivery documents shall be made in Writing. Vendor shall comprehensively provide the packaging data with regard to all required and necessary information in a form defined by Purchaser.
- 10.4. With regard to documents accompanying Products (physical or electronic documents), Vendor shall further comply with Purchaser's EDI implementation guidelines.
- 10.5. In the event that the packaging data provided by Vendor contains incorrect or incomplete information, Vendor shall reimburse Purchaser for any costs incurred by Purchaser as a result thereof.
- 10.6. Unless agreed otherwise in Writing, all shipments shall be handled by a carrier contracted by Purchaser and specified to Vendor. Purchaser reserves the right to choose the mode of transport.
- 10.7. In order to ensure compliance with the agreed delivery date, Vendor has to calculate the Working Day of the planned pick-up of the Products considering the Leadtime specified by Purchaser separately.
- 10.8. Vendor shall notify the carrier of the Products' readiness for dispatch by 12 noon at the latest on the Working Day before the planned pick-up of the Products. The notification of dispatch readiness shall be made in Writing on the basis of the carrier's formats, templates, procedures and communication media, which have been agreed to with Purchaser. The notification of the readiness for dispatch shall contain the following data:
- (i) shipping location and specific loading point,
 - (ii) quantity, type and Purchaser's identification numbers of all loading units,
 - (iii) gross weight and dimensions per loading unit, including pile factor (in case stackability is restricted or not possible) particularly for alternative and cardboard packaging,
 - (iv) pickup day,
 - (v) agreed date and time of delivery to Purchaser,
 - (vi) Purchaser's place of delivery and unloading point (including address and Purchaser's unloading point number) and plant code,
 - (vii) information in the case of dangerous Products, and
 - (viii) information in the case of customs Products;
 - (ix) any other documents or information the carrier may require.
- 10.9. Vendor shall grant access to the shipment area (ramps/loading area) on its business premises to the carrier, provided that the carrier complies with the statutory and other provisions (e.g., rest periods, presence of safety gear) and it does not conflict with Vendor's Trade Secrets.
- 10.10. In the event that the notification of readiness for dispatch completed by Vendor contains incorrect or incomplete information, or Vendor otherwise violates its duties in the scope of the transport process, any additional costs incurred shall be borne by Vendor. Insofar as the carrier has legal claims for reimbursement of failure freight and/or stall fee, Vendor shall reimburse the carrier directly for these charges.
- 10.11. All courier, express and parcel shipments (CEP shipments) shall be carried out solely by CEP-service providers to which Purchaser agrees.

10.12. Special transports at the expense of Purchaser are only permitted upon special request of Purchaser's material planning departments.

10.13. Purchaser shall send empty containers and pallets at its own expense unless otherwise agreed in Writing. Generally, a pallet exchange does not occur.

11. SOCIAL RESPONSIBILITY

11.1. For Purchaser it is of paramount importance that corporate activities take account of social responsibility as a whole. This also applies to all its suppliers.

11.2. Vendor shall comply with all applicable laws, standards and official rules and regulations, including antitrust and competition law, prevention of corruption, prevention of money laundering, export control and data protection. Vendor shall comply with and implement the "VDL Nedcar Site Rules for Suppliers" and "VDL Groep Code Of Conduct".

11.3. Vendor shall further comply with the Directives of the UN Initiative Global Compact (Davos, 01/99) and the principles and rights set approved by the International Labour Organization (ILO) in its "Declaration on fundamental principles and rights at work"(Geneva 06/98) and the European "Directive on the enforcement of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services and amending Regulation (EU) No 1024/2012 on administrative cooperation through the Internal Market Information System" (Brussels 05/14) and the UN Guiding Principles on Business and Human Rights (2011), and any regulations and documents replacing them.

11.4. In particular, Vendor shall comply to:

- a. preservation of human dignity and human rights, ban on child and forced labour;
- b. implementation of equal opportunities and family-friendly policies;

- c. no discrimination on the basis of race, religion, origin, nationality, age, handicap, marital status, sexual orientation, political affiliation, membership of a trade union or the like, gender, veteran status or seniority, ethical recruiting;
- d. the protection of indigenous rights;
- e. respecting land, forest and water rights and refrain from forced eviction;
- f. avoidance of conflict of interests;
- g. a ban on money laundering, bribery and extortion;
- h. a ban on counterfeit parts;
- i. maintenance of adequate social working conditions;
- j. implementation of whistle-blower procedures and retaliation protection;
- k. refrain from using security forces to interfere with the freedom of association;
- l. protection from individual arbitrary personnel measures;
- m. provision of working conditions that enable employees to enjoy a reasonable standard of living;
- n. provision of a remuneration that enables employees to secure their livelihoods and to enjoy social and cultural participation;
- o. positive and negative freedom of association;
- p. maintenance of employability by basic and advanced training;
- q. provision of information to personnel on the objectives, economic situation and current topics that affect the company and the personnel;
- r. responsible action by all personnel in relation to the environment;

- s. industrial health and safety standards;
- t. maximization of renewable energy use;
- u. protection of soil quality;
- v. promote bio-diversity, minimize land use and avoid deforestation;
- w. safeguarding of animal welfare and animal protection; and
- x. all relevant current laws, standards and official rules and regulations (including but not limited to antitrust and competition, export control and data protection, as well as the abovementioned topics).

11.5. In addition, Vendor has the following obligations:

- a. For the quantitative assessment of Vendor's resource efficiency as required by Purchaser, Vendor shall provide Purchaser, upon request, the following information relating to the total annual scope of orders placed by and supplied to Purchaser and its Affiliated Companies:
 - (i) total energy consumption in MWh;
 - (ii) CO₂ emissions from energy generated in-house and externally in metric tons;
 - (iii) total water consumption in m³;
 - (iv) process wastewater in m³;
 - (v) waste for disposal in metric tons;
 - (vi) waste for recycling in metric tons;
 - (vii) VOC emissions (volatile organic compound) in metric tons;
 - (viii) new suppliers that were screened using environmental criteria;

- (ix) negative environmental impacts in the supply chain and actions taken;
 - (x) new suppliers that were screened using social criteria (various items as per GRI standard);
 - (xi) negative social impacts in the supply chain and actions taken (various items as per GRI standards).
- b. Upon Purchaser's request, Vendor shall provide Purchaser data (including data on material usage) for a life cycle assessment relating to Products or parts thereof according to the data collection format for life cycle assessments of the VDA.
 - c. Vendor shall comply with any applicable recycling optimisation design requirements as may be issued by Purchaser. Upon Purchaser's request, a recycling concept has to be provided.
 - d. Vendor shall mark Products made of polymeric materials or metals as well as metallic coatings, in accordance with the relevant standards (VDA Material Data Sheet 260 "Components of motor vehicles – Marking of material" and/or any applicable requirements with respect to marking with trademarks and/or with part identification data, as may be issued by Purchaser).
 - e. For polymeric materials contained in Products, Vendor shall throughout the entire life cycle of the Products, comply with Purchaser's specifications and requirements derived from the applicable statutory targets and standards for hydrocarbon emissions of vehicles and shall adapt the production processes of the Products to comply with these requirements accordingly.

- f. Vendor shall comply with the requirements stated in VDL Nedcar Standard NC STRD (0107 to 0109) “Substances of concern” throughout the entire life cycle of the Products.
- (i) Vendor is responsible for registration and where necessary, authorization or notification of chemical substances contained in Products in accordance with the statutory requirements that apply to the concerned market (e.g., according to Regulation (EC) 1907/2006 (REACH), EU). In the event that a chemical substance being imported falls within the area of applicability of a relevant law, Vendor assumes responsibility for all obligations named above and all associated expenses.
 - (ii) For the respective Products, Vendor shall provide the required data as according to VDL Nedcar Standard NC STRD 0107 “Substances of concern – Materials and components, Prohibited and declarable substances” for the constituent substances/materials in the International Material Data System IMDS (<http://www.mdssystem.com>). The data provision forms an integral part of the scope of supply and Vendor shall comply therewith. This applies for e.g., to serial development, type approval and initial sampling inspection for PPA-Process.
 - (iii) In the event that Products are chemical substances, mixtures or materials, Vendor shall provide Purchaser with “safety data sheets” for such Products.
 - (iv) For Products which are labelled as dangerous Products for transport according to international dangerous Products regulation (e.g., ADR/RID, IMDG, ICAO/IATA), e.g., airbags, Vendor shall

provide Purchaser with safety information, for example in accordance with VDA recommendation 11-007.

- (v) If the Products are raw materials, then Vendor shall ensure according to the state-of-the-art and in compliance with the applicable thresholds, that such are free from radioactivity or radioactive contamination and ionizing radiation. For this purpose, upon request by Purchaser, Vendor shall conduct corresponding measurements and disclose their results.

11.6. Vendor warrants that, within the scope of the supply relationship, it shall only transmit such data to Purchaser as it is entitled to transmit.

11.7. In order to implement obligations, set out in this Clause 11, Vendor shall take appropriate training, information, control, and sanction measures in its organization, establish a responsible compliance function, and appoint it upon request.

11.8. Vendor shall ensure that all its suppliers, Sub-contractors and Representatives in the context of supplying Products, Tooling and/or services to Purchaser also comply with the Social Responsibility requirements in this Clause 11.

12. COMPLIANCE, WARRANTY AND LIABILITY FOR DEFECTS

12.1. Vendor will inspect the Products on compliance with the Supply Contract before transportation to Purchaser. Vendor undertakes to inform Purchaser immediately if there are indications that a quality problem has arisen or might arise and to take suitable countermeasures.

12.2. Vendor warrants to Purchaser and its Affiliated Companies that the Products shall comply with the LTSA (if concluded), the Specifications, and in particular with applicable drawings and additional documentation referenced in such drawings (including 3D-models, CAD-data, supplementary sheets, published

technical product specifications) as well as the corresponding specifications and requirements and responsibility split table (RASIC) in all particulars, unless otherwise agreed in Writing with Purchaser in a specific case, as well as the relevant PSA, the Delivery Schedule, the Purchase Order, the Supply Contract and any and all Annexes and documents referred to in these documents.

If the aforementioned drawings, documentation, or specifications and requirements contain cross-references to other documents without indication of an issue date, the version valid at the time of the most recent release of the referencing document shall apply, unless Purchaser and Vendor have reached a different, separate agreement hereto.

- 12.3. Vendor further warrants that the Products shall comply with all laws and regulations in the relevant sales markets related to the Products, or products in which the Products are incorporated.
- 12.4. Vendor warrants to Purchaser that the Products are free from any defaults in manufacturing, material and design (if and to the extent that Vendor is responsible for such design) and are fit for the intended purpose/use by Purchaser, and taking into account the obligations of sellers of motor vehicles originating from Directive (EU) 2019/771 of 20 May 2019 (and any arrangements to replace this Directive), at the moment of delivery until the expiry of the warranty period that applies to the vehicles for which the Products are destined, or the expiry of the statutory period applicable in the jurisdictions where such vehicles are sold, should that be longer.
- 12.5. For all Products the warranty period ends on the sooner of:
- a. the expiration of any warranty period provided to end-customers of the Products or of the products into which the Products are incorporated; or
 - b. the fifth (5th) anniversary of the delivery date of the Products to Purchaser.

unless any longer warranty period prescribed by the national laws of any sales market into which Products or products into which the Products have been incorporated are supplied, and in such case that longer warranty period applies.

- 12.6. Vendor shall indemnify and hold Purchaser harmless from and against and costs incurred as a result of service fix campaigns (including expert costs and reasonable legal costs).
- 12.7. In the event that Vendor has entered into a Written warranty agreement applicable to the LTSA and/or Supply Contract regarding the Products, such warranty agreement shall apply in addition to these GTC. In case of a discrepancy or deviation between a provision in the warranty agreement and a provision in these GTC, the provision in the warranty agreement prevails.
- 12.8. In addition to the above, Vendor shall indemnify and hold Purchaser and Affiliated Companies harmless from and against any Product Liability risks in relation to the Products which are attributable to Vendor and shall reimburse all the costs incurred and damages suffered by Purchaser in relation to Product Liability cases as well as recalls intended to avoid (further) Product Liability cases, or recalls based on imperative instructions by national authorities (including expert costs and reasonable legal costs). Parties shall intensively communicate with each other in case Product Liability risks appear with a view to reduce such risk at the shortest possible term.
- 12.9. If a defect is discovered before the defective Product has left Purchaser's production sites or that of an undertaking commissioned by Purchaser, Vendor shall be given the opportunity to remedy the defect or to replace the defective Products before production commences, provided that any such remedy does not cause any delay in Purchaser's production. If Purchaser cannot reasonably be expected to allow Vendor to remedy the defect or to replace the defective

Products due to operational reasons (including reasons related to the time and sequence of assembly) or if Vendor is not able to remedy or replace the defective Products, then Purchaser shall have the right either (a) to remedy the defect itself at Vendor's cost or (b) to have it remedied by a third party at Vendor's cost or (c) return or scrap the defective Products at Vendor's cost in accordance with the following terms.

Vendor shall in the case of (c), within the time frame prescribed in the applicable Supplier Quality Manual communicate whether Purchaser should return the affected Products to Vendor or scrap them. If Vendor does not communicate its decision to Purchaser within the abovementioned period, then Purchaser will scrap them at Vendor's cost. Vendor shall not be entitled to make any further claims in this regard. If Products are repeatedly delivered in a defective condition, Purchaser shall have the right to terminate the LTSA and/or any Supply Contract for cause, provided that Purchaser has notified Vendor in Writing that the Products are defective, and Vendor continues to supply defective Products after such notification. In each case described under this Clause, Vendor shall indemnify Purchaser against all damages and losses incurred by Purchaser resulting from the delivery of defective Products.

12.10. If a defect is discovered after the defective Product has left Purchaser's production sites or that of an undertaking commissioned by Purchaser, Vendor shall indemnify Purchaser against all damages and losses incurred by Purchaser resulting from the delivery of defective Products.

12.11. Where possible, upon Vendor's request, defective Products within the meaning of this Clause will be made available to Vendor at Vendor's cost.

13. DELIVERY, DELIVERY TIMES AND DELAY

13.1. Delivery dates and quantities shall be determined by the Supply Contract, more specifically in the Purchase Order and/or Delivery Schedules. The delivery time

is binding. Vendor shall deliver Products "just-in-time", i.e. at an appointed time of delivery without delay immediately prior to the serial production, or "just-in-sequence", i.e. in the correct sequence of delivery as specified in the Delivery Schedule.

13.2. The delivery of the Products shall take place FCA (Incoterms 2020), unless otherwise agreed in Writing.

13.3. As delivery time, sequence and quantities are of the essence for the contract fulfilment, Vendor accepts that Purchaser may reject and/or return at Vendor's expense any delivery of Products (or part thereof) received before or after the delivery date or in a different sequence or quantity than specified in the Delivery Schedule and/or Purchase Order. Vendor shall bear the procurement risk along the supply chain, unless the Parties have agreed otherwise.

13.4. Vendor agrees to take all actions necessary and appropriate to ensure that the Products reach Purchaser as required under the relevant Supply Contract. Should concrete circumstances or events become known to Vendor which will or could lead to non-compliance with an agreed delivery date, sequence, or delivery quantity (hereinafter "**Critical Supply Situation**"), Vendor shall take all necessary and appropriate corrective measures and without undue delay inform Purchaser. Upon request by Purchaser, Vendor shall also inform Purchaser of abstract risks which could lead to a Critical Supply Situation and demonstrate protective and contingency plans.

13.5. If Vendor breaches its delivery obligations, Purchaser may claim compensation for resulting damage, including lost profit and lost contribution margins. This shall not apply if Vendor is not responsible for the breach of the delivery obligation. Purchaser can only claim compensation for lost profit if the delivery date has been exceeded by more than ten (10) Working Days.

14. TRANSFER OF RISK

14.1. Unless otherwise agreed between the Parties in Writing, the risk of damage or loss to the Products shall transfer to Purchaser in accordance with the Incoterm "FCA". Vendor shall not change any place named in connection with any Incoterm without Purchaser's prior Written consent.

15. NOTICE OF DEFECTS

15.1. Purchaser shall conduct an inspection of incoming Products only with respect to externally visible transport damages, the quantity of containers according to the loading list as well as regarding identity deviations of the delivered Products from the Products specified in the shipping documents and notify Vendor of any such defects without undue delay.

15.2. Moreover, Purchaser shall conduct an inspection of incoming Products in (visible) compliance with the technical specifications IATF 16949 and notify of any defects of the delivery once such has been discovered by Purchaser in the ordinary course of its business.

16. INVOICING AND PAYMENT

16.1. The exchange of billing documents, both for the Self-billing Procedure and for the invoicing procedure, is done electronically via Purchaser (EDI Invoicing/XML Format).

16.2. The invoicing of Vendor shall be carried out in the Self-billing Procedure, if permitted by law. Sending separate invoices to Purchaser is not necessary since invoicing will be done based on the receipt of Products and the terms agreed in the Supply Contract. If Vendor is invoiced not by means of a self-billed invoice, Vendor shall submit a commercial invoice using the invoice procedure.

16.3. For customs purposes regarding import deliveries, Vendor shall attach a commercial invoice in English, in duplicate, to the shipping documents. Such commercial invoice shall include the required data as set out in this Clause and Clause 17.

16.4. The original invoice shall be sent to Purchaser's invoice verification and accounts payable department or (if specified on the relevant Purchase Order) to its billing address. Such invoices shall comply with the requirements of the national law, including, but not limited to, the requirements of the applicable taxation legislation. Further, the invoices shall include the following data:

- a. Purchaser's full corporate name and full address of the registered office;
- b. in case of intra-European (EU) deliveries: VAT ID of Purchaser as well as VAT ID of Vendor;
- c. in case of billing without VAT: the reason for the tax exemption and the reference to the corresponding regulation of tax legislation;
- d. origin of the Products;
- e. for all invoices showing foreign tax or for deliveries outside the Netherlands: the legal billing requirements of the respective country shall be implemented (e.g., indication of tax amount and exchange rate in local currency, etc.);
- f. supplier number of the invoicing party assigned by Purchaser and, if otherwise stated: the indication in whose name and on whose behalf as well as tax number the invoice is issued. If the invoicing party acts in its own name, the order shall also be issued to it (invoicing party = contracting Party);
- g. supplier number of Vendor/contractor assigned by Purchaser and/or supplier number of the recipient of payment assigned by Purchaser;

- h. Purchaser's Purchase Order number (if applicable);
 - i. Purchaser's part number;
 - j. Vendor's delivery note number;
 - k. date of shipment of the Products (explicitly stated on the invoice), delivery location / unloading point;
 - l. in case of re-delivery of a prior delivery to Purchaser: Delivery note number indicated by Purchaser with respect to the sad prior delivery;
 - m. For Tooling:
 - (i) tool location including full address (a separate invoice is required for each tool location country);
 - (ii) whether it is an acquisition of property, a tool cost sharing or a right of use.
- 16.5. Invoices which fail to meet the requirements may be rejected by Purchaser. Vendor will be notified; costs arising therefrom will be invoiced to Vendor. In such case the term allowed for payment shall begin on the day of receipt of the new, due and proper invoice, which meets the requirements.
- 16.6. Any change of the recipient of payment or the invoicing party requires Purchaser's prior Written consent. Any change in the flow of Products/flow of invoices from the place of origin of the Products to Purchaser has to be communicated in Writing to Purchaser in advance. Costs resulting from not meeting these requirements shall be borne by Vendor.
- 16.7. Payment of invoices will be made within the payment period agreed in the Supply Contract:
- a. If the invoicing is done per self-billed invoice, then the receipt of the Products at the demand location or the acceptance with confirmation of

- performance will be decisive for calculating the start of the payment period;
- b. If the invoicing is not done per self-billed invoice, then the receipt of the Products at the demand location or the acceptance with confirmation of performance, as well as in each case the receipt of a proper, auditable invoice which corresponds to the requirements of Purchaser, will be decisive for calculating the start of the payment period.
- c. for the calculation of the payment period for a service which was performed prior to the due date, such service will count as performed on the due date which was agreed.

If no payment period is agreed between the Parties, the payment period will be on the 25th calendar day of the month following on the month that Purchaser received the invoice.

- 16.8. The mode of payment will be by bank transfer. Vendor is obligated to provide current accurate bank information, and upon request, to confirm such. Transfer fees will be split (transfer charge code "Share"), unless otherwise agreed. Purchaser is authorized to settle Vendor receivables in a currency other than that of the Supply Contract currency if Vendor's account probably does not enable payment in the currency of the Supply Contract. The conversion rate in such case will be that which is effective on the payment day.
- 16.9. Payment by Purchaser for any Products neither indicates nor constitutes acceptance of such Products.

17. CUSTOMS, ORIGIN AND EXPORT CONTROL AND SUPPLY CHAIN SECURITY

- 17.1. For customs purposes, Vendor shall attach a complete commercial invoice according to applicable legal requirements, which shall include information on the description of the Products, customs tariff number and origin, in English

and in duplicate to the shipping documents. Any deviation from this procedure is only permitted subject to Purchaser's prior Written consent.

- 17.2. For deliveries incurring customs duties, the invoice shall additionally specify as separate items:
- a. costs not included in the price (such as commissions, broker fees, license costs, Tooling costs);
 - b. costs included in the price (such as cost of assembly and freight cost);
 - c. value of repairs carried out according to costs of materials and wages; and
 - d. value of components contributed by Purchaser related to the Products delivered.
- 17.3. Even if deliveries are made free of charge, an indication of value is still required with a note "For Customs Purposes Only", which should reflect usual market price. Either the invoice or the delivery note shall include the reason that the delivery is made free of charge (e.g., free of charge sample deliveries).
- 17.4. Should further official documents or documents of accredited inspection bodies be required for the intended use of the Products as per Purchaser's specifications and requirements in the case of imports or exports, for the type approval, for the proof of product conformity, for the purpose of the Carbon Border Adjustment Mechanism (CBAM) or for other legal requirements, Vendor shall at its own cost procure such documents for Purchaser without delay and make them available to Purchaser via the transmissions system prescribed by Purchaser (e.g., post, email, exchange server, IT system).
- 17.5. Vendor shall make a binding communication by means of a supplier's declaration to Purchaser of the non-preferential and preferential origin of the Products as well as any modification thereof by either:

- a. to the Finance department (Customs and export control Section) of Purchaser and submitting the required origin data electronically within fourteen (14) days after the receipt of Purchaser's request, or
- b. in exceptional cases and after Written consent by Purchaser, communicating the origin data in Written form within fourteen (14) Working Days upon receipt of Purchaser's request but at the latest by the time of the first delivery of the Products. The Written form is maintained if an authorized representative of Vendor signed by hand in the original or, if permitted by the respective agreements of origin, Vendor sends the origin data to Purchaser by email or electronically via the respective EDI interface.

Without prior Written approval from Purchaser, origin declarations printed upon the business forms of Vendor will not be recognized by Purchaser, unless required by law.

- 17.6. If Vendor supplies Products, which may be granted preferential treatment in the import country, Vendor shall attach a suitable proof of origin to that shipment (e.g., EUR 1, declaration of origin). Such proof is required with every such shipment in a legal format accepted by the customs authority of the country of import. To the extent that the respective preferential agreement offers the possibility of issuing proof of origin for multiple shipments, this shall be transmitted by Vendor as described in this section. Vendor is obliged to obtain the necessary registrations or permits (e.g., from customs authorities) on its own responsibility. If proof of origin is required by virtue of other local import rules in the country of import, Vendor shall likewise provide Purchaser with such proof.
- 17.7. Vendor shall provide Purchaser with all such support as may be necessary to enable Purchaser to reduce or minimize its obligation to pay customs duties.

Vendor shall examine existing customs suspensions or punitive tariffs (e.g., “exclusions” under US law) and notify Purchaser. If these customs suspensions are applicable, they shall be applied for. Upon Purchaser’s request, Vendor commits to implement, particularly in the EU, customs procedures with commercial impact pursuant to Art. 210 of Regulation (EU) 952/2013 (European Customs Code), to carry out Products origin investigations for his Products and to obtain appropriate preliminary evidence in its supply chain (in UK: GBEORI Statement on Origin for multiple shipment (SoO fmS) or submit declarations (affidavits) pursuant to customs rules of third countries in close coordination with Purchaser. If Vendor participates in an US Foreign Trade Zone, MX IMMEX or comparable program (hereinafter “Programs”), then Vendor undertakes towards Purchaser that it will comply with all applicable legal standards and regulations in connection with such Programs, as well as timely and in correct form, and with complete and correct content, provide Purchaser with all necessary information for its compliance with its duties under such Programs. In addition, Vendor shall inform Purchaser in Writing of applicable anti-dumping measures (e.g., for aluminium, steel) and punitive tariffs on imports into the corresponding importing countries.

- 17.8. For any and all questions and instructions arising out of or required in connection with customs and declarations of origin, Vendor shall contact Purchaser’s respective customs department. Unless otherwise agreed, customs clearance in the country of export shall be the responsibility of Vendor and customs clearance in the country of import shall be the responsibility of Purchaser. If Vendor assumes responsibility for customs clearance in the country of import without Purchaser’s prior Written approval, Vendor shall bear the costs of such clearance.
- 17.9. Vendor shall ensure supply chain security and observe legal requirements. Vendor shall, upon Purchaser’s request, provide reasonable evidence such as

certificates or declarations (for example in the AEO security statement, explanations in the scope of Customs-Trade Partnership Against Terrorism (C-TPAT) or similar programs), to support Purchaser in official audits and ensure a comparable standard of care towards Vendor’s business partners. If Vendor is supplying a production plant or logistics facility of Purchaser from a dispatch location or via an airport which is located in a member state of the European Union by air freight (also as a substitute for a standard sea freight process), Vendor shall hand over the Products to a ‘regulated agent’ in the sense of Art. 3 Para. 26 Regulation (EC) 300/2008, assigned by Purchaser in such condition that the Products can be transported according to Annex 6.1.1. and Annex 6.3.2. of Regulation (EU) 1998/2015 on a passenger plane without further security checks as according to Annex 6.2 of Regulation (EU) 1998/2015. If the dispatch location of Vendor is certified as ‘known sender’ in the sense of Art. 3 Sec. 27 Regulation (EC) 300/2008 or as ‘regulated agent’ in the sense of Art. 3 Sec. 26 of Regulation (EC) 300/2008, Vendor shall inform Purchaser about this fact. Vendor shall notify Purchaser’s Finance department (Customs and export control Section) of any foreseeable changes or threats to this status without undue delay.

- 17.10. Vendor shall inform Purchaser:
- a. of any possible export restrictions applicable to the Products and technologies (e.g., registrations in accordance with the Dual-Use Regulation or comparable regulations);
 - b. if and to the extent the Products and technologies are subject to any export/re-export license under US law/US regulations and/or EU law/EU regulations; and
 - c. of the relevant classification number applicable (e.g., ECCN - Export Control Classification Number for US products, “AL-Number” for

Products and technologies listed in the German Export Control (TBC) List (or other European equivalent), the “Dual-Use-Number” for Products and technologies in accordance with the DualUse Regulation, etc.); as well as

d. of any possible exemptions for the Products and technologies.

Vendor shall provide the aforementioned notices and information directly to Purchaser’s Finance department (Customs and export control Section). Upon Vendor’s request, Purchaser will provide Vendor with the required declarations/notifications.

18. RIGHT OF RETENTION AND SET-OFF

- 18.1. Vendor shall not have any rights to suspend or refuse performance or rights of retention or set-off against a claim of Purchaser or to enforce a claim in connection with the LTSA and/or a Supply Contract of its own unless this done with prior consent of Purchaser in respect of an undisputed or legally established claim of Vendor. This shall apply in particular to Vendor’s obligation to supply in accordance with the LTSA and Supply Contract, the fulfilment of which obligation Vendor shall not be entitled to refuse or suspend by reference to its own, unrecognized, or not legally established claim or ongoing negotiations with Purchaser.
- 18.2. Vendor may not assign its claims or receivables hereunder without the prior Written consent of Purchaser.
- 18.3. Where delivery is not made in accordance with the LTSA and/or Supply Contract, Purchaser shall be entitled to withhold a proportional amount of the price until Vendor has fulfilled its obligations in full.
- 18.4. Purchaser receivables which arise from the LTSA and/or Supply Contract, or which are in connection therewith, are immediately due unless otherwise agreed in an individual case.

- 18.5. Purchaser shall be entitled to off-set its claims against receivables of Vendor and also receivables that are assigned from Vendor to any third party. Purchaser may convert its receivables at the day rate of the offset to the currency of Vendor’s receivable. Moreover, Purchaser is entitled to off-set its claims against Vendor’s claims, also regarding receivables to which any of the Affiliated Companies are entitled to against Vendor.

19. FORCE MAJEURE

- 19.1. Neither Party shall be liable for being prevented from the proper performance of the Supply Agreement as a result of Force Majeure, provided it immediately notifies the other Party thereof in Writing, stating the nature, expected duration and foreseeable effects.
- 19.2. In case of Force Majeure, and if the Parties have agreed that Vendor should maintain a buffer stock for the Products and/or the spare parts, or in case of a Critical Supply Situation, Vendor shall notify Purchaser of the current inventory level at monthly intervals (or within another reasonable interval to be requested by Purchaser).

20. LIABILITY AND DAMAGE COMPENSATION

- 20.1. If Vendor breaches an obligation under the LTSA and/or Supply Contract, Purchaser may claim compensation for resulting damage, unless otherwise provided by these GTC. This shall not apply if Vendor is not responsible for the breach of duty, but the relevant statutory provisions require Vendor’s responsibility.
- 20.2. Vendor shall indemnify, defend and hold Purchaser and its Affiliated Companies harmless against all liabilities, costs, damages, losses and expenses (including in- and out-of-court costs, legal fees and expenses) occasioned by or arising out of any legal claim for death, personal injury and/or property damage, which

results from or are attributable to (a) defective Products or any product in which this defective Product was assembled; (b) Vendor's breach of its obligations under the LTSA and/or the Supply Contract; (c) intentional misconduct or negligence of Vendor; and (d) Vendor's non-compliance with any applicable law, statutes, regulation, provisions or notices.

- 20.3. If Vendor's Representatives are on Purchaser's premises, Vendor shall be and is, without prejudice to Vendor's liability for agents and other auxiliary persons according to applicable statutory rules, responsible for the acts and omissions of its Representatives on or in the proximity of Purchaser's premises, and shall indemnify, defend and hold Purchaser harmless against liability for damage to property or injury or death to persons (including in- and out-of-court costs, legal fees and expenses) arising out of acts or omissions of the Representatives whether pursuant to performance under a the LTSA and/or Supply Contract or otherwise. The duty to indemnify under this Clause shall not apply insofar as the claim is caused by Purchaser's negligence or intentional misconduct.
- 20.4. In the event that Vendor delivers defective Products and Purchaser therefore conducts a recall of Products into which the relevant Products have been incorporated, due to legal obligation or upon consultation of relevant authorities, Vendor shall hold Purchaser and its Affiliated Companies harmless against liabilities, costs, damages, losses, claims and expenses (including in- and out-of-court costs, legal fees and expenses) occasioned by or arising out of or attributable to such recall. While making a decision for such action to recall, Purchaser will exercise reasonable discretion and duly consider Vendor's interests.
- 20.5. If a third party asserts a claim against Purchaser or one of its Affiliated Companies for death, personal injury and/or property damage, which, according to the third party's allegation, was caused by (a) defective Products or any product in which this defective Product was assembled; (b) Vendor's

- breach of its obligations under the LTSA and/or a Supply Contract; (c) intentional misconduct or negligence on the part of Vendor; or (d) Vendor's non-compliance with any applicable law, statutes, regulations, provisions or notices, Vendor and Purchaser shall in good faith, immediately attempt to reach an agreement specifying the terms under which Vendor and Purchaser would apportion responsibility and liability for the defence of any such third party claim as well as the financial burdens arising therefrom.
- 20.6. This Clause 20 shall nonetheless apply whether the stated costs, damages, losses, claims and expenses mentioned above are incurred by Purchaser itself or its Affiliated Companies. However, Vendor shall not be liable according insofar as the liabilities, costs, damages, losses, claims and expenses mentioned are caused by negligence or intentional misconduct of Purchaser or one of its Affiliated Companies.
- 20.7. If a third party asserts a claim against Purchaser, which may be the subject of the indemnification provided for in these GTC, Vendor shall provide Purchaser with appropriate and reasonable assistance in the defence and prosecution of claims upon Purchaser's request.
- 20.8. If Vendor or one of its Affiliated Companies has entered into any culpable agreement or has undertaken any other conduct with respect to the delivery of the contractual supplies, which constitutes an unlawful restraint of competition according to applicable antitrust rules (in each case determined by a final regulatory or judicial decision), then Vendor shall pay to Purchaser eight (8) percent of the net invoice amount of the supplies affected by such violation of antitrust law as damages, unless Vendor can prove that Purchaser has suffered no or only lesser damage. This obligation shall survive termination or fulfilment of the LTSA and any Supply Contract. Any other or further contractual or statutory claims of Purchaser shall remain unaffected; in

particular, Purchaser may claim higher damage upon presentation of relevant proof.

21. VDL GROEP

21.1. Only the Purchaser, that concluded a Supply Contract, is liable under said Supply Contract. There is no several and joint liability between Purchaser and any of the Affiliated Companies of the VDL Groep.

21.2. All that is stipulated in these GTC in the benefit of Purchaser, applies to any of the Affiliated Companies as an irrevocable and gratuitously made third party clause within the meaning of Article 6:253 Dutch Civil Code.

22. TERMINATION OF A SUPPLY CONTRACT

22.1. Purchaser may terminate a Supply Contract for extraordinary reasons by Written notice to Vendor, if Vendor:

- a. commits a breach of the Supply Contract, for which there is no remedy; and/or
- b. commits a breach of the Supply Contract, which is capable of remedy but fails to remedy the breach within thirty (30) calendar days of a notice from Purchaser specifying the breach and requesting it to be remedied; and/or
- c. violates applicable law and/or regulations, provided that a continuing collaboration is unreasonable for Purchaser because of such violation, considering all circumstances and weighing the mutual interests of both Parties; and/or
- d. offered, promised or granted a benefit of any kind to another business representative (including but not limited to an employee of Purchaser) or public official which could be suitable to unduly influence such

representative in connection with the negotiation, decision-making process or performance of the Supply Contract.

22.2. Purchaser and Vendor shall each be entitled to extraordinarily terminate the respective Supply Contract by giving Written notice, without the observance of a notice period, if there is a significant deterioration in the economic situation of the other contracting Party, including if insolvency or over-indebtedness is imminent or the application for the opening of insolvency proceedings has been rejected or the opening of such proceedings has been refused.

22.3. If Purchaser is entitled to terminate a Supply Contract in accordance with this Clause, then Purchaser may also terminate other contracts (including an LTSA) with Vendor if a continuance of such other contract(s) would be unreasonable for Purchaser. Other or further termination rights of the Parties, e.g., according to the LTSA shall remain unaffected.

22.4. Termination of any Supply Contract under this Clause shall be without prejudice to the accrued rights and duties of the Parties and shall not affect the applicability or further applicability of any provision which expressly or implicitly should apply following a termination.

23. INTELLECTUAL PROPERTY RIGHTS

23.1. Upon Purchaser's request, Vendor shall specify any and all IPR's known or becoming known to it, which are used in the design or manufacture of, or which otherwise affect or relate to the Products.

23.2. To the extent that Purchaser is responsible for the design of the Products, in whole or in part, all IPR's shall owned by Purchaser, or transferred to Purchaser for free at its first request.

23.3. To the extent that Vendor is fully responsible for the design of the Products, Purchaser and its customers shall be licensed by Vendor, at no additional costs,

to make use of Vendor's IPR's to the extent necessary in order to use the Products for their intended purpose.

- 23.4. In the event that Vendor is notified of an (allegation of) infringement of any third party rights, Vendor shall take all necessary steps to secure a supply of Vendor's Products by Purchaser without such infringement, which may be done, for example, by taking license or redesigning the Products (according to all contract requirements and qualification specifications) or taking other adequate steps.
- 23.5. The Parties shall inform each other forthwith of all such third party infringements or allegations of third party infringements of which they become aware. Purchaser is free to select its own legal representative for the defence of any such claims or actions, subject to Vendor's consent, which shall not be unreasonably withheld. Vendor shall assist Purchaser in its investigation, defence or handling of any such claims, including the provision of any documents required for the defence by Purchaser. If Purchaser considers that it may be desirable for Vendor to join legal proceedings, Vendor shall consult with Purchaser and consider any reasonable request for Vendor to join legal proceedings. However, the decision to intervene in an action remains Vendor's sole decision.
- 23.6. Irrespective of any warranty claims, Vendor shall indemnify, defend and hold Purchaser and its Affiliated Companies harmless from and against all liabilities, costs, damages, claims and expenses (including in- and out-of-court costs, legal fees and expenses, as well as any costs arising from settlement agreements of such claims or actions) incurred by Purchaser or its Affiliated Companies as a result of any claim arising out of the intellectual property rights of any third party with respect to the Products or the use thereof. Claims against Vendor shall be time-barred after three (3) years. The limitation period begins at the end of the year in which the corresponding claim arose, and Purchaser became

aware of the circumstances giving rise to the claim or had to become aware without gross negligence, but at least regardless of knowledge or grossly negligent lack of knowledge within ten (10) years from delivery of Products.

- 23.7. Notwithstanding the foregoing, Vendor shall not be liable to the extent that the infringement of intellectual property rights of a third party results from the production of the Products in accordance with Purchaser's technical instructions, namely through drawings, designs or similar descriptions provided by Purchaser, and Vendor despite taking diligence customary in the industry concerned did not know and could not have known that following these instructions would result in an infringement of third party's intellectual property rights.

24. SUB-CONTRACTORS

- 24.1. Vendor shall not assign the rights or the duties of an LTSA and/or any Supply Contract, in whole or in part to any third party without the prior Written consent of Purchaser, unless and to the extent otherwise indicated in the LTSA. This consent shall not be withheld on unreasonable grounds.
- 24.2. In the event of Sub-contracting, Vendor is obliged to carefully select and monitor the Sub-contractor and to involve the Sub-contractor in the information and work processes in an adequate and appropriate manner. Vendor shall ensure that each of its Sub-contractors is contractually bound to Vendor to comply with the terms of the LTSA and Supply Contract that the obligations are passed on accordingly along the supply chain.
- 24.3. The commissioning of Sub-contractors does not in any way affect the legal responsibility and liability of Vendor towards Purchaser for any acts or omissions of its Sub-contractors; Vendor remains fully responsible and liable for the Products sold and supplied to Purchaser.

24.4. CONFIDENTIAL INFORMATION

- 24.5. Each Party shall only use Confidential Information in connection with the LTSA and the Supply Contract. Each party undertakes to neither pass such Confidential Information on to third parties nor otherwise make such accessible in any other way, and to take all reasonable precautions in order to prevent any access by third parties. Confidential Information shall be kept secure and protected from access by third parties, with at least the same measures as for the Party's own confidential information. This confidentiality shall be maintained until three years following the end of the last Supply Contract between the Parties.
- 24.6. No Party shall disclose any Confidential Information, except:
- a. to the extent required by any applicable laws or stock exchange regulations or any governmental authority and, to the extent reasonably possible, after consultation with the other party about the timing and content of such disclosure;
- 24.7. If and to the extent that it becomes necessary in the scope of their business relationship (need-to-know-principle), Vendor and Purchaser may forward Confidential Information to:
- a. their Affiliated Companies; and
 - b. professional advisers bound by a duty of confidentiality, to the extent necessary for any lawful purpose.
 - c. third parties (e.g., cooperation partner and Sub-contractors) which in each case are contractually bound to such party, in connection with the LTSA and/or Supply Contract, if such is not excluded in the individual case for specific Confidential Information,
- provided that the recipient is not a Competitor of the other party and to the extent permitted by law. The Parties shall ensure that prior to the forwarding of

Confidential Information the recipient is bound by confidentiality obligations equivalent to this Clause and complies with such.

- 24.8. Information is not classified as Confidential Information if and to the extent that it:
- a. is or becomes publicly known without breach of the confidentiality obligations, or
 - b. was legally acquired by a third party, or
 - c. was already at the time of delivery known by the receiving party and not otherwise obtained by the receiving party, directly or indirectly, from the disclosing party under an obligation of confidentiality, or
 - d. was independently developed by the receiving party without use of or reference to the information of the other party.

A Party which claims one or more of the above-mentioned exceptions shall prove the underlying factual basis.

25. ADVERTISING

- 25.1. Neither party shall use the other party's copyrights, logos and/or trademarks without prior Written consent of the other party.
- 25.2. Any party may only bring the LTSA, a Supply Contract and the underlying relationship to the attention of third parties if the other party agrees. This obligation does not stand in the way of Purchaser to bring Vendor into legal proceedings in case of Product Liability litigation which is attributable to acts or omissions of Vendor. This also means that Vendor shall not publish in any manner, through marketing or in any other means, that Vendor has contracted with or has been supplying Products to Purchaser, unless such publication is required by mandatory law. In such case, Vendor shall nevertheless timely inform Purchaser prior to the statement concerned.

26. ELECTRONIC DATA INTERCHANGE (“EDI”)

26.1. Vendor shall comply with the requirements set out in Purchaser’s EDI implementation guidelines. Vendor shall ensure that the communication between the mail servers of Purchaser and those of Vendor is transacted via mandatory transport layer security, unless otherwise agreed with Purchaser.

27. STATEMENTS, AUDITS AND INSPECTIONS

27.1. To the extent allowed by law, Vendor shall at any time, upon prior Written notice, provide Purchaser with suitable information (including quarterly, semi-annual and annual financial statements together with related final reports including appendices and information on key business indicators) required for evaluating the current economic and financial situation of Vendor regarding its continuing ability to supply Products to Purchaser. Purchaser is obligated to keep this information strictly confidential unless the respective information is publicly available or becomes available without Purchaser’s fault.

27.2. Upon Written request by Purchaser, Vendor shall share information on non-financial indicators such as environment, employee and social concerns, respect of human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognized standards, e.g., in the form of a sustainability report in accordance with GRI compliance declaration. If due to statutory requirement Vendor is obligated to inform on its non-financial performance indicators, then the forwarding of such corresponding report will suffice.

27.3. Vendor warrants that the information provided with regard to its economic and financial situation as well as in reference to its non-financial performance indicators according is accurate, complete and – with regard to any date referred to in the documentation or information – current and fairly represents its actual economic, financial, and non-financial condition. Vendor warrants

that all financial statements of Vendor have been/are prepared in accordance with accounting principles generally accepted in its jurisdiction.

27.4. Upon forty-eight (48) hours’ notice, Purchaser shall be entitled to have access to Vendor’s premises during normal business hours and without interfering with Vendor’s business in order to inspect all documents, instruments, books and records relating to the LTSA, any Supply Contract or the Products which are subject of such LTSA and/or Supply Contracts, or to Vendor’s manufacturing process. Alternatively, Purchaser and Vendor may agree to conduct a remote or hybrid audit. Purchaser is entitled to have the audit carried out by a qualified external company bound to confidentiality regarding third parties unless such company is a Competitor of Vendor. The right of access and inspection shall be limited to those areas which are necessary for this purpose and confidentiality obligations which may exist towards third parties shall be respected. Vendor agrees to maintain all such records for at least ten (10) years after the last delivery of the Products to Purchaser unless otherwise agreed or where a longer period is required by law.

27.5. In the event that any authorities responsible for vehicle safety standards demand inspection of the production process and disclosure of the test records, Vendor shall, upon request of Purchaser, give such authorities access to such records and provide them with any support as may reasonably be expected.

28. INFORMATION SECURITY

28.1. If software is used or delivered in connection with an LTSA and/or Supply Contract, this software shall not contain any defaults which Vendor could have detected in accordance with the state-of-the-art, and/or features which endanger the integrity, trustworthiness, and availability of the contractually

agreed Products (including software), other hard- and/or software, or Data, including no feature:

- a. for unwanted transmission/extraction of Data;
- b. for unwanted change/manipulation of Data or process logic; or
- c. for unwanted initiation of Data or unwanted feature expansions.

“Unwanted” in this sense is a feature which Purchaser did not request, and/or Vendor did not offer in its specific description of the feature and its effects, and/or which Purchaser also did not accept in Writing in the individual case.

28.2. Vendor shall utilize state-of-the-art technical and organizational measures to ensure Information Security to secure Purchaser’s Data and its own Data which is necessary for the delivery of the Products. At Purchaser’s request, Vendor shall prove the implementation of these measures (e.g., ISO/IEC 27001, ISO/IEC 62443, ISO/SAE 21434) without additional remuneration. Vendor shall strictly segregate and handle separately Purchaser’s Data (with the exception of email communication) from Data from other customers and employ appropriate protective mechanisms against access by other customers to such Purchaser’s Data. Insofar as the backup or processing of Purchaser’s Data is part of the provision of services, Vendor shall take all precautions in accordance with the state-of-the-art in order to be able to restore this Data at any time in a legally secure and loss-free manner.

28.3. Depending on the type and protection requirements of the affected Purchaser Data, or the significance of the Products’ delivery by Vendor for the business operations of Purchaser, Purchaser may demand from Vendor an appropriate level of security measures and maintenance on Information Security during the entire term of the LTSA and any Supply Contract and during the Project Period as well as proof as prescribed by Purchaser of an appropriate Information Security level within Vendor’s operations; in particular by submission of the

appropriate certificates (e.g., ISO/IEC 27001 “Information technology – IT Security process – Information’s Security Management Systems – Requirements”) or by certification according to the VDA model “TISAX” (“Trusted Information Security Assessment Exchange”). The Parties may agree an appropriate deadline for the first-time certification of a site according to “TISAX”.

28.4. Vendor shall ensure that no possibly damage-causing software (e.g., viruses, worms or trojans) is deployed in connection with the LTSA and any Supply Contract, e.g., in included drivers or firmware. Vendor shall check such in accordance with the state-of-the-art and, upon request by Purchaser, shall confirm In Writing that upon such check Vendor found no indications of damage-causing software.

28.5. If Vendor obtains knowledge of an Information Security Incident or if there are indications for Vendor which upon reasonable assessment justify the suspicion of such Information Security Incident, then Vendor shall, without undue delay and for Purchaser without additional remuneration:

- a. inform Purchaser thereof; and
- b. take all necessary steps to clarify the matter and limit the damage, as well as support Purchaser hereby; and
- c. accept all appropriate measures taken at Purchaser as a result of the Information Security Incident by Purchaser to protect Purchaser’s IT infrastructure (e.g., disconnection of IT system connections); and
- d. ensure trouble-free reconnection to Purchaser’s IT infrastructure; and
- e. support Purchaser in the recovery of the Data if the Information Security Incident causes an interruption or delay in the delivery of Products, a decrease in the operations efficiency or the loss of Data; and

- f. upon Purchaser's request, provide all relevant details regarding the Information Security Incident, including Indicator of Compromise (IOC), Tactics, Techniques and Procedures (TTP) or an incident closure report; and
- g. upon Purchaser's request, provide a security report for a specified period. The necessary content of such report shall include results of the security checks, identified Information Security risks, as well as identified Information Security Incidents and their handling.

Vendor's obligations arising from the LTSA and Supply Contract shall remain unaffected.

- 28.6. Before the first delivery of Products, Vendor shall notify Purchaser of a central contact person for Information Security and inform Purchaser of any changes without undue delay.
- 28.7. With regard to its obligations under this Clause, Vendor will make suitable contractual arrangements in relation to its suppliers and Sub-contractors where necessary.
- 28.8. If Purchaser becomes aware of an infringement of the agreed implementation and maintenance of Information Security, the existence of an Information Security Incident or if there are reasonable indications of this, Purchaser has the right to ensure compliance with the requirements for Information Security via audits. Vendor shall tolerate Purchaser's audits and provide cooperation services such as information, insofar as this is necessary for the audit. Purchaser is entitled to have audits carried out by a qualified external company bound to confidentiality regarding third parties unless such company is a Competitor of Vendor. Statutory control and information rights of Purchaser are neither restricted nor excluded by this.

29. INSURANCE

- 29.1. Vendor shall at its own expense, obtain and maintain business liability insurance, Product Liability insurance and vehicle recall insurance of adequate coverage in line with industry norms, with a reputable and financially solvent insurance company. Such insurance shall cover Vendor's liability towards Purchaser and third parties to the necessary extent.
- 29.2. Where not otherwise required pursuant to any applicable Incoterm, Vendor shall oblige any carrier engaged by Vendor to insure the carrier's liability.
- 29.3. Vendor shall duly insure Tooling and – if requested – prove evidence of adequate insurance coverage for the Tooling.
- 29.4. At any time upon Purchaser's request, Vendor shall immediately provide Purchaser with proof of the existence of and the extent of coverage of required insurance coverage. Existence of any insurance coverage shall not limit Vendor's obligations under the LTSA and the Supply Contract.

30. GENERAL PROVISIONS

- 30.1. For the avoidance of doubt: the obligations in these GTC also apply at the time when only the LTSA has been concluded, but the PSA/Delivery Schedule(s) c.q. the Purchase Order has not (yet) been issued.
- 30.2. No amendment, modification, termination or waiver of any provision of the LTSA or any Supply Contract, and no consent to any deviation by either party therefrom, shall under any circumstances be effective unless the same shall be in Written form and signed by both Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or request to Vendor in any event, case or occurrence, shall of itself entitle Vendor to any other or further notice or request in any similar or other circumstances.

- 30.3. The headings of the various Clauses of these GTC and the LTSA are solely for convenience and shall not be used for the purposes of interpretation.
- 30.4. If any provision in whole or part of the LTSA and/or a Supply Contract is held by any competent court or authority to be invalid or unenforceable, such shall be deemed severed and omitted so that the validity of the remaining portions hereof remain unaffected. If required, Purchaser and Vendor shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content is not materially altered.
- 30.5. No course of dealings between Vendor and Purchaser or any delay or omission of Vendor or Purchaser to exercise any right or remedy granted under the LTSA and/or Supply Contract shall operate as a waiver of such rights. Every right and remedy of Purchaser provided herein shall be cumulative, concurrent and in addition to any other rights and remedies available at law or in rules of equity under the applicable legal system.
- 30.6. Vendor warrants that at the time of the conclusion of the LTSA and at the time of the conclusion of any Supply Contract it has not filed an application for the institution of insolvency proceedings, and that there is no indication that such proceedings are likely to be warranted or instituted. Vendor further warrants that there is no indication that it is insolvent or over-indebted or is facing impending insolvency or over-indebtedness, which would provide grounds for the institution of insolvency proceedings. Vendor further warrants that it has not ceased making payments, either permanently or temporarily, or entered into negotiations with creditors for an out-of-court settlement or a deferment of payment in order to avert its inability to pay triggering the commencement of insolvency proceedings.

31. GOVERNING LAW AND DISPUTE RESOLUTION

- 31.1. Unless agreed otherwise in the LTSA, the LTSA, any PSA and Delivery Schedule and/or a Purchase Order, and any and all Supply Contracts, are governed by and shall be construed in accordance with the laws of The Netherlands. The Parties agree that the UN Convention for the International Sale of Goods (CISG) of April 11, 1980 is excluded.
- 31.2. All disputes arising out of or in connection with this LTSA, any PSA and Delivery Schedule and/or a Purchase Order, and any and all Supply Contracts, shall be submitted exclusively to the Amsterdam District Court before the Chamber for International Commercial Matters ("Netherlands Commercial Court", or "NCC District Court" (NCC¹)), the Netherlands. Proceedings shall be in the English language. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.
- 31.3. If Purchaser or an Affiliated Company of Purchaser is sued abroad by a third party for compensation for personal injury and/or property damage due to Product Liability, Purchaser can choose to initiate the necessary procedural steps at the relevant foreign place of jurisdiction to enforce any claims for indemnification or recourse against Vendor. In such a case, only the law of the place of jurisdiction shall apply with regard to the rights and obligations of the Parties.

¹ <https://www.rechtspraak.nl/English/NCC/Pages/default.aspx>