

SEG Automotive Germany GmbH

General Terms and Conditions of Sale

Applicable in national and international business transactions with businesses (acc. Section 14 German Civil Code "BGB"), legal entities under public law, and special funds under public law.

1. Scope

- 1.1 These General Terms and Conditions of Sale ("Terms and Conditions") apply to all business transactions between SEG Automotive Germany GmbH and its affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act ("AktG") ("SEG") and the customer, in particular for contracts for the sale and/or delivery of moveable goods ("Contractual Products"), regardless of whether SEG manufactures the contractual products itself or purchases such from suppliers (§§ 433, 650 BGB). SEG Automotive Germany GmbH and its affiliated companies within the meaning of Sections 15 et seq. AktG are not jointly and severally liable.
- 1.2 Unless otherwise agreed, these Terms and Conditions shall apply in the version valid at the time of the order or, in any case, in the version last communicated to the customer in text form as a framework agreement for similar future contracts, without SEG having to refer to the Terms and Conditions again in each individual case.
- 1.3 These Terms and Conditions apply exclusively. Any conflicting, additional, supplementary, or deviating terms and conditions of the customer shall only become part of a contract if and to the extent that SEG has expressly agreed to their validity.
- 1.4 These Terms and Conditions shall also apply exclusively
 - a) if SEG carries out a delivery to the customer without reservation in the knowledge of its conflicting or deviating terms and conditions, or
 - b) if the customer requests SEG's consent to its own terms and conditions of purchase in a supplier portal and SEG is unable to object to the validity of the terms and conditions of purchase due to technical restrictions of the supplier portal.
- 1.5 Individual agreements made with the customer in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these Terms and Conditions. Subject to proof to the contrary, a written contract or written confirmation from SEG shall be decisive for the content of such agreements. When referring to Incoterms®-clauses, the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract shall apply.
- 1.6 Legally relevant declarations and notifications by the customer in relation to the contract (e.g., setting a deadline, notification of defects, withdrawal, or reduction) must be made in writing. To comply with the written form requirement within the meaning of these Terms and Conditions, transmission by fax, e-mail, or comparable (simple) electronic text forms shall suffice. Statutory formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, shall remain unaffected.
- 1.7 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions.
- 1.8 Rights to which SEG is entitled under the statutory provisions beyond these Terms and Conditions shall remain unaffected.

2. Conclusion of contract; forecast

- 2.1 Offers and cost estimates are subject to change and non-binding unless they are expressly designated as binding offers.
- 2.2 Illustrations, drawings, weight and dimension specifications, and other descriptions of the Contractual Products in the documents accompanying the offer are only approximate unless they are expressly

designated as binding. They do not constitute an agreement or guarantee of the corresponding quality of the Contractual Products.

- 2.3 The order of the Contractual Products by the customer is considered a binding contractual offer. Unless otherwise stated in the order, SEG is entitled to accept such contractual offer within a reasonable period after receipt by SEG. Acceptance can be declared either in writing (e.g., by a formal order confirmation) or by delivery of the Contractual Products to the customer. SEG's silence in response to offers, orders, requests, or other declarations by the customer shall only be deemed consent if this has been expressly agreed in writing. If the order confirmation contains obvious mistakes, typing or calculation errors, it shall not be binding on SEG.
- 2.4 A guarantee or a procurement risk shall only be effective upon a separate express written agreement.
- 2.5 If the customer has concluded a framework supply agreement with SEG on the basis of which the customer orders future deliveries from SEG through individual contracts or delivery call-offs, SEG is not obliged to accept such individual contracts or delivery call-offs unless such an obligation to accept has been expressly agreed in writing by SEG.
- 2.6 The customer may send SEG an automatically generated forecasts. Such forecast indicates, without obligation, the expected quantity of Contractual Products required for a period specified in the respective forecast.
- 2.7 In the event of a complete or partial cancellation of quantities specified in a forecast, the periods for which the customer is obliged to accept and pay for Contractual Products shall be determined by the production release and material release period. The production release period regulates the call-off quantities for which the customer is obliged to accept the Contractual Products to be delivered during this period according to the forecast. The material release period regulates the call-off quantities for which the customer is obliged to accept the raw materials for the Contractual Products to be delivered during this period according to the forecast. Unless otherwise agreed in writing in individual cases, the production release period shall be four (4) weeks prior to the delivery date and the material release period shall be eight (8) weeks prior to the delivery date.
3. Delivery; delivery periods; delay
 - 3.1 Unless expressly agreed otherwise, delivery shall be made FCA in accordance with Incoterms®2020 at the registered office of the SEG company concluding the contract, with the proviso that the customer is responsible for export and transit clearance. At the request and expense of the customer, goods shall be shipped to another destination ("sale by delivery"), in which case SEG shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) itself. However, SEG shall take out transport insurance at the request of the customer and at the customer's expense.
 - 3.2 The scope of delivery shall be determined by SEG's order confirmation, otherwise by the agreements made with the customer in each individual case. Changes to the scope of delivery require confirmation by SEG to be effective.
 - 3.3 SEG reserves the right to make changes to the design and form of the Contractual Products, provided that the changes are not significant and are reasonable for the customer.
 - 3.4 If the customer requests changes to the Contractual Products after sampling has already been carried out, SEG shall only be obliged to implement the requested changes if the parties have agreed on technical feasibility and an adjustment of the deadlines and prices.
 - 3.5 SEG is entitled to make partial deliveries, provided this is reasonable for the customer.
 - 3.6 The delivery period shall be agreed individually or specified by SEG upon acceptance of the order. The agreement of delivery periods

SEG Automotive Germany GmbH

must be in writing. Delivery periods are non-binding unless they are expressly designated as binding.

- 3.7 A delivery period shall commence upon dispatch of the order confirmation by SEG, but not before the complete provision of any documents, approvals, and releases to be procured by the customer, the receipt of an agreed down payment, and the timely and proper fulfillment of any other acts of cooperation on the part of the customer.
- 3.8 Agreed delivery periods shall be deemed to have been met if SEG makes the contractual products available at the place of delivery by the end of the delivery period or, in the case of a sale by delivery to a place other than the place of performance in accordance with Section 3.1, hands them over to the person designated to carry out the transport, or if the customer has announced its refusal to accept delivery.
- 3.9 Delivery is subject to SEG receiving timely and proper delivery itself, provided that SEG has concluded a congruent coverage for this purpose and can prove such to the customer.
- 3.10 If upstream suppliers are unable to deliver or if the upstream supplier files for insolvency, SEG shall be entitled to exercise a right of retention against the customer. If this situation continues for a period of more than three (3) months, SEG shall be entitled to terminate the contract concluded with the customer.
- 3.11 The occurrence of a delay on the part of SEG shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required. The customer shall only be entitled to withdraw from the contract due to a delay in delivery if SEG is responsible for the delay.
- 3.12 If the Contractual Products have been delivered to the customer on Euro pallets or mesh boxes ("load carriers"), the customer must return the same number of load carriers of the same type and quality to SEG at the place of the original delivery.
- 3.13 Notwithstanding the provision in Section 7.8, the customer is obliged to inspect the Contractual Products for externally visible damage upon delivery, to report any damage to the transport company carrying out the delivery, and to obtain a corresponding written confirmation. If the customer fails to comply with this obligation, they shall be liable to SEG for compensation for the resulting damage.
- 3.14 The rights of the customer under these Terms and Conditions and the contractual and statutory rights of SEG remain unaffected.
- 4. Transfer of risk and default of acceptance
- 4.1 The risk of accidental loss and accidental deterioration of the Contractual Products shall pass to the customer at the latest upon handover. In all other respects, the risk transfer provisions in accordance with the Incoterm®-clause agreed in Section 3.1 shall apply, unless otherwise agreed between the parties. This shall also apply if partial deliveries are made and/or SEG has assumed the transport costs in individual cases, notwithstanding Section 3.1.
- 4.2 If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for works and services shall apply respectively to any agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.
- 4.3 If the customer is in default of acceptance, fails to cooperate, or if delivery is delayed for other reasons for which the customer is responsible, SEG shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). The lump-sum compensation for damages shall amount to 0.5% of the net price of the Contractual Products in default for each completed calendar week of delay, beginning with the delivery date or, in the absence of a delivery date, with the notification that the Contractual Products are ready for shipment, but in total no more than 5% of the net price of the Contractual Products in default. The assertion of

further damages and the assertion of claims by SEG based on statutory rights (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump-sum compensation shall be offset against further monetary claims. The customer's right to prove that SEG has incurred no damage at all or only minor damage remains unaffected.

- 4.4 The risk of accidental loss or accidental deterioration of the Contractual Products shall pass to the customer at the point in time at which the customer defaults on acceptance.
- 4.5 Section 4.3 shall apply respectively if, at the request of the customer, delivery is delayed by more than ten (10) calendar days after SEG has notified the customer that the goods are ready for shipment.
- 5. Prices
- 5.1 Unless otherwise agreed in individual cases, the agreed price in EURO as stated in the order confirmation shall apply. If the customer does not receive an order confirmation or if it does not contain any price information, the price list valid at the time of conclusion of the contract shall apply.
- 5.2 Statutory value added tax is not included in the price and will be shown separately on the invoice at the statutory rate applicable on the date of performance.
- 5.3 Unless agreed otherwise, prices are based on FCA in accordance with Incoterms®2020, excluding packaging. In the case of a sale by delivery in accordance with Section 3.1, the customer shall bear the transport costs and the costs of any transport insurance requested by the customer. Notwithstanding the provisions of the agreed Incoterms®-clause, the customer shall in any case bear any customs duties (export and import duties), fees, taxes, and other public charges.
- 5.4 SEG is entitled or obliged to increase or reduce prices in accordance with the following provisions:
 - a) SEG is entitled to adjust the prices to be paid by the customer in line with the development of the total costs that are decisive for the calculation of the agreed price. In such notice, SEG will inform the customer in a generally understandable and comprehensible manner about the reason for and scope of the price adjustment. The adjustment shall be made at reasonable discretion in accordance with § 315 BGB (German Civil Code), whereby the so-called equivalence interest of the contract must be preserved. The customer may have a price adjustment reviewed by a competent court.
 - b) The total costs shall comprise, among other things, the following relevant cost types: Costs for the procurement of raw materials and energy, labor costs, transport costs, customs duties, taxes and public charges, as well as costs of upstream suppliers.
 - c) A price increase may be considered and a price reduction shall be made if the total costs increase or decrease.
 - d) SEG shall notify the customer of any price changes in writing at least four weeks before they are due to take effect.
 - e) SEG's right to adjust prices shall not apply to deliveries or services provided within four months of the conclusion of the contract (e.g. the delivery call).
- 5.5 If the customer does not accept a price increase justified in accordance with Section 5.4 and if the customer and SEG cannot agree on new prices within a period of three (3) months from the price adjustment request, SEG shall be entitled to terminate and/or to withdraw from the respective contract concluded with reasonable notice.
- 5.6 Prices offered by SEG with regard to non-binding quantity forecasts by the customer shall only apply on condition that the forecast quantities are actually called off by the customer over a period of one (1) calendar year. If the forecasted quantities are not called off by the customer in whole or in part, SEG shall be entitled, at its discretion, to demand either a price adjustment or a compensation payment for

SEG Automotive Germany GmbH

- the past calendar year or with effect for the future for the uncalled-off shortfalls.
- 5.7 Prices for spare parts must be negotiated with SEG no later than three (3) months before the end of delivery of series parts. If the customer and SEG cannot agree on prices for spare parts, SEG shall be entitled to discontinue the delivery of spare parts after a further period of six (6) months.
6. Terms of payment
- 6.1 Unless otherwise agreed in writing, payment of the gross price plus any other agreed costs, e.g. freight and insurance, shall be made within 30 days of delivery or acceptance of the Contractual Products. This is subject to proper invoicing. However, SEG is entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. SEG shall declare a corresponding reservation at the latest with the order confirmation.
- 6.2 Upon expiry of the above payment period, the customer shall be in default.
- 6.3 A payment shall be deemed to have been made when the amount is at SEG's discretion.
- 6.4 During the period of default, SEG is entitled to charge default interest at the statutory rate (currently 9 percentage points above the base rate (Sections 247, 288 (2) BGB)). Further claims and rights remain reserved.
- 6.5 If the customer defaults on payment, SEG is entitled to demand immediate payment of all claims arising from the business relationship, even if these are not yet due. In addition, SEG is entitled to withhold further deliveries.
- 6.6 Counterclaims by the customer shall only entitle him to offset and assert a right of retention if they have been legally established or are undisputed. Furthermore, the customer may only assert a right of retention if his counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the customer's counterclaims, in particular those pursuant to Section 7.11 of these Terms and Conditions of Sale, remain unaffected.
- 6.7 If, after conclusion of the contract, it becomes apparent (e.g., through an application to open insolvency proceedings) that SEG's claim to the purchase price is at risk due to the customer's inability to pay, SEG shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), SEG may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.
7. Claims for defects by the customer
- 7.1 The statutory provisions shall apply to the rights of the customer in the event of defects, unless otherwise specified in these Terms and Conditions. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB) and the rights of the customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
- 7.2 SEG warrants that, upon transfer of risk, the Contractual Products comply with the subjective requirements in accordance with the agreements made with the customer in each individual case regarding the quality of the Contractual Products (including accessories, instructions, assembly and installation instructions) (German Civil Code) (Section 434 (2) No. 1 and No. 3 BGB). Unless otherwise agreed, the specification of the Contractual Products agreed between the parties shall be deemed to be the quality agreement in this sense. Unless otherwise agreed, the parties expressly exclude any presumed use for the Contractual Product (Section 434 (2) No. 2 BGB).
- 7.3 In addition, the customer is entitled to the statutory warranty claims in the event of
- assembly defects (Section 434 (4) BGB) or
 - delivery of an item other than the one owed (Section 434 (5) BGB).
- 7.4 SEG's warranty for objective requirements for the contractual products (Section 434 (3) BGB) is limited
- by effective agreements on subjective requirements within the meaning of Section 7.2, which – subject to a deviating agreement in individual cases – always take precedence over objective requirements; and
 - by the provisions in Section 7.5 below.
- 7.5 The Contractual Products meet the objective requirements if they
- have a quality that the customer can expect, taking into account the public statements made by SEG, in particular in advertising or on the label,
 - correspond to the quality of a sample or model that SEG made available to the customer prior to conclusion of the contract, and
 - is delivered with accessories including packaging, assembly or installation instructions, and other instructions that the customer can expect to receive.
 - Otherwise, SEG's warranty for objective requirements for the Contract Products, in particular for normal use and normal quality, is excluded.
- 7.6 The Contractual Products shall comply with the legal provisions applicable in the country in which the SEG Group company concluding the contract has its registered office. Compliance with legal provisions of other countries or regions requires a written agreement with SEG in order to be effective.
- 7.7 In the case of goods with digital elements or other digital content, SEG shall only be obliged to provide and, if necessary, update the digital content to the extent that this is expressly stated in a quality agreement in accordance with Section 7.2. No liability is assumed for public statements made by the manufacturer or other third parties in this regard.
- 7.8 The assertion of warranty rights by the customer requires that it has fulfilled its statutory obligations to inspect and give notice of defects (Sections 377, 381 German Commercial Code "HGB"), in particular that it has inspected the delivered Contractual Products upon receipt and notified SEG in writing of any obvious defects and defects that were apparent during such inspection immediately after receipt of the Contractual Products. The customer shall notify SEG in writing of any hidden defects immediately after their discovery. The notification shall be deemed to have been made immediately if it is made within eight (8) working days of delivery in the case of apparent evident defects and defects that were apparent during a proper inspection, or in the case of hidden defects after discovery, whereby the date of receipt of the notification or complaint by SEG shall be decisive for compliance with the deadline. In the case of building materials and other Contractual Products intended for installation or further processing, an inspection shall be carried out immediately prior to processing in all cases. If the customer fails to carry out the proper inspection and/or notification of defects, SEG's liability for the defect in question is excluded. The customer must describe the defects in writing in their notification to SEG. Furthermore, the customer must attach photos to their notification showing the defect as well as the SEG logo and the Contractual Product from all sides.
- 7.9 If the customer fails to properly inspect and/or report defects, SEG's liability for defects that are not reported, or are not reported in a timely or proper manner, is excluded in accordance with the statutory provisions. In the case of a Contractual Product intended for installation, attachment, or fitting, this shall also apply if the defect only became apparent after processing as a result of a breach of one of

SEG Automotive Germany GmbH

these obligations; in this case, the customer shall have no claims for reimbursement of the corresponding costs ("removal and installation costs").

7.10 In the event of defects in the Contractual Products, SEG shall be entitled, at its own discretion, to remedy the defect or to deliver a defect-free Contractual Product. If the type of remedy chosen by SEG is unreasonable for the customer in individual cases, the customer may reject it. SEG's right to refuse remedy under the statutory conditions remains unaffected.

7.11 SEG is entitled to make the subsequent performance owed contingent upon the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

7.12 The customer must give SEG the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected Contractual Products for inspection purposes. In the event of a replacement delivery, the customer shall return the defective Contractual Products to SEG at SEG's request in accordance with the statutory provisions; however, the customer has no right to return the goods. Subsequent performance does not include the removal, dismantling, or uninstallation of the defective Contractual Product, nor the installation, fitting, or mounting of a defect-free Contractual Product, if SEG was not originally obliged to provide such performance; claims by the customer for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected.

7.13 The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne or reimbursed by SEG in accordance with the statutory provisions and these Terms and Conditions, provided that a defect actually exists. Otherwise, SEG may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have recognized that there was in fact no defect.

7.14 If the subject matter of the contract is not at the place of delivery, the customer shall bear all additional costs incurred by SEG in remedying defects, unless transport to another location is in accordance with the contractual use.

7.15 The customer shall not be entitled to any warranty claims for defects or damage that

- a) are due to wear and tear,
- b) arise after the transfer of risk as a result of improper handling, storage, care, or excessive strain or use of the Contractual Products;
- c) arise due to force majeure, special external influences not provided for in the contract, or due to the use of the Contractual Products outside the scope of the contract or normal use;
- d) are attributable to non-compliance with the operating instructions, application specifications, or warnings issued by SEG;
- e) arise after the transfer of risk due to contamination or the effects of aggressive media, sand, and/or sludge;
- f) are attributable to the fact that the software supplied was not used in accordance with the agreed software and hardware specifications and system requirements.

7.16 Furthermore, claims for material defects (*Sachmängel*) shall not exist

- a) if changes are made to the delivered Contractual Products (including but not limited to software products) by the customer, by third parties, or by installing parts of third-party origin, unless the defect is not causally related to the change or the third party was expressly commissioned by SEG; or
- b) if the customer has not had the defect remedied by SEG or a third party authorized by SEG;

- c) with regard to errors in software that arise from unspecified or unintended use of products on which the software is installed;
- d) for defects based on the lack of or limited compatibility of the delivered software with the software system of the customer's vehicle or with a vehicle configuration other than that agreed between the parties; this also applies to problems or errors in products caused by other system components;
- e) for software errors that were identified and documented by SEG at the time of release or conclusion of the contract and were agreed in writing between SEG and the customer as known.

7.17 Claims by the customer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c (2), 327 (5), 327u BGB). Claims by the customer for damages or reimbursement of futile expenses (Section 284 BGB) shall also only arise in the event of defects in the Contractual Products in accordance with the following Sections 9 and 10.

7.18 If there is no defect, Contractual Products may only be returned with the express consent of SEG. If a return is made without the express consent of SEG, SEG may refuse to accept the Contractual Products or store the Contractual Products at the expense and risk of the customer. The storage costs amount to at least EUR 25.00 per pallet per week. Storage does not imply consent to the return of the Contractual Products by SEG.

8. SEG's property rights and third-party rights

8.1 All industrial property rights (in particular patents and underlying inventions, utility models, designs or registered designs) as well as copyrights or rights arising from other intellectual property ("Property Rights") and trade secrets and know-how relating to the sales products, including any software integrated therein, remain exclusively with SEG.

8.2 Insofar as Property Rights arise within the scope and during the term of these Terms and Conditions as a result of joint developments or applications, and insofar as these are used in the products of the other contracting party or the respective party intends to use them for its products, the contracting parties shall grant each other a non-exclusive, non-transferable right of use on fair and reasonable terms to be determined.

8.3 If, within the scope and during the term of these Terms and Conditions, inventions are made in the course of product development in which employees of both contracting parties are involved, the respective Property Right applications shall be filed jointly by the contracting parties. Each contracting party shall be responsible for any remuneration for employee inventions of its own employees. Both contracting parties shall be entitled to use these joint inventions for their own purposes, including use for and by third parties, free of charge. This shall also apply to know-how that employees of both contracting parties have contributed to acquiring within the scope and during the term of these Terms and Conditions.

8.4 If the contractual product contains software components ("Embedded Software"), SEG grants the customer a right of use to the Embedded Software integrated in the hardware exclusively to the extent necessary for the agreed use of the delivered Contractual Product. The customer is not granted any further rights to the software.

8.5 The customer warrants that the Contractual Products to be manufactured by it in accordance with the customer's requirements and specifications do not infringe any third-party Property Rights. If such Property Rights are infringed, the customer shall indemnify SEG against any claims by third parties.

SEG Automotive Germany GmbH

- 8.6 SEG shall not be liable for claims based on infringements of Property Rights arising from the use of the Contract Product in a manner not in accordance with the contract.
- 8.7 The customer shall immediately inform SEG of any (alleged) infringements of Property Rights and related risks of infringement of which it becomes aware and, upon request, shall—as far as possible—leave the conduct of the legal dispute (including out-of-court proceedings) to SEG. If it is not possible for SEG to conduct the legal dispute itself, the customer shall conduct the legal dispute in consultation with SEG. In particular, the customer shall not make any admissions of guilt, settlements, or similar with regard to the alleged infringement of Property Rights without the consent of SEG.
- 8.8 SEG shall be entitled, at its own discretion, to acquire a corresponding right of use to eliminate an infringement of Property Rights, to modify the affected product so that it no longer infringes the Property Right, or to replace it with an equivalent substitute product that no longer infringes the Property Right. If this is not possible under reasonable conditions or within a reasonable period of time, the customer shall be entitled to the statutory rights to withdraw.
- 8.9 The customer may not disassemble, otherwise modify, or otherwise reverse engineer the products and the Embedded Software without the written permission of SEG, unless this is permitted by law. In particular, the customer may not copy the Embedded Software to a public or distributed network.
9. Liability
- 9.1 SEG's contractual liability for damages under the warranty shall in any case require culpable conduct (intent or negligence), even if the law (in particular under CISG in the context of international business transactions) provides for strict liability for damages. Mandatory statutory liability for product defects (in particular under the Product Liability Act) remains unaffected by this.
- 9.2 SEG shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, SEG shall only be liable, subject to statutory limitations of liability (e.g., diligence in its own affairs; insignificant breach of duty),
- for damages resulting from injury to life, limb, or health,
 - for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, SEG's liability is limited to compensation for the foreseeable, typically occurring damage.
- 9.3 The customer may only withdraw from or terminate the contract due to a breach of contract that does not constitute a defect if such breach of contract is attributable to SEG. The customer's right to terminate the contract at will (in particular in accordance with Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
- 9.4 The legal consequences of SEG's liability arise exclusively from the statutory German provisions, in particular from Sections 249 et seq. BGB. SEG is not liable for non-statutory claims and rights, in particular those that the customer has voluntarily agreed with an OEM/business customer. In particular, SEG shall not be liable for provisions relating to "0 km cases", "field damage cases", "serial damage clauses", or claims for damages without proof of causality, even if SEG carries out deliveries or services to the customer in the knowledge of such provisions.
- 9.5 When determining the amount of damages, the customer is obliged to take into account, in addition to the statutory provisions, the economic circumstances of SEG, the nature, scope, and duration of the business relationship, any own contributions to causation and/or fault, and an unfavorable installation situation of the contractual product, appropriately in favor of SEG.
- 9.6 In the event of product defects, SEG shall only be liable for recall or service campaigns to the extent required by law in the Federal Republic of Germany. SEG shall not be liable for voluntary or disproportionate recall or service campaigns by the customer or the OEM/business customer; such actions are particularly applicable if a proper warning (if necessary, with a request to refrain from using or decommissioning the Contractual Products) would have enabled the users of the Contractual Products to shield themselves (if necessary, with support in implementing measures to mitigate the danger at their own expense) or if the service action is based on purely cosmetic (visual) reasons.
- 9.7 Upstream suppliers, component suppliers (see Section 15), and raw material suppliers are not vicarious agents of SEG.
10. Limitation
- 10.1 Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects (*Sachmängeln*) and defects of title is one (1) year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 10.2 Subsequent performance by SEG does not lead to an extension of the limitation periods.
- 10.3 The above limitation periods under statutory law on sales contracts also apply to contractual and non-contractual claims for damages by the customer based on a defect in the Contractual Products, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the customer pursuant to Section 9.2 sentence 1 and Section 9.2 sentence 2 lit. a) as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.
11. Retention of title
- 11.1 The delivered Contractual Products remain property of SEG until they have been paid for in full.
- 11.2 In addition, SEG shall remain the owner of the delivered Contractual Products until all claims arising from the business relationship between the customer and SEG have been paid in full.
- 11.3 The customer is obliged to treat the Contractual Products subject to retention of title ("Reserved Goods") with care for the duration of the retention of title. In particular, the customer is obliged to insure the Reserved Goods at its own expense against fire, water, and theft damage at replacement value. The customer hereby assigns all compensation claims from this insurance to SEG. SEG hereby accepts the assignment. If an assignment is not permissible, the customer hereby instructs its insurer to make any payments only to SEG. Further claims by SEG remain unaffected. Upon request, the customer must provide SEG with proof of the conclusion of the insurance.
- 11.4 If the Reserved Goods are combined with other items not belonging to SEG to form a single item, SEG shall acquire co-ownership of the single item in proportion to the value of the Reserved Goods (final invoice amount including sales tax) to the other items at the time of combination. If the Reserved Goods are combined with other items in such a way that the customer's item is to be regarded as the main item, the customer hereby transfers proportional co-ownership of such item to SEG. SEG accepts this transfer. The provisions of this Section 11.4 shall apply accordingly if the Reserved Goods are processed with other items.
- 11.5 The customer is revocably entitled to sell the Reserved Goods in the ordinary course of business. The customer is not entitled to pledge the Reserved Goods, to assign them as security or to make any other dispositions that jeopardize SEG's ownership. In the event of seizures or other interventions by third parties, the customer shall notify SEG

SEG Automotive Germany GmbH

immediately in writing and provide all necessary information, inform the third party of SEG's ownership rights, and cooperate with SEG's measures to protect the Reserved Goods.

- 11.6 The customer hereby assigns to SEG all claims arising from the resale of the Reserved Goods in the amount of the invoice amount including sales tax with all ancillary rights. SEG hereby accepts this assignment. If the Reserved Goods are sold together with other goods not delivered by SEG, the claim from the resale shall be assigned in proportion to the value of the Reserved Goods (final invoice amount including sales tax) to the other goods sold. If an assignment is not permissible, the customer hereby irrevocably instructs the third-party debtor to make any payments only to SEG.
- 11.7 The customer is revocably authorized to collect the claims assigned to SEG on behalf of SEG in its own name. The amounts collected shall be transferred to SEG immediately.
- 11.8 SEG may revoke the customer's authorization to resell and the collection authorization if the customer does not properly meet its payment obligations to SEG, is in default of payment, suspends its payments, or if insolvency proceedings are initiated against the customer's assets.
- 11.9 At the request of the customer, SEG is obliged to release existing securities to the extent that the realizable value of the securities, taking into account customary bank valuation discounts, exceeds SEG's claims from the business relationship with the customer by more than 10%. The selection of the securities to be released is at the discretion of SEG.
- 11.10 In the case of deliveries of goods to other jurisdictions in which the retention of title provision under this Section 11 does not have the same security effect as in the Federal Republic of Germany, the customer hereby grants SEG a corresponding security interest. If further measures are necessary for this purpose, the customer shall do everything in its power to grant SEG such a security interest without undue delay. The customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security rights.
- 12. Customer's tools
 - 12.1 If tools are provided to SEG free of charge by the customer for the manufacture of Contractual Products, these shall remain the property of the customer. SEG shall mark the tools accordingly.
 - 12.2 The customer shall take out all-risk insurance for its tools at replacement value in favor of SEG and provide proof of this upon request.
- 13. Tools belonging to SEG
 - 13.1 Tools purchased by SEG for the manufacture of the Contractual Products shall be invoiced to the customer separately from the Contractual Products.
 - 13.2 SEG's claim to the full purchase price shall be due for payment upon presentation of the first parts, at the latest upon commencement of series delivery of the Contractual Products.
 - 13.3 The tools remain the property of SEG until full payment has been made.
 - 13.4 The costs for repairing wear and tear or defects, as well as for maintenance and insurance, shall be borne by the customer.
 - 13.5 After completion of the series delivery of the Contractual Products, at the latest upon expiry of the obligation to supply spare parts, SEG shall be entitled to request the customer to collect the tools within a reasonable period of time. Upon expiry of this period, SEG shall be entitled to scrap the tools at the customer's expense.
- 14. Provisions
 - 14.1 "Supplies" are preliminary products that the customer provides to SEG for the manufacture of the Contractual Products.

- 14.2 Materials provided must be delivered to SEG in good time and in sufficient quantities so that SEG is able to deliver the agreed quantities of Contractual Products and meet the agreed delivery times.
- 14.3 The customer bears sole responsibility for ensuring that the materials provided do not have any defects in design and/or material quality. The materials provided must not have any properties that are or could be likely to cause defects in the Contractual Products or make the manufacture of the contract manufacturing products more expensive or delay it.
- 14.4 The transport and delivery of materials provided shall be free of charge for SEG. The customer shall bear the risk of accidental loss or accidental deterioration of the materials provided from the time of delivery to SEG.
- 14.5 SEG is obliged to inspect the incoming goods with regard to the identity and quantity of the materials provided, but not with regard to their quality.
- 14.6 The customer shall take out all-risk insurance for the materials provided at replacement value in favor of SEG and provide proof of this upon request.
- 14.7 If the materials provided prove to be unusable during the manufacture of the Contractual Products, SEG may demand a portion of the remuneration corresponding to the production already performed.
- 14.8 At the request of the customer, SEG shall assist the customer free of charge in recording the stocks of materials provided.
- 15. Customer's obligations to cooperate with regard to parts to be provided and suppliers of parts to be provided
 - 15.1 The term "setting parts" refers to the components specified by the customer from another supplier ("Setting Part Supplier") that are integrated as individual components into a Contractual Product to be manufactured by SEG.
 - 15.2 The customer shall ensure, through appropriate agreements and measures with the Setting Part Supplier, that
 - a) the Setting Part Supplier concludes supply contracts with SEG whose content is based on the usual OEM purchasing conditions (such as SEG's purchasing conditions),
 - b) the Setting Part Supplier may only exercise a right of set-off or retention against SEG if the Setting Part Supplier's counterclaim is undisputed or has been legally established, and
 - c) the components are designed and manufactured by the Setting Part Supplier in such a way that (i) the components meet all legal and regulatory requirements, (ii) the components are marketable, and (iii) after the components have been installed in the Contractual Products, the Contractual Products are free of defects, product faults, and third-party rights.
 - 15.3 The customer shall take all measures against the Setting Part Supplier that are necessary to enable SEG to meet delivery deadlines. These measures include, in particular, timely (i) planning of production capacities, (ii) sampling and production approval of set parts, and (iii) control of the delivery dates for the set parts to SEG.
 - 15.4 Any costs incurred by the Setting Part Supplier for tools shall be borne either by the customer or by the Setting Part Supplier, but not by SEG.
 - 15.5 In relation to SEG, the customer alone is responsible for managing the Setting Part Supplier.
 - 15.6 In the event that the Setting Part Supplier delivers defective or faulty components to SEG or is in default of delivery, the customer shall indemnify SEG against all related costs and damages (e.g., sorting costs or costs for extra deliveries) as well as against third-party claims (e.g., claims by the OEM/customer). This does not include costs and damages for which SEG itself is responsible (e.g., due to incorrect installation of the setting parts in the Contractual Products).
 - 15.7 SEG shall only inspect the setting parts upon delivery with regard to externally visible transport damage, quantity, and identity.

SEG Automotive Germany GmbH

16. Withdrawal/termination

16.1 In the event of breach of contract by the customer, in particular in the event of default in payment, SEG shall be entitled, without prejudice to other contractual and statutory rights, to withdraw from or terminate the contract after expiry of a reasonable grace period.

16.2 After declaration of withdrawal/termination, the customer shall immediately grant SEG or its agents access to the Reserved Goods and surrender them. After giving appropriate notice in due course, SEG may otherwise dispose of the Reserved Goods in order to fulfill the claims due against the customer. The proceeds of the sale shall be credited against the customer's liabilities, less reasonable costs of sale.

16.3 Statutory rights and claims are not restricted by the provisions contained in this Section 16.

17. Confidentiality

17.1 The customer is obliged to keep confidential all information made available to it by SEG that is designated as confidential or is recognizable as business or trade secrets under other circumstances, and not to record, pass on, or exploit such information. The customer shall protect SEG's data and documents against loss and access by third parties using state-of-the-art technology.

17.2 The customer shall ensure, through appropriate contractual agreements with its employees and agents, that they also refrain from any use, disclosure, or unauthorized recording of such business and trade secrets for an indefinite period.

18. Force majeure

18.1 "Force majeure" means the occurrence of an event or circumstance beyond SEG's control ("Force Majeure Event") which prevents SEG from fulfilling one or more contractual obligations under the contract despite reasonable efforts.

18.2 Events of force majeure include, in particular, fire, natural disasters, weather, floods, war (declared or undeclared), epidemics, and pandemics.

18.3 The following are equivalent to an Force Majeure Event:

- a) labor disputes such as strikes and/or lockouts;
- b) political unrest;
- c) unforeseen circumstances, e.g., operational disruptions;
- d) import and export restrictions, other official/sovereign measures or prohibitions (e.g., sanctions, customs increases, embargoes, or other export control regulations), including those affecting SEG's suppliers;
- e) delays in the granting of any necessary official approvals;
- f) transport bottlenecks through no fault of SEG;
- g) the unforeseen increase in procurement risk;
- h) energy and raw material shortages;
- i) delayed deliveries of raw materials or supplier parts for which SEG is not responsible.

18.4 In the event of force majeure, SEG shall be released from its obligation to perform for the duration of the event and a reasonable start-up period thereafter. Delivery periods shall be automatically extended by the duration of the Force Majeure Event plus a reasonable start-up period. The parties shall immediately provide each other with the necessary information and shall adjust their contractual obligations in good faith in accordance with the changed circumstances.

18.5 SEG shall notify the customer as soon as the Force Majeure Event no longer prevents SEG from fulfilling its contractual obligations.

18.6 If the Force Majeure Event lasts longer than 45 days, either party shall be entitled to withdraw from the affected contract or to terminate it.

18.7 SEG shall not be liable in connection with Force Majeure Events.

19. Applicable law; place of jurisdiction

19.1 The legal relationship between the customer and SEG is governed by the laws of the Federal Republic of Germany; the validity of the UN

Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 The exclusive place of jurisdiction for all claims arising from the business relationship is the court in whose jurisdiction the SEG company concluding the contract has its registered office. SEG is also entitled to bring legal action at the customer's place of business or at any other permissible place of jurisdiction.

19.3 In international business transactions, the contracting parties have the choice between recourse to the ordinary courts or recourse to an arbitration tribunal for all legal disputes arising from or in connection with this contract and its execution.

19.4 If the parties bring the matter before the ordinary courts, clause 19.2 shall apply accordingly.

19.5 If the contracting parties refer the matter to arbitration, all disputes arising from or in connection with the respective contract shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS). This arbitration agreement shall be governed by the laws of the Federal Republic of Germany. The Rules of Arbitration can be viewed at <http://www.dis-arb.de/de/16/regeln/uebersicht-id0> in German, English, French, Spanish, Chinese, Russian, and Turkish, among other languages. The arbitral tribunal shall consist of three arbitrators. Unless the contracting parties have agreed otherwise, at least one of the individual arbitrators shall be a German attorney at law. The arbitrators shall be proficient in the language of arbitration. The language of arbitration shall be German, unless the parties have agreed on another language of arbitration. The seat of the arbitral tribunal shall be Stuttgart, Germany.

20. Export control

20.1 The goods (including software and technology) to be supplied and/or services to be rendered and/or rights, knowledge or licenses to be granted by SEG as well as the resulting work products ("Controlled Goods") may be subject to national, European or international export restrictions, including, but not limited to, existing EU embargo measures and sanctions against certain countries and/or persons. To the extent that such export restrictions apply, the customer acknowledges their validity and undertakes to observe and comply with the resulting restrictions. This also applies, and in particular, in the event that the Controlled Goods are passed on to third parties. All activities under the contract shall at all times be subject to the provision that there are no obstacles to performance due to all applicable national, European or international export control laws and regulations and any amendments thereto.

20.2 Under no circumstances may the Controlled Goods be made available, directly or indirectly, to natural or legal persons, organizations, or institutions that have been subject to personal sanctions by the European Union (in particular under the relevant embargo regulations or counter-terrorism measures). Furthermore, the use of the Controlled Goods in connection with (i) chemical or biological weapons or nuclear weapons or other nuclear explosive devices or (ii) missiles capable of delivering such weapons or (iii) a military end use or (iv) the construction or operation of facilities for nuclear purposes is prohibited without SEG's prior express written consent.

20.3 No-Russia/No-Belarus: If the Controlled Goods are those covered by Article 12g and/or Article 12ga of Regulation (EU) No 833/2014 (Russia-Embargo-Regulation) and/or Article 8g of Regulation (EC) No 765/2006 (Belarus-Embargo-Regulation) and the delivery is made to a third country outside the European Union which is not a partner country within the meaning of the Embargo-Regulations, any (re)sale and/or any (re)export and/or any other kind of delivery and/or transfer of the Controlled Goods, directly or indirectly, unchanged or integrated into other products, to Russia and/or Belarus and/or via third parties for use in Russia and/or Belarus is strictly prohibited. In the

SEG Automotive Germany GmbH

event of a breach of this prohibition, SEG shall be entitled to demand a contractual penalty from the customer in the amount of 50% of the purchase price for the Controlled Goods concerned, as well as compensation for all damages incurred by SEG, including the imposition of fines. The contractual penalty shall be offset against the compensation to be paid. SEG is also entitled to withdraw from unfulfilled contracts or to terminate such contracts with immediate effect and/or to terminate the business relationship with the Customer. SEG also reserves the right to inform the responsible authorities in the European Union of any breach of this prohibition.

20.4 The customer shall inform SEG immediately and without being asked about any existing export restrictions (prohibitions or authorization requirements) relating to the Controlled Goods and their intended transfer to third parties. The customer is obliged to provide SEG with all information, documents and data required to assess the existence of export restrictions and in particular to apply for authorizations, and, furthermore, to completely and truthfully inform SEG about the final destination and end use of the Controlled Goods and to do his best to help SEG obtain any authorization that may be required.

20.5 Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If the delivery or service to be provided is or becomes completely or substantially impossible for SEG as a result of an export restriction, e.g. because the delivery or service is prohibited or a required authorization is not granted, the contract shall be considered not concluded with respect to the parts affected. SEG also reserves the right to declare termination or withdrawal from the contract at any time. Advance payments received will be refunded to the customer, less any costs and expenses incurred by SEG in carrying out the order. Otherwise, claims in this case are mutually excluded.

20.6 The customer shall undertake its best efforts to ensure that the purpose of this Section 20 is not frustrated by any third parties further down the commercial chain, including by possible resellers, and shall set up and maintain an adequate monitoring mechanism to detect such behavior by any third parties. The customer shall make available to SEG information concerning compliance with the obligations included in this Section 20 upon request and shall immediately inform SEG about any problems in applying this Section 20.

21. Final provisions

21.1 The transfer of the Customer's rights and obligations to third parties is only possible with the written consent of SEG. Section 354a HGB remains unaffected.

21.2 The place of performance for all services arising from the contractual relationship, including any subsequent performance, shall be the registered office of the SEG company entering into the contract.

21.3 SEG may engage third parties or vicarious agents for the performance of any contract.

21.4 The German version of these Terms and Conditions shall prevail.