

1. Relevant Regulations

- 1.1 These Conditions of Purchasing shall apply exclusively to all our orders (hereinafter "Order") governing the purchase of goods, services and work performance. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by us. We hereby expressly object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions. Our Conditions of Purchasing apply exclusively if we do not object the Supplier terms and conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the Supplier, we accept a delivery without reservation. These Terms and Conditions shall apply to the MANN+HUMMEL companies as listed in Appendix 1 and to the Supplier and its companies as listed in Appendix 2.
- 1.2 In addition to these Terms and Conditions of Purchasing, the Quality Assurance Agreement, the Supplier Manual and Logistics Manual shall also apply and form an integral part of this agreement.

2. Ordering and Order Confirmation

- 2.1 Electronic Data Interchange ("EDI"), alternatively WebEDI, is essential and mandatory for a Supplier to enter a business relationship with MANN+HUMMEL. In case a Supplier refuses EDI/WebEDI or does not conclude the EDI/WebEDI agreement within two (2) months, the business relationship with MANN+HUMMEL shall nevertheless continue, however, the Supplier will be charged with EUR 100 (EUR one hundred) per delivery in such a case.
- 2.2 Orders and/or subsequent changes must be made in writing to be binding on us. The written form includes email or - if agreed - EDI or WebEDI. Deviations from this form requirement shall be effective only with our prior approval in writing or text form.
- 2.3 The EDI Agreement is an integral part of these Terms and Conditions and can be accessed under: www.mann-hummel.com/ediagreement
- 2.4 Acceptance of our Order must be confirmed in writing within two working days, with indication of our complete Order data. If the Supplier fails to accept the Order within ten (10) working days as of receipt, we shall be entitled to cancel the Order.
- 2.5 Prices specified in the Order are fixed.

3. Delivery Dates / Delay in Delivery

- 3.1 Agreed delivery dates and deadlines shall be binding. Delivery schedules are binding, unless the Supplier raises any objections within three (3) working days from receipt of said schedules. The date of receipt of the goods at the location specified in our Order shall be decisive for compliance with the delivery date or deadline. The Supplier shall be responsible for notifying the service provider specified in our Order. If a service provider other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.
- 3.2 The Supplier shall promptly notify us in writing of any potential delays or non-compliance with delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.
- 3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default without a reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.
In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to rescind the contract, or to demand compensation for the damages incurred. The Supplier shall be obligated to reimburse us for any and all extra costs incurred as a result of delayed delivery.
- 3.4 In the event of a culpable deviation from the delivery and packaging provisions or in the event of early delivery or excess delivery we shall be entitled to claim additional expenditure for logistics in form of damages in the amount of two (2) local hourly rates of the MANN+HUMMEL entity

where the damage occurred plus the damages caused. The Supplier shall have the right to prove that we have not incurred any or that we have incurred less damage.

- 3.5 Acceptance of a delayed delivery or service does not imply waiver of any of our rights, in particular to claim for damages.
- 4. Delivery / Shipping**
- 4.1 Each shipment must be accompanied by a delivery note / invoice including our complete Order data.
- 4.2 The Supplier shall provide the Purchaser with a national export control information (e.g. export list number) under each item of the invoice if applicable. The ECCN (Export Control Classification Number – US (re)- export control regulations) must also be given for each item. This information shall be sent in addition via email to the following address: ausfuhrgenehmigung@mann-hummel.com.
- 4.3 Suppliers that have their registered office in the European Community or Turkey must also confirm the preferential status of the goods supplied to the buyer using a Supplier Declaration with the wording required by law; wherever possible this declaration should be a Long-Term Supplier Declaration. Supplier Declarations that do not meet the legal requirements will not be recognized. Any relevant evidence must be provided and submitted by the Supplier without this being specifically requested. The Supplier shall bear any costs (e.g. customs duties) arising as a result of any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding commodity code as well as the non-preferential origin of the goods supplied (using ISO alpha-2 codes) and provide suitable evidence to support these statements if required. Suppliers that have their registered office outside the European Union or Turkey but in a country with which the European Union or Turkey have concluded a preferential agreement must provide information about preferential status of supplied goods in the form agreed on in the relevant preferential agreement itself.
- 4.4 The Supplier undertakes to print commodity code and non-preferential origin as well as national export list number (if applicable) of the goods supplied on his invoice.
- 4.5 The Supplier undertakes to inform the Purchaser immediately in writing in the event that any declaration of preferential status or non-preferential origin or commodity code, or any part thereof, ceases to be valid or is subject to change.
- 4.6 The Supplier agrees to comply with any relevant international security programs (e.g. C-TPAT/AEO F or C/KC Air Cargo Security) in order to ensure the punctual delivery of supplies to the Purchaser. If the Supplier has not been certified for any of these security programs, they must provide a security declaration with the first delivery. New security declarations must be provided every two (2) years.
- 4.7 Unless otherwise agreed in writing, deliveries shall be made to their destinations free of freight charges and packaging costs DAP (Incoterms 2020) at the named MH location.
- 5. Invoices / Payment Terms**
- 5.1 Invoices must include our complete Order data (Order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment. Invoices must be submitted as specified in the Order. We reserve the right to return invoices with incomplete or inaccurate Order data or with inaccurate or incomplete billing address to the Supplier.
- 5.2 Unless a special arrangement has been made payment shall be made by way of bank transfer after thirty (30) days net as of the day of receipt of the goods, but no earlier than as of receipt of the invoice. If the payment is made within twenty (20) days, a three percent (3%) cash discount will be deducted.
- 5.3 In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.
- 5.4 In case of short deliveries, we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment.

- 5.5 The Supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us without our prior written consent.
- 6 Supplier's Master Data**
- 6.1 Prerequisites for entering into any business relationship with a Supplier are that the Supplier provides a DUNS number and any other information required during the registration process. An Order can only be placed with Suppliers who, at the time of ordering, are registered with our Supplier portal with their DUNS number.
- 6.2 The Supplier portal can be accessed from the Supplier area of the MANN+HUMMEL home page. The Supplier undertakes to always keep his data up to date in the portal. The Supplier undertakes to verify his datasets at least once per year.
- 7 Force Majeure**
- 7.1 Force Majeure such as wars, natural disasters, official measures (such as confiscation, ban on exports), other unforeseeable, unavoidable acts that are outside of the Supplier's field of influence and for which the Supplier is not responsible shall release the parties from their duties for the duration of the disturbance. The parties shall be obligated to immediately provide all and every information related to the Force Majeure. In cases of Force Majeure concerning us we shall also have the right, at our discretion, to wholly or partially withdraw from the contract
- 7.2 Shortage of raw material and strikes are not considered events of Force Majeure.
- 7.3 Should such event last longer than two months, we may terminate the respective agreement without notice.
- 8 Notice of Defects**
- 8.1 Defects in the goods delivered will be notified to the Supplier once we discover them in the ordinary course of our business but not later than ten (10) working days following the detection.
- 8.2 Supplier shall perform an appropriate outgoing inspection.
- 9 Defects**
- 9.1 Warranty claims for parts intended for automobiles or commercial vehicles shall expire within twenty four (24) months as of first-time registration of the vehicle or installation of the spare part, but no later than after thirty (30) months as of delivery to us. For all other parts and delivery items, the warranty claims shall expire after twenty four (24) months as of delivery to our customers, unless other periods have been expressly stipulated in writing.
- 9.2 Unless provided otherwise in this clause 9, the Supplier shall be liable according to applicable statutory provisions, in particular for defects of the delivery, and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent.
- 9.3 In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies – promptly remove the defect free of charge or deliver parts that are free from defects (incl. in each case the necessary expenses, for example costs for installation and removal), or to reasonably reduce the purchase price. Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may rescind the contract and return the goods to the Supplier at his own risk and cost.
In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs we may incur shall be borne by the Supplier.
- 9.4 Supplier shall perform reasonable analyses and start corrective actions to remove the cause of the defect in order to prevent such defect from reoccurring.
- 9.5 Should the Supplier deliver defective goods more than once or should the Supplier repeatedly provide defective services, we shall be entitled, after a written warning, to terminate the contract even in respect of deliveries that have not yet been made.
- 9.6 The Supplier shall be obligated to reimburse us any and all pertinent costs for repairs or for the replacement of defective goods that we might incur. For each handling of a warranty case, the Supplier shall pay damages in the amount of two (2) local hourly rates that the MANN+HUMMEL entity - where the damage occurred - applies plus any additional costs or damages that we might incur. The Supplier shall have the right to prove that no damage was caused or the damage is materially lower.
- 10 Liability**
- Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent.
- 11 Product Liability**
- 11.1 The Supplier shall indemnify us from any third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the Supplier has caused the respective claim. The Supplier shall also reimburse us for all costs and expenses that we incur as a result of or in connection with a recall action or any other measures.
- 11.2 The Supplier shall undertake to maintain public and product liability insurance with a limit of indemnity of at least EUR 5,000,000 (EUR five million) in total per occurrence for personal injury, property damage, product-related damages and financial loss; coverage must be extended to include product recall cost with a limit of indemnity of EUR 3,000,000 (EUR three million) however, Supplier's liability shall not be limited to the amount covered by insurance. Supplier will provide Purchaser with a Certificate of Currency of this insurance, specifically mentioning the required cover sections, on annual basis and at the request of purchaser.
- 12 Quality, Environment and Documentation**
- 12.1 When making deliveries, the Supplier must comply with the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.
- 12.2 The Supplier shall maintain or develop management systems for Quality, Health and Safety and Environment aspects according to our expectations and based on IATF16949, ISO14001 and ISO45001 in the version as applicable from time to time. Certificates from an accredited office or second-party certification and equal QM systems may be approved after prior review on our part. The Supplier shall add a copy of the current certificate to the Supplier Portal, and shall update said certificate after expiry of the validity date without being specifically requested to do so. The Supplier must promptly notify us if the certificate is revoked.
- 12.3 Prototyping will be performed in accordance with "Quality Assurance of Supplies" (VDA Document, Volume 2) and/or according to PPAP, in their most current versions. In addition to prototyping as well as for relevant modifications of serial parts, the Supplier must enter all material data in the material database IMDS (International Material Data System: <http://www.mdssystem.com>); the approved and accepted IMDS entry of all relevant material data is part of and prerequisite for approval.
- 12.4 Regardless of a successful sampling, the Supplier must

- constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.
- 12.5 The Supplier shall comply with any applicable environmental protection laws and standards and ensure that all statutory and branch-specific declaration requirements and prohibitions of use are complied with. In particular legal requirements of the country of manufacture, place of delivery and if communicated place of use shall be taken into account. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.
- 12.6 The Supplier shall be obligated to comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Products that do not fully comply with the requirements of REACH must not be supplied to us. Additionally to REACH the Supplier shall also comply with the requirements of Regulation 2011/65/EU concerning the Restriction of (the use of certain) Hazardous Substances in electrical and electronic Equipment (RoHS) and with Conflict Minerals for worldwide deliveries. Products that do not fully comply with those requirements must not be supplied to us.
- 12.7 MANN+HUMMEL will send out standard letters regularly to relevant Suppliers asking the confirmation for compliance with the above enumerated regulations. The Supplier shall promptly respond to these letters.
- 12.8 The Supplier shall put the same obligations on his subcontractors in accordance with the above provisions.
- 13 **Industrial Property Rights (IPR)**
- 13.1 The Supplier warrants that he will not infringe any registered industrial property rights (e.g. patents, trademarks, designs or utility models), copyrights or any other third party rights by selling and providing the supplied products to us as contractually agreed. The Supplier shall fully indemnify us against any and all third-party claims resulting from the use or infringement of such rights.
- 13.2 The Parties shall promptly notify each other of any infringement or alleged infringement they become aware of and to give each other the opportunity to counter any such claims.
- 14 **Retention of Title**
In no event do we accept or acknowledge any retention of title – whether extended or prolonged - by the Supplier.
- 15 **Confidentiality**
- 15.1 The Supplier shall treat any information, formulas, drawings, models, tools, technical records, procedural methods, software and other technical and commercial knowhow made available by us or acquired through us, as well as any related work results (hereinafter “Confidential Information”) strictly confidential towards third parties. The Supplier may only use the Confidential Information in its own business for purposes of performing deliveries to us and may only make it available to such persons who need to have access to it in connection with our business relation and are bound by a respective confidentiality obligation. This provision shall apply beyond the duration of our business relation if and to the extent the Supplier is unable to prove that the Confidential Information was known to him or was in the public domain already at the time it was acquired or was later made public without the Supplier’s fault.
- 15.2 We retain title to any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the Supplier in the course of the business relation, they shall be returned to us or destroyed at the Supplier’s cost upon our request at any time, but no later than upon termination of the business relationship (including any copies, extracts and replicas). The Supplier does not have any right of retention in relation to Confidential Information.
- 15.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copy-rights of the Supplier and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.
- 16 **Code of conduct for Suppliers**
The Supplier shall observe the MANN+HUMMEL Code of Conduct when performing their deliveries and services. The Supplier undertakes to safeguard human rights, comply with labor standards, applicable data protection regulations and not to tolerate discrimination or forced/child labor. The Supplier confirms that it does not tolerate any form of corruption or bribery. The Supplier will also require its subcontracted Suppliers to comply with the Code of Conduct. The MANN+HUMMEL Code of Conduct can be accessed at www.mann-hummel.com/coc. If the Supplier culpably infringes these obligations then, without prejudice to other claims, MANN+HUMMEL shall be entitled to terminate the contract.
- 17 **Data Protection**
- 17.1 The contracting parties may provide each other with personal data in the course of the performance during the contractual relationship. The processing and transfer of which will be done in accordance with applicable data protection law. Each contractual party is a data controller in respect of personal data processing.
- 17.2 The Supplier is obliged to comply with data protection regulations in its deliveries and services. In particular it will oblige its employees to maintain data confidentiality according to applicable data protection law, if these employees have access to personal data.
- 17.3 If personal data are collected, processed or used by the Supplier on behalf of MANN+HUMMEL or if personal data are accessible in the context of the performance of the contractual relationship an additional data protection contract has to be concluded if needed by applicable data protection law.
- 17.4 Further information by MANN+HUMMEL regarding personal data processing of Suppliers are accessible under: www.mann-hummel.com/dataprocessing
- 18 **General Provisions**
- 18.1 If any of the provisions contained in these Terms and Conditions and other agreements are or become invalid, it shall not affect the validity of the remaining contract. The Parties shall replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.
- 18.2 In the event of any discrepancy between the English original version of these Terms and Conditions of Purchasing and any foreign language translation, the English version prevails.
- 18.3 The place of performance for all deliveries shall be the place indicated in the Order.
- 18.4 Unless otherwise agreed, the local laws of the purchasing company should be the governing law. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.
- 18.5 The place of jurisdiction shall be the place of the registered office of the purchasing MANN+HUMMEL Company. However, we have the right to file claims against the Supplier also at the place of his registered office.

These Terms and Conditions of Purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect.
Please confirm these conditions for us by returning the signed document to us.
Please contact your responsible purchaser at MANN+HUMMEL if you have any queries.
Supplier hereby acknowledges to have received and accepted our current Terms and Conditions of Purchasing for Production Material.



Place, date

Signature Supplier and Company stamp

Company name