



Berger Group Terms and Conditions of Purchase for Production Material

1. General / Scope

- 1.1. These Terms and Conditions of Purchase shall apply to all contracts pertaining to the supply of (and services for) production material between companies of the BERGER Group as per Annex 1 (hereinafter "BERGER") and supplier or companies affiliated with the supplier (hereinafter individually or jointly referred to as "SUPPLIER"). The term "Production Materials" means all products and materials and associated services, such as machining, whether BERGER has provided the material or preliminary product to be machined or the SUPPLIER purchases it itself, which BERGER obtains from SUPPLIER (hereinafter referred to as "Contract Product").
- 1.2. These Terms and Conditions of Purchase apply exclusively to contractual relations between BERGER and SUPPLIER. Deviating, conflicting or supplementary terms and conditions of the SUPPLIER shall not apply, even if these have not been rejected, or even if Contract Products of SUPPLIER have been accepted or paid for without reservation in knowledge of the terms and conditions of SUPPLIER.

2. Formation of contract

- 2.1. The contract pertaining to the supply of (and services for) Contract Products ("Purchase Contract") is concluded by means of an order, scheduling agreement or scheduling agreement release (hereinafter collectively referred to as "Order") on the part of BERGER and acceptance by SUPPLIER. The contracting parties shall be the respective ordering BERGER company and the company of SUPPLIER named in the respective Order.
- 2.2. Acceptance of an Order may be made in writing, by commencement of performance or delivery or, in the absence of objection, within the periods specified below. Orders shall be deemed to have been accepted by SUPPLIER, if SUPPLIER does not object within 5 business days of receipt. Scheduling agreement release/call-offs shall become binding on SUPPLIER if it does not object within 48 hours, whereby a right of objection on the part of SUPPLIER shall only exist to the extent that the quantity specified in the scheduling agreement release exceeds the capacity to be maintained by SUPPLIER by more than 20%.
- 2.3. These Terms and Conditions of Purchase shall apply to any Purchase Contract, as well as to any amendments and supplements thereto.

3. Changes, cost estimates

- 3.1. BERGER is entitled to demand changes to a Purchase Contract, in particular, the Contract Product, at any time, unless these would be unreasonable for SUPPLIER. SUPPLIER shall notify any effects, in particular, with regard to additional and reduced costs, within ten working days. After expiry of this period, a price adjustment request is excluded.
- 3.2. Cost estimates are binding for SUPPLIER. These are not to be remunerated unless expressly agreed otherwise.

4. Delivery and quantities, forecasts

- 4.1. In the case of recurring deliveries under a Purchase Contract, BERGER will generally provide SUPPLIER with quantity forecasts by calendar week or month in scheduling agreement releases, which will be updated on an ongoing basis. SUPPLIER is obliged to ensure sufficient capacities to be able to fulfil the planned quantities on time including a reserve of 20%. BERGER bears an obligation to accept delivery only for the delivery quantities of Contract Products specified according to specific days and, in addition, for finished goods, within the scope of the production release period specified in the scheduling agreement releases and for materials already ordered by SUPPLIER, and which can no longer be cancelled for Contract Products within the scope of the material release period. Any other quantities and dates are previews for better planning for SUPPLIER and are non-binding for BERGER.
- 4.2. Forecast quantities shall be deemed to have been confirmed by SUPPLIER unless he objects to the respective forecast in writing within 3 working days of receipt thereof. An objection is only permissible if quantities of a previous forecast are exceeded by more than 20%.

5. Delivery dates and delivery documents

- 5.1. Deliveries must be made on the delivery dates specified in scheduling agreement releases/call-offs or directly in a purchase order, namely with receipt of goods at BERGER. The provision of the Contract Products at the agreed place of delivery is decisive for the timeliness of a delivery. SUPPLIER shall dispatch or make available the Contract Product in due time, taking into account the usual time for loading and dispatch.
- 5.2. If SUPPLIER recognises that a deadline cannot be met, he must immediately inform his contact person in our company in writing, stating the reasons and the expected duration of the delay. At our request, SUPPLIER shall perform acceleration measures (e.g. fastest possible transport, calling in third parties, etc.) at its own expense, in order to avoid damage caused by delay to us or our customers (e.g. due to an interruption of production, machine downtime, special trips or additional processing effort).
- 5.3. Early delivery or partial delivery is only permissible if this has been expressly agreed in advance. Otherwise, BERGER has the right to return or store the delivery at the cost and risk of SUPPLIER.
- 5.4. The values determined by BERGER on receipt of the goods are authoritative for quantities, weights and dimensions, subject to proof to the contrary.
- 5.5. Minimum details in the delivery note: SAP order number (ours in each case), delivery schedule number, SAP material number, part or material designation.

6. Packing, shipping

- 6.1. Insofar as no agreement exists with regard to the packaging, the goods shall be packaged in a manner that is customary in commerce, appropriate and recyclable. Applicable packaging regulations must be complied with. Insofar as SUPPLIER is obliged to take back the packaging used, it shall bear the costs of return transport and recycling.
- 6.2. Containers or packaging provided by BERGER remain the property of BERGER.
- 6.3. SUPPLIER must send a dispatch notification to BERGER

7. Verification of customs payments and product origin, verification under sales tax law and export restrictions

- 7.1. Furthermore, SUPPLIER shall provide all documents and other information required by customs regulations or other laws and regulations in full. This includes, in particular, customs drawback documents, proofs of origin and all other information relating to the commercial or preferential origin of the Contract Product and materials contained therein.
- 7.2. SUPPLIER guarantees to provide information on the respective prescribed preferential origin and to enclose the respective prescribed proof of origin for goods deliveries from a free trade agreement/preferential agreement country. For deliveries of goods within the European Union (EU), he shall issue a long-term supplier's declaration in accordance with the applicable EU implementing regulation within a period of 21 days after request by us. In the case of a first delivery, the information on commercial and preferential origin shall be provided in writing at the latest at the time of the first delivery. Any subsequent changes must be notified to us in writing without delay.
- 7.3. SUPPLIER shall inform us immediately if a delivery is subject to export restrictions in whole or in part.

8. Prices, terms of payment and delivery

- 8.1. Agreed prices are fixed prices. Unless otherwise agreed, prices are delivered, duty and taxes paid (DDP as per Incoterm 2020), including taxes, duties and other charges, packaging, freight, tolls, other surcharges, postage and insurance.
- 8.2. In the case of a temporary price agreement, the parties shall enter into new price negotiations in good time and in good faith. If the parties have not agreed on a new price agreement by the end of the term of a fixed-term price agreement, the last existing price agreement shall continue to apply unchanged.
- 8.3. SUPPLIER is not entitled to adjust prices and/or demand additional costs of any kind unless BERGER has expressly agreed in writing in advance.
- 8.4. Unless otherwise agreed, payment of the invoice shall be made within 30 days, 3% trade discount from the due date and receipt of both the proper invoice and the goods or performance of the service. In the event of acceptance of a premature delivery, the due date shall be based on the agreed delivery date. Invoices must comply with the respective statutory provisions and, in particular, contain the VAT identification number or tax number, the quantity and type of goods invoiced, the date of delivery or service and the supplier and order number.
- 8.5. SUPPLIER is not entitled to assign its claims against us or to have them collected by third parties without our written consent, which may not be unreasonably withheld.

9. Provision, tools

- 9.1. Semi-finished and finished products and raw materials, as well as technical data, matrices, templates, samples, drawings, measuring equipment, auxiliary and operating materials, tools, etc. ("Bailed Property") provided by BERGER remain the property of BERGER and must be marked as such, stored securely and maintained in good condition for the duration of the transfer and replaced in the event of loss or damage.

- 9.2. If BERGER commissions the manufacture or procurement of tools, devices, measuring equipment or similar aids ("Tooling") from SUPPLIER, which are paid for by BERGER by means of a one-off payment or by amortisation over the deliveries, these shall become the property of BERGER after completion.
- 9.3. If the tools are intended for the manufacture of Contract Products for BERGER by SUPPLIER, BERGER shall make them available to SUPPLIER as a bailment, exclusively for this purpose. SUPPLIER will store the tools free of charge and properly for BERGER. Tools owned by BERGER must be visibly marked as such by SUPPLIER. Tools, as well as the items produced with them, may not be passed on to third parties or used for them or for SUPPLIER's own purposes without the prior written consent of BERGER.
- 9.4. The processing, use or assembly of the Bailed Property, as well as Tooling owned by BERGER, may only be carried out for BERGER. It is hereby agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the underlying Bailed Property to the value of the overall product, which are kept safe for us by SUPPLIER. Products manufactured with such Bailed Property may only be delivered to third parties with our express written consent. All materials provided must be returned to BERGER immediately and in full upon request or destroyed.

10. Property rights, software

- 10.1. Industrial property rights, in particular, patent rights and copyrights, to drawings, illustrations, calculations and other documentation, which BERGER makes available to SUPPLIER, remain with BERGER. SUPPLIER shall only be granted a temporary right of use for the duration of the supply relationship with BERGER and only for the purposes of supplying Contract Products to BERGER.
- 10.2. SUPPLIER is liable for ensuring that the Contract Products and their use in accordance with their intended purpose do not infringe any third-party property rights, and shall indemnify BERGER against third-party claims for infringement of property rights arising from the use of the Contract Products in accordance with their intended purpose. This does not apply in the case of infringements of industrial property rights based on the design, insofar as SUPPLIER has manufactured the Contract Product in accordance with drawings provided by BERGER or other technical information equivalent thereto, and could not have known in connection with said products manufactured by it that industrial property rights would be infringed thereby. In addition, SUPPLIER shall, upon request, immediately provide us with the information and documents relating to its performance required for the defence against such third-party claims.
- 10.3. Unless otherwise agreed, BERGER is granted a simple, transferable and irrevocable right to use individual and standard software, which is part of/integrated into the contract product, for all types of use, unlimited in terms of time, space and content.

11. Activity on BERGER premises

Insofar as SUPPLIER carries out work on the premises of BERGER, it shall comply with the relevant, valid safety and accident prevention regulations of BERGER, and take account of the instructions issued by BERGER regarding conduct on the premises in accordance with the external company regulations.

12. Quality, incoming goods inspection

- 12.1. SUPPLIER shall observe the latest technological standards in the manufacture and delivery of the Contract Products, and shall comply with all quality standards, guidelines and statutory regulations and other requirements, in particular, the Quality Assurance Agreement of the Berger Group (available at www.aberger.de/en/downloads).
- 12.2. SUPPLIER shall analyse and verify the specification before accepting the order. He acknowledges that the specification is sufficient and suitable to produce the goods in accordance with the Purchase Contract.
- 12.3. SUPPLIER shall inspect subcontracted supplies from its sub-suppliers before using them for Contract Products, and check them for defects.
- 12.4. If BERGER lodges a complaint with SUPPLIER concerning a defect, or if SUPPLIER identifies quality problems, SUPPLIER must immediately take measures to ensure that further deliveries are free of defects.
- 12.5. BERGER is entitled to inspect and audit the manufacturing process of SUPPLIER to a reasonable extent at any reasonable time, subsequent to prior notification on site.
- 12.6. SUPPLIER shall, prior to delivery of the Contract Products to BERGER, carry out an outgoing goods inspection of an appropriate nature and scope, and ensure that the Contract Products are free from defects. SUPPLIER is aware that this outgoing goods inspection replaces a complete incoming goods inspection, as well as a complete inspection prior to final processing at BERGER.
- 12.7. Upon receipt, BERGER will inspect the Contract Products for external (and obvious) defects, identity, missing quantities, as well as transport damage and check characteristics specified by BERGER using a Skip Lot Procedure. There is no further obligation to inspect incoming goods. BERGER shall lodge a complaint with SUPPLIER about any defects discovered in the ordinary course of business immediately after they have been discovered. In this respect, the SUPPLIER hereby waives the objection of delayed notification of defects.

13. Warranties

- 13.1. SUPPLIER warrants that the Contract Products are free from defects, in particular, in type, quantity, quality, functionality, compatibility, interoperability, safety and other agreed characteristics. The Contract Products shall (i) comply with the specification, drawing and other agreed technical requirements, (ii) be suitable for the use presupposed under the Purchase Contract and for normal use, (iii) correspond to the initial samples approved by BERGER, (iv) and possess a degree of quality that is customary for products of the same type and correspond to the latest technological standards.
- 13.2. If a defect is discovered at BERGER prior to the start of processing, SUPPLIER shall be given the opportunity to remedy said defect ("Rectification") or to replace the defective goods ("Subsequent Delivery") at the discretion of BERGER. If the type of subsequent performance is not specified in the request for subsequent performance, SUPPLIER shall subsequently deliver a defect-free product.
- 13.3. Insofar as the defective goods have already been processed by BERGER at the time of discovery of the defect, SUPPLIER must subsequently deliver a defect-free contract product. The

subsequent delivery can be made in such a way that BERGER uses a Contract Product from another delivery or spare parts delivery and SUPPLIER credits the price of the Contract Product to BERGER or replaces it.

If subsequent performance by SUPPLIER is not possible (or not reasonable) when the defect is discovered, e.g. if the Contract Product is integrated into the production process at BERGER or another customer in such a way that a waiting period would interrupt the production process and lead to considerable damage, or if the Contract Product is already deployed and the logistical effort would already be disproportionately high, BERGER may carry out subsequent performance itself or have it carried out by third parties.

- 13.4. The parties agree that a complaint by BERGER is also to be understood as a request for subsequent performance. Since the Contract Products are used in the ongoing production process, subsequent fulfilment must take place immediately, as a rule within 1-2 days, unless BERGER has specified a deadline for subsequent fulfilment in the complaint.
- 13.5. Within the scope of subsequent performance, SUPPLIER shall bear all necessary expenses, in particular, the costs for finding the cause, the transport, travel, labour and material costs.
- 13.6. In addition to the expenses of subsequent performance under Clause 13.5, SUPPLIER shall also reimburse the costs of removing the defective Contract Products and installing the defect-free Contract Products.
- 13.7. Insofar as the Contract Products are used by BERGER or its customers as part of a just-in-time process, the parties agree that, in order to avoid further damage, the setting of a deadline for subsequent performance is dispensable.
- 13.8. The limitation period for warranty claims is 60 months. The limitation period begins with the delivery of the Contract Product; in the case of work performed (Werkleistung) by SUPPLIER, with the acceptance by BERGER. Any statutory longer limitation periods shall have priority.
- 13.9. Insofar as a BERGER customer uses a procedure for determining and settling warranty cases that is customary in the automotive industry (such as reference market procedure, limited presentation of defective parts), this procedure shall also apply to the relationship between SUPPLIER and BERGER.
- 13.10. Further statutory regulations and rights of BERGER, in particular, compensation for damages, withdrawal or reduction, remain unaffected.

14. Liability, product liability, recall

- 14.1. SUPPLIER shall compensate BERGER for all costs and damages caused by the delivery of defective Contract Products or any other breach of duty arising from the Purchase Contract. In the case of fault-based liability, this does not apply if SUPPLIER is not responsible for the defect or another breach of duty.
- 14.2. In the event that a claim is asserted against BERGER on the basis of product liability for personal injury or property damage, or on the basis of a recall, SUPPLIER is obliged to indemnify BERGER against such claims if (and insofar as) the claim was caused by a defect in the Contract Product or another breach of contract on the part of SUPPLIER.

- 14.3. Expenses, costs and damages (including court costs and the costs of legal action) for other measures to avert damages which are based on defective Contract Products or other breach of duty by SUPPLIER, shall be reimbursed by SUPPLIER, unless SUPPLIER is not responsible for the defect or other breach of duty.

15. Spare parts

If SUPPLIER makes recurring deliveries (series deliveries) for the Contract Products over a longer period of time, it shall be obliged to supply the Contract Products as spare parts for a period of 15 years from the end of the series delivery. Unless otherwise agreed, the series price for the spare parts shall apply until two years after the end of the series delivery, and shall be renegotiated thereafter.

16. Insurance

SUPPLIER is obliged to ensure adequate insurance cover (in particular, public liability, product liability and automotive recall insurance) with regard to its obligations. Upon request, he must provide us with proof of insurance cover.

17. Force majeure

Events of force majeure shall mean embargoes, natural disasters, riots, wars, pandemics, acts of sabotage, governmental and official measures and events comparable to the aforementioned events, insofar as the respective event was unforeseeable and beyond the control of the affected party and cannot be averted by appropriate, reasonable measures (e.g. preventive risk, material and supplier management) of the affected party. A force majeure event shall release the contracting parties from their obligations for the duration of the disruption and to the extent of its effect. The Party impacted by a force majeure event must immediately notice to the other party and must make all reasonable efforts and incur all reasonable costs to mitigate the effect of the force majeure event.

18. Confidentiality

All technical, commercial and other information made available to SUPPLIER by BERGER – including the items, documents and other findings or experience handed over (“Confidential Information”) – must be treated confidentially, and is to be used exclusively for the purposes of delivery to BERGER within the framework of a Purchase Contract. Confidential information may not be disclosed to third parties, and may only be made available to those persons who must necessarily be involved in its use for the purpose of implementing the contract and who are also obliged to maintain confidentiality. The duty of confidentiality does not apply to information that is publicly known at the time it is provided, is already in the lawful possession of the receiving party, or has been disclosed by third parties by legally permissible means.

19. Compliance, data protection

- 19.1. SUPPLIER undertakes to comply with all laws and regulations applicable to the performance of its supplies and services in the countries in which it purchases, produces, has produced and/or to which it delivers, as well as with the laws and regulations of the countries stated vis-a-vis SUPPLIER prior to performance.
- 19.2. In addition, SUPPLIER undertakes to comply with the Code of Conduct at BERGER (available at www.aberger.de/de/downloads).

- 19.3. All applicable laws and regulations on the protection of personal data must be observed. SUPPLIER agrees that we may store the data of SUPPLIER required within the scope of the business relationship and of the contracts concluded with SUPPLIER via EDP, and use them only for our own purposes within our Group-affiliated companies.

20. Termination

- 20.1. Both parties are entitled to extraordinary termination for good cause. Good cause shall be deemed to exist, in particular, in the event of a breach of material contractual obligations; in the event of a remediable breach, however, only after the contractual partner deemed to be in breach has been requested without success to remedy the breach within a period of 4 weeks. In addition, good cause for BERGER is deemed to exist i) if the customer of BERGER terminates (or cancels) a contract for which the contract product is used to a significant extent, ii) if there is a change in the corporate circumstances of SUPPLIER which leads to dominant control of SUPPLIER by a competitor of BERGER, as well as iii) if a significant deterioration in the financial circumstances of SUPPLIER occurs or threatens to occur and the fulfilment of a delivery obligation vis-a-vis BERGER is jeopardised as a result.
- 20.2. BERGER is furthermore entitled to terminate the contract subject to a 12 months notice period. Ordinary termination by SUPPLIER is excluded in the case of a Purchase Contract with a fixed term until the end of the term. In the case of a Purchase Contract with an indefinite term, ordinary termination by SUPPLIER shall be excluded until the end of the fifth year after conclusion of the Purchase Contract. Thereafter, SUPPLIER shall be entitled to terminate the Purchase Contract by giving 12 months' notice to the end of a calendar year.

21. General provisions

- 21.1. Deliveries and services may only be retained if counter-claims of SUPPLIER have been established by declaratory judgement, acknowledged or are undisputed.
- 21.2. The written form shall also be complied with by e-mail, remote data transmission (EDI) or fax. Verbal agreements of any kind require written confirmation, in order to be valid.
- 21.3. The place of performance for the delivery of the goods is the place named by us. The place of performance for our payments is at the registered office of the BERGER company which is the contractual partner of the respective contract.
- 21.4. Should any of the terms and conditions be or become invalid, the remaining provisions shall remain unaffected. The contracting parties are obliged to replace the invalid provision with a provision that takes into account the interests of both parties.
- 21.5. Each Purchase Contract is subject to the law of the state at the registered office of the BERGER company that is a party to the respective Purchase Contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.6. The place of jurisdiction for disputes arising from (or on the occasion of) a Purchase Contract is the court with jurisdiction at the registered office of the BERGER company that is the contractual partner of the respective Purchase Contract. Legal action may be brought against each contracting party at its general place of jurisdiction.

If SUPPLIER's place of business is located in the People's Republic of China and BERGER's place of business outside the PRC, all disputes arising out of or in connection with this Master

Purchase Agreement or a Purchase Agreement shall be finally and bindingly settled under the Rules of Arbitration of the International Chamber of Commerce (ICC), without recourse to the ordinary courts of law, by one or more arbitrators appointed in accordance with these Rules. The language of arbitration shall be English. The place of arbitration shall be Munich, Germany.

ADDENDUM to

BERGER Group's General Terms and Conditions of Purchase for Production Material

Special Provisions for North America (United States and Canada)

These special provisions for North America form an integral part to the BERGER Group's Terms and Conditions of Purchase for Production Material (Terms and Conditions of Purchase) for Orders placed by Berger USA and Berger Canada or any other company of the BERGER Group having its principle place of business in the United States or Canada.

The following changes made to the BERGER Terms and Conditions of Purchase shall take precedence over the changed provisions to the extent of the change. All other provisions of the Terms and Conditions of Purchase shall remain unaffected hereby, including defined terms in the Terms and Conditions of Purchase, as used herein, unless otherwise specified. References to Sections mean Sections of the Terms and Conditions of Purchase.

2. Formation of contract

Section 2.1 shall be amended by adding the following first sentence, but not replacing any sentence of 2.1.

Each Order is an offer to SUPPLIER by BERGER for the purchase of Contract Products identified in that Order.

Section 2.3 shall be replaced as follows:

2.3 The Purchase Contract consists of the following (i) the Order; (ii) specifications of the Contract Products issued or agreed to by BERGER; (iii) these Terms and Conditions of Purchase; (iv) Scheduling agreement releases (as defined in 2.2) issued by BERGER to SUPPLIER; (v) all other documents specifically incorporated into the Purchase Contract; and (vi) the then current BERGER's Code of Conduct and quality agreement, which are either delivered by BERGER to SUPPLIER or posted at BERGER's supplier web portal (available at www.aberger.de/en/downloads). To the maximum extent possible these Terms and Conditions of Purchase shall be interpreted consistently with the other elements of the Purchase Contract, but in the event of conflict, the Order and other elements specific to the Contract Products shall prevail over the Terms and Conditions of Purchase.

Unless otherwise agreed upon or stated on the Order, the Purchase Contract constitutes requirements contract where SUPPLIER will supply and BERGER will buy BERGER's requirements or a share of requirements for the Contract Products. SUPPLIER acknowledges that BERGER's requirements are dependent upon the requirements of customers and may not be within the control of BERGER. Unless otherwise specifically stated in the Purchase Contract, the Purchase Contract is not exclusive, and BERGER may purchase similar products and services from third parties.

8. Prices, payment and delivery terms

Section 8.1 shall be replaced as follows:

8.1

The purchase price is specified in the Purchase Contract (typically in the Order) and is a firm fixed price for the duration of the and not subject to increase for any reason. In agreeing to this long-term firm fixed price commitment, SUPPLIER acknowledges and assumes the risk that its costs may

increase during the duration of the Contract. Unless otherwise agreed, prices are delivered, duty and taxes paid (DDP as per Incoterm 2020), including taxes, duties and other charges, packaging, freight, tolls, other surcharges, postage and insurance and all other costs of SUPPLIER.

13. Warranties.

Section 13 shall be replaced entirely as follows:

- 13.1 In addition to any other express and implied warranties provided by law or otherwise, SUPPLIER expressly warrants to BERGER, its customer(s) and their respective successors and assigns that all Contract Products shall:
- conform to the Purchase Contract, specifications, drawings, samples, and descriptions furnished to, specified by, or approved by BERGER in all respects;
 - be merchantable;
 - be free from all defects in design (to the extent designed by SUPPLIER), workmanship and materials;
 - be fit and sufficient for the purposes intended by BERGER;
 - satisfy SUPPLIER's obligations under Section 12;
 - conform to all applicable Laws (meaning acts, rules, regulations, ordinances or other requirements of any national, state, provincial, local, multi-national or international body).
- 13.2 In carrying out any services or works, SUPPLIER shall ensure that the best technical practices, skills, procedures, care, judgment and industry standards will be employed.
- 13.3 SUPPLIER also warrants that title to all of the Contract Products shall be vested in BERGER free and clear of any and all liens and encumbrances of any nature and that the Contract Products do not and will not infringe any intellectual property rights.
- 13.4 Non-Waiver. SUPPLIER's warranties are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment, nor by BERGER's approval of any design, drawing, material, process or specifications. SUPPLIER waives any right to notice of breach.
- 13.5 Warranty Period. The warranty period is the longest of 60 months from the date of delivery, the warranty period provided by applicable Laws, or the warranty period agreed by BERGER with its Customer for the Contract Products. All warranties of SUPPLIER extend to future performance of the Contract Products.
- 13.7 If, in the event of a warranty claim, a BERGER customer uses a procedure that is standard in the automotive industry for determining and settling warranty claims (such as reference market procedures, limited presentation of damaged parts), this procedure shall also apply to the relationship between SUPPLIER and BERGER.
- 13.8 Insofar as a BERGER customer uses a procedure for determining and settling warranty cases that is customary in the automotive industry (such as reference market procedure, limited presentation of defective parts), this procedure shall also apply to the relationship between SUPPLIER and BERGER.

14. Liability, product liability, recall

Section 14 shall be replaced entirely as follows:

14.1 Indemnification. SUPPLIER agrees to indemnify, defend and hold harmless BERGER, its customers, agents, dealers and users of the Contract Products (or the products in which they are incorporated) and each of their shareholders, directors, officers and employers, on demand, (collectively "Indemnified Parties") from and against any and all costs, fees, penalties, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever ("Losses"), arising out of any claim (regardless of the legal theory or other basis for the claim) which, in whole or in part, arises from or relates to any actual or alleged:

14.1.1 noncompliance by SUPPLIER with any of its warranties or other obligations under the Purchase Contract;

14.1.2 any recall campaign, service action, or other voluntary or involuntary action by BERGER, its customer and/or the manufacturer of the vehicles (or other finished product) with respect to the Contract Products or products into which the Contract Products are incorporated ("Recall") to the extent the Recall is based upon a reasonable determination that the Products fail to conform to the warranties set forth herein notwithstanding the expiration of the warranty period set forth in Section 13.5;

14.1.3 any spill, discharge or emission of hazardous wastes or substances which relates, in whole or in part, to the Contract Products;

14.1.4 infringement (including claims of direct or contributory infringement or inducement to infringe) of any Intellectual Property Right (meaning trademarks, trade dress, patents, copyrights, trade secrets, and industrial design rights) relating to Contract Products provided by SUPPLIER;

14.1.5 damages to the property of or personal injuries to BERGER, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with SUPPLIER's work on the premises or SUPPLIER's use of BERGER's or Customer's property; and

14.1.6 challenge to the BERGER's sole right, title and interest in the Tooling (as defined in section 9), or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

14.2 BERGER Participation. If SUPPLIER is obligated to indemnify under this section, then BERGER may at its option participate in the defense of any claim with its own counsel, at SUPPLIER's expense.

14.3 Specific Performance. In any action brought by BERGER to enforce SUPPLIER's obligations in connection with the production or delivery of Contract Products, the parties agree that BERGER does not have an adequate remedy at law and BERGER is entitled to an immediate order for specific performance of SUPPLIER's obligations (including related temporary and preliminary injunctive relief). BERGER shall recover actual, reasonable attorneys' fees, and costs in any action arising out of the Purchase Contract, unless SUPPLIER is the prevailing party.

14.4 Cumulative Rights. The rights and remedies reserved to BERGER in the Purchase Contract are not exclusive and are cumulative with and in addition to all other legal or equitable remedies.

20. Termination

Section 20.2 shall be replaced as follows:

20.2 In addition to any other rights of BERGER to cancel or terminate a Purchase Contract, BERGER shall be entitled to terminate a Purchase Contract for convenience in whole or in part by at any time and for any reason, by providing thirty (30) days advanced written notice (including notice by e-mail). Following delivery of the termination notice, SUPPLIER shall, (i) terminate promptly all work under the Purchase Contract and transfer title and deliver to BERGER all finished work completed prior to receipt of a termination notice; (ii) if directed by BERGER, transfer title and deliver to BERGER all work in process, and the parts and materials which SUPPLIER produced or acquired in accordance with a Purchase Contract, not to exceed the quantity required for SUPPLIER to meet its delivery obligations under firm releases, and which SUPPLIER cannot use in producing goods for itself or for others.

The SUPPLIER may terminate a Purchase Contract only for non-payment of the purchase price for Supplies which are thirty or more days past due and material in amount, and then only if: (i) SUPPLIER first provides BERGER written notice specifying the amounts past due and SUPPLIER's intent to terminate the Purchase Contract if the past due amount is not paid; and (ii) BERGER, within 60 days of such notice, does not either: (x) pay the past due amounts; or (y) notify SUPPLIER that it disputes SUPPLIER's entitlement to payment. SUPPLIER shall terminate under this section by delivering a termination notice to BERGER. SUPPLIER may not suspend performance of the Purchase Contract for any reason.

21. General provisions

Section 21.6 shall be replaced as follows:

21.6 Jurisdiction and Applicable Law. The Purchase Contract shall be interpreted and enforced in accordance with the local, domestic laws of the State of South Carolina and of the United States of America, exclusive of the choice of law rules thereof. The United Nations Convention on Contracts for the International Sale of Supplies shall not apply to the Purchase Contract. The United States District Court for the District of South Carolina shall have exclusive jurisdiction and venue over any lawsuit arising out of or related to the Purchase Contract. SUPPLIER irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any court having jurisdiction under this section, including any objection that the place where such court is located is an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter.

For any legal or equitable action arising out of any Purchase Order from which the location of the Company issuing the Purchase Order is within Canada, Supplier consents to the exclusive jurisdiction of the Courts located in the Province of Ontario, and in no case further than the courts located within twenty (20) miles from Toronto, Ontario, Canada.

End of Addendum

ADDENDUM to

BERGER Group's General Terms and Conditions of Purchase for Production Material

Special Provisions for China

These special provisions for China form an integral part to the BERGER Group's Terms and Conditions of Purchase for Production Material (Terms and Conditions of Purchase) for Orders placed by Berger China or any other company of the BERGER Group having its principle place of business in the Peoples Republic of China.

The following changes made to the BERGER Terms and Conditions of Purchase shall take precedence over the changed provisions to the extent of the change. All other provisions of the Terms and Conditions of Purchase shall remain unaffected hereby, including defined terms in the Terms and Conditions of Purchase, as used herein, unless otherwise specified. References to Sections mean Sections of the Terms and Conditions of Purchase.

8. Prices, payment and delivery terms

Section 8.1 shall be replaced as follows:

8.1

The purchase price is specified in the Purchase Contract (typically in the Order) and is a firm fixed price for the duration of the and not subject to increase for any reason. In agreeing to this long-term firm fixed price commitment, SUPPLIER acknowledges and assumes the risk that its costs may increase during the duration of the Contract. Unless otherwise agreed, prices are delivered, duty and taxes paid (DDP as per Incoterm 2020), including taxes, duties and other charges, packaging, freight, tolls, other surcharges, postage and insurance and all other costs of SUPPLIER.

13. Warranties.

Section 13 shall be replaced entirely as follows:

13.1 In addition to any other express and implied warranties provided by law or otherwise, SUPPLIER expressly warrants to BERGER, its customer(s) and their respective successors and assigns that all Contract Products shall:

- conform to the Purchase Contract, specifications, drawings, samples, and descriptions furnished to, specified by, or approved by BERGER in all respects;
- be merchantable;
- be free from all defects in design (to the extent designed by SUPPLIER), workmanship and materials;
- be fit and sufficient for the purposes intended by BERGER;
- satisfy SUPPLIER's obligations under Section 12;
- conform to all applicable Laws (meaning acts, rules, regulations, ordinances or other requirements of any national, state, provincial, local, multi-national or international body).

13.2 In carrying out any services or works, SUPPLIER shall ensure that the best technical practices, skills, procedures, care, judgment and industry standards will be employed.

- 13.3 SUPPLIER also warrants that title to all of the Contract Products shall be vested in BERGER free and clear of any and all liens and encumbrances of any nature and that the Contract Products do not and will not infringe any intellectual property rights.
- 13.4 Non-Waiver. SUPPLIER's warranties are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment, nor by BERGER's approval of any design, drawing, material, process or specifications. SUPPLIER waives any right to notice of breach.
- 13.5 Warranty Period. The warranty period is the longest of 60 months from the date of delivery, the warranty period provided by applicable Laws, or the warranty period agreed by BERGER with its Customer for the Contract Products. All warranties of SUPPLIER extend to future performance of the Contract Products.
- 13.7 If, in the event of a warranty claim, a BERGER customer uses a procedure that is standard in the automotive industry for determining and settling warranty claims (such as reference market procedures, limited presentation of damaged parts), this procedure shall also apply to the relationship between SUPPLIER and BERGER.
- 13.8 Insofar as a BERGER customer uses a procedure for determining and settling warranty cases that is customary in the automotive industry (such as reference market procedure, limited presentation of defective parts), this procedure shall also apply to the relationship between SUPPLIER and BERGER.

15. Liability, product liability, recall

Section 14 shall be replaced entirely as follows:

- 15.1 Indemnification. SUPPLIER agrees to indemnify, defend and hold harmless BERGER, its customers, agents, dealers and users of the Contract Products (or the products in which they are incorporated) and each of their shareholders, directors, officers and employers, on demand, (collectively "Indemnified Parties") from and against any and all costs, fees, penalties, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever ("Losses"), arising out of any claim (regardless of the legal theory or other basis for the claim) which, in whole or in part, arises from or relates to any actual or alleged:
- 15.1.1 noncompliance by SUPPLIER with any of its warranties or other obligations under the Purchase Contract;
- 15.1.2 any recall campaign, service action, or other voluntary or involuntary action by BERGER, its customer and/or the manufacturer of the vehicles (or other finished product) with respect to the Contract Products or products into which the Contract Products are incorporated ("Recall") to the extent the Recall is based upon a reasonable determination that the Products fail to conform to the warranties set forth herein notwithstanding the expiration of the warranty period set forth in Section 13.5;
- 15.1.3 any spill, discharge or emission of hazardous wastes or substances which relates, in whole or in part, to the Contract Products;
- 15.1.4 infringement (including claims of direct or contributory infringement or inducement to infringe) of any Intellectual Property Right (meaning trademarks, trade dress, patents, copyrights, trade secrets, and industrial design rights) relating to Contract Products provided by SUPPLIER;
- 15.1.5 damages to the property of or personal injuries to BERGER, its customer, their respective agents, or any other person or entity to the extent arising from or in connection

with SUPPLIER's work on the premises or SUPPLIER's use of BERGER's or Customer's property; and

15.1.6 challenge to the BERGER's sole right, title and interest in the Tooling (as defined in section 9), or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

15.2 BERGER Participation. If SUPPLIER is obligated to indemnify under this section, then BERGER may at its option participate in the defense of any claim with its own counsel, at SUPPLIER's expense.

15.3 Specific Performance. In any action brought by BERGER to enforce SUPPLIER's obligations in connection with the production or delivery of Contract Products, the parties agree that BERGER does not have an adequate remedy at law and BERGER is entitled to an immediate order for specific performance of SUPPLIER's obligations (including related temporary and preliminary injunctive relief). BERGER shall recover actual, reasonable attorneys' fees, and costs in any action arising out of the Purchase Contract, unless SUPPLIER is the prevailing party.

15.4 Cumulative Rights. The rights and remedies reserved to BERGER in the Purchase Contract are not exclusive and are cumulative with and in addition to all other legal or equitable remedies.

20. Termination

Section 20.2 shall be replaced as follows:

20.2 In addition to any other rights of BERGER to cancel or terminate a Purchase Contract, BERGER shall be entitled to terminate a Purchase Contract for convenience in whole or in part by at any time and for any reason, by providing thirty (30) days advanced written notice (including notice by e-mail). Following delivery of the termination notice, SUPPLIER shall, (i) terminate promptly all work under the Purchase Contract and transfer title and deliver to BERGER all finished work completed prior to receipt of a termination notice; (ii) if directed by BERGER, transfer title and deliver to BERGER all work in process, and the parts and materials which SUPPLIER produced or acquired in accordance with a Purchase Contract, not to exceed the quantity required for SUPPLIER to meet its delivery obligations under firm releases, and which SUPPLIER cannot use in producing goods for itself or for others.

The SUPPLIER may terminate a Purchase Contract only for non-payment of the purchase price for Supplies which are thirty or more days past due and material in amount, and then only if: (i) SUPPLIER first provides BERGER written notice specifying the amounts past due and SUPPLIER's intent to terminate the Purchase Contract if the past due amount is not paid; and (ii) BERGER, within 60 days of such notice, does not either: (x) pay the past due amounts; or (y) notify SUPPLIER that it disputes SUPPLIER's entitlement to payment. SUPPLIER shall terminate under this section by delivering a termination notice to BERGER. SUPPLIER may not suspend performance of the Purchase Contract for any reason.

21. General provisions

Section 21.6 shall be replaced as follows:

21.6 Jurisdiction and Applicable Law. The Purchase Contract shall be interpreted and enforced

The contractual relationships shall exclusively be governed by PRC laws excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

Any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Purchase shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration proceeding shall occur in Shanghai. The arbitral award shall be final and binding upon the parties, and any party may apply to a court of competent jurisdiction for enforcement of such award.

End of Addendum