General Terms and Conditions of Purchase (Rev. 07, October 15, 2026)

1. Scope of Application

1.1 Insofar as the contractual relationship concerns the sale of goods, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply. For all matters not governed by the CISG, and in particular for services and development contracts, the laws of the Federal Republic of Germany shall apply on a supplementary basis. To the extent that neither the CISG nor German law provides a complete rule for a specific matter, the substantive law of the country in which the Contractual Partner has its registered office at the time of conclusion of the Agreement shall apply as a further subsidiary rule, excluding its conflict-of-laws provisions. The following General Terms and Conditions of Purchase ("GPC") apply to all our contracts, deliveries, and other services, unless they are amended or excluded with our express written consent. Any deviating, conflicting, or supplementary general terms and conditions of our Contractual Partner shall not become part of the Agreement, even if we do not expressly object to their validity or accept deliveries or services without reservation. They shall apply only if we expressly confirm their validity in writing in individual cases. Our GPC shall also apply to all future contracts, deliveries, and services with the Contractual Partner, even if their text is not sent to the Contractual Partner again with our inquiry or our order.

1.2 To the extent that written individual agreements, project contracts, or Special Conditions (“SC”) are concluded between Huf and the Contractual Partner in individual cases, these shall take precedence over the following General Terms and Conditions of Purchase. In all other respects, the contractual relationship consists of the following components:

- the Special Conditions, nomination contracts/project agreements, or service specifications (“SC”),
- these General Terms and Conditions of Purchase (“GPC”),
- the Annexes (in particular the Quality, Warranty, Tooling, Compliance, and Environment Annexes),
- individual purchase orders, delivery schedules, and call-offs.

In the event of any conflicts, the following order of precedence applies: First, the Special Conditions or other project- or order-specific agreements (“SC”) take precedence, followed by these GPC, then the Annexes, and finally individual purchase orders, delivery schedules, or call-offs.
Technical specifications, drawings, and specifications take precedence over commercial provisions insofar as they concern the technical nature of the deliveries or services.

2. Offer and Conclusion

2.1 Our orders are valid only if they are made in writing.

2.2 If our Contractual Partner does not accept our order within 5 days, we are no longer bound by the order. Any deviation from this applies only if we expressly agree to it in writing.

2.3 All agreements between us and our Contractual Partner must be set forth in writing upon conclusion of the Agreement. All agreements—including those made at a later date—shall only become effective upon our written confirmation; in this respect, the authority granted to our employees or representatives is limited.

2.4 Unless we expressly agree otherwise with our Contractual Partner, all prices are to be understood as inclusive of packaging, packaging materials, transportation costs, and other incidental expenses; only the statutory VAT is to be added to the prices, if applicable.

If delivery dates and delivery periods have been agreed upon, the payment terms in the event of early delivery shall be calculated not from the date of receipt of the goods, but from the scheduled delivery date. If the goods and invoice do not arrive at our premises simultaneously but at different times, the periods shall not begin to run until both the goods and the invoice have arrived at our premises. For the avoidance of doubt, any default interest or late-payment consequences shall likewise be calculated only from the expiry of the payment period as determined in accordance with the preceding sentences, and not from the actual date of receipt of the goods or the invoice.

2.5 Commercial confirmation letters from our Contractual Partner do not, even in the absence of our objection, result in the conclusion of an Agreement with terms deviating from our order and our other written statements.

2.6 2.6 The agreed prices are fixed prices. Any adjustment or increase of the prices during the term of the respective Agreement is excluded, unless expressly provided otherwise in a provision of this Agreement or unless Huf has given its prior written consent to a price change.

2.7 The Contractual Partner shall ensure the continued supply of all Contract Products, including spare parts and service parts, for a minimum period of fifteen (15) years following the last serial production delivery of the relevant Contract Product, unless otherwise agreed in writing on a case-by-case basis.

2.8 The Contractual Partner shall not be entitled to unilaterally cease the supply of serial production parts, spare parts or service parts for economic, technical, operational or organizational reasons.

2.9 If the Contractual Partner considers the continuation of supply to be at risk, it shall immediately notify Huf in writing and shall take all necessary and commercially reasonable measures to ensure continuity of supply.

2.10 Upon Huf’s request, and sufficiently in advance of any intended discontinuation of supply, the Contractual Partner shall provide Huf with the opportunity to:
(a) place a last-time-buy order;
(b) acquire or obtain the right to use the tooling, fixtures, production documentation, technical documentation and manufacturing information required for the continued production of the Contract Products; and/or

(c) transfer the production of the Contract Products to Huf or to a third party designated by Huf and provide all reasonably required transition assistance.

2.11 The foregoing obligations shall also apply in the event of a planned plant closure, production relocation, restructuring, insolvency proceedings or any other material deterioration of the Contractual Partner's financial or operational condition.

2.12 The Contractual Partner acknowledges that increases in costs, inflation, shortages of raw materials, energy costs, labour costs, logistics costs or similar economic circumstances shall not, in themselves, release the Contractual Partner from its supply obligations under this Agreement. However, if the Contractual Partner demonstrates that, due to extraordinary and unforeseeable changes in economic circumstances beyond its control, the continued performance at the agreed prices would lead to a substantial disproportion between the parties' respective obligations, the Contractual Partner shall be entitled to request the commencement of price renegotiations with Huf. Such request must be made in writing, substantiated with verifiable evidence, and does not suspend or reduce the Contractual Partner's delivery obligations pending the outcome of the negotiations. Any price adjustment shall require the express written agreement of Huf.

3. Delivery, Transfer of Risk, and Ensuring Delivery

3.1 Unless we have agreed otherwise with our Contractual Partner, our Contractual Partner is not entitled to make partial deliveries and/or provide partial services.

3.2 Unless otherwise agreed with our Contractual Partner, our Contractual Partner must deliver the goods to us free of charge. In any case, the risk of loss or damage to the goods and the risk of non-performance shall not pass to us until the goods and services arrive at our premises or at the receiving location designated by us.

3.3 Our Contractual Partner must enclose two delivery notes with each shipment, which must contain all essential details of our order. The invoice must contain the same information.

3.4 Our Contractual Partner must ensure the continuous, adequate, and timely supply of goods to itself and to us by implementing appropriate and verified measures (e.g., contingency plans, alternative production/procurement, and maintaining an adequate safety stock). To the extent possible, our Contractual Partner shall establish and implement a strategy for alternative suppliers for services or partial services that it manufactures or processes, either entirely or in part, specifically for us, either itself or through third parties. In this respect, our Contractual Partner bears the procurement risk for its services.

3.5 The mere receipt of the parts by us does not constitute either an acknowledgment or a confirmation of their quality. Furthermore, it does not constitute a loss or waiver of any rights on our part with respect to the parts and/or their quality. This applies in particular to defects that are not apparent at the time of delivery and may only become apparent during the use of the parts.

4. Delivery Dates, Call-Offs

4.1 The agreed delivery and call-off dates are binding; delivery periods are calculated from the date of our order or confirmation. If, for any reason whatsoever, our Contractual Partner faces the risk of a delivery delay, we must be notified immediately in writing, with evidence of the reasons and the expected duration of the delay, and all reasonable measures must be taken to mitigate damages (e.g., special transport, additional shifts).

4.2 Our delivery call-offs become binding at the latest if our Contractual Partner does not object to them within 5 business days of receipt. An objection does not release the Contractual Partner from the obligation to immediately propose a deliverable alternative.

4.3 We are entitled to suspend or reduce call-offs if there are reasonable doubts regarding the Contractual Partner's ability to deliver (e.g., repeated quality or delivery issues, capacity bottlenecks, indications of financial difficulties). Huf will inform the Contractual Partner of the reasons; further rights remain unaffected.

4.4 In the event of a delay in delivery, Huf is entitled to demand a liquidated damages for delay amounting to 1% of the value of the delayed delivery per completed week of delay, but not exceeding a total of 10% of the value of the delayed delivery. The compensation for delay becomes due upon the occurrence of the delay. The Contractual Partner reserves the right to prove that Huf incurred no damage or significantly less damage as a result of the delay. In this case, the compensation for delay shall be reduced accordingly. Huf's right to claim damages actually incurred that exceed the compensation for delay remains unaffected. Any compensation for delay paid shall be offset against such a claim for damages. Irrespective of the compensation for delay, Huf is entitled, in accordance with statutory provisions:

- to withdraw from or terminate the Agreement,
- to claim damages in lieu of performance,
- make a substitute purchase,
- claim additional costs, in particular for special transport or production changes,

provided the respective statutory requirements are met. Acceptance of a delayed delivery does not constitute a waiver of claims for delay in delivery.

5. Retention of Title, Processing, and Resale

5.1 The transfer of ownership of the delivered goods to Huf is unconditional and independent of payment of the purchase price. A retention of title by the Contractual Partner is generally not recognized, unless otherwise expressly agreed in writing in individual cases. If, in individual cases, Huf accepts an offer of transfer of ownership from the Contractual Partner that is conditional upon payment of the purchase price, any retention of title shall expire at the latest upon full payment of the purchase price for the delivery in question.

5.2 Any processing, mixing, or combining (further processing) of items supplied by the Contractual Partner or provided by Huf shall be carried out on behalf of Huf. This also applies in the event of further processing of the delivered goods by Huf or by third parties on behalf of Huf, such that Huf is deemed the manufacturer within the meaning of statutory provisions and acquires ownership of the newly created product no later than upon such further processing.

5.3 Huf is entitled to further process, install, or resell the delivered goods as well as products manufactured from them in the ordinary course of business. This entitlement exists even before full payment of the purchase price.

5.4 Huf is entitled to collect claims arising from the resale of the delivered goods or products manufactured therefrom in its own name. Huf is further entitled to assign these claims in whole or in part to third parties, in particular banks, financial institutions, or factoring companies, or to transfer them as security. The Contractual Partner hereby agrees to such an assignment.

5.5 Excluded are all forms of retention of title by the Contractual Partner that go beyond a simple retention of title, in particular:

- extended retention of title,
- the transferred retention of title,
- retention of title extended to further processing,
- as well as other provisions that restrict processing, combination, resale, or assignment of claims.

Such provisions shall not form part of the Agreement.

6. Right of Inspection

6.1 We are entitled, upon reasonable notice (generally three (3) business days), to conduct or have conducted inspections and audits at the contracting party's facility during normal business hours. This includes the inspection of processes, quality assurance, storage, packaging, and relevant documentation, insofar as they pertain to the contractual performance.

6.2 The right to conduct inspections also includes audits by Huf's customers or third parties commissioned by Huf, to the extent that this is necessary to meet customer requirements (e.g., OEM audits, VDA/ISO). Huf shall ensure that the Contractual Partner's legitimate confidentiality interests are given due consideration.

Audits and inspections do not relieve our Contractual Partner of its sole responsibility for performance in accordance with the Agreement.

7. Subcontracting

7.1 Our Contractual Partner is not authorized, without our prior written consent, to subcontract substantial parts of the deliveries or services to third parties or to substantially relocate the production site for the contractual deliveries. In particular, changes in subcontractors for safety- or quality-critical components, as well as process or location changes, require our consent.

7.2 Even in the case of permissible subcontracting, the Contractual Partner remains fully responsible and ensures that subcontractors comply with the contractual obligations (in particular quality, compliance, environmental, and export control requirements).

8. Assignment, Set-off, and Retention

8.1 The assignment of claims against us is permitted only with the prior written consent of Huf.

8.2 We are entitled to set off all existing or future claims that Huf or an affiliate of Huf is entitled to against the Contractual Partner.

8.3 We are also entitled to set off our claims against claims of the Contractual Partner or its affiliated companies, as well as against claims that the Contractual Partner has assigned to third parties. We are also entitled to set off our claims against claims of the Contractual Partner that the Contractual Partner holds against any company within the Huf Group. We are further entitled to set off claims of the Contractual Partner against claims that a company within the Huf Group holds against the Contractual Partner. Where Huf exercises a right of set-off involving claims of or against affiliated companies pursuant to this Section 8.3, Huf shall notify the Contractual Partner in writing without undue delay, specifying the claims set off and the affiliated companies involved.

8.4 In this context, "affiliated company" refers, with respect to a party, to a company that is directly or indirectly controlled by that party, controls that party, is consolidated with that party under common management, or is under common control with that party, whereby control is presumed if at least 50% of the shares or voting rights are held.

8.5 The Contractual Partner is entitled to set off claims against Huf's claims if and to the extent that such counterclaims are undisputed, ready for decision, or have been established by a final and binding court decision or arbitral award. The Contractual Partner may exercise a right of retention under the same conditions. This does not apply to the extent that mandatory law precludes such a restriction.

9. Change Management

9.1 Huf is entitled to request changes to the part specifications. The Contractual Partner must review these changes within ten (10) business days and, following mutual technical and commercial agreement, deliver initial samples to Huf in accordance with the Huf Supplier Manual.

9.2 Series production and delivery of the parts are contingent upon Huf's express acceptance of the initial samples.

9.3 The Contractual Partner is obligated to inform Huf immediately of all intended material quality changes, in particular with regard to

(a) the parts themselves,

(b) the materials used,

(c) the subcontractors or Contractual Partners of parts used.

9.4 Such changes may only be made with Huf's prior written consent.

9.5 All costs as well as all direct and indirect damages, including any claims by third parties, arising from changes pursuant to Section 9 shall be borne exclusively by the CONTRACTING PARTY.

10. Warranty, Incoming Goods Inspection, Rights in Case of Defects

10.1 Our Contractual Partner warrants that

- the products comply in every respect with the applicable legal requirements, regulations, and rules of the country in which the product is manufactured, stored, or from which it was delivered, and where it is used;
- the manufacture of the products is of high quality in accordance with the best industry standards, and that the products are safe, marketable, and suitable for their intended use, and comply with the latest state of the art as well as the specifications in every respect;
- the products are labeled in accordance with the specifications and legal requirements (the latter including, in particular, the country of manufacture and the country or countries of destination).

10.2 Without prejudice to the foregoing, the Contractual Partner shall, at its own expense, comply with all applicable EU and national laws, regulations, and technical standards relevant to the Contract Products, including in particular:

- continuous compliance with the then-current EU type-approval framework for motor vehicles and vehicle components (including Regulation (EU) 2018/858, Regulation (EU) 2019/2144, and the applicable UNECE regulations, in particular UN Regulation No. 11 on door latches and door retention components), and immediate written notification to Huf of any relevant changes to type-approval or certification requirements;
- providing Huf, upon request, with all information reasonably required to enable Huf to comply with its own traceability and information obligations as an economic operator under applicable product safety legislation (including Regulation (EU) 2023/988 on general product safety), in particular the identity of the Contractual Partner as supplier of the relevant parts or components, and retaining such information for the period required under that legislation;
- immediate notification to Huf of any regulatory order, recall directive, or market surveillance proceeding affecting or potentially affecting the Contract Products;
- prompt provision, upon request, of conformity evidence, test certificates, and related technical documentation.

10.3 Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection upon visual examination, including a review of the shipping documents (e.g., damage during transport, incorrect or short deliveries). Notwithstanding our obligation to inspect, our complaint (notice of defects) shall in any case be deemed to have been made immediately and in a timely manner if it is sent within 10 business days of discovery or, in the case of obvious defects, within 10 business days of delivery. For the avoidance of doubt, in the case of hidden defects (i.e., defects that are not discoverable by the incoming goods inspection described above), the 10-business-day period for giving notice shall commence only upon actual discovery of the defect, regardless of when delivery took place. This applies in particular to defects that only become apparent during further processing, installation, or use of the goods. The rights and obligations under Section 11 (Product Liability, Manufacturer Liability, and Recalls) shall remain unaffected.

10.4 In the event of defects in the goods, we are entitled, at our discretion, to demand either the rectification of the identified defects or a replacement delivery. If our Contractual Partner is unable to do so within a reasonable grace period set by us, or if they refuse to remedy the defects, or if such remedy is unreasonable for other reasons, we are entitled to have the identified defects remedied or to procure a replacement at the Contractual Partner's expense. In urgent cases, we may take the necessary measures ourselves without consulting the Contractual Partner and without having to grant a grace period.

10.5 The Contractual Partner shall indemnify us against any claims by our customers arising from the defectiveness of the delivered goods. This includes claims for reimbursement of costs incurred by us and our customers as a result of the defectiveness, in particular (but not exclusively) transportation, travel, labor, and material costs, as well as installation, removal, and testing costs.

10.6 Furthermore, we are entitled to the statutory warranty rights, pursuant to which we are entitled to claim a reduction in the purchase price in the event of defects in the goods or to withdraw from the Agreement and claim damages. In the event of legal defects, the Contractual Partner shall also indemnify us against any claims by third parties.

11. Product Liability, Manufacturer Liability, and Recalls

11.1 Our Contractual Partner shall indemnify us against all claims for damages asserted against us by third parties on the basis of the provisions governing torts, product liability, or other provisions due to defects or faults in the goods manufactured or delivered by us or by our Contractual Partner, to the extent that such claims against our Contractual Partner would be justified or are no longer justified solely because the statute of limitations has since expired. Under these conditions, our Contractual Partner shall also indemnify us for the costs of our legal defense incurred as a result of such claims against us.

11.2 If we or our customer are obligated to carry out a recall or service campaign against third parties due to a defect in a product delivered by the Contractual Partner, the Contractual Partner shall bear all costs and expenses associated with such a campaign. To the extent that the asserted claims are also valid against us or are no longer valid solely because the statute of limitations has since expired, we shall have a proportional right to indemnification against our Contractual Partner, the amount of which shall be determined in accordance with Section 254 of the German Civil Code (BGB). Our claims for indemnification and damages pursuant to Sections 437, 440, 478 of the German Civil Code (BGB) and on other legal grounds remain unaffected by the foregoing provision.

11.3 The Contractual Partner undertakes to take out and maintain, for the entire duration of the business relationship and for a period of five (5) years thereafter, product liability insurance with a reputable insurer, which shall also cover the risk of recall of defective goods. The minimum sum insured per occurrence shall be EUR 10,000,000.00 (ten million euros) for

personal injury and property damage combined, unless otherwise agreed in the applicable Special Conditions. The product liability insurance shall name Huf as an additional insured or, alternatively, include a waiver-of-subrogation clause in favour of Huf. The Contractual Partner shall provide Huf, upon request and without undue delay, with a current certificate of insurance evidencing the scope of cover, the sum insured, and confirmation that the policy is in force. The Contractual Partner shall notify Huf in writing without undue delay of any material reduction in cover, cancellation, or non-renewal of the insurance policy.

12. Cases of Force Majeure

12.1 In the event of force majeure, the contractual performance obligations of the parties affected thereby shall be suspended for the duration and to the extent of the effects of the force majeure event. During this period, the parties shall not be in default with respect to the affected performance obligations, nor shall they be liable for non-performance or delayed performance, to the extent and for as long as the force majeure event persists. Force majeure within the meaning of this Agreement includes natural disasters, fire, storm, hail; wildcat strikes and the consequences of industrial action, insofar as these cannot be influenced by the affected party; war, civil war, civil unrest, or war-like events; acts of terrorist or political violence, regardless of the number of persons involved; arrest, seizure, confiscation, or other interventions by public authorities, provided that such interventions are not attributable to misconduct on the part of the affected party.

12.2 However, the following do not constitute force majeure: production stoppages or disruptions on the part of the contracting party, delivery failures by the contracting party's Contractual Partners, material shortages, or increased purchase prices for the contracting party. By way of exception, such events shall be deemed force majeure if and to the extent that they are the direct result of legal or governmental restrictions imposed in connection with a pandemic. Likewise, force majeure does not include cases such as lockouts, announced strikes, blockades, road closures, or traffic jams, provided that the aforementioned obstacles were announced in the media or were known to the affected party from other industry-standard sources of information or should have been known to the affected party.

12.3 The Contractual Partner must notify us immediately of the event or circumstances constituting force majeure, providing details regarding the event, its effects, and its expected duration. Such notification must be made without undue delay, i.e., immediately after the Contractual Partner becomes aware of the relevant event or circumstances constituting force majeure. The contracting party's obligation to perform shall resume if it fails to make reasonable efforts to resume performance. Purchasing goods to be delivered (from competitors of the contracting party) is also reasonable.

12.4 If the force majeure event in question continues for more than four months after its onset, we may, taking the individual case into account, terminate this Agreement and/or the affected individual Agreement.

13. Spare Parts

The Contractual Partner must ensure that, for each part delivered during the course of the business relationship, replacement parts can be supplied by the Contractual Partner upon request for a period of at least fifteen (15) years, calculated from the date of the last production run of the part in question, unless otherwise specified in an individual Agreement. The prices for spare parts may not exceed the most recently valid production price, unless otherwise agreed in writing.

Price adjustments during the spare parts phase require the prior written consent of Huf.

14. Customs and Foreign Trade Requirements

14.1 If the Contractual Partner supplies goods, services, or technologies subject to export controls, it must provide Huf with the following information unsolicited and in a timely manner prior to the first delivery and upon any change:

a) General information

- Dual-use list number in accordance with the EU Dual-Use Regulation,
- Export control classification under EU law,
- Information regarding licensing requirements.

b) If the goods or technologies are sourced from the U.S.

- Indication of whether the goods are subject to U.S. re-export regulations (EAR or ITAR),
- the respective ECCN (Export Control Classification Number),
- USML classification under ITAR, if applicable,
- Information on required export licenses,
- U.S. content and percentage of components requiring authorization.

c) Additional relevant information

- Transport through the United States,
- Manufacturing, assembly, or storage in the U.S.,
- Use of U.S. technology or components,
- other technical information required to apply for government licenses.

14.2 The Contractual Partner must immediately notify Huf in writing of any changes to the above information. This duty to inform shall continue even after the termination of the business relationship, insofar as the delivered goods or services remain subject to export control laws.

14.3 The Contractual Partner guarantees that all information provided in connection with export control is complete, accurate, and up-to-date. If the export control classification of the delivery items changes, the Contractual Partner must immediately notify Huf in writing.

14.4 Huf is entitled to suspend deliveries, call-offs, or payments if:

- required export or customs data is missing,
- the required permits are not available,

- or there is a risk of a violation of export, customs, or sanctions regulations.

14.5 The Contractual Partner shall indemnify Huf against all damages, costs, fines, sanctions, or third-party claims resulting from incorrect or incomplete information, missing permits, or violations of export or customs regulations in connection with the delivery items, to the extent that the Contractual Partner is responsible for such.

15. Russia and Belarus Sanctions Clause

The Contractual Partner undertakes to comply with all applicable sanctions regulations regarding Russia and Belarus. In particular, the Contractual Partner shall ensure that the goods, software, technologies, or services supplied by it:
a) are not sold, delivered, exported, or re-exported, either directly or indirectly, to Russia or Belarus, to the extent that this is prohibited or restricted under applicable sanctions regulations,
b) are not delivered to sanctioned persons, organizations, or entities, and
c) are not used for military or other sanctioned end uses.
The Contractual Partner shall take appropriate measures to ensure compliance with these obligations by its subcontractors, distribution partners, and customers as well.
Huf is entitled, in the event of a breach or reasonable suspicion of a breach of this clause, to suspend deliveries, call-offs, or payments, as well as to terminate the Agreement for cause.

16. Intellectual Property Rights

Our Contractual Partner warrants that the goods/parts supplied by it do not infringe any third-party rights, in particular patents, utility models, other intellectual property rights, or copyrights. It indemnifies us against any claims by third parties arising from any infringement of such rights. Furthermore, they shall bear all costs incurred by us as a result of third parties asserting such infringements and our defense against them.

17. Molds and tools, documentation

17.1 Models, samples, drawings, illustrations, calculations, dies, templates, and other production and production aids ("production aids") that we make available to our Contractual Partner remain our property. If our Contractual Partner manufactures production equipment, ownership thereof shall pass to us to the extent that we have paid for it. The transfer of ownership is replaced by a relationship of possession, with the result that our Contractual Partner holds the production and production aids for us as a direct possessor on our behalf, and we remain the indirect possessor. To the extent that the production equipment is made available to the Contractual Partner, the latter exercises possession solely as a possessor on our behalf. The Contractual Partner shall mark the production equipment as being in our possession and ownership. The Contractual Partner shall use the production equipment exclusively for the manufacture of parts for the Huf Group or for third parties expressly authorized in writing by Huf for this purpose. Use for the Contractual Partner's own purposes or for third parties is prohibited. The production equipment may only be used or stored at the location agreed upon with Huf. Relocation to another location or to a third party requires Huf's prior written consent. Our Contractual Partner undertakes not to make such items accessible to third parties in any form without our express written permission. The Contractual Partner is not authorized to create or permit security interests, liens, or other encumbrances on the production equipment in favor of third parties. The Contractual Partner must immediately notify us in writing if:

- third parties assert rights to the production equipment,
- enforcement measures are taken,
- insolvency proceedings are filed for or opened, or
- imminent insolvency occurs.

17.2 For each instance of culpable breach of the foregoing obligations, our Contractual Partner agrees to pay us a contractual penalty as follows: (a) for a minor breach that does not result in damage to, loss of, or unauthorized third-party access to the production equipment, the contractual penalty shall amount to EUR 1,000.00 per instance; (b) for any other breach, in particular one that results in damage to, loss of, unauthorized use of, or unauthorized third-party access to the production equipment, the contractual penalty shall amount to EUR 5,000.00 per instance. The aggregate liability of the Contractual Partner for contractual penalties under this Section 17.2 shall not exceed EUR 50,000.00 per calendar year. The right of Huf to claim damages exceeding the contractual penalty remains unaffected; any contractual penalties paid shall be set off against such damages claims.

17.3 Our Contractual Partner is liable for loss, damage, or misuse of such objects or documents, which they must, moreover, return to us immediately upon completion and fulfillment of an order without specific request.

17.4 Huf is entitled to inspect, mark, and demand the return of the production equipment at any time upon reasonable notice. The Contractual Partner shall grant Huf or third parties commissioned by Huf access to its premises and facilitate the removal of the production equipment.

17.5 If our Contractual Partner manufactures parts/goods using our tools/molds, they must specially mark these tools/molds and store them separately. We are entitled at any time to demand that our Contractual Partner surrender these tools/molds. Our Contractual Partner may not invoke a right of retention if the counterclaims asserted by them are not ready for decision or have not been acknowledged by us.
If our Contractual Partner possesses tools/molds from us that they do not, however, use for production purposes, the foregoing applies accordingly.

In any case, our Contractual Partner is prohibited from using tools/molds for its own purposes or those of third parties.

Our Contractual Partner must treat our tools with care, maintain them at all times at their own expense, and insure them against all customary business risks to a sufficient extent.

18. Cybersecurity and Confidentiality

Protection against cyberattacks and other IT security risks requires appropriate technical and organizational measures. The Contractual Partner undertakes to comply with all applicable legal, regulatory, and customer-specific requirements regarding information and cybersecurity.
This applies in particular to regulations:

- data protection,
- IT and network security,
- cybersecurity requirements in the supply chain,
- as well as security requirements of Huf or its customers.

18.1 These include, in particular, where applicable:

- European data protection and IT security regulations (e.g., GDPR, NIS-2),
- U.S. data protection and cybersecurity regulations (e.g., CCPA/CPRA, NIST standards),

as well as corresponding regulations of other relevant jurisdictions.

18.2 The Contractual Partner must establish, maintain, and continuously improve an appropriate level of information security in accordance with the state of the art. This includes, in particular:

- protection against unauthorized access to systems and data,
- Backup and recovery procedures,
- measures to ensure business continuity,
- protection against data loss, manipulation, and cyberattacks.

18.3 The Contractual Partner must immediately report any security-related incidents that affect or may affect Huf's information, systems, or processes. Reports must be submitted to the contact point designated by Huf, currently: **cert@huf-group.com** The Contractual Partner must immediately initiate appropriate countermeasures and inform Huf of the progress.

18.4 The Contractual Partner must regularly review the effectiveness of its information security measures.
This may include, in particular:

- TISAX assessment,
- ISO/IEC 27001 certification,
- NIST-based security assessments,
- or equivalent recognized international standards.

Upon request by Huf, the Contractual Partner must provide appropriate evidence.

18.5 The Contractual Partner undertakes to pass on the requirements of this section to an appropriate extent to its subcontractors and cooperation partners and to ensure their compliance.

18.6 Confidential information includes all commercial, technical, and other information, documents, and data made available to one party by the other party within the scope of the contractual relationship, regardless of whether they are marked as confidential. This includes, in particular:

- drawings, specifications, and technical data,
- development documents and software,
- calculations and prices,
- business and production processes,
- samples, models, and prototypes.

18.7 The confidential information may be used exclusively for the purposes of fulfilling the contractual agreements between the parties and may be disclosed to third parties only with the prior written consent of the disclosing party. This does not apply to:

- Affiliated companies
- Employees
- Consultants or subcontractors

18.8 The confidentiality obligation does not apply to information that:
a) is already publicly known at the time of disclosure or becomes publicly known thereafter through no fault of the receiving party;
b) was already known to the receiving party prior to disclosure;
c) was independently developed by the receiving party;
d) must be disclosed due to legal requirements or official orders, in which case the receiving party must immediately inform the disclosing party thereof.

18.9 The confidentiality obligation shall remain in effect for a period of 5 [five] years even after the termination of the business relationship.

18.10 In the event of a breach of this confidentiality clause, the breaching party is obligated to compensate the other party for any resulting damages.

19. Free and Open Source Software

19.1 Our Contractual Partner is not permitted to incorporate Free and Open Source Software ("FOSS") into the goods unless we have expressly granted consent and/or requested it. "FOSS" (Free and Open Source Software) encompasses any software (including all updates and upgrades) that is subject to an open-source license.

19.2 Our Contractual Partner undertakes to provide us, prior to the performance of the Agreement, with a complete list of the FOSS and open-source licenses that the Contractual Partner intends to use during the performance of the Agreement.

19.3 In this context, our Contractual Partner undertakes to provide us with the following information prior to the delivery of a delivery item:

- a comprehensive and detailed list of the FOSS contained in a deliverable or any other FOSS required for the use of a deliverable, including in particular:
  - the name of the respective FOSS;
  - the version or revision numbers;
  - the source (e.g., the original download URL);
  - a copy of the applicable open-source licenses
- proof of compliance with the open-source licenses used;
- a document containing a comprehensive description of the restrictions and obligations associated with the open-source licenses.

19.4 Our Contractual Partner undertakes, without prejudice to any other rights and remedies available to us, to bear all costs and damages incurred by us as a result of the Contractual Partner's breach of its obligations under this agreement, the violation of an open-source license, and/or the incompatibility of the licenses provided by the Contractual Partner.

20. Environment

20.1 Our Contractual Partner undertakes to perform its services and make its deliveries in compliance with the relevant national and international environmental laws and standards in their currently valid versions.

These include, in particular, but are not limited to:

- EU End-of-Life Vehicles Directive 2000/53/EC (ELV)
- EU Regulation 1907/2006 (REACH: Registration, Evaluation, and Authorization of Chemicals)
- Substance restrictions from the GADSL (Global Automotive Declarable Substance List)
- RoHS Directive 2011/65/EU
- The documentation requirements of VDA Guideline 232-102 (and its successor regulations)
- The applicable IMDS rules and recommendations,
- as well as other applicable environmental and substance-related regulations
- and—where applicable—in particular:
- • the Minamata Convention on Mercury,
  • the Stockholm Convention on Persistent Organic Pollutants (POPs),
  • the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal.

The Contractual Partner warrants that the products it supplies comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH Regulation). The substances contained in the Contractual Partner's products shall be pre-registered or, upon expiration of the transition periods, registered, to the extent required under the provisions of the REACH Regulation, provided that the substance is not exempt from registration.

In the case of hazardous or health-hazardous substances as defined by legal requirements or substances subject to registration under the REACH Regulation, the Contractual Partner must provide a safety data sheet unsolicited prior to the first delivery and update it in a timely manner (at least every three (3) years).

Substances listed in REACH Annex XIV must be avoided in new product developments. If this is not technically feasible, consultation must be sought with material-compliance@huf-group.com.

The required information pursuant to Article 33(1) of EU Regulation 1907/2006 (REACH) shall be provided via IMDS. The corresponding information for products not reported in IMDS (e.g., packaging, process materials, etc.) must be submitted via email to material-compliance@huf-group.com.

Furthermore, the Contractual Partner shall provide us with the SCIP number of its notification to the ECHA SCIP database, as required under Article 9 of the Waste Framework Directive (Directive 2008/98/EC, as amended by Directive (EU) 2018/851), if the article contains SVHCs in a concentration relevant for such a notification. If the Contractual Partner does not yet have a SCIP number available, the Contractual Partner must provide us with the TARIC/CN number along with the concentration of the SVHC present in the article.

For Contractual Partners based outside the European Union / the European Economic Area who supply us with articles as such or in complex products containing candidate substances in a concentration exceeding 0.1% by weight (w/w), the following obligations apply:
The Contractual Partner is obligated to provide us, without being asked, with all information necessary for registration in accordance with Directive 2008/98/EC on waste (Waste Framework Directive). This notification must be provided prior to the first delivery of an affected article/complex product and, in the event of changes to the respective article/complex product that affect the content of the information, prior to the first delivery of the modified article/complex product; if a delivery has already taken place, the notification must be provided immediately.

If the information provided is insufficient for us to properly complete our registration in the SCIP database, the Contractual Partner is obligated to provide us with additional information upon request, provided such information is necessary for the registration. The same applies in the event of a change to the SCIP database.
We are entitled to provide the Contractual Partner with a form for submitting the information and to adapt this form as necessary so that we can properly complete our registration. Our provision of a form does not limit the Contractual Partner's information obligations set forth above.

Our Contractual Partner shall indemnify us against claims by third parties arising from any infringement of environmental rights as listed in Section 20. Furthermore, the Contractual Partner shall bear all costs incurred by us as a result of third parties asserting such infringements and our defense against them.

20.2 Our Contractual Partner shall continue to ensure that services are provided in an environmentally conscious manner. Specifically, this includes the selection of:

- environmentally friendly and recyclable individual components and materials
- products with low emissions, low levels of harmful substances, and those that are easy to dismantle and deconstruct
- energy- and resource-saving processes and products, as well as
- environmentally friendly packaging or packaging systems.

20.3 Services and products provided by our Contractual Partner must not generate emissions that are harmful to health or the environment during operation, repair, or maintenance work, nor may they require auxiliary materials or operating supplies that are harmful to health or the environment. Any deviations from this requirement must be justified and require our written consent.

20.4 The Contractual Partner agrees to implement and maintain an appropriate environmental management system. This system should preferably be certified in accordance with ISO 14001 or an equivalent recognized standard. Upon request by Huf, the Contractual Partner must provide the relevant documentation.

20.5 The Contractual Partner undertakes, within the scope of its operational capabilities, to take measures to:

- reduce energy consumption,
- reduce greenhouse gas emissions,
- improve energy and resource efficiency.

To the extent required by Huf or its customers, the Contractual Partner shall provide relevant data on energy consumption, emissions, or the carbon footprint of the delivered products or processes.

20.6 The Contractual Partner undertakes to comply with all applicable legal and industry-standard requirements for responsible raw material procurement.
This applies in particular to:

- conflict minerals (in particular tin, tantalum, tungsten, and gold),
- cobalt,
- as well as other critical raw materials in accordance with applicable legal or customer-specific requirements.

Upon request by Huf, the Contractual Partner shall provide appropriate documentation regarding the origin and supply chain of these raw materials.

21. Corporate Responsibility/Code of Conduct

21.1 The Contractual Partner warrants that all delivered products, components, materials, and associated services comply with all applicable legal and official regulations, technical standards, and regulatory requirements.

21.2 This applies in particular to regulations regarding product safety, environmental and chemical legislation, technical approval requirements, and other legal requirements in the countries where the products are manufactured, delivered, used, or placed on the market.

21.3 The Contractual Partner hereby declares that it has fully read and understood the rules and provisions of the Huf Group Supplier Code of Conduct (available at https://www.huf-group.com/sites/default/files/documents/2021-05/huf-code-of-conduct-suppliers-2021-de.pdf).

21.4 The Contractual Partner undertakes to act responsibly and to comply with the principles and requirements contained therein. It shall ensure that the content of this Code of Conduct is communicated to its employees, agents, and subcontractors in an appropriate and understandable manner and shall take all necessary measures to implement the requirements set forth therein.

21.5 The Contractual Partner undertakes to ensure that, in its business activities and throughout the entire supply chain for the Contract Products, the legal provisions and internationally recognized standards regarding environmental protection, sustainability, and respect for human rights are complied with.

21.6 This includes, in particular:

- the prohibition of child labor and forced labor,
- the prohibition of discrimination,
- compliance with statutory minimum wages and working hours,
- ensuring appropriate working conditions,
- the safety and health protection of employees,
- environmental protection and the responsible use of natural resources.

The Contractual Partner undertakes to take appropriate measures to ensure that these requirements are also complied with by its Contractual Partners, subcontractors, and other business partners.

21.7 Upon request by Huf, the Contractual Partner must provide evidence of compliance with the above obligations through appropriate documents, declarations, or other proof. Huf is also entitled, after reasonable advance notice, to conduct

audits at the contracting party's premises or have them conducted by third parties to verify compliance with the afore-mentioned obligations.

21.8 The Contractual Partner undertakes to establish and maintain appropriate compliance structures to ensure compliance with the requirements set forth in this section both within its own organization and throughout its supply chain.

21.9 If the Contractual Partner becomes aware that an employee, managing director, shareholder, or a third party involved in the business relationship is in breach of the above obligations or if there is a corresponding suspicion, the Contractual Partner must immediately notify Huf in writing. The notification must be sent to the following email address: Corpo-rate@huf-group.com

21.10 Notwithstanding any further statutory or contractual rights, in the event of a breach of any of the above obligations, Huf is entitled, after the unsuccessful expiration of a reasonable period for remedy, to terminate the Agreement in whole or in part for cause.

21.11 Further claims by Huf remain unaffected.

22. Performance, Place of Jurisdiction

For all disputes arising from and in connection with the delivery relationship, the place of jurisdiction is the location where Huf has its registered office and to which the Contractual Partner delivers, thereby fulfilling its delivery obligation. The Contractual Partner is a registered merchant.

Accepted and confirmed by supplier:

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Date: Signature and Title of authorized person: