

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF EURO ADVANCED CARBON FIBER COMPOSITES GMBH

### I. APPLICABLE CONDITIONS

Present and future business relationships between Supplier and euro advanced carbon fiber composites GmbH (hereinafter referred to as "eacc") shall exclusively be governed by these General Terms and Conditions. They shall apply in the version valid at the time of the order and published on the eacc website at [www.eacc.de](http://www.eacc.de). In any case, individual agreements with the Supplier shall take precedence over the AEB; for the content of such agreements a written confirmation by eacc shall be decisive, subject to proof to the contrary. Diverging other General Terms and Conditions of Supplier shall not be applicable even if they were not explicitly objected to in individual cases. In the event that eacc should accept and receive goods or other services of Supplier without express objection or eacc should make payments without objection, this shall by no means be deemed to be an acknowledgement by eacc of Supplier's general terms and conditions.

### II. CONTRACT AND SUBSTITUTE SUPPLIES

1. Any representations or declarations made by eacc such as, in particular, purchase orders, delivery call-offs or changes thereto shall require the written form to be legally effective. The written form may also be complied with by remote data transmission, particularly by letter, fax, email as well as teleservices and media services or machine-readable data carriers. Only declarations made by employees or vicarious agents of eacc who are authorized to make declarations are legally effective.
2. Supplier's offers shall be free of charge for eacc. Offers shall be binding on Supplier and valid for a period of thirty (30) days from receipt by eacc. eacc shall at no time be committed to accept an offer.
3. A purchase order and revisions of purchase orders shall be considered accepted and binding on Supplier unless Supplier rejects such purchase order and/or any revisions of purchase orders giving reasons in writing within a period of two (2) weeks or, in the case of remote data transmission, within one (1) week. From the date of receipt of the purchase order by Supplier up to its express acceptance, eacc shall have a right of revocation towards Supplier to be exercised in writing within a period of two (2) weeks.
4. Delivery call-offs which involve changes shall be considered accepted and binding unless Supplier rejects such changes giving reasons in writing within a period of two (2) weeks or of one (1) week in the case of remote data transmission of the call-off. From the date of receipt by Supplier up to its explicit acceptance eacc shall have a right of revocation to be exercised in writing within a period of two (2) weeks from the date of receipt of the call-off by Supplier. All other delivery call-offs based on valid agreements shall become binding and obligatory with immediate effect and have to be complied with by Supplier.
5. eacc may require Supplier to implement reasonable changes to the design and execution of the goods to be supplied. The effects of such changes, particularly those relating to cost increases or decreases and/or delivery date changes shall be promptly notified and substantiated by Supplier. To the extent required the parties shall reach agreement on a reasonable adjustment of the contractual Terms and Conditions.

### III. PRICES, SHIPPING, PACKAGING

1. The agreed prices are fixed prices and shall be understood to exclude the applicable statutory value-added tax but include the cost of packaging, unless otherwise agreed.

2. Cargo and transportation will be taken over and implemented by the carrier named by eacc (FCA "free carrier" according to INCOTERMS 2010), unless otherwise agreed.
3. If no carrier is named by eacc, an inquiry must be made in this regard, or release for acceptance of the freight costs must be applied for by the Supplier at the eacc Purchasing Department.
4. If, in an exceptional case, Supplier hires a carrier of its own choice, eacc will only pay freight charges up to the maximum amount it would have paid to the regularly contracted carrier. eacc will inform Supplier of these prices on request. Furthermore, in such an event Supplier shall provide sufficient insurance coverage for the goods until the goods reach their final destination (consignee's address or place of use as per purchase order specification).
5. Upon eacc's request, Supplier shall take back the packaging free of charge.

#### **IV. PAYMENT**

1. Payment shall be due thirty (30) days net upon receipt of the supplies or other services as specified in the Agreement and receipt of the correct and verifiable invoice, but not earlier than thirty (30) days after the original agreed delivery date.
2. Any payments made by eacc shall not imply acknowledgement of the correctness of the invoice.
3. Should the delivery not conform with the contractual conditions, eacc shall be entitled to retain the respective proportional part of the payment until the contract has been fully complied with: If and to the extent that payments were already made for nonconforming deliveries, eacc shall have the right to retain any further payments falling due, up to the amount of such payments made.
4. In the absence of prior written consent by eacc, which may not be unreasonably withheld, Supplier shall not be entitled to assign any receivables from eacc to third parties or have them collected by third parties. If the parties agreed to the extended retention of ownership, this consent shall be deemed granted.
5. Invoices of the performing entrepreneur shall be presented to eacc in the statutory form of § 14 para. 4 UStG (German Value Added Tax Act).

#### **V. DELIVERY DATES AND TIMES, DELAYS IN DELIVERY**

1. The delivery dates and times established in the purchase order and the delivery call-offs shall be binding. The relevant date for compliance with the contractual delivery date or time shall be the date of receipt of the goods at the delivery address or place of use specified by eacc.
2. If Supplier anticipates that the agreed dates cannot be met for any reason, Supplier shall immediately inform eacc by means of remote data transmission stating the reasons and duration of the potential delay. Supplier shall, at its own expense, take all necessary counter measures to prevent delay or any damage caused by delay. Upon request from eacc, Supplier shall inform eacc or its authorized representative, in writing, about the current status of production of the ordered goods or their whereabouts.
3. If goods are delivered before the agreed date, eacc retains the right to return the goods at the expense of

Supplier and/or to refuse acceptance. If, in the case of early delivery, the goods are not returned or acceptance is not refused, the goods will be stored by eacc at the expense and risk of Supplier until the contractual delivery date.

4. eacc will accept partial deliveries only upon express prior agreement. If the parties agree to partial shipments, the quantity of the remainder of the goods still to be delivered shall be stated in the shipping documents.
5. In the case of delay in delivery, the rights of eacc - especially to rescission and damages – shall be governed by the statutory provisions. The acceptance of the delayed or otherwise not contractual delivery or service does not constitute a waiver of claims for compensation.

## **VI. FORCE MAJEURE**

1. Force majeure, e.g. legitimate labor disputes, civil disturbance, governmental actions and any other unforeseeable, unavoidable and serious events shall release the parties from their duties of performance for the duration of the disturbances and to the extent of their effects. Supplier shall immediately inform eacc of any case of force majeure and provide the necessary information, especially with respect to the cause, estimated duration, etc. of a case of force majeure as well as adapt performance of its contractual obligations to the changed circumstances, to the best of its ability and in good faith.
2. eacc shall be wholly or partly exempted from its obligation to accept the goods ordered and to rescind the contract to the extent that eacc cannot be reasonably expected - from a commercial aspect - to accept such goods/services on account of the delays caused by force majeure and/or legitimate labor dispute.

## **VII. QUALITY AND DOCUMENTATION**

1. Supplier must comply with the generally accepted rules of science and technology, safety regulations, any separately agreed quality assurance agreements and the agreed technical data with regard to the goods to be supplied. Any change to the goods to be supplied, to the production process as well as any relocation of production, to another site, for example, shall require the prior written approval of eacc.
2. Supplier shall employ a documented quality assurance system corresponding to the state of the art and of appropriate type and scope and update such system as required. In particular, Supplier shall warrant valid certification under DIN EN ISO 9001 or a higher-level quality management system throughout its supplier relationship with eacc.

## **VIII. OBLIGATION REGARDING INSPECTION AND NOTICE OF DEFECTS**

1. Supplier shall proceed with the diligence and care of a prudent businessman in performing inspections of the contractual goods before delivery and shall take master samples from each batch and retain them for a period of fifteen (15) years.
2. When taking delivery of the goods, eacc will conduct a receiving inspection that will only comprise an identity check for obvious defects and damage, transportation damage and a quantity check. No further inspections will be made by eacc. Any defects found will be reported by eacc to Supplier within ten (10) days of discovery.
3. Apart from the aforementioned checks, the goods will only be examined in connection with the tests carried

out in the course of production and end-of-line tests at eacc. Any defects found during those tests will be reported to Supplier within ten (10) days of discovery. Supplier waives the right to claim late notice of defects.

## **IX. WARRANTY FOR DEFECTS**

1. The supplier shall be liable, in particular, for ensuring that the contractual products have the agreed quality upon transfer of risk. The liability for defects shall be governed by eacc's written order or delivery call-off and the product descriptions referred to therein, which are subject matter of the contract or have been incorporated into the contract in the same way as these General Terms and Conditions, irrespective of whether the product description originates from the Supplier or the Manufacturer.
2. If contractual products delivered are not compliant with the contract/purchase order, before start of production (machining or installation), the Supplier - at eacc's discretion - shall be given the opportunity to repair or replace such non-compliant contractual products or to make subsequent deliveries, unless Supplier refuses the subsequent performance, the subsequent performance fails or is unreasonable. Should Supplier be unable to repair or replace such non-compliant contractual products or should Supplier fail to act immediately, eacc may opt either to rescind the contract and return the goods delivered to Supplier at Supplier's expense and risk or to claim a price reduction. In urgent cases, subject to prior agreement with Supplier, eacc may undertake the supplementary performance itself or have it carried out by a third party. Any cost incurred by such action shall be borne by Supplier. The right of eacc to demand indemnity or compensation for unsuccessful expenditures shall remain unaffected.
3. If, despite compliance with the obligations arising from Section VIII (Obligations regarding Inspection and Notice of Defects) a defect is only discovered after start of production, eacc shall be entitled to demand compensation above and beyond the provisions set forth in paragraph 2 above. In this respect, Supplier waives the right to claim late notice of defects.
4. The relevant statutory provisions apply with regard to the statute of limitations.
5. Should Supplier have concealed a defect fraudulently; the relevant statutory provisions shall apply.
6. Supplier shall have the obligation to indemnify and hold eacc harmless for any and all damages incurred by eacc as a result of the supply of defective parts and shall, upon first demand, indemnify and hold eacc harmless with respect to any claims for damages raised by third parties in connection with the supply of defective goods and any resulting consequential damages.

## **X. LIABILITY**

1. Unless otherwise stated in the General Terms and Conditions of Purchase with respect to liability, Supplier shall indemnify and hold eacc harmless in connection with any damages incurred by eacc directly or indirectly due to deliveries by Supplier that do not conform with the contract, due to any infringement of statutory or official regulations or due to any other reasons imputable to Supplier.
2. Should, as a result of nonconforming delivery by Supplier, eacc or one of eacc's customers have to take action to avert loss or damage (e.g. recall action or field campaign), Supplier shall be obligated to pay compensation for the costs incurred by eacc due to such action.

3. If eacc wants to assert a claim against Supplier as outlined above, eacc will promptly and comprehensively inform and consult Supplier. In such event, eacc shall grant Supplier the opportunity to immediately investigate the claim. The parties shall reach agreement on the action to be taken, especially in line with settlement negotiations.
4. The liability of eacc - no matter for what legal cause - shall be limited to any damages caused by eacc or its vicarious agents or contractors with intent, gross negligence or in case of breach of duties essential to fulfillment of the contractual purpose through slight negligence. In such cases of slight negligence, eacc's liability shall be limited in scope to typical damage or loss for this kind of business which was foreseeable at the time of concluding the contract or, at the latest, of the breach of duty. Any claims for damages by Supplier against eacc under the German Product Liability Act and resulting from loss of life, personal injury or damage to the health shall remain unaffected.

## **XI. INTELLECTUAL PROPERTY RIGHTS**

1. Supplier warrants that the development, manufacture and intended use of the contractual products do not infringe any third-party property rights or represent unauthorized use of such rights.
2. Supplier shall indemnify and hold eacc and its customers harmless on first demand from any third-party claims resulting from use or infringement of such property rights. Supplier's indemnification obligation shall apply to any expenses and costs incurred by eacc in connection thereto.
3. The indemnity obligation set out above shall not apply to the extent that Supplier has manufactured the goods delivered in accordance with drawings, models or equivalent other descriptions or information or instructions provided by eacc and when Supplier does not know or cannot know that protective rights are infringed in connection with the goods developed by Supplier.
4. Supplier shall inform eacc about any intellectual property rights and/or licenses, whether registered, unregistered, or pending, belonging to Supplier or a third party, which apply to the goods.

## **XII. CONFIDENTIALITY**

1. Supplier undertakes to treat strictly confidential all documents, information and data relating to eacc which Supplier receives in connection with or in relation to the contractual relationship and to proceed at least with the due diligence and care of a prudent businessman and in compliance with the relevant provisions of the data privacy law.
2. Supplier shall be obligated to impose these confidentiality obligations on its employees and subcontractors; at the request of eacc, Supplier shall evidence compliance with these obligations in writing.
3. Supplier may only use the business relationship between the contracting parties for advertising purposes subject to the prior written consent of eacc. Supplier undertakes not to use the company name or any trademarks of eacc without prior consent of eacc.
4. This confidentiality obligation shall remain in full force and effect for two (2) years after the expiration of the contract or the end of the business relationship, whichever circumstance occurs later.

### **XIII. USE OF PRODUCTION TOOLS AND CONFIDENTIAL INFORMATION OF eacc**

1. eacc is or will become (starting upon completion), without exception, owner of all models, molds, templates, samples, tools and other manufacturing equipment (collectively referred to as "Production Tools") as well as any and all confidential information given by eacc to Supplier or paid for by eacc or if payment has been agreed between eacc and Supplier. This provision shall apply no matter whether Supplier makes the Production Tools itself or has them made by a third party at eacc's expense. Payment can be made in the form of a lump sum or by amortization through the piece price of the contractual products.
2. Supplier shall label the Production Tools as the property of eacc and shall treat them with the due diligence and care of a prudent businessman. Such Production Tools must not be given or made accessible to third parties nor for supplies to third parties or in any other way, e.g. by the use or application of such tools, unless subject to the prior written consent of eacc. In addition to its ownership rights, eacc retains all applicable property rights to the Production Tools. Without having to give reasons, eacc may demand the immediate return of Production Tools and confidential documents.

### **XIV. CHEMICALS AND HAZARDOUS SUBSTANCES**

1. Supplier shall comply with all national, European and international laws, regulations, norms and standards, particularly Regulation EC No. 1907/2006 (REACH) and Regulation EC No. 1272/2008 (CLP). If the contractual products to be supplied are a substance or contain such a substance (as a preparation/mixture or product) which is governed by an European regulation (e.g. REACH) or national regulations and features dangerous or hazardous characteristics or if such dangerous or hazardous characteristics emerge when handling such substance, Supplier shall, on Supplier's own initiative, promptly proceed to classify, pack and label the substance in accordance with the provisions prevailing at the time of delivery before bringing such substance into circulation. For the first delivery, Supplier shall provide a safety data sheet in German and English, in each case in accordance with valid legal provisions and stating the relevant instructions for occupational safety (risk management measures as required under exposure scenarios) and releases for use. The safety data sheet shall be resubmitted by Supplier after every alteration of the substance/preparation/product and any revision of the safety data sheet. Any further obligations of Supplier regarding import and placing of the substance/preparation/product on the market under national or international provisions shall be fully met by Supplier.
2. Supplier shall ensure that, to the extent that goods/products or their packaging contain substances governed by REACH, these were duly registered in accordance with REACH. Supplier undertakes the commitment to transmit to eacc within the periods stipulated in REACH/CLP, any and all information and documentation required under this Regulation and/or promptly pass on to eacc any information provided by Supplier's vendors. In particular, Supplier shall ensure that the goods/products delivered do not contain any substances which by virtue of laws or other regulations are prohibited, restricted in use or require authorization (e.g. SVHC, GADSL, customer specifications, etc.).

### **XV. GENERAL PROVISIONS**

1. Should insolvency proceedings be initiated against the assets of one of the parties, the other party shall have the right to rescind the contract with respect to the obligations not yet met.
2. Supplier shall only be entitled to a setoff based on unchallenged or court-established valid claims.

3. International commercial terms shall be interpreted in accordance with INCOTERMS 2010, unless expressly agreed otherwise.
4. The law of the Federal Republic of Germany shall apply exclusively, excluding the conflicts-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods.
5. Any amendments and supplements to this Agreement shall be agreed in written form. A waiver of the requirement of the written form shall also be agreed in writing to become effective.
6. Place of performance for delivery and payment shall be the registered office of eacc.
7. The venue for actions brought by eacc against Supplier shall be, at eacc's discretion, either Stuttgart or the court of jurisdiction at Supplier's registered place of business. For litigation instituted by Supplier against eacc, the legal venue shall be Stuttgart.
8. Should individual provisions of the above General Terms and Conditions of Purchase and other contractual agreements between the parties be or become invalid in part or as a whole, this shall not affect the validity of the remaining provisions and agreements. The invalid provision shall be replaced either by the relevant legal provision or by a legally valid provision which the parties would have agreed in good faith if they had been aware of the invalidity of the original provision. This shall apply analogously to any loophole.