

General Terms and Conditions of Purchase of Xandor Connector Division

1. APPLICABILITY, ORDERS, KEY DEFINITIONS

- 1.1. These General Conditions of Purchase ("**Conditions**") apply to the purchase of (i) any goods and materials, including, without limitation, products, parts or components specifically developed or customized and deliverables resulting from a service ("**Goods**") and (ii) any services ("**Services**") by XANDOR. "**XANDOR**" means the legal entity of the Xandor Group ordering the Goods or Services from the supplier of such Goods and Services ("**SUPPLIER**").
- 1.2. The Conditions apply to all current and future business relations for the purchase of Goods and/or Services by XANDOR, even if not explicitly referred to. Standard terms of the SUPPLIER shall not apply unless XANDOR expressly consents thereto in writing. The Conditions also apply where XANDOR, having knowledge of conflicting or deviating terms of the SUPPLIER, accepts the Goods or Services without reservation.
- 1.3. "**Order**" means a request (in whatever form) to the SUPPLIER for the supply of Goods or Services, and any drawings, specifications and other attachments thereto and which is deemed to always include the Conditions. The Conditions supplement the Order and in case of a conflict between the Order and the Conditions, the terms of the Order prevail.
- 1.4. Until an Order is accepted by the SUPPLIER, XANDOR is not bound by such Order and may revoke, modify or change the Order at any time. The Order shall be deemed to be accepted on the occurrence of the earlier of: (i) the execution and return of the acknowledgement copy of the Order; or (ii) the delivery of the Goods (or any part of the Goods) pursuant to the Order; or (iii) the commencement of the Services pursuant to the Order. If an Order is not accepted by the SUPPLIER within 14 days after receipt or any other period stipulated in the Order ("**Acceptance Period**"), XANDOR is entitled to revoke the Order without the SUPPLIER being entitled to make claims based thereon against XANDOR. If in such cases no revocation is made by XANDOR, each act of fulfillment by the SUPPLIER constitutes the acceptance of the Order.
- 1.5. Any (i) Order accepted without reservation or modification within the Acceptance Period by the SUPPLIER or thereafter in accordance with Section 1.4, (ii) Order accepted by SUPPLIER with a reservation or modification or received by XANDOR after the Acceptance Period, but accepted by XANDOR (in whatever form), or (iii) other agreement between the SUPPLIER and XANDOR which refers to these Conditions, constitutes a "**Contract**". Any specifications for the Goods and/or Services contained in or incorporated in the Contract by reference, or any other specifications agreed in writing between XANDOR and the SUPPLIER from time to time are referred to as "**Specifications**".
- 1.6. Where XANDOR places and the SUPPLIER accepts a call off order, the SUPPLIER binds itself to supply such Goods and/or Services as XANDOR may from time to time specify in delivery schedules and XANDOR agrees (subject to these Conditions) to pay for such Goods. Until the SUPPLIER receives a delivery schedule from XANDOR the SUPPLIER is not authorised to commence the manufacture or production of any Goods or to provide any Services.
- 1.7. XANDOR shall have the right by giving notice to the SUPPLIER to add or omit, or otherwise vary the Goods and/or Services and the SUPPLIER shall carry out such variations to the Contract as though the said variations were contained in the Order. If such variation alters the price, and/or prevents the SUPPLIER from fulfilling any of its obligations under the Contract, the SUPPLIER shall as soon as is reasonably practicable advise XANDOR in writing of the cost of the variation to the Contract and XANDOR will notify the SUPPLIER whether such variation should be carried out. No variation shall be carried out until XANDOR confirms its instructions in writing.
- 1.8. Information in texts of the Order, in illustrations, the Specifications and other documents are to be checked by the SUPPLIER as to accuracy and completeness prior to carrying out the Order. The SUPPLIER shall inform XANDOR without delay about any incompleteness and inaccuracies.
- 1.9. If in these Conditions the term "in writing" is used, this shall include communication via e-mail or fax.

2. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- 2.1. Time is of the essence for performance of the Contract by the SUPPLIER. Without prejudice to any other rights XANDOR may have under the Contract or any other legal grounds the SUPPLIER shall inform XANDOR in writing without delay if circumstances become apparent which indicate that the agreed time for delivery of Goods or performance of Services will not be met. Where the SUPPLIER fails or must expect to fail to meet any Delivery Date (as defined below), the SUPPLIER will, without prejudice to XANDOR's other rights and remedies and upon prior consultation with XANDOR, take whatever action is necessary to avoid or minimize the impact of the delay, including the use of the fastest possible method of delivery of the Goods, overtime work and/or the allocation of more personnel to the manufacturing/supply of the Goods, all at the SUPPLIER's expense.
- 2.2. The SUPPLIER shall deliver the Goods and perform the Services during regular business hours (as applicable at the place of delivery/performance) in accordance with the time schedule in the Contract ("**Delivery Dates**"). If no Delivery Dates have been stated, the SUPPLIER shall deliver the Goods and perform the Services as soon as reasonably possible and the SUPPLIER shall inform XANDOR of the date of delivery in writing reasonably in advance. The SUPPLIER shall deliver the Goods in accordance with the delivery terms stated in the Contract and if no such terms have been stated, the SUPPLIER shall deliver the Goods in accordance with Incoterms 2020 "DDP". The SUPPLIER shall deliver the Goods to the destination specified in the Order or Contract ("**Location of Receipt**").
- 2.3. If the SUPPLIER fails to deliver the Goods or fails to perform the Services by the Delivery Dates, or, if no Delivery Dates have been stated, by the time reasonably set by XANDOR, XANDOR may, without prejudice to other rights or remedies XANDOR may have under the Contract or any other legal grounds and without liability to the SUPPLIER, rescind the Contract by giving written notice to the SUPPLIER after setting a reasonable deadline for the delivery/performance if required by the Governing Law (as defined in section 21). In such a case, XANDOR may request a refund of the purchase price, if already paid, and claim compensation for all costs, expenses, damages and other losses suffered due to a culpable failure of the SUPPLIER.
- 2.4. For each delivery of Goods, the SUPPLIER is responsible for ensuring continuous compliance with all legislation and regulations applicable to the transportation and delivery of such Goods.
- 2.5. Without prejudice to the agreed Incoterm, XANDOR may require that the SUPPLIER reports the Goods and quantities to XANDOR in good time before the end of the production process so that XANDOR can determine the type of delivery and the forwarding agent. If applicable, Sea and air freights shall be booked immediately after XANDOR's instruction, indicating the dates of shipment. The shipping documents (packing list, commercial invoice and bill of lading) shall be sent to XANDOR immediately upon availability.
- 2.6. Each delivery of Goods must include documents containing the following minimum information and any additional information requested by XANDOR: order number, description of Goods and name of the SUPPLIER, unit of measure specifying volume, quantity or number and delivery point for the Goods.
- 2.7. All Goods must be packaged (i) securely so as to prevent damage, dirt and moisture during loading, transportation and off-loading, (ii) in accordance with the regulations of the carrier used and (iii) in compliance with the applicable laws and regulations and XANDOR's packaging specifications, to be provided to the SUPPLIER upon request. Unless XANDOR otherwise directs, the SUPPLIER shall remove or otherwise dispose of the packaging materials at its own expense as soon as practicable following delivery of the Goods.
- 2.8. In addition, the SUPPLIER shall:
 - 2.8.1. provide XANDOR, upon request, with certificates of origin, declarations, documents and data pertaining to trade requirements and, upon request, inform XANDOR in detail and in writing of any possible export restrictions or approval obligations in the country of origin of the Goods or Services or their destination;

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- 2.8.2. furnish full details regarding all immediate and long term potential hazards or dangers relating to the Goods including, but not limited to, toxicity, flammability, harmful effect due to inhalation or direct contact and whether due to direct or indirect use thereof;
- 2.8.3. furnish full details relating to the most appropriate safety precautions to be taken in connection with the use and handling of the Goods; and
- 2.8.4. appropriately and prominently label all packages and containers that contain dangerous, toxic or otherwise harmful Goods in order to protect those who handle or are exposed to them.
- 2.9. Partial shipments of Goods or early or excess deliveries may only be made with XANDOR's prior written approval.
- 2.10. If, for any reason, XANDOR is unable to accept delivery of the Goods at the time specified in the Contract, the SUPPLIER shall, if requested by XANDOR, store the Goods and maintain them in merchantable condition. Subject to prior written agreement, XANDOR shall reimburse the SUPPLIER for the reasonable costs of such storage.
- 2.11. The SUPPLIER shall carry out Services at the agreed locations at the Delivery Dates according to the Specifications and good industry practice and standard. The SUPPLIER shall document the performance of Services and provide such documents to XANDOR upon request or completion of the Services, at the latest together with the SUPPLIER's invoice. If a deliverable or a specific result is to be achieved through the Services, the provisions of these Conditions relating to Goods shall apply accordingly.
- 2.12. If the SUPPLIER is required to operate on premises owned or operated by or on behalf of XANDOR, then the SUPPLIER shall comply with all XANDOR's site safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending site induction training, and removing all rubbish, debris, surplus materials and temporary structures, and leaving the site tidy. The SUPPLIER bears the risk of loss and damage for all materials used or to be used until completion of the Contract.

3. TRANSFER OF RISK AND TITLE

- 3.1. Unless the parties agree otherwise, the risk of loss and damage passes to XANDOR at the time of receipt of the Goods at the Location of Receipt. Where an Acceptance Procedure (as defined in Section 6.2) is agreed or required, the date of final acceptance by XANDOR will be determinative for the transfer of risk.
- 3.2. Title to all or the relevant part of the Goods passes to XANDOR on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods at the agreed Location of Receipt. Where title to all or any part of the Goods has passed to XANDOR but the Goods remain in the possession of the SUPPLIER, the SUPPLIER shall clearly label the Goods as the property of XANDOR and store them separately from all other goods.

4. PRICE AND PAYMENT

- 4.1. The price(s) for the Goods and/or Services must be specified in the Contract and, unless agreed otherwise, remain fixed for the term of the Contract.
- 4.2. Unless otherwise stated in the Contract, the price payable for the Goods and/or Services is:
- 4.2.1. exclusive of value added tax ("VAT") or other sales tax; and
- 4.2.2. inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods, all travel expenses, food and beverage accommodation and other costs related to the Services and all duties, licenses, permits and taxes (other than VAT or other sales tax) as may be payable for the Goods and/or Services from time to time.
- 4.3. If the Contract states that VAT or other sales tax is payable with respect to any Goods or Services, XANDOR is only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.
- 4.4. Unless otherwise specified in the Contract, and subject to the SUPPLIER complying with its obligations under the Contract, XANDOR shall pay for the Goods and/or the Services within 90 days following XANDOR's receipt of the SUPPLIER's proper invoice. The SUPPLIER may not issue the invoice until the relevant

Goods have been delivered to XANDOR or the relevant Services have been completed. Invoices must always include the official order number and comply with any other specifications requested by XANDOR.

- 4.5. XANDOR may withhold payment of any disputed or insufficiently documented amounts included in any invoice. XANDOR may further set-off any sum due from the SUPPLIER to XANDOR against any amount due from XANDOR to the SUPPLIER under the Contract, or to recover such sums as a debt.
- 4.6. Payment of an invoice by XANDOR does not constitute acceptance of the Goods and/or Services covered by the invoice and is without prejudice to any and all claims XANDOR may have against the SUPPLIER in connection with the Contract.

5. QUALITY REQUIREMENTS

- 5.1. The SUPPLIER shall perform its services under the Contract applying a quality management system in accordance with the current requirements of AS 9100D, ISO 9001:2015, or IATF 16949:2016 quality certification and the ISO 14001 environmental certification and continuously develop the system in accordance with the state of technology.
- 5.2. The SUPPLIER shall comply with the PPAP/PPF processes as specified by XANDOR and provide XANDOR with all necessary information regarding these processes.
- 5.3. The SUPPLIER shall constantly monitor the quality of his services. Prior to the respective delivery the SUPPLIER shall ensure that the delivery items are free from defects and in accordance with the agreed specifications.
- 5.4. The SUPPLIER shall provide Goods of the highest quality and in accordance with the SUPPLIER's Warranties as defined in Section 9.3. SUPPLIER shall comply with the applicable statutory provisions and good industry practice and standard.
- 5.5. If the SUPPLIER becomes aware that the Goods or Services do not comply with quality requirements and the SUPPLIER's Warranties or if the SUPPLIER has legitimate doubts regarding the Goods' or Services' compliance with such requirements, then the SUPPLIER shall promptly notify XANDOR in writing and shall advise XANDOR on any further steps to be taken. The same applies if the SUPPLIER becomes aware of property rights of third parties which conflict with the unrestricted use of the Goods or Services by XANDOR. Receipt and handling of such information by XANDOR is without prejudice to any and all claims XANDOR may have against the SUPPLIER resulting from such non-compliance.
- 5.6. XANDOR and its customers may inspect the Goods or Services at any time prior to delivery or completion of the Goods or Services at the SUPPLIER's premises or at any other location. Inspection by XANDOR does not relieve the SUPPLIER of its responsibility or liability for the Goods and Services and does not imply XANDOR's acceptance of the Goods or Services. XANDOR's right of inspection prior to delivery is without prejudice to XANDOR's right to reject the Goods after delivery.

- 5.7. XANDOR may call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods. The SUPPLIER shall provide such certificates to XANDOR within five working days after receipt of such request.

6. INSPECTION, TESTING

- 6.1. The SUPPLIER shall supply all Goods and Services in accordance with the Contract and the Specifications. XANDOR may inspect and test the Goods upon or after XANDOR's receipt of the Goods. XANDOR is only required to inspect the Goods for variations in identity and quantity and for defects and damages (including transport damages) which are obvious. XANDOR shall notify the SUPPLIER of any such discrepancies and damages within 8 days after receipt of the Goods at the Location of Receipt and in case of hidden defects within 5 days after discovery of the defect. To fulfill the notification requirement, XANDOR need only to provide SUPPLIER with a brief description of the discrepancy, damage or defect.
- 6.2. If, according to the Contract or under the particular circumstances, XANDOR is required to test and approve the Goods or Services as to their compliance with the Contract, the SUPPLIER shall request that XANDOR carry out such test and acceptance after the Goods

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or Services are completed ("**Acceptance Procedure**"). The SUPPLIER shall make such request in accordance with the dates stated in the Contract or, if no date is specified, as soon as practicable. XANDOR may reject the Goods or Services in whole or in part if they are not proven by the SUPPLIER to be compliant with the requirements under the Contract and/or any acceptance criteria agreed. If XANDOR does not accept the Goods or Services in whole or in part, the SUPPLIER shall promptly investigate the non-conformity, correct such non-conformity and repeat the Acceptance Procedure. After failure of the second Acceptance Procedure, XANDOR may at its discretion choose whether to repeat the Acceptance Procedure or assert the remedies set forth in Section 10. XANDOR will not be deemed to have accepted the Goods or Services solely because it is using them in whole or in part due to operational necessities. If XANDOR requests in the Contract the performance of recognised testing procedures as the PPAP/PPF processes, the SUPPLIER shall perform such tests according to the official procedure and the the instructions of XANDOR, to be provided to the SUPPLIER upon request.

7. INCOMING AND OUTGOING INSPECTION

- 7.1. If the SUPPLIER procures raw material, semi-finished products, components etc. ("**Production Material**") from third parties for the manufacture of the Goods, the SUPPLIER shall carry out an appropriate incoming inspection with regard to such Production Material. This shall expressly also apply to such Production Material which XANDOR has requested to be used for the manufacturing of the Goods.
- 7.2. Prior to the delivery of the Goods to XANDOR, the SUPPLIER shall carry out an appropriate outgoing inspection and shall verify that the Goods are in compliance with the SUPPLIER's Warranties.

8. CHANGES, SPARE PARTS

- 8.1. The SUPPLIER shall inform XANDOR without delay of all intended changes to the Goods, its Specification, any samples or the approved manufacturing or any other changes that could affect the quality, the certification, the usability or functionality of the Goods (e.g. changes with regard to used raw materials, equipment, tools, components, change of the production site) ("**Change**"). The implementation of any Change by the Supplier requires the prior express written consent of XANDOR, e.g. in connection with a new initial sampling, quality certificates and/or additional testing procedures.
- 8.2. As far as the Goods are deliveries in connection with a serial production, the SUPPLIER agrees to supply XANDOR with the Goods as replacement parts for a further period of fifteen (15) years after the end of the serial production. If it becomes recognizable for the SUPPLIER within the 15-year period that it will no longer be possible to supply XANDOR with replacement parts, he shall inform XANDOR at least 6 months prior to discontinuance of delivery and give XANDOR the opportunity to obtain a sufficient quantity of replacement parts and/or support XANDOR in obtaining a different source for replacement parts in a reasonable scope at his own expense. The reasonable scope also includes the granting or transfer of rights of use, as far as necessary. Replacement part prices may not exceed a reasonable amount (at most 200 % of the last serial production price).

9. SUPPLIER WARRANTIES AND OBLIGATIONS

- 9.1. Without prejudice to any warranties under the Contract or any other legal grounds, the SUPPLIER warrants that the Goods and any parts or materials used in the manufacture or performance of any work related to the Goods will:
 - 9.1.1. be fit for the intended purpose;
 - 9.1.2. conform to the Specifications in all respects and, where applicable, to any samples or drawings; in particular, the weights, measures, signs, legends, words, particulars or descriptions, if any, stamped, printed, or otherwise attached to the Goods or containers (including any required country of origin markings) or referring to the Goods delivered hereunder are true and correct and comply with all statutes, regulations and legislations;
 - 9.1.3. be new and unused, of sound materials and workmanship and free from any defects (latent or otherwise);
 - 9.1.4. conform to all applicable international and local laws and regulations in relation to the design, manufacture, sale,

packaging, labelling, health and safety standards and use of the Goods, which are in force on the date of delivery;

- 9.1.5. be accompanied by all information, warnings, instructions and documentation relevant for the use, storage, operation, consumption, transportation and disposal of such Goods; and
 - 9.1.6. unless agreed otherwise, conform to the representations and warranties in the SUPPLIER's literature and advertising materials.
- 9.2. In addition to any other warranties XANDOR may have under the Contract or any other legal grounds, the SUPPLIER warrants that all Services will be performed (i) with a degree of high professional skill, sound practices and good judgment normally exercised by recognized professional firms providing services of a similar nature. (ii) in full compliance with all applicable laws and (iii) so as to ensure that the Services completed under the Contract are free from defects in materials and workmanship and are fit for the intended purpose.
 - 9.3. Any warranties set forth in this Section 9 or existing under the Contract or any other legal grounds ("**SUPPLIER's Warranties**") apply for a period of 36 months after acceptance of the Goods at the Location of Receipt, approval by XANDOR according to Section 6.2, or completion of the Services (whatever occurs later) or any longer period stipulated by the Governing Law or in the Contract ("**Warranty Period**"). If a Good or Service cannot be used for a certain period of time due to breach of SUPPLIER's Warranty, the Warranty Period extends accordingly.

10. REMEDIES

- 10.1. If the Goods fail to conform with SUPPLIER's Warranties ("**Defective Goods**"), then, without prejudice to other rights or remedies XANDOR may have under the Contract or any other legal grounds, XANDOR may, at its option choose one or several of the following remedies:
 - 10.1.1. refuse to take delivery;
 - 10.1.2. require the SUPPLIER to repair or replace the Defective Goods at the SUPPLIER's sole cost within any period reasonably specified by XANDOR, however at the latest within 21 days of receipt of XANDOR's request;
 - 10.1.3. in case of imminent danger or urgency, carry out the repair of the Defective Goods instead of the SUPPLIER or may have it carried out by a third party at the SUPPLIER's sole cost; XANDOR will inform the SUPPLIER without delay, if possible before such repair is carried out;
 - 10.1.4. require the SUPPLIER to reimburse XANDOR for all costs, expenses, damages and other losses associated with the repair or replacement, including, without limitation, costs for investigation and analysis of the defect, for installation/de-installation, for the use of its own or external personnel, costs for parts, attorneys' fees or other legal cost, accommodation, travel or transportation costs provided that such losses were caused through culpable conduct of the SUPPLIER, where required by the Governing Law; and/or
 - 10.1.5. claim compensation from the SUPPLIER for all costs, expenses, damages and other losses incurred by XANDOR due to the Defective Goods and insofar as mandatory under the Governing Law, culpably caused by the SUPPLIER.
- 10.2. If the SUPPLIER fails to remedy its breach of the SUPPLIER's Warranties within a reasonable period, XANDOR may, in addition to the remedies set forth in Section 10, at its discretion: (i) terminate the Contract and request a refund of the purchase price, if already paid, or (ii) claim a reduction or refund (as the case may be) of the purchase price in the amount of the reduced value of the Defective Goods.
- 10.3. If the Defective Goods are part of a batch of Goods, and if it is only possible to inspect each Good of this batch at a considerable expense, XANDOR may return the entire batch or demand that the SUPPLIER inspect the entire batch at XANDOR's premises. The SUPPLIER may deliver remedied Goods from this batch to XANDOR once the Goods have successfully passed inspection and been marked accordingly.

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10.4. If in the event of a serial defect the exchange of an entire series of Goods or XANDOR products in which the GOODS of the SUPPLIER were installed becomes necessary, for example because in a particular case an error analysis is uneconomic, not possible or cannot be reasonably expected, the SUPPLIER shall indemnify the above mentioned costs also in relation to the part of the affected series which does not contain any technical defect.

A serial defect exists in particular if in at least 5% of the quantity of contract items delivered in a single delivery the same defect arises. In the view of the parties an exceeding of the 5 % threshold shall no longer involve a one-time quality deviation.

11. LIABILITY, INDEMNIFICATION

11.1. To the extent that any liability under the Contract or the Governing Law requires the fault of the SUPPLIER, the SUPPLIER shall be held accountable for any fault of any sub-supplier in the SUPPLIER's supply chain.

11.2. Without prejudice to other rights or remedies XANDOR may have under the Contract or any other legal grounds law or the Contract, the SUPPLIER shall indemnify XANDOR against any liability, loss, costs (including attorneys' fees or other legal costs, costs for recalls and costs for its own employees), damage or injury culpably caused by the SUPPLIER in consequence of (i) any Defective Goods or (ii) any breach by the SUPPLIER or Supplier Personnel (as defined in Section 14.4) (including any late delivery of Goods or performance of the Services).

12. INSURANCE

The SUPPLIER shall arrange and maintain, at its own cost, all insurance customary and on terms common in the industry and satisfactory to XANDOR, in particular a product liability insurance. The SUPPLIER shall produce evidence of such insurance to XANDOR upon request. For the avoidance of doubt, the insurance coverage shall not limit in any way the SUPPLIER's responsibility and liability for its Goods delivered and Services performed to XANDOR. XANDOR may in special cases require the SUPPLIER to take out a certain type of insurance and/or a certain amount of insurance. In such cases, the parties shall separately agree on the costs.

13. INTELLECTUAL PROPERTY

13.1. All Intellectual Property Rights in the parties' Background IPR shall remain vested in the respective party or its licensors and nothing in the Contract shall operate to assign any rights in such Background IPR to the other party (save as otherwise provided below). "**Intellectual Property Rights**" ("**IPR**") means any patent, copyright, database right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for such right, or other industrial or intellectual property right. "**Background IPR**" means any IPR owned or controlled by a party prior to the date of the Order or generated independently of the Contract.

13.2. XANDOR hereby grants to the SUPPLIER a non-exclusive and non-transferable right to use Background IPR of XANDOR solely to the extent necessary for the SUPPLIER to supply the Goods or perform the Services, as applicable, and such grant shall terminate upon the earlier of (i) the SUPPLIER satisfying its obligations under the Contract or (ii) termination of the Contract.

13.3. The SUPPLIER hereby grants to XANDOR a royalty free, non-exclusive, worldwide, perpetual and irrevocable (except for breach by XANDOR) sublicenseable and transferable right and license to use the SUPPLIER's Background IPR (i) for use of any Goods and/or Services in a manner that is consistent with XANDOR's intended purpose; and (ii) to commercially exploit such Goods and/or Services.

13.4. All Foreground IPR, whenever created at any stage and in its actual state, shall become the sole and exclusive property of XANDOR with the right to use and exploit the Foreground IPR in any desired way and is covered by the payment of the price for the Goods and/or Services. "**Foreground IPR**" means any IPR conceived, discovered, created, produced, developed or reduced to practice by the SUPPLIER specifically for XANDOR in connection with the Goods and/or Services.

13.5. In the event that, for legal reasons, exclusive right, title and interests in and to the Foreground IPR does not become vested in XANDOR, the SUPPLIER agrees to do, or procure to be done, all

such things, and execute, or procure to be executed, all such documents as XANDOR may require to vest in or further assure to XANDOR all Foreground IPR.

13.6. If the Foreground IPR consist of copyrights, know-how or other proprietary rights and if for legal reasons XANDOR cannot become the owner of such copyrights or other proprietary rights, the SUPPLIER shall and hereby grants to XANDOR a royalty-free, exclusive, worldwide, perpetual, irrevocable sublicenseable and transferable right and license to use such Foreground IPR in their original or in any modified form and in any known or unknown way.

13.7. The SUPPLIER warrants that the sale, possession, resale or use of the Goods and/or the performance of the Services to be supplied do not infringe any third party intellectual property rights or third party know-how. XANDOR shall have the remedies as set forth in Section 10. In addition to these remedies, the SUPPLIER shall indemnify XANDOR against all payments or loss of royalties or licence fees, and against all costs, losses and expenses suffered by them or for which they may be liable in respect of any culpably breach of this warranty by the SUPPLIER, including attorneys' fees or other legal cost. The SUPPLIER will give XANDOR and the indemnified parties all assistance that is reasonably required in defending any such infringement claim.

13.8. The SUPPLIER shall inform XANDOR of the use of published and unpublished own and licensed property rights relating to the Goods and/or Services.

14. CONFIDENTIALITY

14.1. The SUPPLIER shall not disclose to any third party any technical or other information, samples or other items received from XANDOR in connection with an Order or a Contract, whether orally, in writing or otherwise ("**Confidential Information**"), protect such Confidential Information from access by third parties and shall not use such Confidential Information for any purpose other than the performance of the Contract. The SUPPLIER shall in particular not use the Confidential Information for the manufacture of products for third parties or for the registration of patents or other industrial property rights.

14.2. Title to all Confidential Information remains with XANDOR. At XANDOR's request, the SUPPLIER shall return to XANDOR or, if a return is not possible, destroy all files, documents and other items which embody or contain the Confidential Information. The SUPPLIER has no right of retention with regard to the Confidential Information. The SUPPLIER shall not be obliged to delete Confidential Information from routinely made backup copies of electronic data traffic which cannot be deleted. For such Confidential Information, the provisions of this Section shall continue to apply.

14.3. The obligations of Sections 14.1 and 14.2 shall not apply to the extent that the Confidential Information: (i) is or becomes generally known without the SUPPLIER being responsible therefore; (ii) were demonstrably known to the SUPPLIER prior to their receipt from XANDOR without an obligation to maintain confidentiality or were independently developed by the SUPPLIER; or (iii) have been communicated to the SUPPLIER by a third party without confidentiality obligation.

14.4. The SUPPLIER shall take all necessary measures to keep the Confidential Information confidential and to avoid disclosure, unauthorized access and unauthorized use of the Confidential Information. The SUPPLIER shall in particular grant access to the Confidential Information only to such personnel, employees, officers, directors, subcontractors, suppliers, agents, consultants and other representatives performing or assigned to perform any activities in connection with the Contract ("**Supplier Personnel**") who need to know such Information in order to perform the Contract. The SUPPLIER shall ensure that all of the Supplier Personnel who have access to the Confidential Information are required by law or by contract to maintain confidentiality at least equivalent to the provisions of this Section.

14.5. The SUPPLIER shall not make any reference to XANDOR in its advertising, literature or correspondence without XANDOR's prior written consent. Unless otherwise agreed in writing, nothing in the Contract or these Conditions shall entitle the SUPPLIER to use any name, trademark or logo of XANDOR.

15. TOOLS

Any material, software, equipment or tools (i) provided by XANDOR to the SUPPLIER, (ii) purchased by XANDOR under this

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Contract or (iii) purchased or used by the SUPPLIER in connection with this Contract and paid by XANDOR ("**Tools**") shall remain the sole property of XANDOR and may only be used for the sole purpose of performing the SUPPLIER's obligations under this Contract. The ownership of all Tools is transferred to XANDOR by the SUPPLIER on the date of the acquisition of the Tool by the SUPPLIER, or in the case of Tools manufactured by the SUPPLIER, on the date of the completion of the manufacturing by the SUPPLIER. No further action by any party is required to make such transfer effective. The SUPPLIER shall mark such Tools directly after they are provided to it or directly after the acquisition by the SUPPLIER or the completion as being XANDOR's property. Upon request the SUPPLIER shall prove such marking through photos or otherwise. The SUPPLIER shall use the Tools exclusively for the provision of Services to XANDOR or for the manufacturing of the Goods ordered by XANDOR. The SUPPLIER, at its own expense, shall insure the Tools belonging to XANDOR at the replacement value on appropriate terms. The SUPPLIER shall carry out timely inspection, servicing, maintenance and repair work at its own expense. Upon request of XANDOR, the SUPPLIER shall hand over the Tools to XANDOR. Tools and other product-specific means of production and production equipment may only be destroyed or disposed of, regardless of the ownership, after the prior written consent of XANDOR.

16. SUBCONTRACTORS

The SUPPLIER shall not engage subcontractors without XANDOR's prior written consent. The SUPPLIER shall require its subcontractors to comply with all obligations under this Contract, including secrecy. Notwithstanding any consent given by XANDOR, the SUPPLIER shall remain liable to XANDOR for any acts or omissions of its subcontractors as if they were its own. No sub-contract shall relieve the SUPPLIER from the obligation to provide the Goods or perform the Services or from any liability under the Contract.

17. FORCE MAJEURE

Natural catastrophes, epidemics, pandemics, unrest and other unforeseeable, unpreventable and serious events shall release the parties for the duration of the disruption and in the scope of their effect from the performance obligations. Both the occurrence as well as the end of such an event shall be notified to the other party without delay. If the disruption lasts for longer than one (1) month, the parties shall adjust the obligations on either side to the changed circumstances according to the principles of good faith. The SUPPLIER agrees to support XANDOR upon request in procuring an alternative source for the purchase of the Goods and Services in a reasonable scope. The reasonable scope also covers the granting or transfer of rights of use, as far as necessary.

18. COMPLIANCE

- 18.1. The SUPPLIER and the persons employed by the SUPPLIER are generally and for the duration of the business relationship obligated to comply with all laws, regulations and provisions concerning the SUPPLIER and the business relationship with XANDOR, including (but not limited to) all anti-corruption laws, data protection laws, employment laws, environment laws and anti-trust laws.
- 18.2. The SUPPLIER, its management and its employees will (i) not promise, hold out the prospect of or grant any unlawful benefits to officials, potential customers or their employees or third parties and (ii) not accept any unlawful benefits from potential customers, their employees or third parties.
- 18.3. The SUPPLIER shall inform XANDOR immediately in writing of any breach of one of the aforementioned obligations and explain how the breach was remedied and what measures it has taken to ensure that the breach does not recur.

19. AUDITS

- 19.1. XANDOR, its nominee and its customers may conduct audits of: (i) the SUPPLIER's operational practices and procedures as they relate to the Contract, including the SUPPLIER's quality standards, its process of manufacturing the Goods and/or performance of the Services and security procedures; and (iii) the SUPPLIER's compliance with the SUPPLIER's Warranties;
- 19.2. The SUPPLIER will assist in any audits conducted by XANDOR, its nominees and its customers, including by providing access to the premises, books and records of the SUPPLIER relating to the

Contract. XANDOR will give the SUPPLIER reasonable notice where practicable and appropriate of an audit and of which documents or class of documents may be required. XANDOR will use reasonable endeavors to ensure that audits do not unreasonably delay or disrupt the SUPPLIER's performance of its obligations under the Contract. The requirement for and participation in audits does not in any way reduce the SUPPLIER's responsibility to perform its obligations in accordance with the Contract.

- 19.3. The SUPPLIER will promptly take, at no additional cost to XANDOR, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit. Each Party shall bear its own costs associated with any audits. If the audit reveals any error, non-compliance or inaccuracy, the costs associated with such audit shall be borne by the SUPPLIER.

- 19.4. If any authorities responsible for vehicle safety or similar ask to inspect the production process and the audit documents of XANDOR in order to verify certain requirements, the SUPPLIER shall, at XANDOR's request, grant these authorities the same rights in its plant and to provide them with the support that may reasonably be expected.

20. GOVERNING LAW, PLACE OF PERFORMANCE AND JURISDICTION

- 20.1. The Contract and any supply of Goods and Services stipulated thereunder shall be governed by the laws of Germany excluding the United Nations Conventions on the international sale of Goods (CISG) ("**Governing Law**").
- 20.2. Place of performance for the Goods and Services is the destination stated by XANDOR. The courts competent for the place of the registered office of XANDOR shall have exclusive jurisdiction, save that XANDOR reserves the right to initiate court proceedings at any court which has general jurisdiction for the SUPPLIER.

21. GENERAL

- 21.1. The SUPPLIER may only offset its claims for payment against a claim of XANDOR or assert a right of retention, if its counterclaim (aa) is undisputed, (bb) is subject to a final decision of a competent court or (cc) in the event of offsetting, is synallagmatic (i.e. interdependence of performance and consideration in a reciprocal contract) to XANDOR's claim against which the SUPPLIER offsets or (dd) in the event of a retention, is based on the same contractual relationship as Xandor's claim against which the SUPPLIER asserts its right.
- 21.2. The Contract is personal to the SUPPLIER and the SUPPLIER shall not, without the prior written consent of XANDOR, assign or transfer any rights or obligations under the Contract to any third party. XANDOR may at any time assign the Contract or any rights or obligations under the Contract to any third party without the prior written consent of the SUPPLIER.
- 21.3. If any term or provision of the Contract is void or unenforceable, the remainder of the provisions of the Contract shall remain in full force and effect to the fullest extent permitted by the Governing Law. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the parties as regards the invalid, unenforceable or missing provision.