

Terms of Purchase for Production Material BROSE SITECH

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I. Governing Terms

The legal relationships between the Supplier and the Purchaser are governed by these Terms and any additional agreed terms. Amendments and additions must be in writing. The Supplier's general terms and conditions are inapplicable even if not expressly rejected in a particular instance.

II. Orders

1. Delivery contracts (order and acceptance) and delivery call orders, as well as any amendments or additions thereto, must be in writing. Delivery call orders may also be effected by electronic data transfer.
2. If the Supplier does not accept an order within three weeks of receipt, the Purchaser is entitled to revoke the order. Delivery call orders become binding at the latest two weeks after receipt if the Supplier has not objected in the interim.
3. To the extent the delivery object is intended for use in a factory of AUDI AG, this company will issue delivery call orders and pay for the deliveries.
4. Within the limits of what is reasonable for the Supplier, the Purchaser may request modifications of the design and construction of the delivery item. The parties shall reach an appropriate mutual agreement regarding the consequences, in particular cost increases or decreases and delivery deadlines.

III. Payment

1. The payment is conditioned to have a valid invoice. Payment is made 30 days after delivering a correctly issued VAT invoice to the Purchaser. The parties consider the date of payment as the day when the ordering party's bank account is debited.
2. Payment is made by bank transfer to the bank account indicated by the Supplier to the ordering party. The Supplier is also obliged to immediately inform the ordering party in writing of any change to the bank or bank account number. The supplier is obliged to ensure that the bank details provided by him are an account on the so-called "White list of VAT taxpayers". The Supplier is liable for any damage to the Customer resulting from the Supplier's failure to fulfill the above obligation.
3. In the event of improper delivery, the Purchaser is entitled to withhold payment proportionate to value until proper performance is affected.

IV. Notice of defects

The Purchaser must notify the Supplier in writing of any defects in the delivered goods without delay as soon as they are discovered in the course of operation of a properly organized business. To this extent, the Supplier waives the defence of late notice of defects.

V. Confidentiality

1. The contracting parties agree to treat as business secrets all commercial and technical information of which they become aware by reason of their business relationships unless such information is common knowledge.
2. Drawings, models, jigs and templates, sample parts, or similar property may not be provided or otherwise made available to unauthorized third parties. The reproduction of such property is permissible only within the limits of business requirements and copyright law.
3. Analogous obligations must be imposed on sub-suppliers.
4. The contracting parties may only use their business relationship for advertising purposes with prior written consent.

VI. Delivery deadlines and periods / shipping terms

Agreed delivery dates, deadlines, and time periods are binding. Whether delivery is timely is determined by receipt of the goods by the Purchaser. The Supplier must make the goods available on a timely basis, allowing the standard time for loading and shipping.

Shipments are to be handled according to the Purchaser's instructions. The INCOTERMS govern all commercial terms.

VII. Overdue Delivery

1. The Supplier is liable to the Purchaser for damages resulting from failure to make timely delivery, other than damages for lost profits or by reason of interruption of the Purchaser's business.
2. In cases of simple negligence, damages are limited to additional shipping charges, retrofitting costs, and, if the Supplier fails to meet a final deadline extension set by the Purchaser or if its performance would come too late to be of interest to the Purchaser, additional expenses for replacement purchases from third parties.

VIII. Force majeure

Force majeure, labor disputes, civil disorder, governmental actions, and other unforeseeable and unavoidable events of major significance release the contracting parties from their performance obligations for the duration of the disturbance to the extent of the impact thereof. The same applies if these events take place when

performance by the contracting party affected is already overdue. The contracting parties are required to provide the information reasonably necessary without delay and to adjust their mutual obligations to the altered circumstances in accordance with the principle of good faith dealing.

IX. Quality and Documentation

1. For its deliveries, the Supplier shall adhere to accepted engineering standards, relevant safety requirements, and the agreed technical specifications. Modifications of the delivery item require the Purchaser's prior written consent. For guidance on initial sample testing, see the VDA publication "Volume 2, Quality Assurance for Supplies, Production Process and Product Approval (PPA)". The Supplier may not commence series production delivery until the Customer has approved the sample parts. Notwithstanding such approval, the Supplier must continuously verify the quality of the delivery items. Each contracting party shall inform the other of quality improvement possibilities.
2. If no firm agreements exist between the Supplier and the Purchaser on the nature and scope of testing and inspection and the means and methods thereof, the Purchaser is willing, at the Supplier's request and within the limits of its own knowledge, experience, and resources, to discuss testing and inspection issues with the Supplier in order to determine the level of testing and inspection technology required in each individual situation. If requested, the Purchaser will also inform the Supplier about the relevant safety requirements. For further information, see the VDA publication "Volume 5, Capability of Measurement Processes, Capability of Measuring Systems".
3. With regard to characteristics that have been specially marked, e.g. with the letter "D," in the technical documents or designated by separate agreement, the Supplier must in addition keep special records showing when, in what manner, and by whom the delivery items were tested and inspected with respect to special characteristics, and recording the results of the required quality testing. The testing and inspection documentation must be retained for at least fifteen years and provided to the Purchaser when needed. To the extent legally possible, the supplier must impose corresponding obligations on its sub-suppliers. For documentation and archiving, see the VDA publication "Volume 1, Documentation and Archiving – Code of Practice for the Documentation and Archiving of Quality Requirements and Quality records" as well as the VDA publication "A process description covering special characteristics (SC)".
4. Should any public agency with authority regarding vehicle safety, emissions standards, or the like wish to verify certain requirements by examining the Purchaser's production processes and its testing and inspection documentation, the Supplier agrees that, at the Purchaser's request, it will accord such agencies the same rights with respect to itself as they have with respect to the Purchaser and will give them all reasonable support.

X. Warranty

1. Unless otherwise agreed, the Purchaser may exercise the following rights in the event of delivery of defective goods, provided any preconditions established by applicable law or this section are fulfilled:
 - a) Before the commencement of manufacturing (processing or installation) the Purchaser must first give the Supplier the opportunity to sort out the defective goods and to correct the defects or to deliver replacements, unless this would unreasonably burden the Purchaser. If the Supplier is unable to accomplish the above or fails to do so without delay, the Purchaser may, without setting any deadline, rescind this portion of the contract and return the goods at the Supplier's risk and expense. In urgent cases, the Purchaser may itself remedy the defects after coordination with the Supplier, or have a third party do so. The resulting costs shall be borne by the Supplier. If the same goods are repeatedly delivered with defects, the Purchaser may, after giving written notice of such breach, rescind the contract with respect to the as yet undelivered part thereof as well if another delivery of defective goods occurs.
 - b) If, despite compliance with the obligation under Section IV (Notice of Defects), the defect is not discovered until after manufacturing has commenced, the Purchaser may either
 - require substitute performance and claim reimbursement of the necessary concomitant costs for transportation (but not towing charges) and for dismantling and re-installation (cost of labor; cost of materials only if agreed), or reduce the purchase price.
 - c) In the event of the culpable breach of an obligation over and above the delivery of defective goods (e.g. breach of a duty to inform, advise, or inspect), the Purchaser may claim compensation for the consequential damages flowing therefrom including the consequential damages paid by the Purchaser to its customer by law. "Consequential damages" refers to damage suffered by the Purchaser, by reason of delivery of defective goods, to legal interests other than those pertaining to the goods themselves.

2. Upon request, the Purchaser shall without delay, and at the Supplier's expense, place the parts which the Supplier must replace at its disposal.
3. Warranty claims become time-barred 24 months from the time of first vehicle registration or installation as a spare part, as the case may be, or 30 months after delivery to the Purchaser, whichever occurs first. In the case of commercial vehicles, however, the statute of limitations established by law shall apply unless otherwise agreed.
4. No warranty claim arises if the fault is attributable to the violation of operating, maintenance, and installation instructions, unsuitable or improper usage, improper or negligent handling, natural wear and tear, or alteration of the delivery item by the Purchaser or third parties.
5. In the event of defective deliveries, customer claims under the Act on product liability, tort and business liability business without an order remain unaffected by this Chapter X. Guarantees of quality and durability must be clearly stated on writing.

XI. Liability

Subject to other liability provisions contained elsewhere herein, the following terms define the limits of the Supplier's liability for damages suffered directly or indirectly by the Purchaser by reason of the delivery of defective products, the violation of governmental safety requirements, or any other legal grounds of Supplier liability.

1. As a general matter, the Supplier is only liable for damages with regard to harm it has caused if it is at fault.
2. If claims are raised against the Purchaser based on no-fault liability which cannot be disclaimed with respect to third parties, the Supplier shall be liable to the Purchaser to the extent to which it would also be directly liable
3. The obligation to pay compensation is excluded as long as the contracting authority successfully limited his liability to the client. In this context the Purchaser will endeavor to agree on the limitations of liability in law acceptable to the Supplier as well.
4. Claims by the customer are excluded, as long as the damage resulted from breach of the operating, maintenance and assembly instructions attributable to the customer, improper or non-intended use, faulty or negligent handling, natural wear and tear or defective repair.
5. The Supplier is responsible for the actions taken by the Purchaser in to prevent harm (e.g. recall) as long as is legally obliged to do so.
6. If the Purchaser intends to make claims against the Supplier in accordance with the above provisions, should be promptly and comprehensively inform and consult the Supplier about it. He gives the supplier the possibility of investigating a case of damage. The contracting parties agree measures to be taken, in particular in the event of negotiation conciliation.
7. The principles of Section VII (1) shall apply mutatis mutandis if the Supplier has no insurance coverage or insufficient coverage.

XII. Industrial Property Rights

1. The Supplier is liable for claims arising from the contractual use of the delivery items that are based on the infringement of industrial property rights and applications pending for such rights (industrial property rights), provided at least one of the rights in the family of related rights has been published by the European Patent Office or in the Supplier's home country, the Federal Republic of Germany, China, France, Great Britain, Italy, Austria, or the United States.
2. The Supplier shall release and hold the Purchaser and its customers harmless from all claims from the use of such industrial property rights.
3. The above does not apply to the extent the Supplier manufactured the delivery items according to drawings, models, or other equivalent descriptions or specifications provided by the Purchaser and neither knows nor should have known with respect to the products it developed that industrial property rights were thereby infringed.
4. To the extent the Supplier is not liable by reason of subsection 3, the Purchaser shall release and hold it harmless from all third party claims.
5. The contracting parties agree to inform each other without delay of potential infringement risks and alleged infringements that come to their attention and to afford each other the opportunity to cooperate in countering such claims.
6. At the Purchaser's request, the Supplier shall inform the Purchaser of any industrial property rights, whether published or unpublished, self-owned or licensed, registered, unregistered or pending, that the Supplier uses with regard to the delivery item.
7. The liability limitation principles of Section VII (1) shall apply mutatis mutandis.

XIII. Use of Purchaser's Production Aids/Equipment and Confidential Information

Models, molds and dies, jigs and templates, sample parts, tools, and other production aids and equipment including confidential information that the Purchaser provides to the Supplier or pays for in full may only be used for deliveries to third parties with the Purchaser's prior written consent.

XIV. Retention of Title

The Supplier retains title to all goods it delivers until completely paid for. For this purpose, all deliveries shall be deemed to constitute one continuous supply transaction. For current account deliveries, the retention of title shall be considered to secure payment of the account balance owing.

If the Purchaser so joins the goods with other property that they form a whole, and if the other property constitutes the principal object, the Purchaser is required to transfer proportionate joint ownership to the Supplier, to the extent it has title to the principal object. If the Purchaser sells the delivered goods as contemplated by the parties, it hereby assigns in advance to the Supplier its accounts receivable from its customer by reason of sale together with all ancillary rights until complete satisfaction of the Supplier's claims.

Where the circumstances so justify, the Purchaser is upon request by the Supplier required to notify the third party buyers of the assignment and to furnish the Supplier with the information and documents it requires to enforce its rights.

The Supplier must relinquish and release its interest in collateral to the extent the total value thereof exceeds that of the claims to be secured by more than 20 %.

XV. General Provisions

1. When determining the amount of the Supplier's liability for damages under Sections VII, X, XI, and XII, due account shall be taken in the Supplier's favor of its economic situation, the nature, scale, and duration of the business relationship, the extent of any contributory causation or negligence on the Purchaser's part and any extraordinary circumstances impeding installation of the purchase part in question. In particular, a reasonable relationship must exist between the damages, costs, and expenses to be borne by the Supplier and the value of the purchase part.
2. If a contracting party ceases paying its debts as they fall due or a petition is filed for commencement of an insolvency proceeding with regard to its assets or for an out-of-court arrangement or composition proceeding, the other party is entitled to rescind the as yet unperformed portion of the contract.
3. Should any provision of these Terms and the other agreements entered into be or become invalid, this shall not affect the validity of the other provisions of the contract. The contracting parties are required to replace the invalid provision with a provision that approximates the economic effect of the invalid provision as closely as possible.
4. Unless otherwise agreed, the contract shall be governed exclusively by the law of the Republic of Poland. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.
5. The place of performance is the Purchaser's registered office. A varying term may be agreed with respect to delivery.
6. Actions may be brought only in the judicial district of the plaintiff's registered office or in another court of proper venue.

Instructions for Shipping Documents and Invoicing Forms

VAT invoices for the purchase of Goods shall be sent by the Supplier to the following address ordering party. A VAT invoice will be issued each time in accordance with applicable law and must include in particular: the Supplier's tax identification number (NIP); number Supplier's identification provided by the ordering party; number and date orders; date of the delivery disposition (Lieferabruf) and the number Lieferschein; additional information agreed between the ordering party and the supplier (e.g. place of unloading, number and date of the letter consignment, quantity and identification numbers of the goods along with index; the price of the goods agreed in the order, separately the indicated amount of the tax on goods and services (VAT indicated in the currency PLN). If the supplier provides VAT invoices in the form of electronic in accordance with the requirements specified in the appropriate legal provisions, the ordering party may consent to the issuing and sending invoices by suppliers in this form. Issue of an invoice VAT by the supplier takes place after the supplier has made a compliance with the contract for the delivery of goods to the one previously agreed with the ordering party place of delivery. If the invoice VAT has been issued incorrectly, the Supplier will issue it appropriate corrective invoice or credit note. In case improper performance of the delivery by the Supplier - i.e. performance in a manner inconsistent with the requirements and standards set out in the Agreement - the contracting authority will be entitled to withhold or suspend the payment the correct part until proper delivery is made.