Terms and Conditions of Purchasing of the MANN+HUMMEL Group for Production Material – Region EMEA and APAC

MANN+HUMMEL

1. **Relevant Regulations**

1.1 These Conditions of Purchasing shall apply exclusively to all our orders (hereinafter "Order") governing the purchase of goods, services and work performance of the MANN+HUMMEL Group in the Region EMEA (Europe, Middle East, Africa) and APAC (Asia Pacific). Contradictory terms of delivery shall only apply if expressly acknowledged in writing by us. We hereby expressly object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions. Our Conditions of Purchasing apply exclusively if we do not object the Supplier terms and conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the Supplier, we accept a delivery without reservation. B

These Terms and Conditions shall also apply to the respective Affiliated Companies of MANN+HUMMEL and the Supplier. "Affiliated Company" shall mean any legal entity which directly or indirectly controls, is controlled by or under common control with a Party, whereby "control" means the ownership direct or indirect of more than 50 % of such legal entity's voting rights or capital. Any such legal entity shall be deemed to be an Affiliated Company of a Party only so long as such control exists.

1.2 In addition to these Terms and Conditions of Purchasing, the Quality Assurance Agreement, the Supplier Manual and Logistics Manual, in the respective latest version, shall also apply and form an integral part of this agreement.

2 **Ordering and Order Confirmation**

2.1 Electronic Data Interchange ("EDI"), alternatively WebEDI, is essential and mandatory for a Supplier to enter a business relationship with MANN+HUMMEL.

2.2 Orders and/or subsequent changes must be made in writing to be binding on us. The written form includes email or - if agreed - EDI or WebEDI. Deviations from this form requirement shall be effective only with our prior approval in writing or text form.

2.3 Acceptance of our Order must be confirmed in writing within two working days, with indication of our complete Order data. If the Supplier fails to accept the Order within ten (10) working days as of receipt, we shall be entitled to cancel the Order.

2.4 Prices specified in the Order are fixed.

2.5 During the execution of an Order, any deviations from the originally agreed specifications are necessary or expedient, the Supplier must notify MANN+HUMMEL without delay and in writing and submit proposed amendments.

2.6 If the Supplier's financial circumstances deteriorate substantially or if the justified application for the initiation of insolvency proceedings or comparable proceedings in respect of the Supplier's assets is rejected due to lack of assets, we are entitled to terminate the contract, in whole or in part.

3 **Delivery Dates / Delay in Delivery**

3.1 Agreed delivery dates and deadlines shall be binding. Delivery schedules are binding, unless the Supplier raises any objections within three (3) working days from receipt of said schedules. The date of receipt of the goods at the location specified in our Order shall be decisive for compliance with the delivery date or deadline. The Supplier shall be responsible for notifying the service provider specified in our Order. If a service provider other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.

3.2 The Supplier shall promptly notify us in writing of any potential delays or non-compliance with delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.

3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default without a reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.

In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to rescind the contract, or to demand compensation for the damages incurred. The Supplier shall be obligated to reimburse us for any and all extra costs incurred as a result of delayed delivery.

3.4 Acceptance of a delayed delivery or service does not imply waiver of any of our rights, in particular to claim for damages.

3.5 Delivery prior to the agreed delivery date is permissible only with MANN+HUMMEL prior written consent. MANN+HUMMEL is entitled, without written consent, to store products delivered early at the Supplier's cost or to return them at the Supplier's cost, unless the early delivery is insignificant or the Supplier is not responsible for the early delivery.

4 **Delivery / Shipping**

4.1 The Supplier must comply with MANN+HUMMEL specifications concerning the delivery of the products, in particular the applicable transport, packaging and delivery instructions. Delivery must be made in packaging that corresponds to the type of product. In particular, the products are to be packaged such as to prevent transport damage. Packaging materials are to be used only to the extent required. In particular, the Supplier must mark the packaging stating the delivery volume, the article and material numbers, the delivery quantity, date of manufacture and the Order date, in particular the Order number, Order date and Supplier number.

4.2 Each shipment must be accompanied by a delivery note / invoice including our complete Order data.

4.3 The Supplier shall provide MANN+HUMMEL with a national export control information (e.g. export list number) under each item of the invoice if applicable. The ECCN (Export Control Classification Number – US (re)- export control regulations) must also be given for each item. This information shall be sent in addition via email to the following address: ausfuhrgenehmigung@mann-hummel.com.

4.4 Suppliers that have their registered office in the European Community or Turkey must also confirm the preferential status of the goods supplied to MANN+HUMMEL using a Supplier Declaration with the wording required by law; wherever possible this declaration should be a Long-Term Supplier Declaration. Supplier Declarations that do not meet the legal requirements will not be recognized. Any relevant evidence must be provided and submitted by the Supplier without this being specifically requested. The Supplier shall bear any costs (e.g. customs duties) arising as a result of any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding commodity code as well as the non-preferential origin of the goods supplied (using ISO alpha-2 codes) and provide suitable evidence to support these statements if required. Suppliers that have their registered office outside the European Union or Turkey but in a country with which the European Union or Turkey have concluded a preferential agreement must provide information about preferential status of supplied goods in the form agreed on in the relevant preferential agreement itself.

4.5 The Supplier undertakes to print commodity code and non-preferential origin as well as national export list number (if applicable) of the goods supplied on his invoice.

4.6 The Supplier undertakes to inform MANN+HUMMEL immediately in writing in the event that any declaration of preferential status or non-preferential origin or commodity code, or any part thereof, ceases to be valid or is subject to change.

4.7 The Supplier agrees to comply with any relevant international security programs (e.g. C-TPAT/AEO F or C/KC Air Cargo Security) in order to ensure the punctual delivery of supplies to MANN+HUMMEL. If the Supplier has not been certified for any of these security programs, they must provide a security declaration with the first delivery. New security declarations must be provided every two (2) years.

4.8 Unless otherwise agreed in writing, deliveries shall be made to their destinations free of freight charges and packaging costs DAP (Incoterms 2020) at the named MH location.

4.9 The Supplier is required to take out suitable transport insurance with appropriate coverage amount and type and, on

MANN+HUMMEL request, to provide proof of such insurance, in writing and without delay.

5 **Invoices / Payment Terms**

5.1 Invoices must include our complete Order data (Order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment. Invoices must be submitted as specified in the Order. We reserve the right to return invoices with incomplete or inaccurate Order data or with inaccurate or incomplete billing address to the Supplier.

5.2 Unless a special arrangement has been made payment shall be made by way of bank transfer after thirty (30) days net as of the day of receipt of the goods, but no earlier than as of receipt of the invoice. If the payment is made within twenty (20) days, a three percent (3%) cash discount will be deducted.

5.3 In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.

5.4 In case of short deliveries, we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment.

5.5 The Supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us without our prior written consent.

6 **Supplier's Master Data**

6.1 Prerequisites for entering into any business relationship with a Supplier are that the Supplier provides a DUNS number and any other information required during the registration process. An Order can only be placed with Suppliers who, at the time of ordering, are registered with our Supplier portal with their DUNS number.

6.2 The Supplier portal can be accessed from the Supplier area of the MANN+HUMMEL home page. The Supplier undertakes to always keep his data up to date in the portal. The Supplier undertakes to verify his datasets at least once per year.

7 **Force Majeure**

7.1 Force Majeure such as wars, natural disasters, official measures (such as confiscation, ban on exports), other unforeseeable, unavoidable acts that are outside of the Supplier's field of influence and for which the Supplier is not responsible shall release the Parties from their duties for the duration of the disturbance. The Supplier shall be obligated to immediately provide all and every information related to the Force Majeure. Should such event last longer than two months, we may terminate the respective agreement without notice.

7.2 In cases of Force Majeure concerning us we shall also have the right, at our discretion, to wholly or partially withdraw from the contract.

7.3 Shortage of raw material and strikes are not considered events of Force Majeure.

8 **Notice of Defects**

8.1 MANN+HUMMEL must notify the Supplier of evident defects immediately upon delivery of the products and hidden defects immediately upon the identification thereof. Notice is considered immediate if it is provided within ten (10) working days of delivery for evident defects and within ten (10) working days of discovery for hidden defects. In the case of delay or loss of the notification, timely dispatch is sufficient. For shipments that are composed of a large number of the same product, MANN+HUMMEL must inspect an appropriate number of the supplied products for defects. If such inspection renders the products unsuitable for sale, the volume to be inspected shall be reduced by a reasonable amount.

8.2 Supplier shall perform an appropriate outgoing inspection.

9 **Defects**

9.1 Warranty claims for parts intended for automobiles or commercial vehicles shall expire within twenty four (24) months as of first-time registration of the vehicle or installation of the spare part, but no later than after thirty six (36) months as of delivery to MANN+HUMMEL. For all other parts and delivery items, the warranty claims shall expire after twenty four (24) months as of delivery to our customers, but no later than after thirty six (36) months as of delivery to MANN+HUMMEL, unless other periods have been expressly stipulated in writing.

9.2 Unless provided otherwise in this clause 9, the Supplier shall be liable according to applicable statutory provisions, in particular for defects of the delivery, and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent.

9.3 In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies – promptly remove the defect free of charge or deliver parts that are free from defects (incl. in each case the necessary expenses, for example costs for installation and removal), or to reasonably reduce the purchase price. Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may rescind the contract and return the goods to the Supplier at his own risk and cost. In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs we may incur shall be borne by the Supplier.

9.4 Supplier shall perform reasonable analyses and start corrective actions to remove the cause of the defect in order to prevent such defect from reoccurring.

9.5 Should the Supplier deliver defective goods more than once or should the Supplier repeatedly provide defective services, we shall be entitled, after a written warning, to terminate the contract even in respect of deliveries that have not yet been made.

9.6 The Supplier shall be obligated to reimburse us any and all pertinent costs for repairs or for the replacement of defective goods that we might incur

10 **Liability**

10.1 Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent, unless there are any mandatory statutory limitations under the governing law.

10.2 MANN+HUMMEL is liable without restriction for damage relating to the breach of a guarantee or damage to life, limb or health. The same applies to intentional acts and gross negligence or if MANN+HUMMEL assumed a procurement risk. MANN+HUMMEL is liable for slight negligence only if material contractual duties were breached which are inherent to the nature of the contract and are of particular importance for the attainment of the contractual purpose. In the case of the breach of such obligations, in instances of default and frustration, our liability is limited to damage typically foreseeable in the context of the contract. Mandatory statutory liability for product liability remains unaffected.
If our liability is excluded or limited, this shall also apply to the personal liability of MANN+HUMMEL employees, staff, representatives and agents.

11 **Product Liability**

11.1 The Supplier shall indemnify us from any third party claims under national or foreign product liability legislation arising out of the death of or injury to any person or damage to property, unless the Supplier is not responsible for the product defect pursuant to product liability law principles. Further claims of us remain unaffected.

11.2 In the context of this indemnification obligation, the Supplier must, in particular, reimburse to us any expenses that are incurred under or in connection with warning, exchange, or product-recall measures carried out by us. We will, to the extent possible and reasonable, notify the Supplier of the content and scope of measures to be implemented and give it the opportunity to respond. The Supplier must support us to the best of its ability in the measures to be implemented

and take all reasonable measures ordered by us.

11.3 The Supplier shall undertake to maintain public and extended product liability insurance with a limit of indemnity of at least EUR 5,000,000 (EUR five million), or its equivalent in local currency, in total per occurrence for personal injury, property damage, product-related damages and financial loss; coverage must be extended to include product recall cost with a limit of indemnity of EUR 3,000,000 (EUR three million) , or its equivalent in local currency, however, Supplier's liability shall not be limited to the amount covered by insurance. Supplier will provide Purchaser with a Certificate of Currency of this insurance, specifically mentioning the required cover sections, on annual basis and at the request of purchaser. The Supplier shall refrain from any and all actions and omissions that could jeopardise the insurance protection.

12 Quality, Environment and Documentation

12.1 When making deliveries, the Supplier must comply with the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.

12.2 The Supplier shall maintain or develop management systems for Quality, Health and Safety and Environment aspects according to our expectations and based on IATF16949, ISO14001 and ISO45001 in the version as applicable from time to time, or other equivalent local standards acceptable to the purchasing MANN+HUMMEL company. Certificates from an accredited office or second-party certification and equal QM systems may be approved after prior review on our part. The Supplier shall add a copy of the current certificate to the Supplier Portal, and shall update said certificate after expiry of the validity date without being specifically requested to do so. The Supplier must promptly notify us if the certificate is revoked.

12.3 Prototyping will be performed in accordance with "Quality Assurance of Supplies" (VDA Document, Volume 2) and/or according to PPAP, in their most current versions. In addition to prototyping as well as for relevant modifications of serial parts.

12.4 Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.

12.5 The Supplier shall comply with any applicable environmental protection laws and standards and ensure that all statutory and branch-specific declaration requirements and prohibitions of use are complied with. In particular legal requirements of the country of manufacture, place of delivery and if communicated place of use shall be taken into account. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.

12.6 The supplier guarantees to comply with all applicable legal provisions of the M+H sales markets and the sales markets of M+H customers and to support M+H in compliance with such provisions. The supplier will provide all necessary data in time.

12.7 MANN+HUMMEL will ask relevant suppliers regularly for confirmation of compliance with the above mentioned standard MHN 780 000. The supplier shall promptly respond to these requestes within 4 weeks.

12.8 The Supplier shall put the same obligations on his subcontractors in accordance with the above provisions.

13 Intellectual Property Rights (IPR)

13.1 The Supplier confirms that the intellectual property rights ("IPR") of MANN+HUMMEL are important and respected, and that Supplier has implemented and maintains methods and processes to avoid that its products, whether sold to MANN+HUMMEL or other customer's of Supplier, infringe the IPR of MANN+HUMMEL.

13.2 The Supplier further warrants that products sold to MANN+HUMMEL will not infringe any registered IPR (e.g. patents, trademarks, designs or utility models) or unregistered IPR (e.g. copyrights) or any other third party rights by selling and providing the supplied products to MANN+HUMMEL as contractually agreed and that he has also implemented and maintains respective appropriate methods and processes accordingly.

13.3 If the Supplier, for whatever reason, prepared or had prepared a legal opinion on the risk of patent infringement, the Supplier will provide the written legal opinion on the risk of patent infringement concerning the product to be supplied to MANN+HUMMEL. MANN+HUMMEL may request the Supplier to prepare or have an external patent attorney to prepare such legal opinion. Such a legal opinion will either be prepared by an external patent attorney, having to apply the respective professional due diligence to meet industry standards or - if the legal opinion is prepared inhouse - by someone with the same or comparable professional qualification as an external patent attorney. These legal opinions must include a diligent check for potential patent infringements of the products to be supplied in the country of the Supplier as well as in other countries, as requested case by case by MANN+HUMMEL. In case of doubt the scope is worldwide. MANN+HUMMEL reserves the right to countercheck these legal opinions by members of its own IP department and to request amendments or changes in the Suppliers process, if deemed necessary to make sure that the quality of the legal opinions meets industry and MANN+HUMMEL standards.

13.4 The Supplier shall fully indemnify MANN+HUMMEL against any and all third-party claims resulting from the use or infringement of such IPR and reimburse MANN+HUMMEL for all necessary expenses in connection with the claim. The indemnification obligation does not apply, if the Supplier proves, that the Supplier is not responsible for the infringement of the third-party rights.

13.5 The Parties shall promptly notify each other of any infringement or alleged infringement they become aware of and to give each other the opportunity to counter any such claims.

13.6 If the IPR of a third party is impaired by the delivered products or their use, the Supplier shall undertake all reasonable efforts to procure an unrestricted right of use for MANN+HUMMEL. In the alternative, the Supplier shall undertake to secure an acceptable non-infringing substitute for the infringing product to satisfy the existing Order.

14 Acquisition of Ownership and Retention of Title

Ownership of the products passes to us immediately upon delivery, directly and free from encumbrances. In no event do we accept or acknowledge any retention of title – whether extended or prolonged - by the Supplier. The Supplier warrants that it is authorized to resell and transfer ownership.

15 Cancellation and Adjustments of Orders

In cases in which the customer of MANN+HUMMEL for whom the products to be supplied by the Supplier are intended, cancels or terminates its order without this being caused by MANN+HUMMEL's own culpable conduct alone, as well as in cases in which the customer changes its order, MANN+HUMMEL shall be entitled, without prejudice to further statutory rights of cancellation or termination, to demand the cancellation or adjustment of the Order to take account of these circumstances. MANN+HUMMEL shall in this case remunerate the Supplier for products already delivered on a pro-rata basis and compensate the actual production costs incurred by the Supplier until receipt of the adjustment/cancellation for products no longer to be delivered by the Supplier, however in no event more than the agreed purchase price.

16 **Confidentiality**

16.1 The Supplier shall treat any information, formulas, drawings, models, tools, technical records, procedural methods, software and other technical and commercial knowhow made available by us or acquired through us, as well as any related work results (hereinafter "Confidential Information") strictly confidential towards third parties. The Supplier may only use the Confidential Information in its own business for purposes of performing deliveries to us and may only make it available to such persons who need to have access to it in connection with our business relation and are bound by a respective confidentiality obligation. This provision shall apply beyond the duration of our business relation if and to the extent the Supplier is unable to prove that the Confidential Information was known to him or was in the public domain already at the time it was acquired or was later made public without the Supplier's fault.

16.2 We retain title to any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the Supplier in the course of the business relation, they shall be returned to us or destroyed at the Supplier's cost upon our request at any time, but no later than upon termination of the business relationship (including any copies, extracts and replicas). The Supplier does not have any right of retention in relation to Confidential Information.

16.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copy-rights of the Supplier and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.

17 **Code of Conduct for Suppliers**

The Supplier shall observe the MANN+HUMMEL Supplier Code of Conduct when performing their deliveries and services. The Supplier undertakes to safeguard human rights, comply with labor standards, applicable data protection regulations and not to tolerate discrimination or forced/child labor. The Supplier confirms that it does not tolerate any form of corruption or bribery. The Supplier will also require its subcontracted Suppliers to comply with the MANN+HUMMEL Supplier Code of Conduct. The MANN+HUMMEL Supplier Code of Conduct can be accessed at www.mann-hummel.com/SCoC. .If the Supplier culpably infringes these obligations then, without prejudice to other claims, we shall be entitled to terminate the contract.

18 **Data Protection**

18.1 The contracting Parties may provide each other with personal data in the course of the performance during the contractual relationship. The processing and transfer of which will be done in accordance with applicable data protection law. Each contractual party is a data controller in respect of personal data processing.

18.2 The Supplier is obliged to comply with data protection regulations in its deliveries and services. In particular it will oblige its employees to maintain data confidentiality according to applicable data protection law, if these employees have access to personal data.

18.3 If personal data are collected, processed or used by the Supplier on behalf of MANN+HUMMEL or if personal data are accessible in the context of the performance of the contractual relationship an additional data protection contract has to be concluded if needed by applicable data protection law.

18.4 Further information by MANN+HUMMEL regarding personal data processing of Suppliers are accessible under: www.mann-hummel.com/dataprocessing.

19 **Information Security**

19.1 The Supplier must implement and maintain an appropriate Information Security Management System (ISMS) in accordance with recognized standards such as ISO 27001 / TISAX / VDA ISA, SOC 2, SOC 3, or comparable local frameworks acceptable to the purchasing MANN+HUMMEL company. The Supplier is obligated to ensure that all information security requirements are passed on to sub-suppliers and that compliance is ensured throughout the supply chain. Furthermore, the Supplier shall provide regular information security training to its employees and implement adequate technical, physical and organizational security measures, including but not limited to safety zones, access control, alarm systems, video surveillance, fire prevention, secure disposal methods, the appointment of a responsible contact person for information security, onboarding and offboarding procedures, structured processes for the assignment and review of access rights and cybersecurity.

19.2 The Supplier shall maintain a documented process for the detection, handling, and reporting of information security incidents and shall notify MANN+HUMMEL without undue delay in the event of any actual or suspected incident that may affect MANN+HUMMEL data, systems, or operations. In addition, the Supplier shall implement cybersecurity, fundamental technical security controls, including user authentication, access control, network and email security, secure handling of portable media, protection against malicious software, and secure data disposal. MANN+HUMMEL reserves the right to conduct cyber security scorings, self- assessments, on-site inspections at the Supplier's premises and, if necessary, at the premises of sub-suppliers, to verify compliance with these requirements. The conditions for such inspections, including frequency and cost implications, shall be agreed upon separately. Upon request, the Supplier shall provide appropriate documentation or certification to demonstrate compliance with the aforementioned obligations.

20 **General Provisions**

20.1 If any of the provisions contained in these Terms and Conditions and other agreements are or become invalid, it shall not affect the validity of the remaining contract. The Parties shall replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.

20.2 The Supplier may not assign an order or its rights and obligations arising from an order or a contract without the prior written consent of MANN+HUMMEL.

20.3 Insofar as these Terms and Conditions of Purchase provide for declarations to be made in writing, the use of an electronic signature shall be sufficient. The contract or subsequent amendments to the contract as well as other declarations of intent must be in writing to be effective. The written form shall be complied with by electronic form (at least simple electronic signature of providers such as Docusign), unless the law or the contract stipulate a stricter form requirement. The formal requirement is also met by signing a scanned PDF version and sending it by e-mail or by sending a PDF document with a facsimile. A waiver of this formal requirement requires the same form. Verbal agreements are not permitted and shall not be made.DIn the event of any discrepancy between the English original version of these Terms and Conditions of Purchasing and any foreign language translation, the English version prevails.

20.4 The place of performance for all deliveries shall be the place indicated in the Order.

20.5 Unless otherwise agreed, the local laws of the purchasing MANN+HUMMEL company should be the governing law. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.

20.6 The exclusive place of jurisdiction for all disputes relating to the business dealings between the Supplier and MANN+HUMMEL shall be the place of the registered office of the purchasing MANN+HUMMEL Company. However, we have the right to file claims against the Supplier also at the place of his registered office.

Terms and Conditions of Purchasing of the MANN+HUMMEL Group for Production Material – Region EMEA and APAC – Annex Industry division

Notwithstanding the provisions of the Terms and Conditions of Purchasing of the MANN+HUMMEL Group for Production Material -Region Europe and Asia Pacific the following deviations Terms apply for industry divison:

2. Ordering and Order Confirmation
2.1 Sec. 2.1 is being replaced by the following wording:

Suppliers are required to have electronic data interchange (EDI) - or alternatively WebEDI - in order to establish a business relationship with MANN+HUMMEL. If the supplier is unable to use EDI/WebEDI or does not sign the EDI/WebEDI contract within two (2) months, the business relationship with MANN+HUMMEL shall continue to exist.

9. Defects
9.1 Sec. 9.1 is being replaced by the following wording:

Warranty claims for parts shall expire within twenty-four (24) months of delivery.

11. Product Liability
11.2 Sec. 11.2 is being replaced by the following wording:

The Supplier undertakes to maintain a business and product liability insurance with a total sum insured of at least EUR 3,000,000 (three million euros) per personal injury, property damage, product damage or financial loss; the cover is to be extended to product recall costs with a sum insured of EUR 1,000,000 (one million euros). At the Buyer's request, the Supplier shall provide the Buyer with an annual certificate of this insurance, in which the required coverage amounts are specifically stated.

12. Quality, Environment and Documentation
12.1 Sec. 12.1 is not applicable
12.2 Sec. 12.2 is being replaced by the following wording:

The supplier shall maintain quality, environmental and occupational health and safety management systems in accordance with the current version of ISO9001, ISO14001 and ISO45001 issued by an accredited certification institute. These requirements may differ depending on the business areas and are defined in the MANN+HUMMEL regulations. As an alternative to certification, the supplier can have an external sustainability audit carried out, e.g. according to RBA, and submit it to MANN+HUMMEL for evaluation in order to assess the HSE-relevant risks of this company. The supplier shall submit a copy of the current certificate to the responsible purchaser and update it after the expiry date without being asked by sending it to the responsible purchaser. The supplier must notify us immediately if the certificate is revoked.

12.3 Sec. 12.3 is being replaced by the following wording:

Prototype development is carried out in accordance with ISO9001 and/or the initial sample inspection report (ISIR). In addition to the test construction and for significant modification of series parts, the supplier can alternatively enter all material data in the material database IMDS /internal Material Data System: http://www.mdsytem.com). The approved and accepted IMDS entry of all relevant material data is part of the prerequisite for release.

12.4 Sec. 12.4 is not applicable
12.5 Sec. 12.5 is not applicable

16. Confidentiality
16.1 Sec. 16.1 is being replaced by the following wording:

The Supplier shall keep all information, formulas, drawings, models, tools, technical documents, procedures, software and other technical and commercial know-how which we provide or which it acquires through us, as well as all related work results (hereinafter: “Confidential Information”) strictly confidential from third parties. The Supplier may only use the Confidential Information in its own business for the purpose of making deliveries to us and may only make it available to those persons who need to access it in connection with our business relationship and who are subject to a corresponding confidentiality obligation. If the information provided has an SF marking, this information may not be exchanged across national borders. This provision shall apply beyond our business relationship if and insofar as the supplier cannot prove that it already knew the confidential information beforehand or that it was already in the public domain or that it was then published through no fault of its own.

16.2 Sec. 16.2 is being replaced by the following wording:

All information, documents, formulas, drawings, models, tools, technical documents, procedures, software and other technical and commercial know-how, etc., which we make available to the supplier in the course of our business relationship or which the supplier has created for us, whether for a fee or free of charge, shall remain our property. They must be returned to us immediately on request or destroyed at the supplier's expense at any time, but at the latest after the end of our business relationship (this also applies to all copies, extracts and reproductions). The supplier has no right of retention with regard to confidential information.

19. Information Security
19.1 Sec. 19.1 is being replaced by the following wording:

The Supplier must implement and maintain an appropriate Information Security Management System (ISMS) in accordance with recognized standards such as ISO 27001, SOC 2, SOC 3, or comparable frameworks. The Supplier is obligated to ensure that all information security requirements are passed on to sub-suppliers and that compliance is ensured throughout the supply chain. Furthermore, the Supplier shall provide regular information security training to its employees and implement adequate technical, physical and organizational security measures, including but not limited to safety zones, access control, alarm systems, video surveillance, fire prevention, secure disposal methods, the appointment of a responsible contact person for information security, onboarding and offboarding procedures, structured processes for the assignment and review of access rights and cybersecurity.

Apart from the deviations of this Annex, the provisions of the Terms & Conditions of Purchasing of the MANN+HUMMEL Group for Production Material – Region EMEA and APAC remain unaffected.

These Terms and Conditions of Purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect.
Please confirm these conditions for us by returning the signed document to us.
Please contact your responsible purchaser at MANN+HUMMEL if you have any queries.
Supplier hereby acknowledges to have received and accepted our current Terms and Conditions of Purchasing for Production Material.

_____
Place, date

_____
Signature Supplier and Company stamp

_____
Company name