

NBHX General Terms and Conditions of Purchase

Version 14.11.2024

1.1 These Terms and Conditions of Purchase apply to all current and future purchasing and procurement transactions of HIB Trim Part Solutions GmbH, NBHX Trim Management Services GmbH, NBHX Rolem SRL, NBHX Automotive System GmbH (hereinafter referred to as "NBHX") regardless of their legal nature. They are applicable to sales contracts, contracts for work, service and consulting contracts, contracts for work and materials as well as for mixed-type contracts.

1.2 Deviating, conflicting or supplementary terms and conditions of business of NBHX's Business Partners shall only become part of the contract if they are consistent with these Terms and Conditions of Purchase or if NBHX expressly recognizes the terms and conditions of the Business Partner in writing. These Terms and Conditions of Purchase also apply if NBHX accepts or pays for the Business Partner's delivery without reservation in the knowledge that the Business Partner's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.

1.3 Verbal or telephone ancillary agreements are only effective after written confirmation by NBHX. All amendments to these Terms and Conditions of Purchase must be made in writing; this also applies to the amendment of this written form clause.

2. Conclusion of Contract

2.1 Offers made by the Business Partner are free of charge and binding, unless otherwise agreed. Any deviations of the offer from the requirements of the inquiry or the order must be expressly pointed out in writing.

2.2 Orders and other agreements or declarations made in connection with the conclusion of a contract, such as amendments and supplements, must be confirmed in writing by NBHX in order to be valid. Orders, delivery schedules or delivery call-offs via SAP, remote data transmission (RDT) or EDI are also valid without a signature.

2.3 The Business Partner must send NBHX an order confirmation - stating the order number, price, quantity and delivery date - within 10 working days of receipt by NBHX, calculated from the order date. If the Business Partner does not accept the order within the specified period, his consent is deemed to have been given, but NBHX is entitled to revoke the order at its discretion.

2.4 Delivery schedules shall become binding at the latest if the Business Partner does not object within 2 working days of receipt. However, quantities stated in delivery call-offs are non-binding target figures, unless the delivery call-off expressly contains deviating information. New delivery call-offs replace previous delivery call-offs.

3. Changes

3.1 NBHX may, within reasonable limits, request changes or additions to the delivery item or service in terms of definition, design and/or execution. The Business Partner is obliged to propose changes to NBHX that it considers necessary or expedient with regard to the successful fulfillment of the contract. Effects, in particular additional and reduced costs and deadline risks, must be indicated in writing by the Business Partner on the basis of the calculation and settled by mutual agreement with NBHX. If no agreement is reached within a reasonable period of time, NBHX shall decide at its reasonable discretion. The Business Partner must then implement the agreed changes within a reasonable period of time.

3.2 Changes to the delivery item, price increases including ancillary procurement costs (transportation, insurance, surcharges, customs duties, taxes, etc.) and other changes are only permitted with the express consent of NBHX. In particular, price increases as a result of subsequent increases in list prices, raw material prices, energy costs or similar are excluded without the express confirmation of NBHX.

3.3 If the delivery item is production equipment, material or components (regardless of the production status) for series delivery, the Business Partner shall ensure that it can supply NBHX for a period of 15 years after the end of series production (EOP) on reasonable terms. The Business Partner and NBHX shall coordinate 14 years after EOP of series production in order to determine suitable measures for final stockpiling or further supply after expiry of the 15 years if necessary.

3.4 Insofar as the scope of delivery includes non-standardized software, the Business Partner agrees for a period of 5 years from delivery of the delivery item to make changes/improvements to the software in accordance with NBHX specifications against reasonable reimbursement of

costs. If software originates from upstream suppliers, the Business Partner shall obligate them accordingly.

4. Prices, Invoice, Payment

4.1 The Business Partner shall receive the agreed total remuneration for the agreed services or performance results. Unless otherwise agreed, this shall cover all expenses incurred by the Business Partner, e.g. costs for materials, use of facilities, travel expenses, transportation, insurance, packaging. The invoice for the total remuneration shall be issued after acceptance (contract for work) or delivery or provision of the complete service.

4.2 If a payment plan has been agreed, payments shall be made after receipt of a corresponding partial invoice in accordance with the dates and partial amounts agreed in the payment plan. Before acceptance (contract for work) of the overall service by NBHX or the end customer or provision of the complete service, all payments shall be made as a-conto payments without recognition of the previous service as fulfillment service. Furthermore, payments do not constitute recognition of the freedom from defects, timeliness or completeness of a service. The invoice for the final installment shall only be issued after acceptance (contract for work) of the overall service or complete provision of the service.

4.3 If it is not possible to agree on total remuneration, in exceptional cases remuneration may be based on actual work performed. The prerequisite for this is that the parties:

- a) have reached an hourly rate agreement in the individual contract,
- b) weekly time sheets to be countersigned by NBHX are prepared by the Business Partner,
- c) these are attached to the invoice.

The agreed hourly rates shall include all necessary expenses, in particular travel costs, expenses and overtime surcharges.

4.4 Invoices must contain the information required by law as well as the order number and a verifiable list of items, otherwise they shall not trigger any payment deadlines.

4.5 Payment shall be made after receipt of a proper invoice within 14 working days with a 3% discount, otherwise within 30 calendar days for public Business Partners and within 55 calendar days net for other Business Partners. Discounts are also permitted in the event of offsetting.

4.6 If payment is made before the transfer of risk, the transfer of ownership of the delivery item is deemed to have been agreed at this time, unless NBHX has requested and received security in the amount of the payment.

4.7 The Business Partner is not entitled to assign its claims to third parties or have them collected by third parties without prior written consent. If the Business Partner assigns its claims against NBHX to a third party contrary to sentence 1 without consent, the assignment is nevertheless effective, but NBHX may choose to make payment to the Business Partner or the third party with discharging effect. If German law is applied to the transaction, the provision of Section 354a HGB remains unaffected by this.

4.8 Payments are deemed to have been made as soon as they have been instructed for payment.

4.9 NBHX is also entitled to set off claims that are due to affiliated companies against the Business Partner. "Affiliated company" within the meaning of the Terms and Conditions of Purchase is a company that is directly or indirectly controlled by NBHX, controls NBHX, is under common control with NBHX, whereby control means that at least 50% of the shares or voting rights are held.

5. Delivery Dates, Delivery Quantities, Delay in Delivery

5.1 Agreed deadlines are binding and essential for a smooth production process. Unilateral changes by the Business Partner are not permitted.

5.2 Deadlines are only met if the ordered delivery is received on time at the place of receipt specified by NBHX. In the case of deliveries with assembly or installation, timeliness is only given if assembly or installation

and acceptance by NBHX have been completed on time. NBHX is not liable for the accidental loss or accidental deterioration of excess deliveries or prematurely delivered goods. In the case of such deliveries, NBHX reserves the right to return the goods to the Business Partner at the Business Partner's risk or to store them at NBHX at the Business Partner's risk and expense.

5.3 In the case of call-off orders, NBHX shall determine call-off dates for partial deliveries. Partial deliveries that have not been confirmed or called off by NBHX do not constitute a timely delivery or service until the called-off quantity has been received in full.

5.4 The Business Partner must inform NBHX of any anticipated delays in delivery/performance and the reasons for these immediately upon becoming aware of them. If this is not done, NBHX reserves the right to demand liquidated damages for delay in accordance with Clause 5.6.

5.5 Unless the Business Partner can prove that NBHX is at fault, NBHX reserves the right in the event of a delay in delivery to demand a contractual penalty of 0.5% of the agreed remuneration per commenced week of delay, but no more than 5% of the agreed remuneration. The agreement or assertion of the contractual penalty does not affect statutory claims or further claims of NBHX in accordance with these Terms and Conditions of Purchase due to delay.

5.6 Furthermore, NBHX reserves the right, should the Business Partner be unable to prove fault on the part of NBHX, to assert a lump-sum claim for damages caused by delay as follows: 0.5% of the agreed remuneration per week of delay or part thereof, but no more than a total of 5% of the agreed remuneration. Irrespective of this, NBHX reserves the right to order a faster form of transportation and to demand reimbursement of all costs incurred as a result from the Business Partner. Further statutory and contractual claims remain reserved.

5.7 In the event of default, NBHX is entitled, after setting a reasonable grace period and its expiry, to demand compensation instead of performance and/or to withdraw from the contract. NBHX may assert these rights without notice if the Business Partner finally and seriously refuses performance or if there are special circumstances that justify the immediate assertion of these rights after weighing up the interests of both parties.

6. Terms of Delivery

6.1 Delivery shall be made to the place of receipt specified in the order. Unless otherwise agreed, the terms of delivery for deliveries within Germany shall be DDP (Incoterms as amended), within the EU DAP.

6.2 If DDP or DAP is delivered or if NBHX assumes the transportation costs, NBHX has the right to switch to FCA delivery (Incoterms in the current version) at any time. The transportation costs shall then be deducted from the delivery price accordingly.

6.3 Delivery dates shall apply irrespective of whether DDP, DAP or FCA is delivered. In the case of FCA, the usual loading and shipping times must be taken into account and the goods must be made available in good time.

6.4 The Business Partner must ensure transportation insurance for the deliveries.

6.5 If NBHX bears the transportation costs, the Business Partner must choose the cheapest suitable shipping method, unless NBHX expressly specifies the shipping method. In the case of delivery FCA, NBHX and its forwarding agent must be informed in good time of the date, dimensions, pick-up location and weight of the shipment.

6.6 If the Business Partner does not have to register via the NBHX time slot booking portal, it must provide notification of the delivery for each delivery of production material, tools, molds, systems and machines no later than 3 working days before delivery with local time to the respective unloading point with part number, designation, quantity and time, regardless of whether the delivery is made by the Business Partner itself or its vicarious agents. The usual opening hours of the NBHX incoming goods department must be taken into account. Failure to notify or observe the opening hours may cause delays in unloading; any additional costs incurred as a result shall be borne by the Business Partner.

7. Packaging, Delivery Documents, Proof of Origin

7.1 The goods to be delivered must be packaged in a customary and appropriate manner or, on request, provided with other special packaging in accordance with NBHX's instructions. The Business Partner shall be liable for damage resulting from inadequate packaging.

7.2 Packaging costs shall be borne by the Business Partner, unless otherwise expressly agreed in writing.

7.3 Transport packaging (disposable and reusable) must be taken back by the Business Partner free of charge at the request of NBHX, even if NBHX itself has requested that the delivery be handed over in transport packaging. If the disposable transport packaging is not taken back in the course of delivery or collected within one week, NBHX is entitled to return or dispose of the transport packaging at the Business Partner's expense. Reusable transport packaging must be taken back at the latest with the next subsequent delivery.

7.4 Each delivery must be accompanied by a delivery bill in duplicate. Delivery bills must contain the NBHX shipping address, the order number, the order date, the supplier number, the delivery date and the contact person for the order, as well as the quantity delivered and the material number of each individual item. Partial quantities or subsequent deliveries must be marked as such. The loading units for production material must be labeled with a VDA delivery bill and VDA goods tag.

7.5 If the goods manufactured by the Business Partner for NBHX are intended for export, the Business Partner is obliged to submit a written declaration on the customs origin of the delivery items using a form provided by NBHX. This declaration must be sent to NBHX with the first delivery at the latest.

7.6 The origin of newly included delivery items or a change of origin must be reported to NBHX immediately and without being requested to do so. The Business Partner shall be liable for all disadvantages incurred by NBHX as a result of incorrect or late submission of the supplier's declaration. If necessary, the Business Partner must provide evidence of its information on the origin of the goods by means of an information sheet confirmed by its customs office.

8. Quality Assurance, Testing

8.1 The Business Partner shall comply with the recognized rules of technology, the safety regulations, the agreed tests and the agreed technical data for its deliveries. He guarantees the availability of the information required to fulfill official requirements at home and abroad. He is obliged to observe the NBHX quality assurance requirements for suppliers and service providers in the currently valid version. To this end, he must be certified in accordance with DIN ISO 9001 to 9004, IATF 16949 or another standard expressly agreed in writing with NBHX.

8.2 Supplier quality is recorded, among other things, as part of a regular supplier evaluation. The evaluation is based on the requirements from the general terms and conditions, quality requirements, logistics requirements, service requirements and technical specifications. The Business Partner must take all measures to fulfill the technical and procedural service and quality criteria specified by NBHX, regardless of whether it uses the help of third parties for service fulfillment or quality assurance. This applies in particular to quality or service deficiencies that are identified as part of the supplier evaluation, target value discussions or audits and communicated to the Business Partner. The costs for this shall be borne by the Business Partner.

8.3 In order to ensure the quality and delivery time of supplier products, NBHX has the right of access and the right to audit by the authorized representatives of NBHX, its customers and the regulating bodies to all facilities and associated records related to the order during normal business hours, unless there are urgent operational reasons of the Business Partner to the contrary.

8.4 Insofar as authorities responsible for motor vehicle safety, emission regulations, etc. demand access to NBHX's production process and test documents in order to verify certain requirements, the Business Partner agrees to grant these authorities the same rights as NBHX in its plants and to provide all reasonable support.

8.5 For all products delivered to NBHX, the Business Partner must record in writing when, how and by whom the defect-free manufacture of the delivery was ensured. These records must be kept for at least 15 years and presented to NBHX on request. Subcontractors must be obligated

accordingly.

8.6 The Business Partner shall bear the costs for material tests that the Business Partner must carry out or provide evidence of. If the Business Partner fails to carry out the corresponding tests and/or is unable to provide evidence of them, NBHX shall decide, taking into account the legitimate interests of the Business Partner, whether the test should be carried out by the Business Partner or whether NBHX should carry out the test itself or have it carried out by a third party at the expense of the Business Partner. If an inspection can no longer be made up for, the costs for replacement inspections shall be borne by the Business Partner.

8.7 For the initial sample inspection, reference is made to VDA Volume 2: "Quality Assurance of Deliveries", the principles of which become the subject of the business relationship. Alternatively, the current version of the "AIAG Production Part Approval Procedure PPAP" may also be used by agreement. At the request of NBHX, the Business Partner is obliged to provide a sample, an initial sample test report, a sample and/or data sheets. Irrespective of this, the Business Partner must constantly check the quality of the delivery items or services. The Business Partners shall inform each other of the possibilities for quality improvement. If NBHX requests an initial or reference sample, the Business Partner may only begin production of the delivery item after receiving written approval from NBHX.

8.8 For materials and objects which, due to their nature, condition or properties, may pose a risk to the life and health of persons, to the environment and to property and which are therefore subject to special treatment with regard to packaging, transport, storage, handling, waste disposal, etc. due to certain regulations, the Business Partner shall provide NBHX with a fully completed safety data sheet in accordance with the applicable Hazardous Substances Ordinance and a current accident leaflet or equivalent declarations. The Business Partner shall also inform NBHX of any changes to safety data/requirements without being requested to do so.

8.9 If the type and scope of the tests and the test equipment and methods have not been firmly agreed between the Business Partner and NBHX, NBHX is prepared, at the request of the Business Partner, to discuss the tests with the Business Partner within the scope of its knowledge, experience and possibilities in order to determine the required state of the art in testing technology.

9. Acceptance

9.1 Unless otherwise expressly agreed, technical equipment shall only be deemed to have been accepted after a joint determination of its functionality and performance.

9.2 If the scope of the order includes the installation or assembly of the delivery item, formal acceptance is required. This can only take place after the successful completion of the test phase in accordance with the agreed conditions. If no such conditions have been agreed, the delivery item is deemed to have been accepted with the declaration of readiness for operation, acceptance protocol or similar to be signed by NBHX.

10. Labeling

10.1 The Business Partner shall mark the delivery items in the agreed manner.

10.2 The Business Partner may only deliver delivery items bearing a trademark protected for NBHX or corresponding equipment or packaged in original NBHX packaging to NBHX or a third party designated by NBHX. This applies accordingly to trademarks, equipment and packaging of NBHX customers.

10.3 In the case of technical documents or motor vehicle parts to be specially marked by separate agreement (D or A parts, other parts requiring documentation), the Business Partner must also keep special records of when, how and by whom the delivery items were tested with regard to the characteristics requiring documentation and what results the required quality tests produced. The test documents must be kept for 15 years and presented to NBHX if required. The Business Partner must obligate upstream suppliers to the same extent as permitted by law. Reference is made to VDA Volume 1 "Documentation and Archiving" for guidance.

11 Defects, Warranty, Liability

11.1 If the delivery item is defective, NBHX's claims are based on the statutory provisions, unless otherwise stated in the following provisions.

11.2 All delivery items must comply with the specifications, drawings and other information stated in the order and other contractual documents as well as the statutory provisions applicable at the time of delivery, the rules of safety technology, the relevant regulations and guidelines of the employers' liability insurance associations, trade supervisory authorities and TÜV as well as the latest version of the guidelines of the VDI, its sub-groups and the national and international standards (e.g. DIN, CEN or ISO standards) in the respective valid version as well as the latest state of the art and the regulations of the Product Safety Act, irrespective of the scope of application in the individual case.

11.3 An incoming goods inspection shall only be carried out by NBHX with regard to externally recognizable damage and externally recognizable deviations in identity and quantity; such defects shall be reported immediately. NBHX reserves the right to carry out a more extensive incoming goods inspection. Other defects in the delivery or service shall be notified as soon as they are discovered in the ordinary course of business. In this respect, the Business Partner waives the objection of delayed notification of defects. Insofar as goods are delivered in breach of the obligation to inspect outgoing goods, the Business Partner may not raise the objection of delayed notification of defects. If defects are identified, NBHX is entitled to return the entire delivery.

11.4 In principle, NBHX has the right to choose the type of subsequent performance in the event of defective delivery or service and to withhold payment in proportion to the value until proper fulfillment. The Business Partner has the right to refuse the chosen type of subsequent performance if this is only possible at disproportionately high cost.

11.5 At NBHX's discretion, the Business Partner must remedy the defect or deliver a defect-free item immediately, but at the latest within a reasonable period set by NBHX. It is not necessary to set a deadline if it is unreasonable for NBHX to wait for the deadline to expire, in particular, for example, if operational safety is at risk, if there is a risk of unusually high damages, if the Business Partner finally and seriously refuses to provide subsequent performance or if immediate measures are required to maintain the ability to deliver to NBHX customers. The Business Partner shall bear the necessary expenses for subsequent performance.

11.6 If it is not necessary to set a deadline in accordance with Clause 11.5, if the Business Partner is in default with the subsequent performance or if the subsequent performance has failed, NBHX may remedy the defect itself or have it remedied by third parties at the expense of the Business Partner. NBHX may also, at its discretion, withdraw from the contract in whole or in part, reduce the agreed price and demand compensation for damages, including compensation for accompanying damage, consequential damage and other costs incurred in connection with the rectification of defects, in particular transport, removal and installation costs, administrative costs, sorting costs, etc.

11.7 The Business Partner shall also reimburse costs incurred in the run-up to or in connection with defect liability events of its deliveries or services for early damage prevention, defense or mitigation, e.g. expenses for an incoming goods inspection at NBHX or NBHX Customers that exceeds the usual scope, 100% inspections at NBHX or NBHX Customers, necessary participation in "defect rectification programs" at NBHX Customers, recall campaigns or legal action.

11.8 If the same goods are repeatedly delivered incorrectly, NBHX is also entitled to withdraw from the unfulfilled scope of delivery following a written warning if the delivery is again incorrect.

11.9 In the event of a culpable breach of duty that goes beyond the delivery of defective goods (e.g. in the case of a duty to provide information, advice or inspection), NBHX may demand compensation for the resulting damage, including consequential damage caused by a defect and the compensation paid by NBHX to NBHX Customers in accordance with the law.

11.10 The Business Partner shall be provided with the parts for which material defect claims are made upon request and at his expense, provided that the NBHX customer has also made these available to NBHX. If the Business Partner does not request such parts immediately, NBHX is entitled to scrap them.

11.11 Claims for defects by NBHX for the delivery of components and preliminary products thereof expire 24 months after initial vehicle registration or installation of spare parts, but no later than 36 months after delivery to NBHX. In the case of goods intended for the NAFTA area, the limitation period is 48 months from initial vehicle registration, but no

longer than 56 months from delivery to NBHX. The supply of spare parts shall suspend the expiry of the limitation period, but in such cases the limitation period for claims for defects shall not expire until at least 12 months after the defect has been rectified at the end customer's premises.

11.12 The limitation period for services other than the delivery of components and preliminary products is 24 months from the provision of services (acceptance, delivery or provision of services), unless otherwise prescribed by law. A notice of defects by NBHX interrupts the limitation period; the limitation period begins to run again after the notice of defects, but ends no later than 5 years after the service has been provided.

11.13 Claims for defects by NBHX do not arise if the defect is due to a breach of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling and natural wear and tear, as well as in the case of interventions in the delivery item carried out by NBHX or third parties. The burden of proof lies with the Business Partner. Approval or acceptance of specifications, processes, designs, etc. by NBHX does not release the Business Partner from its warranty obligations.

11.14 If the goods are passed on to an NBHX customer, the terms and conditions of the NBHX customer shall take precedence, insofar as these have been brought to the attention of the Business Partner by NBHX. If there are direct contracts between the Business Partner and the NBHX customer, the terms and conditions of the NBHX customer shall apply regardless of whether NBHX provides the goods. In both cases, these NBHX Terms and Conditions shall apply on a subsidiary basis.

11.15 The Business Partner must indemnify NBHX against all claims, including claims arising from consequential or incidental damages as well as claims under product liability law and the Product Liability Act, which third parties assert against NBHX and which are based on the product or the conduct of the Business Partner. The Business Partner must take out sufficient product liability and recall cost insurance at its own expense and provide proof of this upon request.

11.16 Insofar as the warranty or liability of NBHX towards NBHX Customers has been effectively limited, this limitation shall also apply towards the Business Partner.

11.17 NBHX does not accept any limitations of statutory claims for damages - neither with regard to the standard of fault nor with regard to the scope and amount of liability.

12 Drawings, Samples, Documents, Industrial Property Rights

12.1 The drawings, CAD data, descriptions etc. belonging to the order are binding for the Business Partner. The Business Partner must check these for any discrepancies and notify NBHX immediately in writing of any errors discovered or suspected. If this is not done, the Business Partner can no longer refer to these discrepancies/errors at a later date. The Business Partner shall remain solely responsible for drawings, data, plans and calculations created by him, even if these have been approved by NBHX.

12.2 The Business Partner is obliged to notify us in writing of any potential savings or quality improvements through technical or procedural adjustments, specification or performance adjustments immediately after reviewing the documents or becoming aware of the more detailed framework conditions of the order. This shall also apply after the order has been placed and shall not end until the delivery or service obligations have ended.

12.3 Drawings, samples, models, matrices, tools, data, in particular CAD data or other documents provided to the Business Partner remain the property of NBHX, unless expressly agreed otherwise in writing, and may only be used and/or copied for deliveries to third parties with the prior written consent of NBHX. All existing rights, in particular copyrights, shall remain with NBHX. If tools or parts etc. are passed on to third parties with the prior consent of NBHX, the third party must also be informed in writing of NBHX's intellectual property rights.

12.4 All development results, drawings, samples, models, data or documents and also property rights created on behalf of NBHX or provided by NBHX must be returned to NBHX immediately after execution of the order, unless otherwise expressly agreed in writing. This also applies in the event of premature termination of the contractual relationship or partial or complete non-execution of the order, for whatever reason.

12.5 Insofar as existing NBHX property rights are affected by the order, the Business Partner undertakes to use these only within the scope of the specific project and its purpose in his company. He is entitled to a simple, non-transferable and non-exclusive right of use, which is bound to the duration of the respective project.

12.6 NBHX alone is responsible for registering and asserting industrial property rights to paid developments that arise in cooperation between NBHX and the Business Partner. In the case of free developments, the Business Partner has the right to register, but grants NBHX a free right of use to these property rights with regard to the use within the scope of the respective project and its purpose. Any legally prescribed employee invention compensation shall be borne by each Business Partner.

12.7 The Business Partner is liable for ensuring that deliveries and services do not infringe any registered or existing patents, utility models, trademarks, license rights, property rights or other rights. The Business Partner shall indemnify NBHX and NBHX Customers against any third-party claims in this connection. The Business Partner must compensate NBHX or NBHX Customers for any damages or charges incurred.

12.8 The Business Partner undertakes to inform NBHX immediately of any infringements of property rights or risks of infringement of property rights that become known and to give NBHX the opportunity to counteract such claims by mutual agreement with the Business Partner.

12.9 The Business Partner shall notify us of the use of published and unpublished own and licensed property rights and applications for property rights with regard to its delivery items without being requested to do so.

13 Retention of title, securities

13.1 A simple retention of title requested by the Business Partner for its services and products is recognized by NBHX. Retention of title by the Business Partner after processing, combining or mixing with other items is not recognized.

13.2 NBHX is entitled to resell goods to which the Business Partner retains title in the ordinary course of business. Claims from resales are not assigned to the Business Partner.

13.3 The Business Partner shall release securities held by him at the request of NBHX to the extent that their value exceeds the claims to be secured by more than a total of 20%.

14 Tools, Production Equipment, other Operating Resources, Provision of Materials

14.1 All tools provided or made available to the Business Partner or produced on behalf of NBHX, which are paid for in full or in part by NBHX, remain or are the property of NBHX regardless of the state of construction or production. The Business Partner owns these for NBHX. If tools are produced for NBHX, the handover is replaced by the Business Partner taking them into safekeeping free of charge in the sense of a loan. If these items have not been paid for in full, a proportionate co-ownership corresponding to the payment arises for NBHX, but NBHX has a right to full transfer of ownership and the Business Partner grants NBHX a right of first refusal to the items. If the right of first refusal is exercised, any costs paid must be offset against the purchase price. This applies in particular with regard to contractually based termination of the contract, an application for the opening of insolvency proceedings or the opening of insolvency proceedings by the Business Partner.

14.2 Tools in accordance with Section 14.1 above must be marked as NBHX property free of charge, stored separately, managed, treated with care and insured at the Business Partner's expense against unusability, destruction, theft and loss at replacement value. Claims for compensation arising from insurance or existing claims for compensation are assigned to NBHX and NBHX accepts this assignment.

14.3 If the Business Partner is responsible for the interruption of an ordered tool production, unacceptable delays or quality defects during tool production or the filing of an insolvency petition or the opening of

insolvency proceedings against the assets of the Business Partner, NBHX reserves the right to terminate the contract for the production of tools without notice and to demand the return of the tools regardless of the construction or production status. The Business Partner must return the tools. NBHX will make any outstanding final payment, but the Business Partner has no right of disposal or retention with regard to the tools. The Business Partner shall bear any additional costs arising from the termination of tool production.

14.4 If the Business Partner has commissioned third parties to manufacture the tools or if the tools are left with third parties for the purpose of manufacturing the delivery item or parts thereof, the Business Partner undertakes to make agreements with the third party in accordance with this Section 14 so that NBHX can also enforce its rights granted in Section 14 against the third party. Insofar as NBHX has paid the tool costs owed to the Business Partner, the Business Partner assigns to NBHX all claims against the third party relating to the tools.

14.5 Insofar as payments by the Business Partner to third parties regarding tools are still outstanding, NBHX has the right to make payment directly to the third party instead of paying outstanding tool costs to the Business Partner in the event of termination of the order, an application to open or the opening of insolvency proceedings by the Business Partner. In this case, the Business Partner assigns to NBHX all of its claims against the third party relating to the tools.

14.6 The Business Partner shall bear the costs of maintenance, repairs and replacement of the tools in its possession. Replacement tools are the property of NBHX in accordance with NBHX's ownership share in the original tool and are covered by the original contract. Maintenance and inspection work as well as all servicing and repair work, including any necessary replacement purchases, shall be at the expense of the Business Partner.

14.7 Tools may not be used for anything other than the agreed purposes. They may only be used for the production of parts to be supplied to NBHX or parts to be supplied directly to NBHX customers under contracts with NBHX. Any transfer to third parties, including subcontractors of the Business Partner, requires the prior consent of NBHX.

14.8 NBHX may demand the return of its tools owned by it at any time; the Business Partner is not entitled to any rights of retention. However, tools must be returned to NBHX after the end of the order at the latest, unless expressly agreed otherwise in writing, e.g. for replacement deliveries. Tools, molds, etc. that have not been paid for in full must be offered to NBHX against payment of the balance. Scrapping or other utilization is only permitted with the prior written consent of NBHX.

14.9 Modifications, conversions, processing or similar of tools provided are only permitted with the consent of NBHX. The Parties agree that NBHX becomes the owner of the new or modified item in all cases at the time of modification, processing or mixing of items owned by NBHX with other items.

14.10 The provisions of this Section 14 shall apply accordingly to all machines, systems, molds, gauges, measuring and testing equipment, production equipment, containers, special packaging, substances, materials, parts and other equipment and/or supplies.

15 Subcontracting, Subcontractors

15.1 The Business Partner may only place subcontracts with the prior written consent of NBHX. Consent will be granted unless there are objective reasons to the contrary. Subcontracting without consent entitles NBHX to compensation and/or to withdraw from the contract in whole or in part.

15.2 The Business Partner shall be responsible for any agents, subcontractors, vicarious agents and assistants employed. He bears the selection risk and retains the quality, supply and cost risk.

16 Execution of Work on NBHX Premises/Third Party Premises

Persons employed by the Business Partner who carry out work on NBHX premises or on third-party premises designated by NBHX must observe the provisions of the relevant company regulations. NBHX's liability for accidents that occur to these persons on such premises is excluded, unless these accidents were caused by intentional or grossly negligent breach of duty by NBHX, its legal representatives, vicarious agents or assistants.

17 Retention, Delivery stop

17.1 The Business Partner may only assert rights of retention insofar as these are based on legally established claims.

17.2 Agreed deliveries may not be refused, withheld or delayed due to disputed claims that have not been legally established.

18 Secrecy

18.1 The Business Partner is obliged to treat the orders and the related technical and commercial details as business secrets, unless otherwise agreed in writing. This shall also apply after termination of the business relationship.

18.2 Drawings, models, templates, samples and similar items may not be made available or otherwise made accessible to third parties without the prior consent of NBHX. The reproduction of such objects is only permitted within the scope of business-related requirements and copyright provisions.

18.3 The Business Partner undertakes to impose the corresponding obligations specified in this section on subcontractors, vicarious agents or other third parties engaged by it and to ensure compliance with them. Proof of this must be provided on request.

18.4 The Business Partner is only permitted to refer to the existing business relationship with NBHX in advertising and PR material etc. with the express prior written consent of NBHX.

18.5 The detailed requirements for confidentiality can be found in the non-disclosure agreement. A current version of the non-disclosure agreement can be viewed at: <https://nbhx-trim.com/de/lieferanten/>. The provisions of this non-disclosure agreement are a mandatory component of all transactions involving competitively relevant or confidential company, process or product information.

19 Social Responsibility

19.1 In its business activities, the Business Partner shall take into account its social responsibility towards its own employees and towards society. This also applies to its suppliers and business partners. Efforts shall be made to observe the guidelines of the UN Global Compact Initiative (Davos, 01/00) and the principles and rights adopted by the International Labor Organization (ILO) in the "Declaration on fundamental principles and rights at work" (Geneva, 06/98). Compliance with minimum wage laws is mandatory.

19.2 The Business Partner shall implement overriding requirements for environmental compatibility on a component-specific and/or performance-specific basis. The main criteria for this are the handling of energy, resources, recycling, materials and ingredients, immissions and emissions.

19.3 When providing the service, the Business Partner shall observe all relevant environmental protection, hazardous materials, dangerous goods and accident prevention regulations and lists of prohibited substances specified by the legislator or customer, as well as the generally recognized safety and occupational health regulations and NBHX factory standards. The Business Partner must inform NBHX about the necessary official permits and reporting obligations for the import and use of the delivery items or the provision of the service.

19.4 Compliance with the Code of Conduct of the NBHX Trim Group, the current version of which can be viewed at: <https://nbhx-trim.com/de/lieferanten/>, is an integral part of any business relationship with NBHX.

20 Force Majeure, Longer-term Delivery Delays

20.1 Labor disputes, unrest, official measures and other unforeseeable and unavoidable events release the Business Partner and NBHX from their performance obligations for the duration of the disruption and to the extent of its effect. The affected party must immediately inform the other party comprehensively and do everything within reason to limit the effects of such events. This shall also apply if these events occur at a time when the affected party is in default.

20.2 The party concerned must inform the other party immediately of the end of the fault.

20.3 In the event of a longer-term hindrance to delivery, suspension of payment or the opening of insolvency proceedings, the refusal to open such proceedings due to lack of assets or the initiation of comparable

proceedings against the assets of a Business Partner, NBHX is entitled to withdraw from the contract with regard to the part not yet fulfilled.

20.4 If the Business Partner is affected by one of the above events, it shall support NBHX to the best of its ability in relocating the production of the delivery item to NBHX or a third party or in transferring the provision of services to a third party, including licensing the industrial property rights necessary for production on terms customary in the industry.

21 General Provisions, Choice of Law, Place of Jurisdiction

21.1 The place of performance for all obligations arising from the business relationship shall be the destination specified in the contract, unless expressly agreed otherwise in writing.

21.2 The business relationship shall be governed by German law with the exception of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding the above, Romanian law with the exclusion of the conflict of laws and the CISG shall apply to NBHX Rolem SRL if NBHX Rolem SRL does not contract with German business partners.

21.3 The place of jurisdiction is the court with subject-matter and local jurisdiction for the contracting NBHX company. However, NBHX is also entitled to sue the Business Partner at another competent court.

22 Severability Clause

The invalidity of individual provisions shall not affect the validity of the remainder of the contract. The ineffective provisions shall be replaced by a legally permissible provision or procedure that corresponds or comes closest to the intended economic purpose.