

General ElringKlinger Meillor SAS Purchasing Conditions (June 2023)

84 Av. de la Gare, 87140 Nantiat, France

I. General provisions and application

These general conditions constitute the terms to which the company ElringKlinger intends to submit its orders for goods and services.

Unless otherwise stipulated in a written and signed agreement between us and the supplier, these conditions apply to any order from us.

II. Conclusion of contract

1. Contracts, schedules or delivery forecasts, orders, as well as any amendments or modifications to these, must be formalised in writing. The same will apply to any change relating to the quality or quantity of the goods or service initially agreed in the order, as well as any subsequent change of any kind that may be made thereto. All standards, drawings/plans which are stipulated by us in the contract in particular cases, including tolerances, are binding on the supplier. By accepting the order, the supplier acknowledges that it has been informed of the nature and scope of its services by reading the plans provided. Any obvious mismatches, typographical or mathematical errors in the order, documentation, drawings or plans that we have provided will not bind us. The supplier is required to alert us to the existence of such errors. It is also the supplier's responsibility to inform us of any missing document, drawing information or plan.
2. Orders will not be firm until they have been confirmed in writing by the supplier within 14 days of their receipt by the latter and provided that this confirmation includes an imperative delivery date, failing which no agreement will be concluded.

III. Delivery and transportation

1. Delivery times are imperative. The supplier bears the procurement risk for its services unless otherwise agreed in certain cases (e.g. stock restrictions). The supplier will be recognised as defaulting without prior notice if the delivery date previously agreed to is not respected.
2. In the event of non-compliance with the agreed delivery date, the legal provisions will apply. In particular, we reserve the right to terminate the contract and to request compensation at the end of an additional period which has remained unsuccessful.
3. In the event of non-compliance with delivery times, we may, after prior formal notice, apply a penalty of 0.5 to 5% of the total amount of the order, per week of delay started. These penalties will be applied to compensate for the damage suffered due to the supplier's delay.
4. Partial deliveries are not permitted unless we have expressly authorised this in writing beforehand.
5. Acceptance without reservation of a late delivery does not constitute a waiver of any claim that we may make regarding this late delivery.
6. We reserve the right to not accept the goods before the end of the delivery period.
7. Our loading instructions must be strictly observed. Any possible costs generated by non-compliance with our loading instructions will be borne by the supplier.
8. Delivery will be made at the supplier's expense to the place of delivery stipulated by us. In the event of exceptional assumption of the costs of delivery by our care, the supplier will have to select the mode of transport which we indicated, or the transport or the means of delivery which is most favourable to us.
9. The risks concerning the goods delivered will be transferred at the time of acceptance thereof by our services. The price indicated includes packaging. If, exceptionally, we accept contrary provisions, the packaging will be invoiced to us at cost price. The supplier must use the packaging chosen by us and must ensure that the products are properly protected by this packaging.

IV. Force majeure

Disruptions, public order measures and any unforeseeable and irresistible event, unrelated to the affected company, will release the latter from its contractual obligations for the duration of this case of force majeure.

The affected party will inform its co-contractor without delay and will take the necessary measures to limit the im-

part of this event. Similarly, the affected party notifies its co-contractor without delay at the end of the event.

If the impediment is definitive, the contract will be automatically terminated and the parties will be released from their obligations under the conditions provided for in articles 1351 and 1351-1 of the Civil Code.

V. Unpredictability

The parties will perform their contractual obligations even if the circumstances make performance more onerous than they could have reasonably foreseen at the time the Contract was signed.

Without prejudice to the above provision, when a Contracting Party establishes that:

- the performance of its contractual obligations has become excessively onerous due to an event beyond its control and which cannot be reasonably foreseen at the time the contract was signed, and that;
- this party could not reasonably avoid or overcome this event or its effects;

the parties undertake, within a reasonable time after this provision has been invoked, to negotiate new contractual conditions that reasonably take into account the consequences of the event.

Failing agreement on new contractual conditions within a reasonable time (which may not exceed 4 weeks), the party having validly invoked this clause shall be entitled to terminate the contract as of right.

VI. Quality and reception

1. The supplier will ensure that the deliveries comply with the following:
 - our technical characteristics and specifications
 - the current version of the accident and prevention plan and of the VDE standard (to be checked)
 - the legal provisions in force
 - the latest state of the art.
2. In order to ensure the quality of its deliveries, the supplier will carry out quality tests adapted to the type and volume of the deliveries concerned.
3. In terms of measurements, volumes and quality, the values recorded during our checks on the conformity and quality of incoming goods will be those which will serve as a reference.
4. Where possible in the normal course of business, the goods will be checked for freedom from defects - in particular, the accuracy and completeness of the order.
5. It is the supplier's responsibility to completely and accurately make all declarations required by law.
6. If our company or any of our customers were to be charged by customs due to an improper declaration by the supplier or if we or any of our customers were to incur an additional cost due to incorrect information provided by the supplier, it will be up to the latter of us (and/or our client) to recover unscathed from this financial loss.
7. When the supplier manufactures products within the meaning of Article 3 of Regulation (EC) No 1907/2006 on the registration, evaluation, authorisation and restriction of chemicals (REACH regulation), he ensures compliance with its obligation to transmit certain information in accordance with article 33 of the REACH regulation.

VII. Payment terms

1. All agreed prices are inclusive of packaging, transport and all other costs.
2. Unless expressly agreed otherwise by the parties, invoices are payable 30 days from receipt of the goods or the performance of the provision of services.
3. Payment will be made after verification of the conformity of the invoice and the delivery.
4. In the event of payment of a deposit or advance payment, we may claim a bank guarantee.

VIII. Guarantee

1. The supplier warrants that the goods conform to our specifications, including their packaging and labelling. Our orders will be carried out professionally in accordance with the latest state of the art.
2. Unless otherwise provided by contract, the goods and services will be subject to the legal provisions in force relating to the guarantee of the items sold.

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3. We will inform the supplier of any defect in the goods or the performance of the service as soon as it has been identified in accordance with standard commercial procedures.

In the event of a possible defect in the goods, the supplier will be authorised to rectify these defects (by redelivery of the goods or re-performance of the service). In the event of an emergency, we reserve the right to rectify the defect ourselves or have it rectified by a third party at the expense of the supplier.

In particular, an urgent case will constitute the existence of a severe risk or significant damage making it impossible or unreasonable to inform the supplier about the damage and to give it a period, even a short one, to take corrective action. The supplier will be immediately informed of such intervention.

4. The warranty period will be 48 months from the date of delivery of the goods (passing of risk) when we use the goods for products which we supply to our own customers or suppliers in the automotive industry. Apart from these cases, the warranty period will be 30 months.
5. The supplier must fully compensate us in the event of a claim by a third party resulting from a defect attributable to the supplier.
6. In the event of redelivery of the faulty goods, the countdown of the warranty period will resume from this date of redelivery or from the date of repair in the event of repair of the defect. This provision will not apply in the event of repair carried out by the supplier as a purely commercial gesture.
7. The supplier is required to reimburse us for any additional cost of any kind whatsoever resulting from a failure in the delivery or performance of the goods – in particular (without this list being exhaustive), transport costs, material costs, labour costs, replacement costs or inspection costs for incoming goods when the latter exceeds the ordinary scope.

IX. Product liability

1. The supplier is bound by an obligation of result, in particular under the guarantee of the products and their compliant delivery. It can only exonerate itself from its liability within the limits of the grounds for exemption provided for by French law (as interpreted by French case law) and without being able to oppose any limitation of liability both in its amount and in its scope. The supplier will also not be able to oppose the costs incurred and/or the damages alleged as a result of the implementation of the withdrawal, recall or withdrawal/recall procedure.
2. The supplier will be required to compensate us for all material and immaterial damages that we may suffer as a result of a breach by the supplier of its contractual obligations.
3. The supplier undertakes to intervene in any complaint and/or legal action initiated by any third party against us, at our first request, having as its cause or purpose the marketing and/or use of one of the products supplied by the supplier.
4. The supplier will be informed immediately of any claim or procedure that may be brought directly against us under the product guarantee and/or their non-conformity and/or defectiveness.

X. Property Rights

1. The supplier guarantees the peaceful enjoyment of any intellectual property rights relating to the products covered by this document (with the exception of any rights that may be our property).
2. The supplier will hold our company and/or its customers harmless against any action, contentious or not, in violation, claim and/or claim of intellectual property rights brought by third parties and will bear all the detrimental consequences which would result therefrom for our company and its customers.
3. The supplier will inform us as soon as he becomes aware of any action or claim relating to an intellectual property right on the delivered goods and will provide us with his assistance in all the steps and procedures aimed at putting an end to such actions.
4. No element of the contractual relationship existing between our company and the supplier can allow the latter

to claim the transfer for its benefit or that of any third party of any right of ownership or exploitation of all or part of the property rights that we hold concerning the products covered by the order or relating to the latter. The supplier undertakes to respect our rights and not to take any action likely to infringe them and more generally that may harm our interests. Their use by the supplier will be strictly limited to the needs of the execution of this contract.

XI. Services at our premises

Any person required to perform services within our premises as part of the execution of an order must comply with the health and safety rules as well as the internal regulations applicable there. Our company cannot be held liable in the event of an accident on our premises, except for the serious fault of our employees and/or legal representatives.

XII. Confidentiality and Ownership of Information

1. All information that we disclose to the supplier must remain confidential, whether it is commercial or technical information. This obligation of confidentiality applies subject to the communication of information at the request of any competent administration or that it has entered the public domain.

The supplier will take every measure to ensure the utmost secrecy with regard to all elements to which it may have access.

They guarantee compliance with these provisions by their staff.

This obligation of confidentiality will continue to apply five years after the end of the contractual relationship, whatever the cause.

2. We retain ownership of all drawings, drafts, samples, specifications, internal company data, tools, installations, etc. (without this list being exhaustive) that we make available to the supplier for the purposes of our tender or the execution of our orders. These elements will be kept with the same care and diligence as for its own confidential information and can only be used for the purposes of executing our orders. Articles which are produced by means of the material made available by us or on the basis of our confidential information or with our tools or duplicate tools may not be used either by the supplier for its own benefit or that of third parties.

XII. Compliance

1. The supplier undertakes to comply with the applicable legal regulations regarding employee management, environmental protection, data protection and occupational safety. Furthermore, the supplier warrants compliance with the provisions of the ElringKlinger Group Supplier Code of Conduct (available at <https://www.elringklinger.de/en/company/supply-chain-management/sustainable-supplier-management>) in the version valid at the time of the conclusion of the contract as well as their execution by its own contractual partners by means of appropriate contractual provisions.
2. The supplier agrees that we or third parties appointed by us, as well as our customers or third parties appointed by our customers, may carry out audits concerning compliance with the obligations arising from the Supplier Code of Conduct and require for this purpose access to the supplier documents. In this respect, we reserve the right to make copies, if necessary. Access is limited to documents related to the performance of contractual obligations and takes place in compliance with data protection rules and industrial secrecy. The audit takes place during ordinary office hours and with prior notification.
3. In the event a Supplier breaches this point XIII repeatedly and/or despite a corresponding notice and provides no evidence that the violation has been rectified as far as possible or that appropriate measures have been taken to prevent future violations, we reserve the right to cancel existing contracts or terminate them without notice.

XIV. Miscellaneous provisions

1. Any amendment to these conditions must be concluded in writing.
If any of the provisions of the contract were cancelled in whole or in part, the validity of the remaining provisions

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would not be affected. In this case, as far as possible and as soon as possible, the parties must replace the cancelled provision with a valid provision corresponding to the spirit and object of the contract.

In accordance with the regulations on undeclared work, the manufacturer undertakes to provide us with the documents required by the provisions of Articles L. 8222-1 and D.8222-5 of the French Labour Code when the contract is concluded, and every 6 (six) months thereafter.

2. If any of the provisions of the contract were cancelled in whole or in part, the validity of the remaining provisions would not be affected. In this case, as far as possible and as soon as possible, the parties must replace the cancelled provision with a valid provision corresponding to the spirit and object of the contract.
3. The contract will be governed exclusively by French domestic law.
4. The place of performance of the contract will be the place of delivery of the goods or performance of the service.
5. In the event of litigation of any nature, dispute relating to the validity, the execution or the opposability, or difficulty of interpretation of the present general conditions and in a more general way concerning the commercial relations existing between us and the supplier, only the court within the jurisdiction of our company head office will be competent. This clause applies even in the event of summary proceedings, incidental claims, multiple defendants or warranty claims.