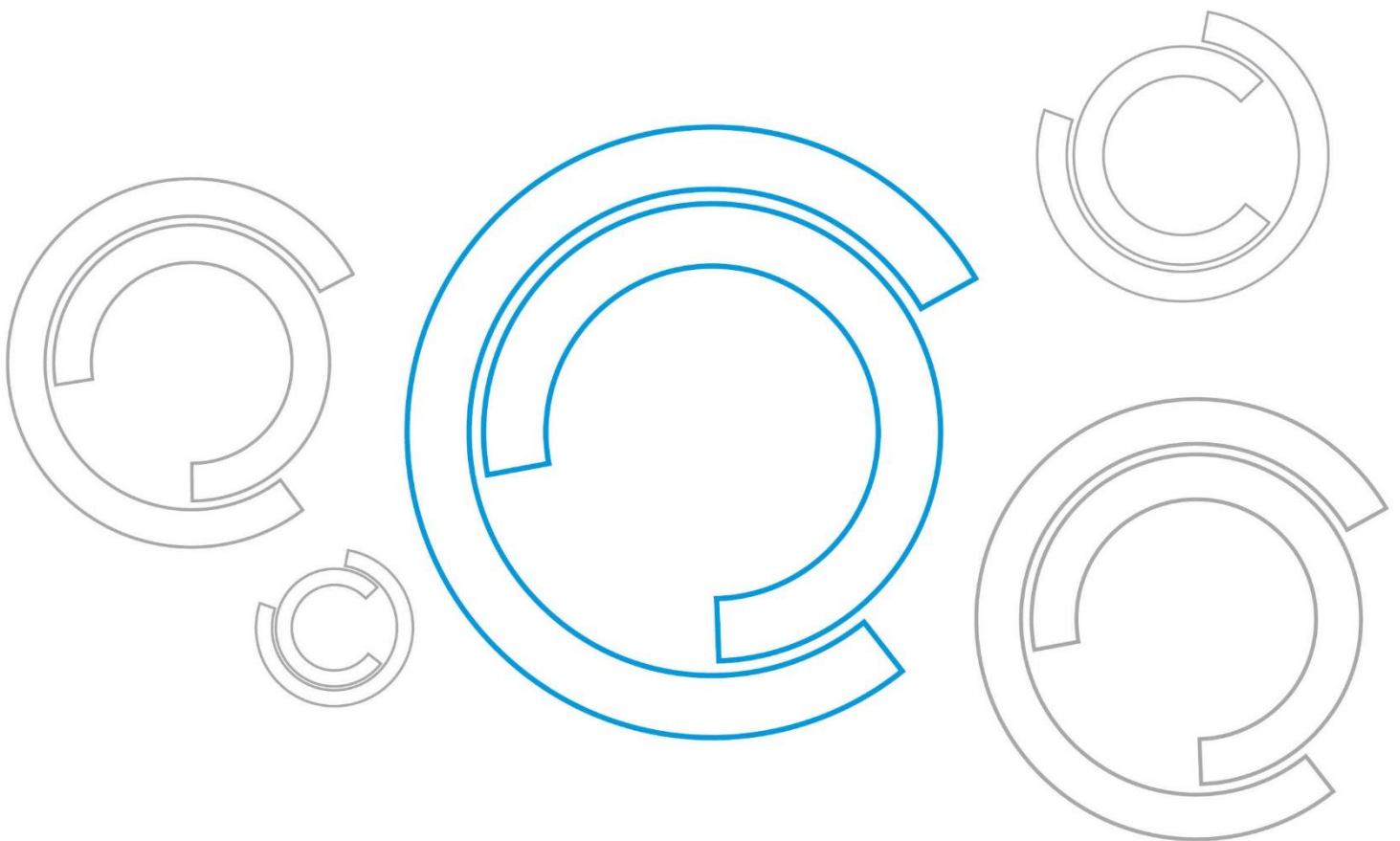


**KOLEKTOR**

# General Purchase Conditions of Kolektor

Group Kolektor Mobility



10.9.2024

## General Purchase Conditions of Kolektor

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## 1 General

- 1.1 General conditions are valid exclusively and as a whole, and the companies of Kolektor (in the further text “company”) do not acknowledge any eventual general conditions of the supplier except if otherwise agreed upon in written form. General conditions are further valid in case the company accepts or pays for the goods or services of a supplier in spite of the fact that the company has knowledge of eventual different general conditions of the supplier. Any proposal for additional or different terms or any attempt by supplier to vary in any degree any of the following terms is rejected.
- 1.2 These general conditions are applicable in all future business dealings between the company and the supplier.

## 2 Concluding of contract and introducing of changes to the contract

- 2.1 Contract, orders, and call-offs, as well as changes in these are to be submitted in written form. Orders and call-offs can be also given per fax or via EDI system.
- 2.2 Any eventual oral agreements are to be confirmed by the company in written form otherwise such oral agreements are deemed invalid. The same goes for all oral agreements after the conclusion of the contract, especially for those changing or supplementing the contract resp. these general purchase conditions.
- 2.3 Supplier has to send the order confirmation for each order. In addition to the purchase order number and any references noted on it, order confirmations shall include the component, agreed-upon prices, discounts and the binding delivery times.
- 2.4 Orders and call-offs are binding in case the supplier does not object to orders and call-offs within 3 days after the receipt.

## 3 Deliveries of goods resp. realization of services

- 3.1 Supplier is to deliver goods or realize service in accordance with the contract resp. the order on part of the company. Deliveries deviating from the order are to be approved in writing by the company beforehand.
- 3.2 The decisive moment for punctuality of deliveries is deemed arrival to the agreed place; with deliveries including mounting of equipment and with services the decisive moment for punctuality

is deemed realisation of services. In case not otherwise determined, the supplier is to supply the goods in accordance with the »Delivered at Place - DAP, Incoterms 2020 clause«.

- 3.3 In case of delivery including mounting/arranging of equipment the supplier is to assume all measures ensuring safety and punctuality of realization of delivery, provide all means required for realization of the delivery, and bear all here from resulting costs.
- 3.4 Supplier is to deliver the goods according to the agreed Incoterms rule. Any additional costs arising from disregarding the agreed Incoterms rule shall be paid by the supplier.
- 3.5 In case supplier is in delay, the stipulations under the law apply. In case supplier expects resp. is familiar with certain circumstances impairing the punctuality of its delivery, deviations from agreed upon quality of goods/services resp. other circumstances possibly endangering successful realization, the supplier is to inform the company in writing on the matter immediately. Despite the acceptance of the delayed delivery, the company retains all rights appertaining to the company in case of delayed delivery. Company has the right to reject partial deliveries except if otherwise agreed upon.
- 3.6 In case the supplier does not prove otherwise, the data as determined by the incoming control of the company apply for quantity, weight, and dimensions.

## 4 Dispatch logistics

- 4.1 Dispatch logistics shall be compliant with the Section 5 - DISPATCH LOGISTICS of the company's document ID.609625 - LOGISTICS REQUIREMENTS FOR SUPPLIERS.

## 5 Prices and transfer of risk

- 5.1 If not otherwise determined, price includes all costs and taxes. Danger of destruction passes over to the company in the moment as the goods are taken in by the company resp. by its authorized representative on an agreed upon place of acceptance.
- 5.2 Price changes due to subsequent change of supplier's cost shall, irrespective of the reason, be excluded to the extent that no other agreement is reached between supplier and the company.

## 6 Payment conditions

- 6.1 If not otherwise specified, company pays the invoice as per its choice, either next day after receipt of invoice - 5% discount or within 15 days - 4% discount, 30 days – 3,5% discount, 45 days – 2,5% discount, 90 days - 1,5% or 120 days – net. Payment term begins upon receipt of a correctly issued invoice, however not sooner than the first day following the accurately realized delivery of goods /realization of service.
- 6.2 Payment of the invoice does not mean that the delivery/service was realized in accordance with the contract. In case there are failures detected in goods/service, company may withhold payment of a proportional invoice amount until said failures are eliminated resp. a final agreement is made with the supplier.

## 7 Warranty

- 7.1 Quantity and quality acceptance of goods / services is complete when common in normal course of actions. For this period the supplier explicitly renounces enforcement of objections under the title of overdue reworking of failures. Obvious and hidden failures of goods/services shall the company communicate to the supplier within 8 working days after disclosure of these.
- 7.2 Supplier gives a 24-month warranty, except when a longer warranty period is determined under the law. The warranty term begins with transfer of risk to the company.
- 7.3 In case not otherwise determined under item 7, stipulations of the law apply for material and legal failures. Company has the right to choose the method for the supplier to eliminate the failures on goods/service.
- 7.4 In case supplier does not introduce measures for eliminating of failures immediately after the failure notice is submitted, especially in emergency cases (as production stop or major damage is to be prevented), company has the right to eliminate the detected failures on itself or through third parties, while all thereof resulting costs are to be covered by the supplier. In case of legal failures, supplier shall ensure that company's position towards third parties is such as if the supply was free on any legal failures.
- 7.5 All costs and damage resulting from failures in goods/services are carried by the supplier. In case customers of the company return products manufactured by the company due to failures in goods/services or if the price of products is reduced or if the company is impaired in any way, company has the right to claim repayment of all such damage from the supplier while the terms for failure rebuke need not be considered. In such cases, company will issue a Complaint Protocol and account for costs in accordance with the price list adopted by the Kolektor group Management and stated on the Complaint Protocol Form.

## 8 Liability and insurance

- 8.1 In case any costs result for the company due to producer liability (including cost from legal process and cost for eventual recall of company's products from the market), these are to be refunded by the supplier if and in case these costs result from a failure in supplied goods/realized service on part of the supplier.
- 8.2 Supplier is to conclude an appropriate insurance for its liability as common for the automotive industry. Upon request of the company, supplier is to submit appropriate proof on fulfilling of this requirement.
- 8.3 The supplier is liable for any infringement of patents or other protective rights on the part of third parties that may occur through supplier's supplies and the use therein. Supplier exempts the company and its customers from any claims whatsoever arising from the breach of such protective rights. This shall not apply if the supplier has manufactured the supplied goods according to the drawings, models or any other descriptions or instructions that are thereby comparable and that are provided by the company and if this causes the breach of the protective rights and supplier is not aware or cannot be aware in connection with the products manufactured by supplier that protective rights are thereby being violated.

## 9 Hazardous substances

- 9.1 Supplier ensures that the goods delivered comply with all regulations from the field of environmental and health protection valid in the EU and in the USA.

## 10 Goods handed in to the supplier

- 10.1 Materials, parts, packaging, and other items the company hands in to the supplier in order for the supplier to fulfil the order, remain property of the company, and are kept for the company by the supplier. Supplier may apply the handed in items only for the purpose of fulfilling of the company's order. In case supplier used these items for manufacture of a product, company acquires coproperty right on such product.

## 11 Documents and confidentiality

- 11.1 Tools, samples, models, forms, profiles, drawings, regulations for control, norms, printed templates, gauges, and other items and information the company gives to the supplier must not be forwarded to any third person and must not be used for purpose other than specified in this contract without prior written consent of the company.
- 11.2 Supplier shall keep as business secret all business and technical documents made available to it on part of the company (including know-how from these documents). The obligation of the confidentiality lasts for the entire duration of business cooperation between supplier and the company as well as after termination of this relation up to the moment this info becomes public good, however at least for 5 years after termination of cooperation. The exclusive proprietor of submitted documents and info remains the company. Without any prior written consent, supplier must not forward this info or documents to third persons. Upon request of the company, supplier shall immediately return all received documents (including all eventual photocopies). Company

reserves all rights to and from the submitted info and documents (including industrial property right).

- 11.3 Supplier must not supply third parties with products it made on basis of documents (drawings, samples, etc) or by means of tools made available to it by the company and must not use such products for proper need.
- 11.4 Insofar as the supplier uses manufacturing equipment exclusively for the goods intended for the company, the supplier shall grant to the company the preemptive right to acquire ownership of such manufacturing equipment by paying the respective time value to the supplier.
- 11.5 The supplier shall refer to the business relationship with the company for publicity purposes only with the prior written consent of the company.
- 11.6 The supplier shall respect and act in accordance with the Information Security Policy of Kolektor published on <https://www.kolektor.com/responsibility/information-responsibility>

## 12 Spare parts

- 12.1 Supplier obliges to inform the company on an intentional stopping of production of a certain product type it supplies to the company at least 2 years prior to intended stopping of production. At the same time the supplier obliges to supply the company with products upon its written request for at least 5 more years after initially intended stopping of production.
- 12.2 Supplier ensures to supply spare parts under appropriate prices for further 10 years after stopping of regular serial production.

## 13 Assignment of accounts receivable

- 13.1 Supplier must not – without any prior written consent – assign accounts receivable to third persons (pactum de non-cedendo). Company shall not refuse to give its consent without a justified cause.

## 14 Term and Termination

- 14.1 In case one or several stipulations of this contract become invalid, this does not influence the validity of other stipulations. Parties shall replace the now invalid stipulation with a valid one, such closer to the initial intent of all parties in the economic sense.
- 14.2 Any dispute arising out of or in relation to these general purchase conditions shall be settled by the competent court of the company's jurisdiction. The law of the country where the company has its seat shall apply without any stipulations of the private international law. In case of international

sale of goods, the application of the Vienna convention on the international sale of goods is excluded entirely.

- 14.3 These general purchase conditions and any related documents are published on the homepage of the Kolektor group at <https://www.kolektor.com/for-suppliers> and are valid since September 10th, 2024.