

General Terms and Conditions of Purchase (GTCP) of **EuropTec Vehicle Display Glass AG** (hereinafter 'Purchaser') applicable vis-à-vis the **Entrepreneur** (hereinafter 'Supplier')

1. Scope

(1.1) These GTCP apply to all purchases of goods and services. Their scope extends to assembly, spare parts and maintenance work. Unless otherwise stipulated, the GTCP shall apply in the last valid version or most recent written version communicated when an order is placed by way of a framework agreement and shall also apply to any contracts concluded in the future without the Purchaser having to refer to them again.

(1.2) Any terms and conditions differing from, running contrary to or supplementing these GTCP including the general terms and conditions of sale or business of our suppliers will only be binding if they have been expressly acknowledged by us in writing. In particular, these GTCP will also be binding if the items supplied or services rendered by the Supplier are accepted unreservedly even if the Purchaser is aware of the existence of terms and conditions drafted by the Supplier running contrary to or differing from these GTCP. Any separate agreements entered into in any given case with the Supplier (including collateral agreements, addenda and amendments) shall take precedence over these GTCP. With regard to the content of such agreements, unless counterproof is furnished, the existence of a written contract or a written confirmation shall be the decisive factor.

(1.3) When the contract between the Supplier and the Purchaser is concluded the Supplier shall accept the Purchaser's Code of Conduct (which can be consulted at <https://www.europotec.com/vehicle-display-glass.html>) and shall implement a code of conduct at least equivalent in its own business.

2. Bid

(2.1) When a request for a quote is made the Supplier is asked to submit a free, financially optimised bid. In drafting its bid it must adhere precisely to the terms of the request and in the event of any deviations the Purchaser's attention must be drawn thereto. Any options for improvements must be shown separately.

3. Order and partial invalidity

(3.1) Orders shall only be valid if they have been placed or confirmed in writing by the relevant purchasing department.

(3.2) The Purchaser is entitled to cancel its order free of charge if the Supplier fails to confirm same without making any changes within a week of receiving it.

(3.3) If any provision in the order is invalid or ineffective, the remaining provisions will continue to be binding. The parties undertake to substitute a valid provision for the invalid provision that comes closest to what was originally intended. The Supplier must draw the Purchaser's attention to any obvious errors (e.g. typographical and calculation errors) and shortcomings in the order and this includes the order documentation so as to enable the latter to make corrections or provide additional documents or information as required before the order is accepted; otherwise the contract will be deemed to have not been concluded.

4. Prices

(4.1) Unless otherwise stipulated the prices indicated per unit shall be deemed fixed prices and exclude any additional charges of any nature whatsoever. All prices are understood to include statutory value-added tax unless the latter is shown separately. They cover all the services and ancillary services provided by the Supplier (e.g. assembly, installation) and ancillary costs, e.g. packaging, insurance, delivery charges, import duties and taxes, i.e. 'free domicile'.

(4.2) If no prices are indicated in the order, the last prices charged to the Purchaser shall apply or, alternatively, the Supplier's list prices when the order is placed with the deductions customary in commerce.

(4.3) All payments are made subject to review.

(4.4) Unless otherwise stipulated in writing, the preparation of drafts, designs, plans, cost calculations etc. shall be free of charge and non-binding from the Purchaser's point of view.

(4.5) The Purchaser is not obliged to pay default interest. Statutory provisions shall apply in the event of delays in payment by the Purchaser.

(4.6) The Purchaser is entitled to exercise set-off and retention rights and to plea the defence of non-performance to the extent provided by law. In particular, the Purchaser is entitled to retain any due payments as long as it is able to assert claims based on incomplete or defective performance.

(4.7) The Supplier is only entitled to exercise set-off or retention rights in the case of counterclaims that have been legally established or are undisputed.

5. Delivery dates and deadlines

(5.1) Any dates and deadlines agreed upon are binding. When determining whether there has been adherence to delivery dates or deadlines, reference will be made to the moment the goods reach the Purchaser or the agreed place of use.

(5.2) If 'ex works' or 'delivery free to place of use' has been agreed upon, the Supplier must deliver the goods on time taking into account the usual amount of time required for loading and shipment.

(5.3) The Supplier is obliged to promptly notify the Purchaser if circumstances arise or their occurrence seems likely such that it will be impossible to adhere to the agreed delivery dates and periods.

6. Delays in delivery, procurement risk, force majeure

(6.1) The Supplier is obliged to pay a contractual penalty amounting to 1% of the value of the delivery items for each complete calendar week during which delivery of the order after having been confirmed for the first time is delayed, not, however, exceeding 5% of the value of the delivery items. The Purchaser is entitled to claim payment of the contractual penalty and require fulfilment of the contract. The Purchaser reserves the right to prove that the damage incurred is greater. The Supplier reserves their right to prove that no damage or that a significantly smaller amount of damage has been incurred. The unreserved acceptance of a late delivery may not be interpreted as any waiver by the Purchaser of such rights or claims.

(6.2) The Supplier bears the procurement risk for its services unless otherwise stipulated in any given case (e.g. subject to availability of stocks).

(6.3) Unforeseeable, unavoidable and serious events ('force majeure') will release the contracting parties from their performance obligations for the term of the contract. This will also apply if the events occur when the contracting party in question is in default. The contracting parties shall inform each other as far as this is reasonable and adjust performance of their obligations accordingly in good faith.

7. Handling and delivery

(7.1) The Supplier may only subcontract with the Purchaser's consent, unless the subcontract in question concerns parts that are widely available in the market. Call-offs are binding with regard to the type and quantity of the goods called off and the delivery period. Partial deliveries require the Purchaser's consent.

(7.2) Each delivery must be accompanied by a delivery note recording the Purchaser's order number, if agreed the batch number and a description of the contents in terms of type and quantity. If the delivery note is missing or incomplete, the Purchaser is not liable for any resulting delays in processing and payment.

(7.3) The goods must normally be delivered using disposable standard packaging. If reusable packaging is used the Supplier must provide the packaging on loan. Unless otherwise stipulated, goods will be returned at the Supplier's expense and risk.

If the Purchaser accepts as per agreement to bear the packaging costs, they must be calculated at cost price and this must be verifiable.

(7.4) Together with the quotation or the delivery of the goods, the Supplier must provide the necessary documentation free of charge. In particular, unambiguous specifications for the product and the permitted scope of use must be defined.

(7.5) In the case of equipment a technical description, the instructions for use and the EC Declaration of Conformity must be provided free of charge.

In the case of software products the Supplier's delivery obligations will only be deemed to have been fulfilled when the complete (technical and user) documentation has been furnished. In the case of programs specially created for the Purchaser the source code of the program must also be furnished.

(7.6) If the Supplier renders deliveries or services at the Purchaser's premises, the Supplier is obliged to comply with the instructions on safety, environmental and fire protection applicable to external personnel in their latest valid version.

8. Shipment, risk assumption, insurance

(8.1) Agreement must be reached regarding the transport methods and routes. If the destination has not been indicated and nothing else has been stipulated, the items must be delivered to the Purchaser's place of business. The destination is also the place of performance for delivery and for any supplementary performance.

(8.2) Irrespective of the agreed pricing terms, the risk during delivery excluding installation or assembly will be transferred to the Purchaser upon arrival at the delivery address indicated by the Purchaser and in the case of delivery including installation or assembly when acceptance of the goods and services by the Purchaser has been successfully completed.

Commissioning or use cannot substitute an acceptance declaration issued by the Purchaser.

9. Safety, environmental protection

(9.1) Deliveries and supplies by the Supplier must comply with statutory provisions, in particular safety and environmental provisions, including the REACH Regulation, the RoHS Directive in its current version and the safety recommendations of the Federal Coordination Commission for Occupational Safety FCOS. Any certification, test certificates and supporting documents must be furnished free of charge.

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(9.2) The Supplier is obliged to obtain and adhere to the current version of guidelines and laws governing restricted substances applicable to its components. It is obliged to refrain from using banned substances. Any substances to be avoided and hazardous substances described in current legislation and guidelines must be included in the specifications provided by the Supplier. If required safety data sheets must be furnished with the quotations and with each initial delivery together with the delivery note (drafted in at least German or English). The Purchaser must be promptly informed about violations of regulations on restricted substances and the delivery of banned substances.

(9.3) The Supplier is responsible for ensuring that the machinery and engineering systems supplied carry the CE marking. Equipment must comply with the EU Council Directive relating to machinery 89/392/EEC.

(9.4) When deliveries are made and services are rendered, the Supplier alone is responsible for complying with accident prevention regulations. Any protective devices and any instructions by the manufacturer must be provided free of charge.

10. Obligation to inspect and notify defects, inspection expenses

(10.1) An inspection of incoming goods is performed with a view to detecting obvious defects. Any hidden defects must be notified by the Purchaser as soon as they can be detected during the ordinary course of business.

The Supplier shall waive the defence of the late notification of defects for any defects notified within fourteen days of detection.

(10.2) If the Purchaser returns defective goods, the Purchaser is entitled to charge the Supplier for the amount invoiced plus a lump sum covering expenses amounting to EUR 200 or CHF 300. The Purchaser reserves the right to prove that greater expenses have been incurred. The Supplier reserves the right to prove that a smaller amount in expenses or no expenses have been incurred.

11. Warranty for material defects and defects of title

(11.1) The Supplier, given its specialist knowledge, warrants that the subject matter of the contract does not exhibit any defects detracting from its value or its suitability for the intended use, that it possesses the warranted properties and that it complies with the stipulated services and specifications. The subject matter of the contract must comply with the public regulations in force at the place of destination. Test reports must be furnished free of charge to the Purchaser if requested. Unless otherwise stipulated, the incoming goods will not be inspected; accordingly, the Supplier is responsible for performing any checks and outgoing goods inspections.

(11.2) The warranty period shall last at least 12 (twelve) months following the date on which the items are successfully commissioned, installed or used.

(11.3) The Supplier is liable for its employees, authorised representatives and subcontractors in the same way as it is for its own services.

(11.4) Defective supplies must be replaced without delay by defect-free items and defective services must be repeated without any defects. In the case of development or design defects the Purchaser is entitled to immediately exercise the rights described in point 11.6.

(11.5) Any supplementary performance in relation to defective deliveries or services requires the Purchaser's approval. The Supplier shall bear the risks during the period in which the item or service is not under the Purchaser's control.

(11.6) If the Supplier fails to rectify the defect within a reasonable period of grace, the Purchaser, as it sees fit, is entitled to either withdraw from the contract or reduce the remuneration payable and assert additional claims for compensation.

(11.7) In urgent cases (in particular, where operational safety is jeopardised or in order to prevent an exceptionally higher degree of damage), if minor defects have to be rectified or if the Supplier delays in rectifying a defect, the Purchaser, after providing advance notice and once an appropriate period of grace given the situation has expired, is entitled to rectify the defect and any damage incurred as a result by itself at the Supplier's expense or to have the defect rectified by a third party at the Supplier's expense. This shall also apply if the Supplier is late in carrying out its deliveries or rendering its services and the Purchaser is obliged to immediately rectify defects in order to avoid causing delays vis-à-vis its own customers.

(11.8) The limitation period for claims asserted by the Purchaser for material defects is 36 months following the transfer of risk; the limitation period for claims asserted by the Purchaser for defects of title is ten years subsequent to the transfer of risk.

The limitation period will be suspended starting on the date the Purchaser submits the notice of defects and will resume when the defect claim has been satisfied.

(11.9) If the Supplier is obliged to deliver items or render services in accordance with plans, drawings or other specific requirements laid down by the Purchaser, compliance of the delivery or the services with the requirements will be deemed to have been expressly warranted. If the delivery or the services deviate from such requirements, the Purchaser is entitled to immediately exercise the rights described in point 11.6.

(11.10) In the case of replacement deliveries and supplementary performance a 12-month warranty shall be furnished as described in point 11.2 above.

(11.11) In all other respects the Purchaser's statutory rights remain unaffected.

(11.12) When the contract is concluded the Supplier must warrant that the products delivered do not infringe existing patents or third-party property rights.

(11.13) If claims are asserted by third parties the Supplier shall actively represent its interests before a court.

12. Product liability and product liability provisions

(12.1) The Supplier is obliged to indemnify and hold the Purchaser free and harmless from any claims for compensation under provisions governing product liability. Within the context of the indemnification afforded the Supplier must also reimburse any expenses incurred as a result of or in relation to third-party claims, including any recall campaigns organised by the Purchaser. The Purchaser will inform the Supplier about the content and scope of any recall campaigns – insofar as this is possible and reasonable – and give the latter the opportunity to state its position. The right to assert further statutory claims remains unaffected. The Supplier must take out and maintain third-party liability insurance with adequate insured sums in relation to possible claims.

(12.2) The Supplier shall draw the Purchaser's attention to any defects arising later on in the subject matter of the contract so as to prevent any recognisable damage from occurring in accordance with the product liability laws in force at the place of destination, even after the subject matter of the contract has been placed on the market.

(12.3) The Supplier, given its specialist knowledge, shall promptly draw the Purchaser's attention when further orders are placed or in the course of ongoing deliveries to any new laws or information relating to product liability.

13. Repeated failure to fulfil performance obligations

If the Supplier delivers items or renders services that are essentially the same or similar even after receiving a written warning, the Purchaser is entitled to immediately withdraw from the contract. In such cases the right of withdrawal also extends to deliveries and services that the Supplier is obliged to make or render under this contract or under another contract in the future vis-à-vis the Purchaser.

14. Indemnification in the case of material defects and defects of title

The Supplier shall indemnify and hold the Purchaser free and harmless from any third-party claims asserted against the Purchaser – regardless of the legal basis on which they are asserted – in relation to a material defect or defect of title or another shortcoming in a product supplied by the Supplier and reimburse the Purchaser for any expenses in relation to defending against such claims.

15. Retention of title

Any rights of retention exercised by the Supplier require explicit written approval in order to be valid. This is not applicable to the simple right of retention under which the Supplier retains title to the delivery items within the context of further processing and resale during the ordinary course of business until the delivery has been paid in full.

16. Items supplied by the Purchaser

(16.1) Any items supplied by the Purchaser remain the property of same and may only be used for their intended purpose.

(16.2) Processing or transformations by the Supplier are undertaken on the Purchaser's behalf. If the items supplied are processed with other items not belonging to the Purchaser, the Purchaser will acquire property rights to the new item in proportion to the share that the items supplied represents with respect to the other processed items when the processing takes place.

(16.3) If the items supplied are inseparably mingled with other items not belonging to the Purchaser, the Purchaser will acquire property rights to the new item in proportion to the share that the items supplied represents with respect to the other mingled items when the processing takes place. If the mingling takes place such that the Supplier's items must be regarded as the main item, the parties agree that the Supplier will transfer proportional co-ownership rights to the Purchaser; the Supplier shall safeguard the sole ownership or co-ownership rights on behalf of the Purchaser.

17. Tooling

(17.1) Any technical documentation, works standard specifications, models, dies, templates, samples, tools and other manufacturing equipment (hereinafter 'Tooling') remain the property of the Purchaser.

Tooling procured or produced by the Supplier at the Purchaser's expense will become the property of the Purchaser.

Tooling together with any duplicates thereof must be immediately returned without prompting once the order has been executed.

Any Tooling supplied to and kept by the Supplier on a long-term basis to enable same to fulfil the supply agreement must be clearly marked with the words 'Property of EuropTec Vehicle Display Glass'. The Purchaser is entitled to any property rights to the Tooling items

The Supplier must only use the Tooling items to fulfil the supply contract, handle them with the due care of a prudent businessperson and, in particular, see to it that adequate fire, water damage and theft insurance is taken out at its own expense and that any necessary maintenance and inspection work is carried out in good time at its expense.

(17.2) Tooling must be immediately surrendered at any time when requested by the Purchaser without the need to provide any reasons. The Supplier's right of retention in relation to outstanding payments for Tooling items procured or manufactured remains unaffected.

(17.3) Any remaining Tooling items still in the Supplier's possession following delivery of the last products manufactured using such Tooling items may only be destroyed with the Purchaser's prior written consent. The Supplier is entitled to request that the Purchaser recover any remaining Tooling items.

18. Confidentiality

(18.1) Any information, drawings etc. made available by the Purchaser to the Supplier to enable the manufacture of the subject matter of the contract may not be used for any other purposes, reproduced or disclosed to third parties.

(18.2) The Supplier must see to it that its own employees, authorised representatives and sub-suppliers are also bound by these obligations and is responsible for ensuring compliance. This also applies to assembly and maintenance personnel.

(18.3) Any technical documentation belonging to the Supplier or to its sub-suppliers must be handled confidentially by the Purchaser. It remains the intellectual property of the Supplier and/or its sub-suppliers.

19. Right of inspection

(19.1) The Purchaser is entitled to monitor the progress of the work. In so doing, the Supplier's duties to properly fulfil the contract will be neither modified nor limited. After giving prior notice, the Purchaser is entitled to conduct audits on quality and scheduling at the Supplier or at its sub-suppliers.

(19.2) If work is carried out at the Purchaser and in addition to these General Terms and Conditions of Purchase, the Supplier must also abide by the Purchaser's safety regulations.

20. Invoices

(20.1) One copy of each invoice, verifiable by the Purchaser, indicating the correct invoicing address and the Purchaser's order number, must be prepared for each contract.

(20.2) Any invoices submitted that have not been properly drawn up (i.e. containing errors, incomplete, improperly drawn up and not verifiable) will only become due when the Purchaser receives the fully corrected invoice.

(20.3) Unless otherwise stipulated in writing, payment following receipt of the properly executed order and the invoice will take place as the Purchaser sees fit within 14 days with a 2% discount or within 60 days without any discount.

21. Place of performance, applicable law and place of jurisdiction

(21.1) The place of performance for delivery and payment is the Purchaser's place of business, currently located at Oftringen, Switzerland or the destination indicated in the order.

(21.2) The exclusive place of jurisdiction is the Purchaser's place of business, currently located at Oftringen, Switzerland. However, the Purchaser is entitled to pursue claims at the courts with jurisdiction over the Supplier. Any overriding legal provisions, in particular those governing exclusive jurisdiction, remain unaffected.

(21.3) Application of the Vienna Sales Convention – the United Nations Convention on Contracts of the International Sale of Goods (CISG) – is entirely excluded.