

General Terms and Conditions of Purchase of the spanish Companies of the MAHLE Group for Services and Works

1. Relevant conditions

- 1.1 The following General Terms and Conditions of Purchase for Services and Works ("**GTCP Services and Works**") shall apply exclusively to all contracts concluded by one of the spanish companies of the MAHLE Group ("**MAHLE**") for services and/or works to be provided by the supplier.
- 1.2 Terms and conditions of the supplier that deviate from these GTCP Services and Works or supplement these GTCP Services and Works shall not apply unless they have been expressly acknowledged by MAHLE. These GTCP Services and Works shall also apply if MAHLE accepts the supplier's performances without reservation in the knowledge of deviating or supplementary terms and conditions of the supplier. All references by the supplier to the validity of its general terms and conditions of business are hereby expressly rejected.
- 1.3 These GTCP Services and Works shall also apply to all future transactions with the supplier.

2. Conclusion of contract

- 2.1 If MAHLE submits an offer through means of the order, the supplier shall accept or reject this offer within three days of receipt, unless a different binding period is specified. If the supplier has already accepted the validity of the GTCP Services and Works for the business relationship, future orders shall be deemed accepted if the supplier does not reject the offer within the aforementioned period.
- 2.2 All agreements made between MAHLE and the supplier for the purpose of executing the contract upon conclusion of the contract are set down in writing in full in the contract including these GTCP Services and Works. The employees of MAHLE are not authorised to make verbal promises that go beyond the written contractual agreement or deviate from it. Changes must be documented in writing and confirmed in writing by the respective other party.

3. Prices

- 3.1 The price stated in an order is binding.
- 3.2 If remuneration according to time expenditure has been agreed, the supplier shall record the expenditure to be invoiced thereby stating the date, the duration of the respective activity, the processor and a detailed description of the subject of performance, and submit corresponding hourly records to MAHLE.

3.3 Separate reimbursement of expenses in addition to the agreed remuneration shall only be made by MAHLE if this is expressly agreed in advance and only against presentation of corresponding receipts by the supplier.

3.4 The supplier's cost estimates shall not be remunerated unless expressly agreed otherwise.

4. Terms of payment

4.1 Payment of the invoice shall be made within the payment period specified in the order (depending on the subject matter of the contract, on the 18th day of the second or on the 18th day of the third calendar month following receipt of a proper invoice but no longer than 60 days in total - if required according to clause 3.2 and clause 3.3, with submission of supporting documents). Insofar as the remuneration is dependent on acceptance of the performances, the aforementioned period shall commence after receipt of the invoice and acceptance.

4.2 The invoice shall be sent in electronic form to the company specified as the recipient in the order. The invoice and any supporting documents to be attached must be contained in a single PDF document. The invoice shall list the order number, the order item and the name of the orderer (i.e. the employee who placed the order on behalf of MAHLE). Each invoice shall only refer to a single order number. If these requirements are not met, MAHLE shall not be responsible for the resulting delays in invoice processing and payment settlement.

4.3 Payment by MAHLE shall not constitute a waiver of the subsequent assertion of claims for defects, damages or other claims.

4.4 MAHLE shall have unrestricted rights of set-off and retention provided within the law. The supplier shall only be entitled to assert a right of retention or to set-off against a claim of MAHLE if MAHLE has acknowledged the counterclaim of the supplier in writing or if the counterclaim has been legally established.

5. Request for change

5.1 MAHLE shall be entitled to request changes to the contractual performances at any time. The supplier shall be entitled to object to the request for change if and insofar as the implementation of the request for change is unreasonable for it. In this case, the supplier shall inform MAHLE of this immediately, stating the reasons. In all other respects, the supplier shall immediately inform MAHLE in writing of the effects of the changes on remuneration and the time frame and submit a corresponding offer of change in order to give MAHLE the opportunity to decide whether to commission the performances on this basis. A claim to increased remuneration shall only exist insofar as MAHLE has expressly commissioned the changes. If no

agreement is reached, MAHLE shall be entitled to terminate the contract extraordinarily. The legal consequences in the event of termination shall be determined in accordance with clause 21.1.

5.2 Without MAHLE's prior written consent to a change, the supplier is not entitled to make changes with regard to the works/service.

6. Performance time

6.1 Agreed deadlines and dates are binding unless expressly stated otherwise.

6.2 If it is recognisable to the supplier that the performance time agreed with MAHLE cannot be met, the supplier shall inform MAHLE of this immediately, stating the reasons, the expected duration of the delay and the effects stating the measures suitable to avert it. The liability of the supplier due to delay remains unaffected.

6.3 If the supplier is in delay with the performance, MAHLE shall be entitled to demand a contractual penalty in the amount of 0.3% of the respective order value per working day, but no more than a total of 5% of the order value. Claims for compensation for further damage as well as other claims and rights to which MAHLE is entitled due to delay shall remain unaffected. The contractual penalty shall be offset against any further claim for damages. The claim to a contractual penalty shall remain valid even if MAHLE accepts the delayed performance without reservation, provided that MAHLE invokes the contractual penalty at the latest at the time of settlement of the invoice claim - in the case of contractually agreed instalments by the time of payment of the final instalment.

7. Performance obligations and organisation of provision of performances

7.1 Principles

7.1.1 The supplier shall provide the performances in accordance with the current state of the art in science and technology and the current quality standards recognised at the time of the conclusion of the contract, taking due care of the customary in the industry, but at least with the due care of a prudent businessman.

7.1.2 The supplier shall inform MAHLE upon request about the status of the tasks to be carried out. If the order includes the creation of concepts or other planning performances, these performances must be continuously coordinated with MAHLE.

7.1.3 Before the commencement of the performance, the supplier shall name a responsible contact person to MAHLE. A change of the contact person must be announced in a timely manner respectively notified immediately.

- 7.1.4 Insofar as the supplier provides performances on site at MAHLE, the supplier shall comply with the safety and hygiene regulations as well as with the information security guidelines applicable there. When accessing information and telecommunication technology of MAHLE, the supplier shall observe the information security guidelines applicable to it, especially in case of remote access (Remote-Access). The supplier shall also comply with any further or modified guidelines made available by MAHLE. This shall not apply insofar as this is not reasonable for the supplier for factual reasons and where the supplier has objected to the respective guideline immediately in writing to the respective MAHLE company after becoming aware of it, stating the reasons.
- 7.1.5 The supplier shall ensure compliance with any necessary protective measures, a suitable work organisation and sufficient instruction of the employees. These measures shall be covered by the agreed prices and shall be included in the calculation accordingly.
- 7.1.6 Insofar as the performances are to be provided on site at MAHLE, the supplier shall keep any storage and workplaces as well as access routes made available to the supplier there in proper condition and shall completely clear them after completion of the tasks and return them to the condition in which they were made available to it.
- 7.1.7 Partial performances require the prior written consent of MAHLE.

7.2 **Inspection and information obligations**

- 7.2.1 If the supplier has concerns about the type of execution intended by the respective MAHLE company, the suitability or quality of the intended materials or the advance performance of other third parties used by MAHLE, the supplier shall immediately notify MAHLE of this in writing. This also applies if the supplier recognises or must recognise that other information or requirements of MAHLE are incorrect, incomplete, ambiguous or unsuitable for execution.
- 7.2.2 If changes or improvements become apparent to the supplier as expedient or necessary during the provision of the performance, the supplier shall inform MAHLE of this in writing without delay and obtain a decision on a possible adjustment of the performances.
- 7.2.3 The relocation of the provision of performances to a location other than an originally named location requires timely written notification by the supplier and the prior express consent of MAHLE in writing.

7.3 **Compliance with legal requirements; Supplier Code of Conduct**

The supplier shall comply with the relevant statutory and official regulations and orders applicable at the time of the respective performances, in particular the respective applicable laws and regulations on corruption prevention, antitrust law, export control law, and minimum

wage. Furthermore, the supplier shall comply with the guidelines and requirements of the MAHLE Supplier Code of Conduct, available at <https://www.mahle.com/de/about-mahle/compliance/>, as amended from time to time, and shall oblige the sub-suppliers commissioned by the supplier to comply with the principles of the MAHLE Supplier Code of Conduct. In addition, the supplier shall comply with the following provisions:

- General supplier guidelines
- Supplier information
- Safety regulations for external companies

8. which shall be made available to the supplier at the latest upon conclusion of the contract. Subcontractors

The supplier shall provide the performances incumbent upon it with its own personnel, unless otherwise agreed. The use of subcontractors for the provision of the contractually owed performances is only permitted with the prior written consent of MAHLE. Insofar as the supplier is entitled to place orders with subcontractors, this shall be done exclusively in the supplier's own name and for the supplier's own account. The supplier shall ensure that all contractual obligations that apply to the corresponding performances are imposed on the subcontractor in full.

9. Staff deployment; minimum wage

9.1 The supplier shall deploy appropriately qualified personnel for the provision of performances owed by it and shall ensure that any necessary work permits are available for the personnel deployed.

9.2 The supplier shall provide the performances on its own responsibility. Only the supplier is authorised to issue instructions to the personnel employed by it. The supplier shall ensure that the personnel employed by it are not integrated into a business or a group company of MAHLE. The personnel deployed by the supplier shall not enter into an employment relationship with MAHLE, even if performances are rendered at MAHLE.

The supplier shall be responsible for selecting the employees used. However, MAHLE shall be entitled to demand the removal of an employee of the supplier if there are justified doubts about his qualifications.

9.3 The supplier shall comply with the applicable statutory minimum wage provisions in its business and shall ensure compliance by any subcontractors used by it. Upon request, the supplier shall prove compliance to MAHLE by providing suitable documents and, in particular,

disclose the hourly wages paid to the workers employed by it. In the event of a breach of the obligations, the supplier shall assume the sole and unlimited liability and shall indemnify MAHLE with regard to any resulting claims by third parties, unless the supplier is not responsible for the breach. The same shall apply in the event of a breach by a subcontractor.

10. Paid-for development

If the supplier carries out development work on behalf of MAHLE, the following provisions shall apply in addition.

10.1 Rights to results of the development (Foreground)

- 10.1.1 All rights to the results of the development (including all inventions, know-how, reports of test and development, suggestions, ideas, drafts, designs, proposals, samples, models, software (including source code), "Embedded Software" (hardware with integrated software) etc.), which the supplier achieves within the scope of the cooperation ("**Results of the Development**"), shall fall to MAHLE with their creation or shall be transferred to MAHLE by the supplier. MAHLE shall be entitled to unrestricted use and exploitation of the Results of the Development. Insofar as the Results of the Development are capable of being protected by property rights, MAHLE shall in particular be entitled, at its own discretion, to apply for property rights for them in Germany and abroad in its own name, to pursue them further and also to drop them at any time without financial compensation. The supplier shall take the corresponding necessary actions and support MAHLE.
- 10.1.2 The supplier shall inform MAHLE of all Results of the Development arising at the supplier's during the execution of the contractual tasks, provide MAHLE with all documents required for the evaluation of the inventions and provide all information requested by MAHLE regarding the Results of the Development, in particular the inventions.
- 10.1.3 The supplier shall conclude valid and sufficient agreements with its employees (including representatives, consultants and subcontractors) respectively shall take all necessary measures to ensure that the Results of the Development created by this group of persons respectively the existing rights thereto are granted to the supplier for the fulfilment of its obligations under this clause 10. In particular, the supplier shall make unrestricted use of any inventions created by its employees which are eligible for patent and/or utility model protection.
- 10.1.4 Insofar as the Results of the Development consist of copyright-protected works such as software, "Embedded Software" and databases, the supplier shall grant MAHLE as well as affiliated companies of MAHLE the exclusive, irrevocable, permanent, transferable and sub-licensable right of use, which is not limited in terms of space and content. The right of use is fully compensated with the agreed remuneration. This right of use includes in particular the

duplication, distribution, public reproduction and making available to the public of the Results of the Development in all types of use known and unknown at the time of the conclusion of the contract, including the right to process and further develop the Results of the Development and the use of the results thus produced. Insofar as the Results of the Development arise in the form of software, the rights of use and exploitation are not limited to the object code. MAHLE shall in particular have a claim to handover of the source code and the documentation. MAHLE shall be entitled to demand the handover at any time, even during the implementation of the development project. If the source code is not created and stored in the MAHLE network, it shall be transferred to MAHLE on a monthly basis.

10.2 **Pre-existing property rights**

Insofar as the supplier or MAHLE possess industrial property rights and copyrights as well as know-how in the area covered by the contract ("**Pre-Existing Rights**") at the time of conclusion of the contract, the following provisions shall apply in this respect:

10.2.1 The parties each remain the holders of their Pre-Existing Rights.

10.2.2 Insofar as MAHLE and/or a third party in a contractual relationship with MAHLE has a compelling need for Pre-Existing Rights of the supplier in order to be able to use the Results of the Development, the supplier shall grant MAHLE a simple, temporally and spatially unlimited, transferable and sub-licensable, irrevocable right of use to these Pre-Existing Rights. The granting of the right of use shall be fully compensated with the payment of the agreed remuneration.

10.2.3 Insofar as the supplier requires Pre-Existing Rights of MAHLE for the provision of the contractually owed performances, MAHLE shall grant it a simple, non-transferable and non-sub-licensable right of use to the Pre-Existing Rights during the term and exclusively for the purposes of the contract.

10.3 **Involvement of sub-suppliers and subcontractors**

10.3.1 Insofar as the supplier uses sub-suppliers or subcontractors within the scope of the performances to be provided by it, it shall be obliged to ensure by means of suitable contractual agreements that MAHLE receives property rights and rights of use in accordance with the provisions of this clause 10.

11. **Free and open source software ("FOSS")**

11.1 "Free Software" or "Open Source Software" ("Free and Open Source Software" - "FOSS") is software that meets the definition of the "Open Source Initiative" (<https://opensource.org/osd>) or whose licence conditions have been recognised as "FOSS" by the "Open Source Initiative"

and/or the "Free Software Foundation" (fsf.org) or which is offered as "Public Domain Software".

- 11.2 "FOSS" shall only be used in technologies, services and other products (including hardware with integrated software) that are sold, licensed, transferred or otherwise made available to MAHLE or developed for MAHLE if all licence requirements of the "FOSS" used are fulfilled and all of the following conditions are complied with:
- 11.2.1 FOSS shall not be used in a way that triggers a "copyleft" effect for newly developed or pre-existing proprietary software within the scope of the commissioning. Exceptions are adaptations within pre-existing "FOSS" components and individual cases agreed in advance with MAHLE.
- 11.2.2 No "FOSS" shall be used whose licence conditions require that the user be enabled to install or run modified software on an "Embedded System", unless the supplier has been expressly notified that the software to be supplied by it will not be used on such an "Embedded System" with technical security mechanisms (such as digital signature procedures).
- 11.2.3 No "FOSS" shall be used whose licence conditions require that the user be enabled to install or run modified software on an "Embedded System". Unless the supplier has been expressly informed that the software to be supplied by the supplier will not be used on such an "Embedded System" with technical security mechanisms (such as digital signature procedure).
- 11.3 The prerequisites regulated in this clause 11 shall also apply without further notice and request by MAHLE to any software update, upgrade or any other update, regardless of the type of provision of the software (e.g. source code, binary, SaaS, container).
- 11.4 Without prejudice to any other rights of MAHLE, the supplier warrants to MAHLE that it shall comply with the requirements of this clause 11 as well as all requirements of the relevant "FOSS" licences for all "FOSS" used by it, that the contractual items do not contain any further "FOSS" and that there is no infringement of copyright provisions beyond this.
- 11.5 The supplier shall be obliged to the following in the event of non-compliance or untimely compliance with the licensing requirements of the "FOSS" used or other copyright provisions and the prerequisites and agreed assurances set out in this clause as follows:
- 11.5.1 If "FOSS" is not used in accordance with the licence in contractual items, the supplier shall immediately and at its own expense replace it with another software component whose use does not violate licence requirements or applicable copyright law.
- 11.5.2 The supplier shall compensate MAHLE for all costs, expenses and other damages incurred and resulting from non-compliance or delayed compliance.

11.6 In the event of a breach of clause 11.4, this shall constitute a material defect of the subject matter of the contract.

12. Acceptance and warranty of works

12.1 After complete completion of works provided by it in accordance with the contract, the supplier can demand their acceptance. The supplier shall notify MAHLE of the completion for this purpose. The parties shall jointly inspect the performances with regard to the works and record the result in an acceptance protocol, unless otherwise agreed. Payment of the agreed remuneration does not constitute acceptance.

12.2 The supplier shall provide the performances with regard to the works owed free of material defects. A material defect shall be deemed to exist if the work does not have the agreed quality or does not have the usual quality to be expected for works of this type or is not suitable for the contractually presupposed use or otherwise for the usual use. In the event of defects in the works owed, MAHLE shall be entitled to the statutory warranty rights without restriction according to the following:

12.3 In the event of a defect, MAHLE shall initially be entitled to demand improvement of the defect and new production at its own discretion. In both cases, the supplier shall bear all costs incurred by it or MAHLE, in particular transport, travel, labour and material costs.

12.4 If the cure fails, is unreasonable for MAHLE or impossible, or is refused by the supplier, MAHLE shall be entitled to withdraw from the contract, reduce the remuneration or remedy the defect itself or have it remedied by a third party at the supplier's expense. A prior setting of an extension of time is not required in particular in the case of particular urgency if it is no longer reasonable to set the supplier a time limit, even a short one, to remedy the defect in order to avert acute dangers or to avoid major damage.

Further warranty rights, in particular claims for damages, shall remain unaffected.

12.5 The limitation period for warranty claims is 36 months as of acceptance. For buildings or a work, the success of which consists in the provision of planning and monitoring performances for this, the statutory warranty period of five years shall apply in deviation from this. In the event of cure under the warranty, the limitation period shall start anew. The limitation periods for warranty claims shall be suspended by a notice of defects raised by MAHLE as long as the supplier has not rejected the claim. The statutory provisions on the suspension of the statute of limitations periods shall otherwise remain unaffected.

13. Property rights of third parties

- 13.1 The supplier shall design the work results free of third-party property rights. Should the rights of third parties nevertheless be infringed by the work result or its use or exploitation, this circumstance shall constitute a defect of the work.
- 13.2 If the property rights of third parties are impaired by the works rendered and/or their use, the supplier shall make all reasonable efforts to procure an unrestricted right of use for MAHLE.
- 13.3 The supplier shall indemnify MAHLE against all claims made by third parties against MAHLE due to the infringement of property rights referred to in clause 13.1 and to reimburse MAHLE for all necessary expenses in connection with the claim.
- 13.4 If the supplier considers the claim by the third party to be unjustified, it shall assume any defence against such claims at its own expense upon MAHLE's request. If the supplier assumes the defence against the asserted claims on behalf of MAHLE, the supplier shall always protect the business interests of MAHLE and keep MAHLE informed of all essential steps. The supplier shall not be entitled to conclude a settlement affecting the rights and interests of MAHLE without the express written consent of MAHLE, whereby MAHLE shall not unreasonably withhold its consent.
- 13.5 The supplier shall not be subject to the obligations under clauses 13.3 and 13.4 if it proves that it is not responsible for the infringement of the property rights.
- 13.6 Further legal claims of MAHLE shall remain unaffected.
- 13.7 Clause 12.5 shall apply accordingly to the limitation period.

14. Poor performance in service contracts

If the supplier does not properly provide the performances owed by it within the scope of a service contract, MAHLE shall be entitled to reduce the agreed remuneration by a reasonable amount. In addition, MAHLE shall be entitled to demand compensation for all damages arising as a result of the improper provision of the performances, unless the supplier is not responsible for these. Further legal claims and rights remain unaffected.

15. Auxiliary products, other materials

The supplier shall provide or deliver all auxiliary means (such as measuring devices and tools) as well as substances and materials required for the provision of the performances, unless expressly agreed otherwise.

16. Provisions

- 16.1 Insofar as MAHLE provides the supplier with tools, equipment (both tangible and intangible) or other items for the purpose of fulfilling the contract, these shall only be used to provide the contractual performances. MAHLE shall retain sole ownership thereof. The supplier shall store provided items carefully and separately from the property of third parties free of charge and shall only remove them from its premises insofar as this is recognisably necessary for MAHLE for the purpose of the contract. The Supplier is obligated to identify the items provided to any third party as “the property of Mahle” by means of signs or in any other feasible way. The supplier shall insure provided items at its own expense at least against damage by water, fire or theft and shall maintain these insurances for the duration of the provision. The supplier shall prove the existence of corresponding insurances to MAHLE upon request. The supplier shall carry out any necessary maintenance work at the usual intervals at its own expense. The supplier shall notify MAHLE immediately of any damage.
- 16.2 Clause 16.1 shall apply accordingly if tools, equipment or other items are acquired by the supplier at the expense of MAHLE. These items shall become the sole property of MAHLE.
- 16.3 Access authorisations provided to the supplier by MAHLE, in particular to IT and other systems, and the authorisation to use infrastructure, computers or licences shall end upon completion of the contract. At the same time, the supplier shall return all passes, access authorisations and corresponding items (e.g. keycards) received from the respective MAHLE company in connection with the contract. Electronic documents, information or accesses shall be destroyed, deleted or overwritten in a non-recoverable manner.

17. Confidentiality

- 17.1 The supplier shall keep secret all confidential information (such as illustrations, drawings, calculations, samples, source codes, commercial and technical details of the order, etc.) made available to it by MAHLE within the scope of the business relationship, whether in writing, verbally or in any other form. The supplier undertakes to use these exclusively for the fulfilment of the purpose of the contract as intended.
- 17.2 They shall only be disclosed to third parties with the prior written consent of MAHLE. Third parties according to this provision are also companies affiliated with the supplier.
- 17.3 The foregoing obligations shall not apply to such confidential information as the supplier can prove were
- already in the public domain at the time of the communication or became generally accessible thereafter through no fault of the supplier;

- already in its possession at the time of the communication;
- made available to it by a third party without any obligation of confidentiality and non-use, provided that such third party did not receive the information directly or indirectly from the supplier.

Furthermore, the aforementioned obligations shall not apply insofar as the confidential information must be disclosed due to statutory provisions or official or judicial orders. In this case, the supplier shall limit the disclosure to the absolutely necessary extent and inform MAHLE in advance of the disclosure.

17.4 The supplier shall oblige employees and sub-suppliers as well as subcontractors to maintain confidentiality to the same extent.

17.5 The supplier shall return all confidential information received, insofar as it is embodied, to MAHLE with all copies or, insofar as it is stored electronically, to demonstrably destroy it after completion of the contractual relationship or at MAHLE's request. The destruction shall be carried out in the safest way according to the respective state of the art, insofar as this is reasonable and possible. The supplier shall confirm the fulfilment of these obligations to MAHLE in writing at MAHLE's request. Excluded from the obligation to surrender or destroy are documents that are subject to statutory retention obligations for the duration and to the extent of the retention obligation, as well as automatically generated back-ups, whereby the supplier agrees to no longer use these.

17.6 The supplier shall only advertise the business relationship with the prior written consent of MAHLE.

18. Audit

MAHLE shall be entitled, itself or through suitable third parties commissioned by it, to check the proper provision of performances, compliance with the applicable provisions as well as the Supplier Code of Conduct and quality standards by the supplier at any time after reasonable notice and during normal business hours and, for this purpose, to carry out audits of the facilities and to inspect the documents, materials and performance results related to the contractual performances.

19. Security of information

19.1 The supplier has taken appropriate technical and organisational measures to prevent disruptions to the availability, integrity, authenticity and confidentiality of its information technology systems, components and processes as well as all information and data concerning MAHLE

and has implemented appropriate methods, standards and processes that are customary in the industry in order to prevent, identify and rectify all vulnerabilities, malware and other disruptions in the contractual performances.

- 19.2 The supplier shall comply with applicable standards such as IEC/ISO 27001, IEC 62443 and the respective state of the art. At MAHLE's request, the supplier is obliged to have a TISAX test (www.tisax.de) carried out with the TISAX test target specified by MAHLE within a reasonable period of time and to provide MAHLE with the result. Upon request, the supplier shall confirm to MAHLE the compliance with the provisions of this clause 19 by written evidence, including recognised test reports (such as SSAE-16 SOC2 Type II). The supplier shall also grant MAHLE the right, after prior notification, to inspect and review all data on business transactions between MAHLE and the supplier at the supplier's premises and to review measures regarding the security of information. MAHLE or third parties commissioned by MAHLE and obliged to maintain confidentiality shall be entitled to enter the business premises of the supplier during normal business hours for this purpose. The costs of the inspection shall be borne by the supplier if violations of the agreements made are found, unless such violations are not the fault of the supplier.
- 19.3 The supplier shall check and evaluate the safety of the contractual performances before and - in the case of continuing obligations - regularly during the provision of the contractual performances. The supplier shall document the results as is customary in the industry and make them available to MAHLE upon request. MAHLE shall be entitled, but not obligated, to comprehensively test, examine and process the contractual performances at any time for vulnerabilities, malware and other malfunctions, in particular to remove, suspend or bypass program protection devices. The supplier shall grant the respective MAHLE company the necessary rights for this. MAHLE shall be entitled to commission third parties who are obliged to maintain confidentiality to carry out these test measures. The supplier shall support the respective MAHLE company to an appropriate extent.
- 19.4 The supplier shall inform MAHLE of the office responsible for ensuring the security of information and shall store its contact details. The supplier shall immediately inform MAHLE in text form about potential or occurring disturbances of the security of information and - in close coordination with MAHLE and at its own expense - immediately initiate effective countermeasures that do not restrict the provision of the contractual performances.
- 19.5 The supplier shall impose obligations on its contractors and sub-suppliers which correspond to the obligations under this clause 19.

20. Protection of personal data; allocation of data

- 20.1 If the supplier processes personal data in the course of providing the contractual performances (Art.4 Nr. 1 EU Data Protection regulation "DPR"), it shall comply with the applicable data protection provisions, in particular process personal data exclusively for the purpose of providing the contractual performances (purpose limitation principle), ensure that its personnel only have access to the data to the extent that this is absolutely necessary, and commit its personnel in writing to data confidentiality, instruct the employees about the data protection provisions to be observed and prove this to MAHLE upon request.
- 20.2 In the event of processing of personal data by the supplier together with or on behalf of MAHLE or an affiliated company, the respective required data protection agreement shall be concluded prior to the processing of personal data by the supplier, which MAHLE shall make available for this purpose (in particular contract on joint responsibility (Art.26 DPR), commissioned processing agreement(Art. 28 DPR).
- 20.3 The supplier warrants that the processing of personal data attributable to MAHLE, a company affiliated with MAHLE or its customers shall only take place within the territory of the Federal Republic of Germany, a member state of the European Union or a contracting state of the Agreement on the European Economic Area. Deviations from this must be expressly agreed in writing between MAHLE and the supplier in advance.
- 20.4 The contractual performances shall be provided by the supplier in accordance with the requirements for data protection through technical design and through data protection-friendly default settings (Art. 25 DPR), insofar as these requirements are applicable to the contractual performances. In this case, the supplier shall provide MAHLE with the documentation of the implementation of these requirements upon request.
- 20.5 The supplier warrants that the principles for the processing of personal data (Art. 5 DPR) can be fulfilled during the intended use of the contractual performances.
- 20.6 The supplier acknowledges that all non-personal data arising at MAHLE, the supplier, the customer of MAHLE or another third party from or in connection with the use of the contractual performances are to be assigned to MAHLE, insofar as these data do not belong to the customer of MAHLE or another third party according to applicable law. The supplier shall not claim ownership or other rights to this data and in particular shall not use the data for data collection, for the creation of databases or for data analyses ("big data" purposes). The supplier's right to process or use personal and non-personal data for the performance of this contract, insofar as this is necessary for this purpose, shall remain unaffected.

21. Termination of contract

- 21.1 MAHLE shall be entitled to terminate the contract at any time without requiring a reason for termination or a notice period. In the event of such a termination by MAHLE, the supplier shall receive the agreed remuneration for the performances provided up to the time of the termination as well as for liabilities entered into with regard to advance performances / input material to an appropriate extent, insofar as the supplier can no longer release itself from these liabilities. The supplier shall have no further claims to remuneration.
- 21.2 The right of each of the parties to extraordinary termination for good cause shall remain unaffected.
- 21.3 Any notice of termination shall be in writing according to clause 24.2.
- 21.4 Insofar as MAHLE demands this, the supplier shall be obliged in the event of termination - irrespective of the reason - to transfer ownership and surrender the corresponding defect-free work result that has been achieved up to this point in time.
- 21.5 The rights to the results created up to the termination shall be transferred to MAHLE in accordance with the applicable provisions on the granting of rights of use in these GTCP Services and Works, unless otherwise agreed in writing between MAHLE and the supplier.
- 21.6 After execution of the agreed performances or premature termination of the contract, the supplier shall return the documents provided to it by MAHLE, including e.g. samples and digital data carriers as well as all items provided. This also applies to data in a cloud application, which must be handed over to MAHLE free of charge and in a suitable form after termination before they are finally to be deleted.
- 21.7 Upon termination of the contract, any access and access authorisations of the supplier to systems and business premises of MAHLE arising from the contract shall end. The supplier shall immediately return any badges, access and access authorisations received as well as corresponding items (e.g. keycards). Furthermore, the supplier shall return all documents made available to it by MAHLE, including e.g. samples and digital data carriers as well as all items provided, without being asked to do so.

22. Transfer of the contract; assignment

The supplier shall not transfer contracts in whole or in part to third parties without the prior written consent of MAHLE. The supplier shall not be entitled to assign the claims to which it is entitled to from the supply relationship with MAHLE without the written consent of MAHLE.

23. Applicable law; place of jurisdiction

- 23.1 The law of Spain shall apply exclusively. The Vienna UN Convention on the International Sale of Goods (CISG) shall not apply.
- 23.2 If the supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the business relationship between the contractual parties shall be Madrid.

24. Form

- 24.1 Insofar as these GTCP Services and Works require declarations to be made "in writing" or "in written form", the written form shall be deemed to have been complied with if the transmission is made by fax, email or any other electronic data transmission system.
- 24.2 Any notice or warning regarding the default of the other party, termination of the contract, and rescission of the contract shall be made through a registered letter or registered electronic mail system using a secure electronic signature.

Status: November 2024