

General Terms and Conditions of Purchase of the Spanish Companies of the MAHLE Group for the Purchase of Goods

1. Relevant conditions

- 1.1 The following General Terms and Conditions of Purchase for the Purchase of Goods ("**GTCP**") shall apply exclusively to contracts for the purchase of goods concluded by one of the spanish companies of the MAHLE Group ("**MAHLE**"). They apply to the same extent to the purchase of production material (for the purpose of MAHLE's own series production, in particular including raw materials, materials, assemblies, parts) as to the purchase of spare parts, tools or machines as well as other products of any kind (collectively the "**Products**").
- 1.2 Terms and conditions of the supplier that deviate from or supplement these GTCP shall not apply unless they have been expressly acknowledged by MAHLE. These GTCP shall also apply if MAHLE accepts the deliveries of the supplier without reservation in the knowledge of deviating or supplementary conditions of the supplier. All references or references by the supplier to the validity of its General Terms and Conditions are hereby expressly rejected.
- 1.3 These GTCP shall also apply to all future transactions with the supplier.

2. Conclusion of contract

If MAHLE submits an offer through the order, the supplier must 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 for the business relationship, orders shall be deemed accepted if the supplier does not reject the offer within the aforementioned period.

- 2.1 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. The employees of MAHLE are not authorized to make verbal promises that go beyond or deviate from the written contractual agreement. Changes must be documented in writing and confirmed in writing by the respective other party.
- 2.2 If the contract or the order provides for the products to be determined by delivery call-off, these delivery call-offs shall become binding two days after they have been transmitted to the supplier, unless the supplier has objected to them in writing by then.

3. Prices

- 3.1 The price stated in an order is binding. Unless otherwise agreed, the price is FCA according to Incoterms 2020 including packaging.
- 3.2 If, during the term of a contract for the delivery of products, the supplier should deliver the contractual or similar products in comparable quantities to a third party on more favorable conditions, in particular with regard to price, discounts, technology, quality, payment terms, delivery deadlines, or other conditions, the supplier shall notify MAHLE of this immediately and grant MAHLE these more favorable conditions. The new conditions apply retroactively from the time at which the supplier granted these favorable conditions to the third party.
- 3.3 Cost estimates of the supplier are not to 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 of the contract, on the 18th day of the second or on the 18th day of the third calendar month following the receipt of a proper invoice). Nevertheless, no longer than 60 days in total.
- 4.2 The invoice must be sent in electronic form to the company specified as the recipient in the purchase order. The invoice and any supporting documents to be attached must be contained in a single PDF document. The invoice must list the purchase order number, the purchase order item and the name of the purchaser (i.e., the employee who placed the order on behalf of MAHLE). Each invoice may only refer to a single order number. If these requirements are not met, MAHLE is not responsible for the resulting delays in invoice processing and payment settlement.
- 4.3 Payment by MAHLE does not constitute a waiver of the subsequent assertion of claims for defects, damages or other claims against the supplier.
- 4.4 MAHLE shall have unrestricted rights of set-off and retention as provided by law. The supplier may only be entitled to assert a right of retention or set-off against a claim of MAHLE if MAHLE has acknowledged the counterclaim of the supplier in writing or if this has been established by a non-appealable court decision.

5. Change request

- 5.1 MAHLE shall be entitled to request changes to the products at any time. The supplier is entitled to object to the change request if and insofar as the implementation of the change request is unreasonable for it. In this case, the supplier must inform MAHLE immediately,

stating reasons. In all other respects, the supplier must inform MAHLE immediately in writing of the effects of the changes on the remuneration and the time frame and submit a corresponding change offer in order to give MAHLE the opportunity to decide whether to order the services on this basis. A claim to an increased purchase price shall only exist insofar as MAHLE has expressly commissioned the changes. If no agreement is reached, MAHLE may terminate the contract extraordinarily. 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.

5.2 Without prior written consent from MAHLE to a change, the supplier is not entitled to make changes with regard to the products.

6. Performance time

6.1 Agreed deadlines and dates are binding unless expressly stated otherwise. Depending on the agreed delivery condition, the receipt of the products at the destination specified by MAHLE or the timely provision of the products for collection at the supplier's delivery plant shall be decisive for compliance with the delivery deadline.

6.2 If it is recognisable to the supplier that a delivery date agreed upon with MAHLE or an agreed upon delivery quantity cannot be met, the supplier shall inform MAHLE of this immediately, stating the reasons, the expected duration of the delay, and the effects with the measures suitable to avert them. The liability of the supplier due to delay remains unaffected.

6.3 If the supplier is in default with the delivery, MAHLE shall be entitled to demand a contractual penalty in the amount of 0.3 % of the purchase price of the delayed delivery per working day, but no more than a total of 5 % of the purchase price of the delayed delivery. 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 also remain in effect if MAHLE accepts the delayed delivery 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 partial payments, by the time of payment of the final instalment.

6.4 Early deliveries are only accepted by MAHLE after written agreement. If the supplier delivers the products earlier than the agreed delivery date, MAHLE reserves the right to return the products at the supplier's expense and risk.

If MAHLE does not return the products in the event of early delivery, the products shall be stored at the supplier's expense and risk until the agreed delivery date. In the event of early delivery, MAHLE is entitled to use the agreed delivery date as the basis for calculating the payment deadline.

7. Delivery and transfer of risk

7.1 Unless otherwise agreed, the delivery shall be made FCA (Incoterms 2020) to the place of receipt or use specified in the order. In this case, the risk shall pass to MAHLE at the time of delivery to the agreed place of receipt/use.

7.2 If, in deviation from clause **Fehler! Verweisquelle konnte nicht gefunden werden.** delivery conditions according to Incoterms 2020 are agreed, where MAHLE bears the transport costs, the transport shall be carried out by a transport company approved by MAHLE. Unless otherwise agreed, the supplier shall undertake the notification of the shipment to the transport company. If the transport company does not pick up the goods as confirmed after notification, the supplier must inform MAHLE immediately.

7.3 The supplier is obliged to enclose the corresponding delivery bills with the deliveries. All contents in accordance with the VDA 4987 standard, in particular the MAHLE order number and the supplier number, must be indicated on the delivery bills. If these requirements are not met, MAHLE is not responsible for the resulting delays in processing.

7.4 All extra trips that the supplier decides to make must be recorded by the supplier, stating the order data/information as well as the reason for the extra trip and the measures to correct these reasons, and reported to the MAHLE logistics department at the beginning of a calendar month for the previous month. The supplier must initiate the corrective measures without delay.

8. Quality and documentation

8.1 The products shall be manufactured in accordance with the current state of science and technology, taking into account all product-relevant standards and the current quality standards recognized at the time of the conclusion of the contract, with due care customary in the industry, but at least with the care of a prudent businessman. Furthermore, the supplier shall comply with the respective applicable safety regulations and information security guidelines during production and delivery.

8.2 Insofar as the supplier has received drawings, samples or other regulations or documents from MAHLE, it shall comply with all specifications resulting therefrom with regard to the design and the quality characteristics of the products. If the supplier has concerns regarding the intended type of execution, the suitability or quality of the intended materials or the preliminary services of other third parties used by MAHLE, the supplier must immediately

notify MAHLE in writing. This also applies if the supplier recognizes or must recognize that other information or requirements of MAHLE are incorrect, incomplete, ambiguous or unsuitable for execution.

- 8.3 Changes to the products, to an already approved production process or its relocation to another location require timely written notification by the supplier and the prior express consent of MAHLE in writing.
- 8.4 If the supplier delivers production material to MAHLE, the following provisions shall additionally apply, unless otherwise agreed with the supplier in individual cases.
 - 8.4.1 The supplier maintains or develops a quality management system on the basis of IATF 16949 in the currently valid version. Certificates from accredited bodies or 2nd party certifications as well as equivalent QM systems such as e.g. VDA Volume 6 Part 1 and ISO 9001 with an automotive-specific orientation can be acknowledged by MAHLE after prior review by MAHLE. The supplier shall provide MAHLE with a copy of the respective current certificate and send MAHLE a new certificate without being requested after the expiration of the validity date of the certificate. In case of revocation, MAHLE is to be informed of this immediately.
 - 8.4.2 For each case of culpable non-compliance with a requirement arising from the contract concluded in accordance with clause **Fehler! Verweisquelle konnte nicht gefunden werden.** a contractual penalty of EUR 5,000.00 shall become due.
 - 8.4.3 The initial sampling shall be carried out in accordance with VDA Volume 2 "Assuring the Quality of Deliveries" or in accordance with PPAP (AIAG) in its latest version. In addition to the initial sampling, the supplier shall enter all material data in the material database IMDS (International Material Data System; www.mdsystem.com) or CDX (for non-automotive); the released and accepted IMDS entry of all relevant material data is part of and a prerequisite for the release of the initial samples.
 - 8.4.4 Irrespective of a successful sampling according to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** the supplier shall continuously check the quality of the products. In addition, the contracting parties shall inform each other about the possibilities of further quality improvement.
 - 8.4.5 If the type and scope of the tests as well as the test equipment and test methods have not been firmly agreed between the supplier and MAHLE, MAHLE is prepared, at the supplier's request, to discuss the tests with the supplier within the scope of its knowledge, experience and possibilities in order to determine the respective required state of test technology.
 - 8.4.6 In the case of products specially marked in the technical documents or by separate agreement, the supplier must also record in special records when, in what manner and by

whom the products have been tested with regard to the features requiring documentation and what results the required quality tests have produced. The test documents must be kept for 15 years and presented to MAHLE if required. As guidance, reference is made to the VDA publication Volume 1 "Verification" in its latest version.

- 8.4.7 Insofar as authorities or customers of MAHLE demand insight into the production process and the test documents of MAHLE for the purpose of an inspection of certain requirements, the supplier agrees to grant them the same rights in its company and to provide all reasonable support, insofar as this does not violate the supplier's confidentiality obligations to third parties. Other audit rights of MAHLE according to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** remain unaffected.
- 8.4.8 The Supplier shall inform its subcontractors in accordance with the above provisions of this clause and obligate them.

9. Dangerous substances and preparations

- 9.1 For goods and materials as well as for processes which, due to laws, regulations or other provisions or due to their composition or their effect on the environment, require special treatment with regard to, among other things, transport, packaging, labeling, storage, treatment, manufacture and disposal, the legal requirements of the country of manufacture and the country of distribution must be fulfilled by the supplier.
- 9.2 In this case, the supplier shall provide MAHLE with the necessary papers and documents even before the order is confirmed. In particular, all hazardous substances and substances hazardous to water may only be delivered after submission of an EC safety data sheet and successful release by MAHLE. If, in the course of the supply relationship, the requirements according to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** the supplier shall immediately provide MAHLE with the papers and documents corresponding to the changed requirements.
- 9.3 MAHLE is entitled to return hazardous substances and substances hazardous to water, which were provided for testing purposes, to the supplier free of charge.
- 9.4 The supplier shall be liable to MAHLE for all damages resulting from the non-observance of the legal regulations existing in this respect, unless the supplier proves that it is not responsible for the violation.
- 9.5 For information purposes only and excluding any responsibility for its correctness and completeness, MAHLE provides a "Banning List/List of declaratory substances" on the MAHLE homepage (www.mahle.com).

9.6 The supplier shall ensure that the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006, OJ EU of 30.12.2006) - hereinafter referred to as "REACH" - are complied with, in particular that the pre-registration and the registration are each carried out in due time. MAHLE is in no way obligated to carry out the (pre-) registration.

Products cannot be used if the requirements of REACH are not fully and properly met.

9.7 The relevant components (heavy metals) according to the EU End of Life Vehicles Directive (ELV) must be entered into the IMDS database by the supplier at its own expense and are thus deemed to be declared.

9.8 Due to the EU End-of-Life Vehicles Directive, the supplier is obliged to ensure the following:

- (i) Preparation and transmission of a component-related concept for drainage and removal of pollutants;
- (ii) Compliance with the VDA 260 labeling standard for materials and components;
- (iii) Provision of a recycling concept for selected supplier parts after coordination with MAHLE;
- (iv) Highest possible proportion of recycled materials and use of renewable raw materials in consultation with MAHLE.

9.9 In fulfilling its contractual obligations, the Supplier must otherwise comply with all statutory and official regulations with regard to environmental protection.

9.10 The supplier shall fully indemnify MAHLE from all consequences, in particular damages of MAHLE and claims of third parties against MAHLE, resulting from the fact that the supplier has not complied with or fulfilled the above provisions, not completely or not in time, unless the supplier proves that it is not responsible for the violation.

10. Compliance with legal requirements; Supplier Code of Conduct

The supplier shall comply with the statutory and official regulations and orders applicable at the time of the execution 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 must comply with the guidelines and requirements of the MAHLE Supplier Code of Conduct, which can be accessed at <https://www.mahle.com/de/about-mahle/compliance/>, as amended from time to time, and must obligate the sub-suppliers commissioned by the supplier to comply with the principles of the MAHLE Supplier Code of Conduct. In addition, the supplier undertakes to comply with the following regulations:

- General supplier guidelines
- Supplier information
- Safety regulations for external companies,
which will be made available to the supplier.

11. Packages

- 11.1 The supplier shall comply with the requirements of the applicable packaging law.
- 11.2 The supplier shall take back used, completely empty packaging free of charge. If this is not possible, the supplier shall bear the corresponding reasonable disposal costs of MAHLE.

12. Material defects

- 12.1 The supplier undertakes to deliver the delivered products free of material defects. A material defect shall be deemed to exist if, at the time of transfer of risk, the products do not have the agreed quality or do not have the quality that is usual for items of the same type and that MAHLE can expect, taking into account the type of item and public advertising statements, or if the products are not suitable for the use presumed under the contract and the usual use. The quality according to sentence 2 includes type, quantity, quality, functionality, compatibility, interoperability and other agreed specifications. Furthermore, a material defect shall also exist if the products are not handed over with the accessories including the packaging as well as the documentation or instructions agreed between the parties or which MAHLE can expect to receive.

In the case of digital products, a defect shall also exist if updates required to maintain the contractual conformity of the digital product are not provided for the period of time for which this can be expected according to the type and purpose of the product.

A material defect shall be deemed to exist if the supplier delivers an item other than the one contractually owed.

- 12.2 MAHLE shall inspect the products delivered by the supplier upon receipt on the basis of the delivery bill for obvious identity or quantity deviations as well as externally recognisable damage, insofar as and as soon as this is feasible in the proper course of business. MAHLE shall notify the supplier immediately of any defects discovered during this inspection. The supplier otherwise waives any further incoming goods inspection at MAHLE. MAHLE shall do the inspection within 30 days and shall notify the supplier of defects
- 12.3 In the event of defects, MAHLE shall be entitled to the statutory warranty rights without limitation, subject to further provisions. In the event of defective delivery, MAHLE shall first

be entitled to demand supplementary performance, i.e., at MAHLE's discretion, either elimination of the defect or replacement delivery. In both cases, the supplier shall bear all costs incurred by the supplier or MAHLE, in particular transport, travel, labour, and material costs or costs for an incoming inspection exceeding the usual scope. The same applies to any dismantling and installation costs incurred. In the event of subsequent delivery, the supplier shall take back the defective products at its own expense.

12.4 If the subsequent performance fails, is unreasonable or impossible for MAHLE, or is refused by the supplier, MAHLE may withdraw from the contract, reduce the purchase price, or carry out the defect rectification itself or have it carried out by a third party at the supplier's expense. A prior grace period is not required in particular in cases of special urgency, in which it is not reasonable to set the supplier a grace period, albeit a short one, to avert acute dangers or to avoid major damage. Furthermore, setting a grace period is not necessary if MAHLE had to take back the product from its customer as a result of a defect or if the customer has reduced the purchase price. Further warranty rights, in particular claims for damages, shall remain unaffected.

12.5 The warranty period shall be 36 months from the date of delivery, unless otherwise stipulated below. The statutory provisions shall apply in the case of defects in products which, according to their normal use, are used for a building and cause its defectiveness. The special statutory limitation provisions in the case of supplier recourse shall remain unaffected. In the event of supplementary performance under the warranty, the limitation period shall start anew in this respect. 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 shall otherwise remain unaffected.

13. Product liability and insurance

13.1 Insofar as the products delivered by the supplier have a product fault, the supplier is obligated to indemnify MAHLE against all claims of third parties, insofar as the cause of the claim lies within the control and organisation of the supplier and the supplier itself is liable vis-à-vis the third party.

13.2 Within the scope of its indemnification obligation, the supplier shall reimburse MAHLE for expenses arising from the principles of agency without specific authorisation, which result from or in connection with a claim by third parties, including recalls carried out. MAHLE shall inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give the supplier the opportunity to comment. Insofar as a recall action or owner notification program is required to comply with a law, regulation, order, or other governmental requirement or as a safety measure, as well as in the case of other field or service actions, the supplier undertakes to reimburse MAHLE for the costs incurred

insofar as these are attributable to a product fault in the products supplied by the supplier. Further legal claims remain unaffected.

- 13.3 Insofar as MAHLE incurs costs in the cases mentioned under item in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** through the use of legal assistance or otherwise in connection with the defence against product liability claims, these shall also be borne by the supplier. If MAHLE is subject to special rules on the burden of proof in relation to the injured party, these rules on the burden of proof shall also apply to the relationship between MAHLE and the supplier, insofar as the circumstances to be proven are not attributable to MAHLE's area of responsibility.
- 13.4 Notwithstanding the provision in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** the supplier shall provide MAHLE with all necessary information and support to a reasonable extent in order to defend against the claims.
- 13.5 The supplier is obligated to take out and maintain sufficient product liability insurance to cover the risks of product liability including the recall risk. At MAHLE's request, the supplier must immediately provide proof of the conclusion of such insurance. If the supplier is not able to provide proof of the insurance policies within two weeks, MAHLE has the right to take out such insurance at the supplier's expense.

14. Property rights

- 14.1 The supplier shall deliver the products free of third party rights. Should the rights of third parties nevertheless be infringed by the product or its use or exploitation, this circumstance shall constitute a defect in the product.
- 14.2 If the property rights of third parties are impaired by the delivered products or their use, the supplier shall make all reasonable efforts to procure an unrestricted right of use for MAHLE.
- 14.3 The supplier is obligated to indemnify MAHLE from all claims that third parties may have against MAHLE due to the infringements described in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** and to reimburse MAHLE for all necessary expenses in connection with the claim.
- 14.4 If the supplier considers the claim by the third party to be unjustified, the supplier must 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 must always protect the business interests of MAHLE and keep MAHLE informed of all essential steps. The supplier is not entitled to conclude a settlement that affects the rights and interests of MAHLE without the express written consent of MAHLE, whereby MAHLE shall not unreasonably refuse the consent.

- 14.5 The obligations under clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** shall not apply to the Supplier if it proves that it is not responsible for the infringement of the property right.
- 14.6 Further legal claims of MAHLE remain unaffected.
- 14.7 The limitation period shall be governed by clause **Fehler! Verweisquelle konnte nicht gefunden werden.** accordingly.

15. Software

- 15.1 Insofar as the contract includes the delivery of software, the care and maintenance of which is assumed by the supplier, this includes the obligation to provide MAHLE with upgrades and new versions at regular intervals, but at least once a year, in order to ensure that the software is continuously maintained in a suitable and functional condition for MAHLE's purposes.
- 15.2 The supplier shall, if agreed and necessary, perform remote maintenance services on the software. For this purpose, MAHLE shall grant the supplier access to the software at MAHLE by means of remote maintenance access. During the implementation, the supplier must observe the information security guidelines of MAHLE applicable for this.
- 15.3 Insofar as the product contains standard software, the supplier grants MAHLE as well as affiliated companies of MAHLE a non-exclusive, irrevocable, permanent, transferable and sublicensable right of use to the software, which is not limited in terms of space and content. The use includes in particular the duplication of the provided standard software for its contractual use, the saving including the necessary installation on EDP systems, the loading, execution and processing of data files. The right of use includes in particular necessary actions to establish interoperability with neighbouring systems and programs.

Insofar as the product contains software that was individually developed for MAHLE, the supplier grants MAHLE as well as affiliated companies of MAHLE - subject to other provisions of the development contract - the exclusive, irrevocable, permanent, transferable and sublicensable right of use, unlimited in terms of space and content. This right of use includes, in particular, reproduction, distribution, public reproduction and making available to the public in all types of use known and unknown at the time of the conclusion of the contract, including the right to edit and further develop.

The granting of the rights of use is compensated by the agreed purchase price.

16. Free and Open Source Software ("FOSS")

- 16.1 The Supplier is generally prohibited from incorporating "Free Software" or "Open Source Software", i.e. software that can regularly be obtained free of charge and open source ("FOSS"), into software solutions and developments for the purpose of fulfilling the contract. This shall also apply if their license and use provisions expressly permit the use of such FOSS for the software solutions and developments both in original, modified, derived or other form.
- 16.2 The use of FOSS may be permitted in individual cases by way of exception if the supplier (i) requests the use of a FOSS in writing to MAHLE, (ii) submits the associated license and usage conditions, (iii) explains the reasons (benefits/advantages) for the use of FOSS and (iv) MAHLE consents in writing to the use of this FOSS for the performance of the contract.
- 16.3 Use of FOSS without the prior written consent of MAHLE constitutes a breach of a material contractual obligation. In the event of a breach, this constitutes a significant defect in the product.

17. Transfer of ownership

Insofar as MAHLE accepts a retention of title by the supplier in individual cases, ownership of the products shall pass to MAHLE at the latest upon full payment of the purchase price for the products. Any extended or expanded retention of title by the supplier to delivered products is excluded.

18. Provisions

- 18.1 Insofar as MAHLE provides the supplier with tools, operating resources (both tangible and intangible) or other objects for the purpose of fulfilling the contract, these may only be used to provide the contractual services. MAHLE retains sole ownership of them. The supplier shall store provided items carefully and separately from the property of third parties free of charge and may only remove them from its premises insofar as this is recognizably necessary 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 is obligated to insure provided items at its own expense at least against damage by water, fire or theft and to maintain these insurances for the duration of the provision. The supplier shall provide MAHLE with proof of the existence of corresponding insurances upon request. The supplier shall carry out any necessary maintenance work at the usual intervals at its own expense. The supplier must notify MAHLE immediately of any damage.

- 18.2 Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** shall apply accordingly if tools, operating resources or other items are acquired by the supplier at MAHLE's expense. These items shall become the sole property of MAHLE.
- 18.3 Insofar as MAHLE provides the supplier with raw materials or other material for its manufacturing of products, the processing/working, the conversion or installation, or the forming shall be carried out by the supplier for MAHLE. If these items are processed together with other items that are not the property of MAHLE, MAHLE shall acquire co-ownership of the new product in the ratio of the value of the items provided by MAHLE (purchase price plus VAT) to the other processed items at the time of processing.
- 18.4 If the items provided by MAHLE are inseparably combined, mixed, or blended with other items that are not the property of MAHLE, MAHLE shall acquire co-ownership of the new product in the ratio of the value of the items provided by MAHLE (purchase price plus VAT) to the other combined, mixed, or blended items at the time of the combination, mixing, or blending. Insofar as the combination, mixing or blending takes place in such a way that the items of the supplier are to be considered the main item, it is agreed that the supplier shall transfer the co-ownership to MAHLE on a pro-rata basis; the supplier shall store and keep MAHLE's sole property or MAHLE's co-ownership in safe custody without additional remuneration for MAHLE.

19. Confidentiality

- 19.1 The supplier undertakes to keep secret all confidential information (such as illustrations, drawings, calculations, samples, source codes, commercial and technical details of the order, etc.) made accessible 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.
- 19.2 They may only be disclosed to third parties with the prior written consent of MAHLE. Third parties according to this regulation are also companies affiliated with the supplier.
- 19.3 The foregoing obligations shall not apply to such Confidential Information that the supplier can prove were
- already generally accessible at the time of notification or became generally accessible thereafter through no fault of its own;
 - already in its possession at the time of notification;
 - made available to it by third parties without any obligation of confidentiality and non-use, it being understood that such third parties have not received the information directly or indirectly from the supplier.

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

- 19.4 The supplier shall oblige employees and subcontractors to maintain confidentiality to the same extent.
- 19.5 The supplier undertakes to 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 termination of the supply relationship or at MAHLE's request. Destruction shall be carried out in the safest manner possible according to the respective state of the art, insofar as this is reasonable and possible. The supplier must confirm the fulfilment of the above 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 undertakes to no longer use these.
- 19.6 The supplier may only advertise the business relationship with the prior written consent of MAHLE.

20. Spare parts supply

The supplier undertakes to ensure a supply of spare parts for the intended service life of the end products for which the products are to be used. The minimum period is 15 years after the end of series production of the products ("EOP"). During the current series and up to 5 years after EOP, spare parts shall be supplied at the respective valid or the last valid series price.

At the latest at the end of the spare parts delivery obligation, MAHLE has the right to order a final stock, at least at the last valid conditions. The supplier shall notify MAHLE in good time, at least 12 months before the end of the spare parts delivery obligation, of the end of the spare parts delivery obligation and the last opportunity to place final orders/(delivery schedule) call-offs with the supplier resulting thereof.

21. Subcontractor

The use of subcontractors for the performance of the contractually owed services is only permitted with the prior written consent of MAHLE. Insofar as the supplier may 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 services are imposed on the subcontractor in full.

22. Contract termination

22.1 In the case of long-term contracts for the delivery of goods, first and foremost the provisions of the respective contract shall apply with regard to the term and termination. In addition and subordinate, unless otherwise agreed, the following provisions shall apply.

22.2 In cases in which the customer of MAHLE, for whose products the production materials to be supplied by the supplier were intended, freely or extraordinarily terminates its order without this being caused by MAHLE's own culpable conduct alone, as well as in cases in which the customer changes the contract, MAHLE shall be entitled, without prejudice to further statutory rights of termination, to demand to demand negotiations about an adjustment of the contract within 30 days. If no agreement/adjustment is found, MAHLE has the right to terminate with 30 days notice period.

Unless otherwise agreed, the following liability levels apply:

- (i) The quantity determined for the month following the order (month 1) is considered as bindingly ordered.
- (ii) The quantity ordered for the next month (month 2) entitles the supplier to procure input material. If this quantity is not subsequently accepted by MAHLE, the supplier is entitled to invoice the procured input material to MAHLE, whereby MAHLE can demand delivery of the input material. Quantities manufactured and materials procured in excess of this shall be exclusively at the risk and for the account of the supplier.

22.3 The right of each of the parties to terminate the contract without notice for good cause shall remain unaffected.

22.4 Any notice of termination must be in writing according to clause 28.2.

22.5 Upon termination of the contract, the supplier shall, without being requested to do so, return all documents provided to it by MAHLE, including e.g. samples and digital data carriers, as well as all items provided.

23. Information Security

23.1 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 customary in the industry to prevent, identify, and eliminate all vulnerabilities, malware, and other disruptions in the contractual performances.

- 23.2 The supplier shall comply with applicable standards such as IEC/ISO 27001, IEC 62443 and the respective state of the art. At the request of MAHLE, the supplier is obligated to have a TISAX test (www.tisax.de) performed within a reasonable period of time with the TISAX test target specified by MAHLE and to provide MAHLE with the result. Upon request, the supplier shall confirm MAHLE's compliance with the provisions of this clause **Fehler! Verweisquelle konnte nicht gefunden werden.** by providing written evidence, including recognized test reports (such as SSAE-16 SOC2 Type II). The supplier also grants MAHLE the right, after prior notification, to inspect and review all data regarding business transactions between MAHLE and the supplier at the supplier's premises and to review information security measures. MAHLE or third parties commissioned by MAHLE and obligated to maintain confidentiality may 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.
- 23.3 The supplier shall check and evaluate the safety of the contractual performances before and - in the case of continuing obligations - regularly during the performance 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 is 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, disable, or bypass program protection devices. The supplier shall grant the respective MAHLE company the necessary rights for this. MAHLE is entitled to commission third parties who are obligated to maintain secrecy to carry out these test measures. The supplier shall support the respective MAHLE company to an appropriate extent.
- 23.4 The supplier shall inform MAHLE of the office responsible for ensuring information security and shall store its contact details. The supplier shall immediately inform MAHLE in text form about potential or occurred disturbances of the information security 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.
- 23.5 The Supplier shall impose obligations on its contractors and subcontractors that correspond to the obligations under this clause **Fehler! Verweisquelle konnte nicht gefunden werden..**

24. Protection of personal data; allocation of data

- 24.1 If the supplier processes personal data in the course of providing the contractual performances, the supplier shall observe 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 obligate its personnel in writing to maintain data confidentiality, instruct the employees about the data protection provisions to be observed, and prove this to MAHLE upon request.

- 24.2 In the event of processing of personal data by the supplier together with or on behalf of MAHLE or a company affiliated with MAHLE, the respective required data protection agreement must be concluded - prior to processing of personal data by the supplier - which MAHLE will provide for this purpose (in particular contract on joint responsibility pursuant to Art. 26 EU Data Protection Regulation ("DPR") and order processing agreement according to Art. 28 DPR.
- 24.3 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.
- 24.4 The contractual performances shall be provided by the supplier in accordance with the requirements for data protection through technology 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.
- 24.5 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.
- 24.6 The supplier acknowledges that all non-personal data arising at MAHLE, the supplier, the customer of MAHLE or any other third party from or in connection with the use of the contractual performances are to be attributed to MAHLE, insofar as these data do not belong to the customer of MAHLE or any other third party according to applicable law. The supplier shall not claim ownership or other rights to this data and shall in particular not use the data for data collection, for the creation of databases or for data analyses ("big data" purposes). The right of the Supplier to process or use personal and non-personal data for the fulfilment of this contract, insofar as this is necessary for this purpose, shall remain unaffected.

25. Audit

MAHLE is entitled, itself or through suitable third parties commissioned by it, to check the proper fulfilment of the contractual obligations, compliance with the applicable provisions as well as the Supplier Code of Conduct and the applicable quality standards by the supplier at any time after reasonable notice and during normal business hours and, for this

purpose, to conduct audits of the facilities in which the supplier manufactures the products and to inspect documents and materials related to the contractual performances.

26. Transfer of the contract; assignment

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

27. Applicable law, place of jurisdiction

27.1 The law of Spain shall apply exclusively. The Vienna UN Convention on the International Sale of Goods (CISG) shall not apply.

27.2 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 partners shall be Madrid.

28. Form

28.1 Insofar as declarations are to be made "in writing" or "in written form" in accordance with these GPC, 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.

28.2 Notices or warnings 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.

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