

General Terms and Conditions of Purchase of DUNLOP TECH GmbH ("D-Tech")

1. General provisions

a) These General Terms and Conditions of Purchase ("GTCP") apply exclusively to companies (§ 14 German Civil Code (BGB)). They apply to all current and future business relationships between D-Tech and its contractual partners, suppliers or companies ("Supplier").

b) By accepting and executing an order and/or a purchase order, the Supplier recognizes these GPC in the version valid at the time of the order. The GPC can be accessed at any time on the D-Tech website at www.dunloptech.com/aeb/?lang=en. Conflicting and/or deviating General Terms and Conditions ("GTC") of the Supplier are not recognized and do not become part of the contract, unless their validity is agreed to in writing by D-Tech upon conclusion of the contract. The acceptance of a delivery or service of the Supplier by D-Tech does not mean consent to the Supplier's GTC. Even a silence on an order confirmation of the Supplier with contradictory declarations of the Supplier does not represent a corresponding agreement.

2. Conclusion of contract

a) All agreements and orders must be in writing to be binding. No verbal collateral agreements have been made. Evidence to the contrary is not excluded by this.

b) D-Tech places its order on an order form. D-Tech is bound to its order for a period of two weeks (acceptance period). If the Supplier does not accept D-Tech's order within this period, a contract has not been concluded, even if a corresponding declaration of acceptance is received after the expiry of this period. The date of the order is decisive for determining the two-week acceptance period.

c) The order confirmation by the Supplier must be made in such a way that the Supplier returns the order form duplicate signed by him to D-Tech within the acceptance period and the duplicate is received by D-Tech within the acceptance period.

d) If the Supplier submits an offer, the Supplier is bound to his offer for a period of four weeks from the date of the offer. D-Tech must accept the Supplier's offer within this period. If D-Tech does not send an acceptance of the offer to the Supplier within this period, a contract has not been concluded.

e) The Supplier is obliged to point out any deviations from the order in his order confirmation. In the event of a change, a contract is only concluded if D-Tech expressly agrees to these changes. Subsequent changes and/or additions to the order are invalid if there is no express agreement from D-Tech. Verbal additions, amendments or other agreements to the order must be made in writing to be binding.

f) The drawings, plans and statistical calculations submitted by D-Tech for the execution of the delivery must be checked by the Supplier without delay. If execution documents are missing or there are concerns about their correctness, D-Tech must be informed immediately.

g) Drawings, plans, statistical calculations and other documents provided to the Supplier by D-Tech remain the property of D-Tech and may not be used for other purposes, reproduced or made accessible to third parties, just like the drawings, plans, samples, templates etc. produced by the Supplier according to special instructions from D-Tech. Drawings, plans, samples etc. together with copies and reproductions are to be returned to D-Tech by the Supplier without request and costs after delivery has been made or if delivery is not made.

3. Delivery

a) The contractually agreed delivery dates/delivery periods are binding for the Supplier. Delivery call-offs shall become binding if the Supplier does not object to the dates set within two weeks of receipt of the delivery call-off.

b) In the event of non-compliance with the agreed delivery dates/delivery deadlines or the delivery call-off dates, D-Tech can claim damages for delay in accordance with the statutory provisions. In the event of a delay for which the Supplier is responsible, D-Tech is further entitled, after setting a reasonable grace period, to refuse acceptance of the service and to demand compensation for non-fulfilment or to withdraw from the contract. If the Supplier is not responsible for non-compliance with the delivery dates/delivery deadlines or the delivery call-off dates, D-Tech can reject the Supplier's performance after setting a reasonable grace period and withdraw from the contract. The acceptance of a delayed delivery or service does not constitute a waiver of further claims arising from the delay.

c) The Supplier must, as a matter of principle, fulfil the order himself. Performance by third parties requires the written consent of D-Tech.

d) Unless otherwise agreed, delivery shall be made irrespective of the mode of dispatch and exclusively at the Supplier's risk. The Supplier has to choose the most favorable mode of dispatch for D-Tech. If the goods are dangerous goods, they must be declared accordingly; documents must be enclosed with the delivery.

e) Goods must be packed in such a way that damage during transport and loading is avoided. Packaging materials are only to be used to the extent necessary to fulfil the intended purpose. The Supplier's take-back obligations, also with regard to transport and product packaging, shall be governed by the statutory provisions. The Supplier assures that all packaging is legally licensed and registered with an appropriate system provider and that the charges for this are paid in full and properly.

f) If the Supplier culpably exceeds a delivery date or a delivery period despite having been granted a grace period, he shall pay a contractual penalty of 0.2% of the net contract amount for each day that the grace period is exceeded, but not more than 5% of the total net contract amount in total. Claims for damages that exceed the contractual penalty remain unaffected by this. However, the contractual penalty shall be offset against any claim for damages.

4. Prices

The agreed prices are fixed prices and apply to the entire order, including delivery on call. Unless otherwise agreed, the prices shall include transport, insurance, customs duties and packaging. Changes to the agreed prices are also excluded in the event of subsequent cost increases, unless expressly agreed otherwise in writing when the order is placed.

5. Payments

a) Due invoices can only be processed by D-Tech if they fulfil the legal requirements, in particular the German VAT Act (UStG), and contain the order number shown in the order as well as the details and/or documents agreed with the order. The Supplier is responsible for all consequences arising from non-compliance with this obligation. In the absence of the aforementioned information and/or documents, the Supplier is not authorized to assert the claim in question against D-Tech.

b) Unless otherwise agreed in writing, payment of the purchase price is due 30 days after delivery and transfer of ownership of the goods, receipt of a verifiable invoice and receipt of all contractually required documents. Payment shall be made non-cash to the Supplier's business account. For this purpose, the Supplier must provide appropriate bank details. This shall also apply to changes to the bank details. In the case of agreed instalments, payment shall not be due until the last delivery. This shall not apply to successive delivery contracts.

c) D-Tech is entitled to offsetting and retention rights to the legal extent. Offsetting and retention rights of the Supplier only apply insofar as these are undisputed or have been legally established. D-Tech is entitled to reduce invoice amounts by the value of returned goods and any expenses and claims for damages. The assignment of claims of the Supplier against D-Tech to third parties is only effective with the written consent of D-Tech. In order to put D-Tech in default, a written reminder is required in any case.

6. Force majeure; cancellation

a) Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information immediately within reasonable limits and to adapt their obligations to the changed circumstances in good faith.

b) D-Tech is released from the obligation to accept the ordered delivery in whole or in part and is entitled to withdraw from the contract if the delivery has become unusable for D-Tech due to the delay caused by force majeure.

c) D-Tech is entitled to withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, insolvency proceedings are opened or the opening is rejected for lack of assets. A right of cancellation for D-Tech also exists if individual enforcement measures are carried out against the Supplier. The statutory cancellation regulations shall otherwise remain unaffected.

7. Warranty

a) The Supplier shall provide D-Tech with a warranty within the framework of the statutory provisions, unless otherwise stated in these GPC. The Supplier is liable for the existence of the contractually warranted characteristics.

b) D-Tech must notify the Supplier of defects in the delivered goods within ten days of receipt of the goods, insofar as they can be detected during inspection in the ordinary course of business. In case of hidden defects that were not recognizable during such an inspection, the statutory limitation period for damages, warranty and compensation claims only begins from the time the defect becomes known. Dispatch of the notice of defects to the Supplier shall suffice to meet the deadline.

c) In the case of delivery of defective goods, D-Tech is entitled to demand subsequent improvement or replacement delivery. If the rectification or replacement delivery fails, D-Tech may, at its discretion, assert claims for cancellation or reduction, if the Supplier is responsible for the defect, claim damages for non-performance.

d) Optionally, D-Tech reserves the right, in the event of failure of the repair/replacement delivery, to carry out rework on the damaged or otherwise defective goods itself or to have it carried out by a third party and to demand reimbursement of the necessary expenses from the Supplier. In cases of rectification or replacement delivery of defective goods, the warranty periods shall be suspended from

the time of notification of the defect until the time when the goods can be used again. Regarding the direct costs arising from the repair or replacement delivery, the supplier shall bear the costs of the replacement delivery including dispatch, the costs of dismantling and installation and the costs of providing materials and personnel.

e) For delivery items whose handling is not generally known, assembly and operating instructions must be sent with the delivery of the goods. If the Supplier culpably fails to do so, he shall also be liable for defects caused by improper operation.

f) If the same goods are repeatedly delivered incorrectly, D-Tech is also entitled to withdraw from the contract for the unfulfilled scope of delivery after a written warning if the delivery is again incorrect. The Supplier guarantees the proper supply of spare parts for his goods for a period of at least twelve years.

8. Liability

a) The Supplier is liable within the framework of the statutory provisions.

b) The Supplier exempts D-Tech from liability towards third parties due to product defects and defects whose characteristics have an impact on the environment. The provisions of the Product Liability Act remain unaffected. This also applies to legal costs and for the costs incurred by measures of damage prevention, which D-Tech takes at its own dutiful discretion.

9. Reservation of title

a) D-Tech does not recognize clauses in the general terms and conditions of the Supplier, through which an extended or prolonged retention of title is agreed. The agreement of such a retention of title requires the written consent of D-Tech.

b) If the Supplier has reserved the ownership of the delivery item and D-Tech has agreed to the retention of title in writing, the retention of title only extends to the delivered item transferred under retention of title. The retention of title expires by combining, mixing and processing the item delivered under retention of title.

c) The Supplier is not authorized to demand or take away the item delivered under retention of title in the event of default of payment by D-Tech without having withdrawn from the contract.

10. Industrial property rights

The Supplier is liable for claims arising from the infringement of industrial property rights and applications for industrial property rights when the delivery items are used in accordance with the contract. The Supplier indemnifies D-Tech and its customers from all claims based on an infringement of third-party rights by the Supplier's delivery or service.

11. Confidentiality

During the term of the contract and for a period of two years thereafter, the Supplier is obliged to treat all non-public and technical details that become known to him through the business relationship as

business secrets. Documents and devices made available to the Supplier by D-Tech, in particular drawings, models, templates, samples, tools and other means of production remain the property of D-Tech. The aforementioned documents and devices as well as other confidential information from D-Tech may only be handed over to third parties, made accessible in any other way or used for deliveries to third parties with the prior consent of D-Tech.

12. Return of data

The Supplier is obliged to return or destroy all written or otherwise recorded information, files, storage media, etc. (including copies and samples made) received from D-Tech immediately upon request after the end of the co-operation, with the exception of copies that the Supplier keeps for the purpose of proving the content and course of the co-operation.

13. Final provisions

a) Should any provision of these GPC and the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.

b) The contractual relationship and related legal disputes shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

c) The place of fulfilment is Hanau. The place of jurisdiction for disputes arising from or in connection with the contractual relationship between D-Tech and the supplier is Hanau.

Status: 01.03.2024