

# Purchasing Conditions

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Document Owner: PARS / Legal Department



## Purchasing Conditions Pankl Racing Systems AG („PANKL“), Industriestraße West 4, A-8605 Kapfenberg, including all PANKL-Affiliates (based on § 15 AktG), July 2023

### 1. General Terms / Scope

- 1.1 The legal relationship between the SUPPLIER and PANKL in connection with the delivery of goods and / or services shall be determined by the following general terms and conditions ("Purchasing Conditions") only except deviating agreements were concluded with SUPPLIER in writing. Any individual agreements concluded between SUPPLIER and PANKL have priority to these Purchasing Conditions.
- 1.2 Contravening or differing terms and conditions (in particular general terms and conditions or sales conditions) of the SUPPLIER shall not be applicable, even if PANKL has not explicitly contradicted them in individual cases. The Purchasing Conditions apply also in cases, where PANKL accepted the deliveries and / or services by the SUPPLIER unreservedly and / or paid for such deliveries and / or services, even if PANKL was aware of SUPPLIER's contravening or differing terms and conditions.
- 1.3 The Purchasing Conditions also apply for all future orders of PANKL and until PANKL issues new purchasing conditions, even if PANKL does not make reference to the Purchasing Conditions in each order.
- 1.4 These Purchasing Conditions shall apply for business relationships of the SUPPLIER with any company of the PANKL Group (any related company based on § 15 AktG), regardless of the fact, with which of the PANKL Group companies the SUPPLIER has agreed upon the application of these Purchasing Conditions.
- 1.5 SUPPLIER undertakes to comply with the PANKL Code of Conduct in its current version (available at: [pankl.com/en/code-of-conduct/](http://pankl.com/en/code-of-conduct/)) and also to oblige its sub-suppliers/subcontractors to comply with the principles and requirements defined in the PANKL Code of Conduct. PANKL reserves the right to verify compliance with the Code of Conduct.

### 2. Conclusion of the Contract / Orders and Acceptance / Changes and Amendments

- 2.1 Supply contracts, orders and acceptances, order releases and other transactions, as well as any changes and amendments thereof have to be made in writing. Orders and order releases may also be issued by electronic data-transfer.
- 2.2 Non-written agreements made prior to, at or after the conclusion of the contract, especially subsequent amendments or changes of the Purchasing Conditions (including this in writing provision-clause), as well as any kind of ancillary or collateral agreements are subject to the written confirmation of PANKL.
- 2.3 Cost estimates and offers of SUPPLIER are legally binding and costs for such estimates shall not be reimbursed by PANKL, unless otherwise agreed in writing.
- 2.4 If SUPPLIER does not accept PANKL's order within fourteen days after its receipt, PANKL has the right to cancel its order. Order releases or call-offs become binding no later than 7 days after receipt except SUPPLIER objects during this time period.
- 2.5 To the extent reasonably acceptable for SUPPLIER, PANKL may request from SUPPLIER changes of the ordered products and / or services especially but not exclusively with regards to amounts, time and place of delivery, quality, specifications, drawings, design, construction and packaging. The impact of these change requests, especially with respect to additional costs or the reduction of costs and to delivery dates, are to be resolved in an appropriate and mutually agreeable manner. SUPPLIER undertakes to suggest to PANKL modifications of the delivery goods / services which SUPPLIER considers required or useful based on expertise or any legal or otherwise binding regulations. Any changes made by the SUPPLIER are subject to the prior written approval of PANKL.

### 3. Product Price and Payment Terms and Conditions

- 3.1 SUPPLIER shall fill in the prices for the products into the copy of PANKL's order and shall return the copy to PANKL in cases where the prices are not determined at the time of PANKL's order. A valid contract shall only come into force, if PANKL accepts the delivery price in writing. All additional charges (customs, packaging, transport, insurance) have to be stated separately in the SUPPLIER's offer and shall be borne by the SUPPLIER (except the applicable value added tax (VAT)), unless otherwise agreed in writing. Any increase of the product price including additional charges is subject to the prior written approval of PANKL.
- 3.2 Unless the parties have agreed otherwise in writing, PANKL shall pay the product price after the receipt of the appropriate invoice within 14 days following the delivery minus 3% cash discount or net within 90 days following the delivery.
- 3.3 PANKL shall be entitled to retain payment or to charge back any executed payment until the contract is fulfilled in an orderly manner.
- 3.4 PANKL is entitled to exercise a setoff even if the own receivable is not yet due or is denominated in a foreign currency. PANKL is entitled to set off a due receivable which PANKL or any of its group companies (based on § 15 AktG) have against SUPPLIER or any of its group companies (based on § 15 AktG).
- 3.5 SUPPLIER shall notify PANKL immediately if its bank details change. Any such change must be confirmed by PANKL in writing.

### 4. Delivery Dates, Passing of Risk, Transport

- 4.1 The delivery dates and terms as defined in the order or the order releases are binding.
- 4.2 Delivery to PANKL shall be made DDP Incoterms 2020 to PANKL or to the place named by PANKL, unless different delivery terms are agreed in writing. In case of DDP deliveries or in case PANKL agrees to bear the transportation costs, PANKL shall have the right to change the delivery term from DDP to FCA Incoterms 2020. If PANKL changes to FCA, the transportation costs shall be deducted from the delivery price. If PANKL bears the transportation costs, SUPPLIER shall choose the commercially most common and suitable ways and modes for transport and packaging, unless PANKL uses its right to determine itself the transportation and packaging ways and modes.
- 4.3 For agreed DDP deliveries, delivery dates shall be considered fulfilled ("receipt"), if all of the delivery goods and the dispatch documents were received by PANKL or at the destination defined by PANKL including, at PANKL's discretion, their assembly or installation, operating manuals or documentation, training and commissioning. This shall explicitly also apply if FCA is agreed. SUPPLIER shall then make the delivery goods available in time for loading and dispatch taking into consideration customary dispatch and transport times.
- 4.4 In case of contracts where the amount of the products to be delivered have to be determined by a respective release order of PANKL, PANKL shall define the amount of the single order in its sole discretion and also the date of the deliveries. Any notifications of SUPPLIER by PANKL concerning the estimated amounts of delivery will not bind PANKL to issue the respective release orders. Release orders may also be issued by electronic data transfer according to the standards applicable in the automotive and / or aerospace industries.
- 4.5 In case SUPPLIER delivers more or less products than ordered, as well as in case of an early delivery of goods and / or services, PANKL reserves the right to reject and return the delivery at SUPPLIER's expense or to amend the invoice accordingly.
- 4.6 PANKL's acceptance of delivery goods and / or services following an incoming goods inspection shall not, in any way, be considered a waiver, exclusion or restriction of PANKL's rights with regards to any deviations, defects or other consequences which are discovered or cause impacts at a later point in time.

### 5. Delayed Delivery

- 5.1 If SUPPLIER is in delay, PANKL shall be entitled to demand performance and to claim the damage caused by the delay or may, at the end of a reasonable grace period, terminate the agreement and claim damages due to non-performance. In both cases damages contain, among other things, loss of profit, expenses from business interruption, production and other downtimes, special transportation and other damages. In addition, regardless of fault, SUPPLIER shall pay PANKL an amount of 0.5% of the delayed order value

as a contracting penalty for each calendar day of delay. The maximum amount of the contracting penalty is limited to an amount equaling 10% of the delayed order value. In case of a payment of compensation by SUPPLIER, the already paid contracting penalty shall be set off against the payment of damages.

- 5.2 SUPPLIER shall notify PANKL immediately as soon as SUPPLIER becomes aware of a potential delay in the delivery of goods and / or services stating the reasons and the anticipated time of delay. PANKL's unreserved acceptance and or payment of delayed goods and / or services shall not be considered a waiver for damages.

### 6. Force Majeure

- 6.1 Both parties shall be released from compliance with performance duties in cases of events beyond their influence and / or control for the time period during which the event prevails. Beyond one's control shall be deemed to be events, which were not caused by and are outside the influence of the violating party. Such events contain Acts of God, governmental or administrative actions, embargos, natural catastrophes, epidemics, pandemics and other non-foreseeable, inevitable events.
- 6.2 Both parties shall define if and what quantities of goods / services which were delayed due to an event in accordance with item 6.1 lasting more than 30 days shall be delivered after this period in mutual agreement best serving the interests of both parties. PANKL shall have the right after duration of an event in accordance with item 6.1 of more than 30 days to cancel orders or terminate the whole contract and / or order the goods / services for the time of event according to item 6.1 from another supplier. In such case, SUPPLIER shall pay any additional cost to PANKL.
- 6.3 Supply shortages or delayed deliveries of sub-suppliers of SUPPLIER shall never count as an event in accordance with item 6.1.

### 7. Sub-suppliers / Subcontractors

- SUPPLIER shall only appoint sub-suppliers / subcontractors with the written approval of PANKL. SUPPLIER shall require any sub-suppliers / subcontractors to comply with all duties and obligations in these Purchase Conditions as well as in any other contract concluded between PANKL and SUPPLIER, including all confidentiality undertakings. SUPPLIER shall be liable to PANKL for any acts or defaults of its sub-suppliers / subcontractors in the same way as for its own acts or defaults regardless of PANKL's approval. SUPPLIER shall fully indemnify PANKL in this respect. By appointing sub-suppliers / subcontractors, SUPPLIER shall not be released from its obligations to perform the delivery of goods and / or services or from its liabilities against PANKL due to contractual relationships.

### 8. Notice of Defects

- PANKL carries out incoming goods inspections only with regards to visually visible defects and deviations in terms of quantities and identities. PANKL shall notify such defects and deviations as soon as possible but in any way no later than 7 days after detection. Punctual sending of the notice shall be sufficient for observance of the deadline. PANKL shall notify SUPPLIER of any other defects or deviations of the delivered goods / services within 7 working days after such defects have been detected within the proper course of business. To this extent, SUPPLIER shall forfeit any rights that the notification of the defects is delayed. Payment of the price shall not be considered as the acceptance by PANKL of the defective products.

### 9. Warranty

- 9.1 SUPPLIER shall provide a comprehensive warranty for itself, its subcontractors and sub-suppliers for the complete and flawless execution of order and delivery calls, in particular, for the usually assumed and, if need be, assured product properties according to patterns, samples and public statements. SUPPLIER assumes full responsibility for the observance of all relevant legal provisions and regulations for the deliveries and / or services applicable at the place of destination. Furthermore, SUPPLIER assures that the design (as far as it is the object of agreement), finish, functionality and manufacturing technology of the delivery item and / or services correspond to the respectively applicable provisions and the state-of-the-art level of science and technology and that only first-class materials in appropriate quality, suitable for the respective purpose were used.
- 9.2 Unless these Purchasing Conditions state otherwise, the applicable law concerning defects or non-performance shall apply. Deviations from the agreed product specifications shall be considered as a material non-performance of SUPPLIER's obligations, except if PANKL is able to remedy the defect without any noticeable effort. SUPPLIER's liability is not affected by PANKL's approval of technical documents and / or calculations.
- 9.3 PANKL has the right to choose the type of supplementary performance. SUPPLIER undertakes to carry out multi shift operations, pay overtime or production hourly rates to remedy defects if this is required for PANKL due to urgent operational reasons and is reasonable for SUPPLIER. PANKL is not required to tolerate more than one (1) attempt of substitute performance or to rectify defects. If SUPPLIER delivers goods / services defective repeatedly, PANKL shall be entitled to terminate all delivery contracts with SUPPLIER.
- 9.4 In case SUPPLIER does not immediately rectify the defect in accordance with item 9.3 after being requested by PANKL or in urgent circumstances, PANKL has the right to perform the rectification work itself or by a third party, especially to avoid more damage or in the event of imminent danger. The respective rectification costs and risks shall be borne by SUPPLIER. PANKL may also demand a price reduction or the rescission of the contract and return the delivered goods / services to SUPPLIER at its expenses and risks. Furthermore, SUPPLIER shall bear additional rectification costs arising out of or in connection with the defects, especially costs for transport, assembly and disassembly, administrative costs, etc. on PANKL's level as well as on the level of PANKL customers, their customers, and end customers as well as all other costs in connection with the remedy of the defect. Statutory or other contractual claims arising out of or in connection with the supply of defective products remain unaffected.
- 9.5 Unless otherwise agreed in writing, the warranty period shall be 42 (forty two) months. The warranty period starts with the handing over of the final product in which SUPPLIER's products are included to the end user and ends at the latest 48 (forty eight) months after delivery in accordance with item 4.3 to PANKL or to a third party named by PANKL. In case the product is subject to a formal acceptance test, the warranty period shall commence upon the acceptance by PANKL. If the acceptance test is delayed without any fault of SUPPLIER, the warranty period commences at the latest 12 (twelve) months after the SUPPLIER has provided the product for the acceptance test.
- 9.6 For those parts of the defective product which could not be used during the inspection of the defective product or the rectification work, the respective warranty period shall be prolonged by the period of such non-usability.
- 9.7 In cases of the delivery of replacement parts or in cases a repaired part shows the same defects, or a defect is the consequence of the repair, the respective warranty period shall commence again.
- 9.8 Any claims which already exist at the commencement of the warranty period or which come into existence during the warranty period shall be subject to a warranty period in accordance with the statutory warranty period.
- 9.9 All other PANKL claims (in particular claims for damages) due to breach of contract or other obligations remain unaffected.

### 10. Product Liability / Recall

- 10.1 Product liability is irrespective of fault and cannot be restricted or excluded between the liable party and the damaged party in advance. As far as PANKL is subject to a claim based on product liability, the SUPPLIER is obliged to hold PANKL harmless and shall indemnify PANKL of all claims brought by third parties, as far as such claims have been caused by a defect of the product delivered by SUPPLIER. If the defect is the fault of SUPPLIER, it shall be subject to the burden of proof.

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10.2 SUPPLIER shall hold PANKL harmless and shall indemnify PANKL for any costs and expenses including legal fees and recall expenses in case PANKL is required to pay damages to a damaged party irrespective whether as result of a final ruling, a settlement or otherwise.

10.3. SUPPLIER shall immediately notify PANKL of any defects and / or recognizable safety hazards which may lead to danger to health and life when the good is used.

10.4. If the delivery good of SUPPLIER is unsafe or dangerous or is the reason for a PANKL product in which it is included to be unsafe or dangerous, SUPPLIER shall after a request by PANKL immediately notify its view on the matter. If PANKL consequently recalls its products, no matter whether required by authorities or voluntarily, SUPPLIER shall hold PANKL harmless and indemnify PANKL for any expenses resulting from the recall. This shall not apply if SUPPLIER can prove that the respective delivery goods are not unsafe in accordance with product safety rules and were not the reason for the adopted measure.

## 11. Insurance

11.1 SUPPLIER undertakes to uphold business liability insurance and product liability insurance cover with adequate sums insured for each personal injury / material damage which is reasonable given the order volume.

11.2. On PANKL's request, SUPPLIER shall provide comprehensive appropriate documentation on insurance cover.

11.3. SUPPLIER shall notify PANKL immediately in writing of any changes in insurance matters, especially when insurance cover is lost, or sums insured reduced. Otherwise, the mandatory law shall be applicable.

## 12. Performance of Work

Persons and third parties engaged by SUPPLIER for the performance of its obligation under the respective contract and which will be physically present at PANKL's premises or at premises of third parties named by PANKL, the respective work regulations of PANKL or such third parties named by PANKL shall be complied with. SUPPLIER shall make sure that all health and safety regulations and all accident prevention rules are complied with by any person who acts for SUPPLIER. SUPPLIER undertakes to provide appropriate equipment if such is needed for the performance of SUPPLIER's duties and to instruct and train the persons involved in using such equipment in a professional manner. PANKL shall not be liable for any accidents of persons who act for SUPPLIER on PANKL premises or premises named by PANKL except such accidents are caused by wilful misconduct or gross negligence of PANKL's legal representatives or persons acting for PANKL.

## 13. Retention of Title and PANKL Materials

13.1 PANKL has the right to sell the product within the ordinary course of business, however, without accepting any "extended" retention of title as well as any other form of retention of title. SUPPLIER is obliged to inform PANKL immediately about any rights third parties might have concerning the product. This also applies for any potential assignment of receivables by SUPPLIER to third parties with respect to the products.

13.2 PANKL shall remain the owner of any materials, parts, containers and / or special packaging provided by it to SUPPLIER. These items shall only be used in accordance with the agreed terms of use. The processing of such items and the assembling will be carried out on behalf of PANKL. PANKL shall become co-owner of products which are comprised of PANKL's materials and parts. The proportion of the co-ownership shall be the proportion of the value of PANKL's items compared to the value of the product. The items provided by PANKL shall be stored by SUPPLIER.

## 14. Assignment, Setoff, Right of Retention

14.1 The SUPPLIER is not entitled to assign in part or entirely his contractual rights (including receivables) to third parties or to allow third parties to collect receivables without the prior written approval of PANKL. In case the SUPPLIER assigns his receivables against PANKL without PANKL's approval, PANKL is still entitled to pay the respective amounts to SUPPLIER.

14.2 The SUPPLIER has only the right of setoff and retention if such rights are undisputed or confirmed by a legally enforceable judgment. The right of retention must furthermore be based on the same contractual relationship.

## 15. Tooling and Packaging

15.1 PANKL reserves its title of ownership to the tooling if provided by PANKL or a third party named by PANKL to SUPPLIER. In case the tooling is manufactured by SUPPLIER or a third party engaged by SUPPLIER, PANKL shall acquire the ownership upon paying 100% of the tooling cost. In all other cases, PANKL shall become co-owner in proportion of the agreed tooling price and the payment it has made so far. In case the tooling remains on the premises of SUPPLIER, transfer of actual possession to PANKL shall be replaced by SUPPLIER borrowing the tools from PANKL. The SUPPLIER is obliged to use the tooling exclusively for the manufacturing of the products for PANKL and the delivery to PANKL. The SUPPLIER is obliged to mark all tooling in a way that the ownership of PANKL or third parties named by PANKL is properly visible.

15.2 SUPPLIER is obliged to insure at its own expense all PANKL or named third party owned tooling to the extent of the original value against property damage. The SUPPLIER herewith assigns to PANKL all claims based on such insurances. PANKL herewith accepts the assignment.

15.3 SUPPLIER is obliged to carry out all necessary and required maintenance and inspection work concerning the tooling as well as the necessary repair work including the procurement of replacement parts at its own expense, in a timely manner. The risk of accidental loss of the tooling on the premises of SUPPLIER shall be borne by SUPPLIER. SUPPLIER shall immediately inform PANKL of any incidents regarding the tooling as soon as such events have occurred.

In case of suspension of delivery or services, or any case of non-performance or the initiation of insolvency proceedings against the property of SUPPLIER, the actual insolvency of the SUPPLIER, or the termination of the supply contract by PANKL, PANKL shall have the right to reclaim the tooling after paying the outstanding tooling costs, if any. The SUPPLIER has neither the right of retention nor any other right to keep the tooling.

In case SUPPLIER has mandated a third party to manufacture the tooling or in case such tooling remains at the premises of such third parties to produce the product or parts thereof, SUPPLIER is obliged to conclude an agreement with this third party that grants PANKL the same rights towards the tooling as stated in this item 15, in case the tooling is fully paid. SUPPLIER assigns its claims regarding the tooling against third parties, as well as other claims concerning the tooling to PANKL, as far as PANKL paid the price of the tooling to SUPPLIER or to the third party.

15.4 As far as payments of the SUPPLIER to third parties concerning the tooling are not fully made by SUPPLIER and in case of the termination of the contract between SUPPLIER and PANKL, the commencement of insolvency proceedings against SUPPLIER and in case of the insolvency of the SUPPLIER, PANKL has the right to pay the outstanding tooling costs directly to the third parties instead of paying it to SUPPLIER. In such an event, SUPPLIER herewith assigns all claims, including title of ownership, it might have against the third party to PANKL concerning the tooling. The SUPPLIER herewith accepts such an assignment.

15.5 SUPPLIER shall be not allowed to relocate the tooling without the prior written consent of PANKL.

15.6 Items 15.1 to 15.5 shall also apply for the period of spare parts supplies according to item 18. Item 15.3 shall also apply accordingly for any packaging material paid by PANKL.

## 16. Industrial Property Rights of Third Parties / Background-Foreground Rights, Knowhow

16.1 SUPPLIER is obliged to indemnify PANKL against all third-party claims arising out of or in connection with the delivery of the product or the performance of SUPPLIER's contractual obligations concerning the

infringement of industrial property rights of such third parties and shall reimburse PANKL for all costs and expenses PANKL might incur with respect to such an infringement. SUPPLIER shall at its own expense deliver all required entitlements (licenses) to PANKL. Both parties inform each other immediately regarding any property right violations and associated risks.

16.2 Clause 16.1 shall not apply if SUPPLIER has manufactured the product in accordance with drawings, models or similar descriptions or information that were provided by PANKL and SUPPLIER does not know or was unable to know that industrial property rights of third parties will be infringed.

16.3 SUPPLIER shall inform PANKL about the prior or current use of any published or unpublished industrial property rights which are owned by it or licensed to it relating to the products.

16.4 SUPPLIER herewith transfers the results of its development work made in connection with the development of the product including industrial property rights to the exclusive ownership of PANKL, as far as PANKL ordered the development work. As far as PANKL did not pay for the development work, SUPPLIER grants herewith PANKL a non-exclusive, timely and geographically unrestricted, irrevocable, assignable, and sub-licensable right-of-use (license), free of charge, which also includes the right to any kind of use, duplication and amendment of industrial property rights of any kind.

16.5 The SUPPLIER herewith grants PANKL a non-exclusive, assignable, sub-licensable, timely and geographically unrestricted and irrevocable right of use (license), free of charge concerning the knowhow, and / or industrial property rights of SUPPLIER which existed prior to the contractual relationship with PANKL in order to enable PANKL to use the result of the development work as described in clause 16.4.

16.6 The application for registration and the assertion of industrial property rights concerning development work paid by PANKL being the result of the co-operation between SUPPLIER and PANKL shall be made solely by PANKL. Inventions made by employees of SUPPLIER during the term of the contractual relationship resulting from their activities must be claimed by SUPPLIER accordingly. In case the development work is not paid by PANKL, SUPPLIER shall have the right to apply for registration. However, PANKL shall be at least entitled to a right of use in accordance with item 15.4. Any remuneration employees are legally entitled to for making their invention shall be paid by either PANKL or SUPPLIER depending on who is the employer of these employees. Otherwise, mandatory law shall be applicable.

16.7 The above-mentioned rights of PANKL remain with PANKL even if the respective contract with SUPPLIER is terminated. These rights of PANKL relate to all development results and partial results at the time of the termination.

## 17. Hazardous Goods and Materials / Notification

17.1 Together with the offer, SUPPLIER shall deliver to PANKL a duly completed material safety data sheet in accordance with Chapter 14 of the "Regulation on Hazardous Goods and Materials" and an accident procedure sheet (transport) concerning all materials (substances, their contents) and objects (goods, parts, technical equipment; uncleaned packages) that might cause perils for life and health of humans, the environment or for any objects based on the materials' nature, their characteristics, or their physical condition and, therefore, require, subject to the relevant provisions, a special treatment concerning packaging, transport, storage, access, and waste management. In case of any changes of the materials or the legal provisions, SUPPLIER shall deliver to PANKL an updated data sheet. SUPPLIER is obliged to deliver to PANKL annually and unrequested, a valid "long-term supplier's declaration" which contains the product number and the code number (index of goods, external trade statistics).

17.2 If SUPPLIER offers a product to PANKL, which PANKL has already received by SUPPLIER, SUPPLIER shall notify PANKL unrequested of any changes from the specification of the same product before, irrespective of any other information requirements.

17.3 SUPPLIER shall provide PANKL with all information required and relevant for the assessment whether the safety and health of end consumers of the products might be affected. The following information shall be provided:

- The attributes of the product including its content, packaging, assembly instructions, installation, maintenance and terms-of-use.
- The impact on other products, if the use together with these other products can be expected.
- The presentation, marketing, warning notices, instructions for use and recycling information as well as other product-related information.
- Any kind of group of end users which might be exposed to a greater risk than others if they use the product.

17.4 SUPPLIER shall make available to PANKL the information required for the registration in accordance with the European Union Regulation 1907/2006 regarding the registration, evaluation, authorization and restriction of chemicals ("REACH") and, if already registered, the respective registration confirmations. This shall also apply to information and / or registration confirmations regarding the Council Directive 67/548/EEC on the standardization of laws, regulations and administrative provisions relating to the classification, packaging and labeling of dangerous substances ("Directive 67/548/EEC"). SUPPLIER shall comply with its duties and obligations under REACH and / or Directive 67/548/EEC. SUPPLIER shall procure that its sub-suppliers and all other suppliers in the supply chain, including the original producer, are being bound in accordance with this clause.

17.5 SUPPLIER is obliged to observe and comply with all applicable export, import and transit regulations especially considering the further use of the delivered good and its final destination (e.g. ITAR, EAR). SUPPLIER shall apply for any required approvals and licenses in a timely manner.

## 18. Quality Management and Documentation

18.1 Concerning the delivery of the product and / or performance of services, SUPPLIER shall apply the latest state-of-the-art and comply with any applicable safety requirements, safety measures generally applicable in the automotive industry (e.g. VDA-standards) and in the aerospace industry as well as all provisions under applicable mandatory law (e.g. "Used-Car Automotive Directive", Consumer Goods Regulation, "FCKW-Halogen-Directive", REACH Directive, Conflict Minerals Directive, RoHS Directive, the EU-Directives from 18/9/2000 and 27/6/2002, regarding the ban of "heavy metals" (2000/53/EG and 2002/525/EG), the agreed technical data and any other legally or otherwise binding regulations and specifications. SUPPLIER is fully responsible to PANKL without any restrictions for the quality of its manufactured or delivered goods including any deliveries and / or services of sub-suppliers or subcontractors in accordance with any legal other otherwise binding regulations.

18.2 SUPPLIER has to establish and proof a process-oriented quality-management-system (minimum standard: ISO 9001 and a minimum standard of EN 9100 in the aerospace sector, however, a ISO/TS 16949 certification shall be aspired; as well as a NADCAP certification for special processes). PANKL reserves the right to audit the efficiency of SUPPLIER's quality-management system at any time on SUPPLIER's premises. Such audit shall not apply to areas for which SUPPLIER can prove that it has legitimate confidentiality interests. For initial sampling of automotive parts, SUPPLIER agrees to comply with the VDA-volume 2 "Quality Assurance for Supplies" and EN/AS 9102 for aerospace components in their latest versions. Serial production shall only commence if PANKL has fully completed its initial sampling and approved the samples in writing. Independent of such an acceptance, the SUPPLIER shall always verify the quality of the products by itself and shall perform outgoing product inspections. In case, the automotive- or aerospace manufacturer requires different or additional standards, SUPPLIER and PANKL shall introduce such based on mutual agreement.

18.3 Drawings, CAD-data, specifications, descriptions etc., attached or referenced to in the order, shall be binding for SUPPLIER. SUPPLIER is obliged to examine them for any kind of discrepancies. In case SUPPLIER detects actual or assumes potential discrepancies, SUPPLIER shall immediately inform PANKL in writing. If SUPPLIER does not immediately inform PANKL, SUPPLIER cannot claim that such discrepancies exist at a later stage. The SUPPLIER is solely responsible for drawings, plans and calculations made by SUPPLIER even if approved by PANKL. Upon the delivery of tooling or equipment

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- to PANKL, SUPPLIER shall also deliver documentation concerning the handling, service, maintenance, and repair, no later than at the time of the delivery. SUPPLIER shall be responsible for CE-labeling.
- 18.4. SUPPLIER in the aerospace business is obliged to prevent the use and delivery of counterfeit or suspect counterfeit products in any reasonable manner and to take measures to prevent, detect and eliminate foreign objects (FOD).
- 18.5. Concerning special automotive or aerospace parts which are marked in the technical documents or by separate agreements as parts subject to documentation requirements, SUPPLIER is obliged to record when, how and by whom such parts were examined with regards to their characteristics requiring special documentation and the results of such required quality tests. The records and the documentation of the results must be properly kept and maintained for 15 years for automotive parts, 7 years for motor racing parts and 40 years for aerospace parts. On PANKL's request, SUPPLIER shall disclose such documentation. The VDA volume 1 ("Documentation and Archiving") in its latest version shall serve as a guide and hence becomes a component of this contract, which SUPPLIER shall comply with. SUPPLIER shall also oblige its sub-suppliers and subcontractors as far as legally possible.
- 18.6. If rule-setting authorities or organisations dealing with automotive or aerospace safety or emission standards or similar matters (e.g. NAAs, EASA), request to inspect the respective production processes and examination documentation of PANKL, SUPPLIER shall, at the request of PANKL, grant them the identical rights PANKL has towards SUPPLIER and shall support them in any reasonable manner.
- 18.7. SUPPLIER is obliged to forward to PANKL all required declarations about the customs origin of the products in a timely fashion. SUPPLIER shall be liable for any disadvantages incurred by PANKL due to the improper or delayed delivery of a supplier declaration unless SUPPLIER is not at fault. On PANKL's demand SUPPLIER shall proof its statements regarding the goods origin by presenting the appropriate customs certificate.
- 19. Spare Parts**
- 19.1. SUPPLIER is obliged to supply the product for 15 years after the end of serial production by the automotive or aerospace manufacturer. If the products cannot be produced anymore at economically reasonable cost, SUPPLIER shall supply a substitute.
- 19.2. The spare parts shall be priced using the last price valid for serial production delivery for a period of one year after the end of serial production and shall then be re-assessed based on a cost analysis for the extended delivery period according to item 19.1.
- 20. Transfer and Use of Implementation Tools**
- 20.1. Samples, models, drawings or other documents that were made by SUPPLIER in accordance with instructions provided by PANKL (Order Related Implementation Tools) shall become the property of PANKL upon payment by PANKL. Effective upon payment, SUPPLIER borrows these documents from PANKL.
- 20.2. Samples, models, drawings, or other documents provided to SUPPLIER by PANKL (Supplied Implementation Tools) shall remain the property of PANKL.
- 20.3. Both Order Related and Supplied Implementation Tools shall only be used by SUPPLIER to process PANKL orders or execute deliveries to PANKL. Without the prior written approval of PANKL, access of third parties to such implementation tools shall be prohibited and they shall not be used by SUPPLIER for deliveries or services to third parties. SUPPLIER shall label such implementation tools appropriately, shall store them in a careful manner, free of charge at its risk and shall return them to PANKL at PANKL's request at any time. SUPPLIER shall not invoke any retention rights unless such rights are contractually agreed between the parties.
- 21. Changes of the product and other changes**
- SUPPLIER shall be not allowed to change the product including any changes to its specifications, its design and / or the materials, the production processes and / or the production locations without the prior written consent of PANKL.
- 22. Contract Termination**
- 22.1. With serious cause, contracts between the parties can be terminated without notice with immediate effect. In particular, PANKL shall have the right to terminate without notice with immediate effect in the following cases:
- Competitor of PANKL acquires or invests in SUPPLIER or its assets.
  - SUPPLIER does not comply with delivery or performance dates repeatedly.
  - PANKL customers or end customers file complaints repeatedly.
  - SUPPLIER's application for insolvency or similar proceedings is dismissed due to lack of assets, SUPPLIER fulfills the criteria that such proceedings shall be initiated or dismissed.
  - SUPPLIER seriously violates these Purchasing Conditions, PANKL's Code of Conduct or separate written agreements between the parties (e.g. NDA, QAA).
  - SUPPLIER causes matters which undermine PANKL's orderly planned or existing production processes or their preparations.
- 22.2. SUPPLIER shall not have any claims if contract is terminated due to the reasons listed in item 22.1.
- 22.3. SUPPLIER shall not have any ordinary termination rights.
- 23. Confidentiality**
- 23.1. SUPPLIER is obliged to keep strictly confidential all information disclosed by PANKL or the companies affiliated to PANKL within the meaning of § 15 AktG and to treat them as business and trade secrets and to ensure that third parties do not have access to such information. This does not apply for information for which SUPPLIER can prove, that it:
- (a) is publicly available,
  - (b) is provided to SUPPLIER by a third party which was entitled to provide such information and which was not subject to a confidentiality obligation,
  - (c) was already known to SUPPLIER prior to the receipt of the information.
- 23.2. SUPPLIER is obliged to immediately inform PANKL as soon as it gets aware that third parties gained access to confidential information or in case such confidential information had been destroyed or is lost.
- 23.3. SUPPLIER agrees not to make use of the confidential information outside the scope of its relationship with PANKL without the prior written approval of PANKL except there is a different regulation in a separate agreement.
- 23.4. This confidentiality obligation applies to all persons engaged by SUPPLIER independent of their contractual relationship with SUPPLIER. SUPPLIER undertakes to notify all such persons and to oblige them appropriately. SUPPLIER shall keep the number of such persons as small as possible in the interest to protect confidential information.
- 23.5. This confidentiality and restriction of use obligation applies during the term of the business relationship and for a period of 5 years thereafter.
- 23.6. If SUPPLIER and PANKL concluded a separate confidentiality agreement, the terms of such agreement shall take precedence over this item 23.
- 24. Data Protection and Information Security**
- 24.1. SUPPLIER undertakes to take notice and to comply with the most recent version of any data protection regulations, especially the rules of the EU-GDPR, as far as applicable to SUPPLIER.
- 24.2. SUPPLIER undertakes to educate and train all employees and sub-suppliers / subcontractors with regards to the relevant data protection regulations and to appropriately oblige them to data confidentiality. SUPPLIER undertakes specially to take measures to assure data protection through privacy by design and privacy settings by default.

- 24.3. SUPPLIER undertakes to support PANKL in any events relevant for data protection in connection with deliveries and / or services applying these Purchasing Conditions. If SUPPLIER handles personal data of PANKL as processor, it shall do so exclusively based on PANKL's instructions and shall conclude a separate data processing agreement in accordance with Article 28, Paragraph 3 of the EU-GDPR.
- 24.4. SUPPLIER assures explicitly to implement and maintain appropriate technical, organizational, and other protective measures to safeguard orderly protection of all PANKL's information and data. This includes among other things that SUPPLIER shall not transfer any confidential information which SUPPLIER receives by PANKL to any laptop computer or any portable storage media, which can be removed from SUPPLIER's premises, except such data is encrypted and such data is stored on the portable storage media only to allow safeguarding of such data outside SUPPLIER's premises.
- 24.5. SUPPLIER shall use reasonable efforts to prevent the loss or theft of passwords as well as the unauthorized access or use of PANKL's data or information. SUPPLIER shall notify PANKL immediately about any type of password loss or theft or any type of unauthorized access or use of PANKL's data or information. SUPPLIER shall utilize protective measures and physical security procedures with regards to access and privacy of PANKL's confidential information and data, which at least represent the industry standard for such premises and which assure appropriate technical and organizational protection against unintended or unlawful loss or modification, unauthorized disclosure or access of PANKL's confidential information or data. SUPPLIER assures that it utilizes processes and security procedures to keep its information systems free from viruses and similar defaults.
- 24.6. SUPPLIER undertakes to notify PANKL immediately, but in any case, within 24 hours after detection, of any cybersecurity event relating to PANKL's information or data. SUPPLIER shall provide to PANKL any relevant information in this respect and shall make any reasonable efforts to restrict any adverse impacts and to minimize as much as possible the risk of the occurrence of future cybersecurity events.
- 24.7. SUPPLIER shall hold harmless and indemnify PANKL with regards to any liability, especially losses and damages due to information or cybersecurity events within SUPPLIER's information systems. Late payments caused by a cybersecurity event at SUPPLIER's systems which refer to SUPPLIER's deliveries and / or services shall not constitute a default in payment.
- 24.8. PANKL shall be entitled to demand evidence regarding the operation of an information security system which provides a security level which is adequate for the type of data or its protection need. Where appropriate, PANKL shall have the right to audit the compliance with the required security level on site after appropriate prior notice.
- 25. Goods Labeling and Advertisement**
- 25.1. SUPPLIER shall label the delivery goods based on PANKL's instructions. PANKL and SUPPLIER shall regulate the use and the specific form of SUPPLIER's brand or logo in a separate agreement. SUPPLIER shall not deliver goods with PANKL labelling to unauthorized third parties. This shall also apply to any type of packaging.
- 25.2. Unless otherwise defined in a separate agreement, SUPPLIER shall not use the business relationship with PANKL or any customers of PANKL for promotional purposes and shall not use PANKL's names, logos, brands, features, product descriptions or logotypes.
- 26. General Provisions**
- 26.1. In case SUPPLIER ceases to make payments or applies for insolvency or non-judicial settlement proceedings or other judicial proceedings, PANKL shall be entitled to rescind the respective contract with respect to the part not yet fulfilled.
- 26.2. If one or more of the provisions of this Agreement are or become invalid, ineffective, or unenforceable, the other provisions of this Agreement will remain valid, effective and in force. Invalid, ineffective, or unenforceable provisions shall be deemed to be replaced by such valid, effective, and enforceable provisions in such a way that the new provisions which come closest to the economic intent of the invalid, ineffective or unenforceable provisions.
- 26.3. The place of SUPPLIER's performance is the place to which the product shall be delivered to according to the order.
- 26.4. PANKL's competent court shall have the exclusive jurisdiction for all disputes arising out of or in connection with this business relationship. PANKL has the right but not the obligation to choose any other jurisdiction which would otherwise be the competent court under applicable law. For all companies of the PANKL Group with their registered seats outside Austria it is agreed that the competent court for the respective company seat shall be the competent court for any legal disputes.
- 26.5. The laws of the Federal Republic of Austria excluding its conflict of law provisions shall exclusively apply, unless otherwise agreed in writing. The application of laws on the international sale of goods, especially the Convention of the United Nations of 11.04.1980 on Contracts regarding the International Sale of Goods (CISG) is hereby excluded. Companies of the PANKL Group with their registered seats outside Austria shall have the right to opt for the exclusive application of the law at their registered seat instead of Austrian law.
- 26.6. These Purchasing Conditions are drawn up in the German language and were then translated into the English and Slovak languages. The English and Slovak versions are only intended for better comprehensibility. The German version shall be relevant for the interpretation of terms and phrases. The interpretation rules of the Austrian General Civil Code (ABGB) shall be applied. In case of discrepancies between the three versions, the German version shall prevail.