

1. Relevant Regulations

The legal relationships between MANN+HUMMEL (UK) Limited and the Supplier are subject to the following terms and conditions and any other written agreements. Changes and amendments must be made in writing. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by our company.

We hereby expressly exclude and object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions and hereby expressly exclude any terms or conditions of sale submitted at any time by the Supplier. Any failure by us to challenge any such conditions of sale does not imply acceptance.

Apart from these Terms and Conditions of Purchasing, the quality assurance agreement, the terms of use for the supplier portal and the management manual shall also apply and form an integral part of the agreement.

Our rights under these Terms and Conditions are in addition to the statutory terms implied in our favour by the Supply of Goods Act 1979 (as amended from time to time) and any other law or statute.

In performing its obligations under these Terms and Conditions, and in particular in making deliveries, the Supplier shall comply with all applicable laws in the United Kingdom or the relevant country in which the delivery is being made.

2. Ordering and Order Confirmation

2.1 Contracts, orders, agreements or changes must be made in writing in order to be binding. The written form shall also be deemed complied with if an order is made by fax, email or data transmission (EDI, Web EDI). Signing on our part shall not be required. Deviations from agreements and our orders shall be effective only with our prior written approval.

2.2 Acceptance of our order must be confirmed in writing, with indication of our complete order data. If the Supplier fails to accept the order within 10 days as of receipt, we shall be entitled to cancel the order.

2.3 The Supplier's execution or commencement of work pursuant to any order or any delivery pursuant to the order or acceptance of any progress payment constitutes acceptance of the order and these conditions by the Supplier where acceptance has not previously been communicated to us.

2.4 The Supplier shall be obligated to change the structure and design of the delivery item within the scope of what is reasonable. The effects, in particular as to extra costs and reduced costs, and the delivery dates must be mutually agreed.

2.5 Unless otherwise agreed, the Supplier's cost estimates shall be binding and free of charge. All prices quoted are fixed fully inclusive of all duties and delivery charges and are not subject to escalation or addition.

3. Delivery Dates / Delay in Delivery

3.1 The agreed-upon delivery dates and deadlines shall be binding and time shall be of the essence in relation to such delivery. The date of receipt of the goods at the location specified in our order shall be decisive for compliance with the delivery date or deadline. If home delivery has not been agreed, the Supplier must provide the goods in due time by taking into account the usual time for loading and shipping.

The Supplier shall be responsible for notifying the carrier specified in our order. If a carrier other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.

3.2 If the Supplier cannot comply with the agreed-upon deadlines for delivery for whatever reason, he must immediately notify us in writing.

3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default of these terms and conditions without the delivery of the reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.

In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to terminate the contract, or to demand compensation for the damages incurred. The Supplier shall reimburse us for any and all extra costs incurred as a result of delayed delivery.

3.4 In the event of a deviation from the agreed delivery and packaging provisions, or in the event of early delivery or excess delivery we shall be entitled to claim additional expenditure for logistics in form of liquidated damages in the amount of £ 100.00 (notwithstanding our right to prove even higher damages in individual cases).

The Supplier shall be entitled to prove in any event that we have not incurred any or that we have incurred less damages.

3.5 Acceptance of a delayed delivery or service by us does not imply waiver of our right to claim for damages.

4. Delivery / Shipping

4.1 Each shipment must be accompanied by a delivery note including our complete order data.

4.2 The Supplier shall furnish immediately and at its own cost the proof of origin that we may request (such as supplier declarations, movement certificates) with all necessary information and provide it immediately and free of charge in the duly signed form.

4.3 Unless otherwise agreed, deliveries shall be made to their destinations free of freight charges and packaging costs (DDU - according to Incoterms 2000). In that case, the risk shall pass onto the buyer at the time of delivery at the agreed-upon destination.

4.4 Without prejudice to any right of rejection which may accrue to us and unless otherwise stated in the order, title to the goods comprising the delivery shall pass to us upon the occurrence of the earlier of the date of delivery of the order (whether or not such goods have been accepted by us) or payment of the relevant invoice in respect of such delivery.

5. Invoices / Payment Terms

5.1 When issuing invoices, the invoices must include our complete order data (order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment and we shall be relieved of any obligation to pay such invoice until the non-compliance is corrected. Depending on the buyer, invoices shall be sent to the following billing address: "MANN+HUMMEL (UK) LTD., Accounting, Hilton Cross Business Park, Cannock Road, Featherstone, Wolverhampton, WV107QZ, United Kingdom."

We reserve the right to return invoices with incomplete or inaccurate order data or with inaccurate or incomplete billing address to the Supplier. All invoices must be submitted in pounds sterling.

5.2 Unless a special arrangement has been made payment shall be made by way of money transfer after 60 days net as of the day of receipt of the goods, but no earlier than as the invoice date.

5.3 In case of acceptance of early deliveries, the date of receipt shall depend on the agreed-upon delivery date.

5.4 We reserve the right to verify and acknowledge deliveries and invoices. In case of faulty or incorrect delivery we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment of our order by the Supplier.

5.5 Without our prior written approval the Supplier shall not be entitled to assign the claims that he has against us or to have his receivables collected by third parties. Should the Supplier assign such claims to a third party without our approval, such assignment shall nevertheless be valid. We shall be free to decide, however, whether we will make payment with discharging effect to the Supplier or to such third party.

6. Supplier's Master Data

6.1 The prerequisite for entering into a business relationship with a Supplier is that such Supplier has a DUNS number. An order can only be placed with Suppliers who, at the time of ordering, are registered with our supplier portal with their DUNS number.

6.2 The master data of our Suppliers is managed through the supplier portal at <https://b2b.mann-hummel.com>. The Supplier shall undertake to keep his data in the portal complete and up to date. The Supplier shall undertake to verify his datasets at least once per year.

7. Force Majeure

7.1 Force majeure, wars, natural disasters, official measures (such as confiscation, ban on exports) and other unforeseeable, inevitable and serious events shall release the contractual parties from their duties for the duration of the disturbance and to the extent of their effect. The contractual parties shall be obligated to immediately provide all necessary information within the scope of what is reasonable and shall each adapt their obligations in good faith to the changed circumstances.

7.2 Should such event of Force majeure last longer than two months, the contractual parties may terminate the agreement (or the yet unfulfilled contractual obligations) or terminate the agreement without notice.

8. Notice of Defects

We shall promptly notify the Supplier in writing of any defects in delivery as soon as we become aware of such defects in our proper course of business, and the Supplier shall waive any defense it may have of late notice of defects.

9. Defects of Quality

9.1 Warranty claims for parts intended for automobiles or commercial vehicles shall expire within 24 months as of first-time registration of the vehicle or installation of the spare part, but no later than after 30 months as of delivery to us. For all other parts and delivery items, the warranty claims shall expire after 24 months as of delivery to our customers, unless other periods have been expressly agreed by us in writing.

9.2 As regards quantity and quality, delivery must comply with the agreed-upon terms and conditions, the intended use, our quality requirements, the relevant environmental provisions, the ISO standards applicable on the day of delivery,

state-of-the-art technology, the accident prevention regulations of the relevant provisions and directives issued by the authorities and industrial associations as well as with all legal provisions and regulations.

9.3 In case of any defects of delivery, including the absence of an agreed-upon property, the Supplier shall at our own option and notwithstanding our other legal remedies – either promptly remove the defect free of charge or deliver replacement parts that are free of defects (incl. in each case the necessary expenses), or to grant a reasonable discount. Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may terminate the contract and return the goods to the Supplier at latter's own risk and cost. Moreover, the Supplier shall perform reasonable analyses and corrections to remove the cause of the defect in order to prevent such defect from reoccurring.

In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs incurred in this connection shall be borne by the Supplier.

9.4 Should the Supplier repeatedly deliver defective goods or should he repeatedly provide defective services, we shall be entitled, after a written warning, to terminate the contract even in respect of deliveries that have not yet been made if the Supplier continues to make defective deliveries or provide defective services.

9.5 In addition, the Supplier shall reimburse any and all pertinent costs for repairs or for the replacement of defective goods (incl. transportation, handling, sorting, installation, demounting, material, and labor costs). For each handling of a warranty case, the Supplier shall be obligated – insofar as he is responsible for the defect – to pay liquidated damages in the amount of £ 100.00 (notwithstanding our right to claim higher damages in individual cases). The Supplier shall be entitled to prove in any event that we have not incurred any or that we have incurred less damages.

9.6 Should we assume any obligation vis-à-vis our customers in our capacity as supplier, which obligation would result in a longer or further liability for defects or warranty, the Supplier shall be obligated to have such regulation also apply for himself after prior written notification and as of the time of such notification.

10. Liability

10.1 Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier. In principle, liability for damages shall only apply if the Supplier, his representatives or his assistants and vicarious agents are responsible for the damage. Liability for damages shall be excluded in as far as we have effectively limited liability vis-à-vis our customer. We strive to agree on limitations of liability also for the benefit of the Supplier to the extent permitted by law.

10.2 If claims are asserted against us by third parties based on liability regardless of negligence or fault, the Supplier shall indemnify us against such liability if he is predominantly responsible for the damage caused suffered or incurred..

11. Product Liability

11.1 If claims are asserted against us based on product liability, the Supplier shall indemnify us and hold us harmless in full against any such claims, liabilities, losses, damages costs and expenses (including any legal fees and costs of litigation) incurred or suffered by us if and insofar as the damage was caused by a defective delivery item.

- 11.2 In case of a product recall due to a defective product delivered by the Supplier, we shall notify the Supplier to give him the opportunity to agree with us on the procedure and performance of the recall, unless prior notification of the Supplier is impossible because of the urgency of the matter. The Supplier shall bear the cost of the recall if and insofar as such recall is the result of any defective item delivered by the Supplier and shall indemnify us in full from any and all costs, liabilities, claims and expenses incurred or suffered by us as a result of the product recall.
- 11.3 The Supplier undertakes to take out and maintain the necessary product liability insurance, which also covers any recall costs. At our request, the Supplier shall provide written evidence that he has taken out such insurance by submitting a copy of the current insurance certificate.
- 12. Quality, Environment and Documentation**
- 12.1 When making deliveries, the Supplier must comply with all applicable laws in the United Kingdom and the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item.
Changes to the delivery item or to an already approved production process, or its relocation to a different place, shall require written notification in due time by the Supplier and our prior written consent.
- 12.2 The following regulations shall apply for the delivery of production material. Changes to these regulations in individual cases must be made in writing.
- 12.3 The Supplier shall maintain or develop a quality management system based on a current, valid version of ISO/TS 16949 in the version as applicable from time to time. Certificates from an accredited office or second-party certification and equal QM systems, such as VDA Volume 6, Part 1, may be approved after prior review on our part. The Supplier shall provide us with a copy of the current certificate, and after expiry of the validity date of such certificate shall send us a new certificate with further request. The Supplier must promptly notify us if the certificate is revoked.
- 12.4 Prototyping will be performed in accordance with "Quality Assurance of Supplies" (VDA Document, Volume 2) and/or according to PPAP (QS 9000), in their most current versions. In addition to prototyping, the Supplier must enter all material data in the material database IMDS (International Material Data System: <http://www.mdsystem.com>); the approved and accepted IMDS entry of all relevant material data is part of and prerequisite for approval of the prototypes.
- 12.5 Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The parties must keep each other informed of the possibilities of further quality improvement.
- 12.6 The Supplier shall comply with any and all environmental protection laws applicable to him. According to generally accepted rules, continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically.
- 12.7 When making deliveries to the European Union, the Supplier shall comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and Regulation (EC) No. 134/2009 of the European Parliament and of the Council dated 16 February 2009. Products that do not fully comply with the requirements of REACH must not be supplied to us.
- 12.8 The Supplier shall ensure that its subcontractors comply at all times with the above provisions.
- 13. Industrial Property Rights (IPR)**
- 13.1 The Supplier warrants that we will not infringe on any patents or intellectual property rights (including IPR applications) or other copyrights of the Supplier or any third party (whether or not such intellectual property rights are registered or unregistered) by reselling the supplied products or by deploying or using them as contractually agreed. The Supplier shall indemnify us and keep us fully indemnified from and against any and all third-party claims resulting from the use or infringement of such rights.
- 13.2 The parties shall notify each other immediately of any infringement risks and alleged infringement cases that they become aware of and shall give each other the opportunity to amicably counter any such claims.
- 14. Confidentiality**
- 14.1 The contractual partners undertake to treat with confidentiality (as a business secret) and not disclose any and all business and technical information and details that are not publicly known and that are provided to them or they become aware of within the scope of their business relationship.
- 14.2 Drawings, models, templates, samples, tools, appliances and similar items must not be disclosed, used or otherwise made accessible to unauthorized third parties. Duplication or reproduction of such items shall only be permitted within the scope of business requirements and copyright regulations.
- 14.3 The Supplier shall ensure that any sub-contractors engaged by it shall be subject to obligations of confidentiality no less onerous than those set out above.
- 14.4 A party may advertise their business relationship or goods only with prior written approval.
- 15. Production material**
- Material, tools, samples, models, patterns, drawings and other production materials as well as confidential information provided to the Supplier or paid by us shall be and remain our property.
- The Supplier undertakes to treat them as confidential and to use them for deliveries to third parties only with our prior written approval.
- 16. Disputes**
- 16.1. Any question or difference which may arise concerning the construction, meaning or effect of these Terms and Conditions, or any matter arising out of or in connection with them will in the first instance be referred to our representative (as we notify to you) and the Supplier's representative (as notified to us) for discussion and resolution as soon as reasonably possible and, in any event, within 21 days of such referral. If the matter is not resolved at this meeting, the escalation will continue through two (2) more levels of management as soon as reasonably possible and, in any event, within a further 21 days.
- 16.2. If the dispute is not resolved by escalation in accordance with the above, the parties may seek to resolve disputes between them by an Alternative Dispute Resolution technique recommended by the Centre for Dispute Resolution.
- 17. General Provisions**

- 17.1. Should one of the contractual partners stop making payments or should insolvency proceedings be instituted against his assets, the other contractual partner shall be entitled to terminate that portion of the agreement which.

Insolvency proceedings shall include if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of a party or if the party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to a party or if a party ceases or threatens to cease to carry on its business.

- 17.2. No term of these Terms and Conditions is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Terms and Conditions (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 17.3. If any of the provisions contained in these Terms and Conditions and other agreements is or becomes invalid, it shall not affect the validity of the remaining contract. The contractual partners shall be obligated to replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.
- 17.4. Any failure to exercise or any delay in exercising a right or remedy provided by these Terms and Conditions or at law or in equity (and/or the continued performance) will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of these Terms and Conditions will not constitute a waiver of any other breach and will not affect the other terms.
- 17.5. The Supplier shall not without our prior written consent of sub-contract or assign all or any part of the benefit or burden of these Terms and Conditions.
- 17.6. The rights and remedies provided by these Terms and Conditions are cumulative and (except as otherwise provided in these Terms and Conditions) are not exclusive of any rights or remedies provided at law or in equity.
- 17.7. These Terms and Conditions, together with our orders, constitute the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement between the parties relating to such matters.
- 17.8. The place of performance for all deliveries shall be the plant indicated in the order.
- 17.9. These Terms and Conditions and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms and Conditions or the legal relationships established by these Terms and Conditions.