

## GLOBAL CONDITIONS OF SALE

ContiTech

### (1) CONDITIONS OF SALE.

- a. These Global Conditions of Sales apply to all current and future sales by a Continental legal entity referencing them to any business/entrepreneur, legal entity under public law or special fund under public law.
- b. They shall be deemed incorporated upon acceptance, at the latest where performance is accepted.
- c. "Seller" shall mean the actual Continental legal entity selling parts, components, systems, software, or other goods (the "Products") and/or providing services, including leasing and renting (the "Services") to its contractual partner ("Buyer"). Both Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties".
- d. Except where explicitly accepted in writing by the Parties in an individual case, the Parties explicitly reject any and all general terms and conditions of Buyer and/or any third parties. Such additional terms and conditions shall not apply even if they are not expressly rejected.

### (2) ORDERS/ACCEPTANCE

- a. Seller's offers are subject to change and are non-binding unless Seller expressly declares otherwise or the offer includes a specified acceptance period. An order for the Products and/or Services placed by the Buyer shall be deemed a binding contractual offer.
- b. Buyer may not cancel orders for any reason after placement of the binding order. With Seller's order acceptance, a binding contract is formed.
- c. Where Buyer requests modifications after acceptance, this shall form a new offer. Any such modification shall only be binding where a reasonable price increase is included to reflect the additional effort and Seller accepts such modification in writing.
- d. Acceptance of the order shall either be declared in writing (e.g., through an order confirmation) issued by Seller or through delivery of the Products.
- e. If any government action or law should have the effect of establishing a maximum price on the Products to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice.
- f. For the avoidance of doubt, Seller may discontinue future sales of any Products sold hereunder at any time, unless Buyer and Seller have otherwise agreed in writing signed by authorized representatives of both Parties.

### (3) DELIVERY/PERFORMANCE.

- a. Except where determined otherwise writing by the Parties, e.g. in a purchase order and order confirmation, all Products supplied by Seller shall be transported FCA INCOTERMS® 2020 Seller's fulfilling plant.
- b. Buyer shall be responsible for the proper disposal of all packaging material at its own expense. Notwithstanding the above, where Seller provides reusable packaging, in particular reusable

pallets and plastic side-pieces, Buyer shall return such at its own expense and risk to Seller.

c. In case Buyer is responsible for contracting the carrier or the shipping company, it shall inform Seller of its choice with reasonable advance notice. Seller is entitled to disapprove such carrier or shipping company. Where Buyer fails to nominate an acceptable carrier or shipping company, Seller shall be entitled to determine the type of shipment (the transport party, packaging, and dispatch route. Delivery and transport costs as well as the costs of transport insurance for the Products shall be borne by the Buyer in such case or as otherwise agreed. If the Buyer wishes to change the mode of transport (for whatever reason), the Buyer shall also bear possible additional costs arising from the changed mode of transport (e.g., change from sea freight to air freight).

d. Delivery dates are best estimates only and therefore non-binding. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Neither delay nor default in the delivery of any installment shall relieve Buyer of its obligation to accept and pay for remaining delivery installments.

e. The risk of accidental loss and accidental deterioration of the Products shall pass to the Buyer at the latest where Buyer is in default of acceptance. If the Buyer is in default of acceptance, if Buyer fails to cooperate or if delivery is delayed for other reasons for which the Buyer is responsible for, Seller shall be entitled to demand compensation for the resulting damages including additional expenses (e.g. storage costs).

f. In case delivery is delayed due to circumstances in Buyer's area of responsibility (e.g. timely provision by Buyer to Seller of raw materials and/or components, as well as of services, documents, permissions, approvals, etc.), then any delivery deadlines will be extended to match the period of delay plus an additional, reasonable grace period. Furthermore and in addition to any other statutory and/or other rights of Seller, in such cases where this leads to a delay in the shipment of Products and therefore Products remain in Sellers' inventory longer than the agreed date, Seller is entitled to charge a storage fee to Buyer. The storage fee is calculated to the sales value of the Products remaining in Seller's inventory (Formula: cost p. day = Sales value \* base statutory interest level as determined under § 288 II of the German Civil Code). The same shall apply by extension should Buyer gives cause for delay in the production of any ordered Products resulting in storage of raw materials procured. In the case of lost production capacity, Seller is entitled to claim liquidated damages as per the formula above at its discretion. Where Seller can demonstrate that its costs and/or damages exceed the amounts generated through the formula above, it retains the right to demand compensation for such amounts.

g. In cases of force majeure and/or any other events outside the control of Seller, e.g. at Seller's suppliers or with any transport parties (such as the non-delivery, incorrect or untimely delivery by suppliers despite a congruent hedging transaction concluded by the seller, as well as interruptions of operations, traffic disruptions, fire, floods, shortage of manpower, energy, or raw materials, strikes, lockouts, official measures), for which the seller is not responsible,

the delivery time shall be extended for the duration of the disruption and its effect plus an additional grace period for the resumption of normal operations.

#### **(4) PRICES, INVOICES AND PAYMENT.**

- a. Delivery, performance, and invoicing shall be carried out according to the last prices confirmed by Seller.
- b. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect an increase in the costs to the Seller which is due to any external factor beyond the control of the Seller (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates.
- c. Prices quoted are exclusive any costs of delivery and/or any other logistic costs, taxes, customs, duties and/or any other similar fees.
- d. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice issuance, without regard to other deliveries.
- e. Any deferred payment deadline granted by Seller, whether as described above or granted separately, remains at all times subject to Seller's credit policies and practices as modified from time to time. Seller reserves the right to, at its sole discretion, approve, disapprove, or change Buyer's credit limit or to impose credit terms. If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, Cash on Delivery (COD), shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements.
- f. Without prejudice to any other right or remedy available to the Seller, if the Buyer is in arrears with payment, whether in full or in part, it must pay default interest at the statutory rate (currently 9% points above the base interest rate).
- g. If a payment in installments has been agreed in the contract, the total unpaid remaining sum shall become payable should the Buyer be in default in payment of even a single payment, whether in whole or in part.
- h. Additionally, Seller is entitled to (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, and (iii) set-off such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer.

#### **(5) RETENTION OF TITLE.**

- a. Seller retains title to the Products until all claims arising from the current business relationship between Seller and the Buyer have been settled in full.
- b. For the duration of the retention of title, the Buyer may not pledge the retained Products or use them as security and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customers or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.
- c. If the delivered item is combined with other items not belonging to the Seller, the Seller acquires co-ownership of the new

item as per the ratio of the value of the processed item to the new item at the time of processing. If the processing is carried out in such a way that the new item produced by the Buyer should be considered as the main item, then the Buyer transfers the pro-rata co-ownership of this item to the Seller. If the Buyer resells the delivered Products in accordance with their intended use, it hereby assigns to Seller the claims against its buyers arising from the sale, including all ancillary rights, until all its claims have been settled in full.

d. At the request of Seller, the Buyer is obliged to notify the third-party buyers of the assignment and to provide Seller with the information and documents required to assert its rights.

e. Seller will release the securities held by it to the extent that their value exceeds the claims to be secured by more than 10% in total.

#### **(6) SCOPE OF WARRANTY.**

a. Except where the Parties agree otherwise in writing, Seller's warranty is restricted to the specifications for the Products in question as publicly available and/or published at the time of order confirmation.

b. Any warranty for specific quality requirements and/or any intended usage is subject to a corresponding prior, written agreement signed by the Parties. For the sake of clarification, where Seller provides an initial offer based on specific requirements provided by Buyer, such additional requirements only apply where agreed upon in writing in such offer.

c. Where Buyer requests additional requirements, whether before or after any acceptance by Seller as per sub-section 2 above, any acceptance thereof is subject to Seller's written acceptance. In particular, in such cases Seller reserves the right to require additional remuneration, e.g. for forwarding cost increases.

d. Buyer represents and acknowledges that it used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Products and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Products agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected, or designated by Buyer.

e. The Seller reserves the right to make modifications without informing Buyer to assist technical progress, to secure the supply chain and/or to react on market variations. Such changes can be related – but are not limited to – to the production process, ingredients/raw materials/parts and/or auxiliary materials.

f. Where Products contain third party digital elements or other digital content, the Seller shall only be liable for the provision and, if necessary, for the updating of the digital content, to the extent that this is expressly provided for in an explicit agreement in writing concerning specific quality requirements as described above under sub-section a. The Seller accepts no liability for public statements made by the manufacturer or other third parties about such third-party digital elements or other digital content.

g. Where the Seller provides Services, these shall be provided in accordance with the state of the art then current as of the

acceptance of the order in question. The Seller does not provide any further warranty except as provided for in an explicit agreement in writing concerning specific quality requirements. For the avoidance of doubt, where Seller provides technical advice and/or assistance, this is typically provided as a courtesy. Such consultation shall only be deemed an extension of the warranty where it forms the basis of a concrete contract for Services in a written agreement as described above.

h. Seller's warranties only extend to the Buyer. No other party shall be a third-party beneficiary thereof nor be entitled to make a warranty claim or similar claim against the Seller.

i. All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.

j. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY.

## **(7) WARRANTY CLAIMS.**

a. To be eligible for a warranty claim, Buyer (i) must fulfill its inspection and notification obligations as described below, (ii) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (iii) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, (iv) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product and (v) must submit such claim to Seller during the warranty period.

b. Buyer is obliged to inspect all Products immediately upon receipt and to notify Seller immediately in writing of any defects. If Buyer fails to notify Seller as per above, then the Products are deemed approved and accepted as is, unless the defect is one which was not apparent on inspection, in which case it shall only be deemed approved and the Product in question accepted where Buyer fails to notify Seller without undue delay of the (hidden) defect promptly upon discovery. Seller does not under any circumstances waive the objection of late, insufficient, or unfounded notice of defects through negotiations concerning a complaint. Any acknowledgement of a defect must be made in writing to be binding.

c. Subject to the conditions above, where a Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (i) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (ii) repair or replace the non-conforming Product. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

d. Except to the extent that mandatory provisions of law require otherwise, the warranty period for claims for defects shall end with the expiration of twelve months from delivery of the Product. This period shall not be extended by subsequent performance. If a formal acceptance is agreed, the warranty period shall commence with acceptance.

## **(8) LIABILITY.**

a. Except as otherwise provided for herein, Seller is liable as per the statutory provisions for damages resulting from its willful and/or gross negligent breach of duty as well as in cases of the culpable injury to life, body, and health, and where mandatory provisions of law require such (e.g. where provided for in the product liability act). Where Seller negligently breaches a so-called cardinal duty (an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely), Seller's liability is limited to the foreseeable damage typically occurring in comparable cases. Otherwise, Seller's liability is excluded.

b. Limitations of liability contained herein shall also apply in the event of breach of duty by Seller's legal representatives or vicarious agents. To the extent Seller's liability is excluded according to these provisions, this shall also apply to the personal liability of Seller's employees and vicarious agents.

c. Seller disclaims any and all liability for or related to matters for which it is not responsible e.g.: (i) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (ii) any system or the operation thereof into which the Seller's Products are incorporated, (iii) any designs, specifications or requirements provided by Buyer, (iv) Services performed in connection with products that are not manufactured by Seller, (v) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller, and (vi) defects resulting from failure to observe or follow any Product information or instructions provided by Seller.

d. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFIT, LOST BUSINESS AS WELL AS FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER. ALL CLAIMS OF BUYER AGAINST SELLER IN CONNECTION WITH THE PROVISION OF PRODUCTS HEREUNDER MUST BE MADE WITHIN 12 MONTHS OF DELIVERY, OR WHERE A FORMAL ACCEPTANCE HAS BEEN AGREED UPON WITHIN 12 MONTHS THEREOF, OR ELSE SHALL BE DEEMED WAIVED.

e. If Buyer distributes or resells the Products and/or provides Services in connection with such resale or distribution, Buyer represents and warrants that it will cause its customers to receive and accept the warranty and remedy limitations set forth herein.

f. Buyer furthermore acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Products.

g. Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents,

contractors, and customers. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages, and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

#### **(9) INTELLECTUAL PROPERTY RIGHTS.**

a. "Intellectual Property Rights" shall mean any and all: (i) copyrights, trademarks, trade names, domain names, designs, utility models, patents and application thereof; (ii) rights relating to innovations, know-how, inventions, trade secrets, and confidential, technical, and non-technical information, in particular, specifications, requirements, samples, software or drawings; (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist as of the effective date of this Agreement or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

b. The Seller shall only be liable for third-party Intellectual Property Rights infringement claims that are finally confirmed by a court decision and provided that at least one of the rights in the family of related rights has been granted and/or published by the European Patent Office/European Intellectual Property Office or by the relevant Patent and/or Trademark Office in Germany, , China or the United States of America. Furthermore, if a third party asserts claims of infringement of its Intellectual Property Rights against Buyer, the Supplier shall only be liable to Buyer if the claim relates to a contractually agreed use of the Products and only as follows: In the event the third party successfully claims the infringement of its Intellectual Property Rights, the Seller can, at its sole discretion and cost, but is not obliged to: (i) modify the Products in order to avoid the infringement of the Intellectual Property Rights, or (ii) exchange such Products, or (iii) procure a license.

c. Seller's liability shall only apply if the Buyer: (i) immediately informs the Seller in writing about the claims asserted by the third party, (ii) does not acknowledge any alleged infringement, and (iii) does not engage in any negotiations, including any amicable settlement, unless he obtains the Seller's prior approval.

d. Notwithstanding the foregoing, the Seller shall not be liable with respect to any infringement claims arising out of or relating to either: (i) the fact that the Products have been integrated or used in a context different from the context on which the Seller has developed and delivered the Products if the infringement would not have occurred without such use or incorporation; or (ii) the fact that the Products have been modified without the Seller's prior written consent, or (iii) the fact that the Products were sold by a third party other than the Seller; or (iv) the Buyer's specific instructions or specifications; or (v) unless otherwise contractually agreed, any allegation that the Products, including software, infringe Standard Essential Patents. "Standard Essential Patents" means incorporation by components, including software, of any patents (in any country of the world) as to which it is, or is claimed by the patent owner to be, not possible on technical grounds, taking into account normal technical practice to make, sell, lease, otherwise dispose of, repair, use or operate equipment or methods which comply with an applicable standard without infringing such patent.

e. Buyer shall indemnify and hold harmless Seller and/or its affiliates, i.e., any legal entity which directly or indirectly controls, is controlled by or under common control with Continental Aktiengesellschaft, Hanover, Germany, entered in the Register of Companies (*Handelsregister*) of Hanover Local Court (*Amtsgericht*) under the No. HRB 3527 (hereinafter "Continental Aktiengesellschaft"), whereby "Control" means the direct or indirect ownership of more than 50 % of such legal entity's total number of voting rights) (hereinafter the "Affiliate"), from and against all liabilities, claims, damage (including lost profits), proceedings, demands, orders, suits, costs, losses and expenses, including reasonable attorneys' fees and expenses whether deriving from these Conditions of Sale, common law, statute or otherwise, whether present or future, actual or contingent, direct or indirect, ascertained or unascertained or disputed arising from and/or in connection with Buyer's specific form of use of the trademarks of Seller or its Affiliates falling under the definition of Intellectual Property Rights, provided that such use has not been made in compliance with these Conditions of Sale and/or with the prior written consent by the Seller.

f. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

#### **(10) LICENSES.**

a. The sale of the Products furnished hereunder does not convey any license by implication, estoppel or otherwise under any Intellectual Property Rights of Seller. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions and any kind of Intellectual Property Rights relating to the Products covered by these Conditions of Sale.

b. The Products may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (i) Seller (or its supplier) retains all title and ownership to copyright and other Intellectual Property Rights in the software; (ii) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (iii) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware product for which it is designed.

c. The Products furnished hereunder contain valuable trade secrets of Seller and, therefore, Buyer agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller Products including software, except where otherwise provided for under mandatory provisions of law. In such cases, Seller shall notify Buyer thereof without undue delay. Since unauthorized use of Products including software will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, is entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

d. Any use of any trademark, including any trademarks of Seller or its Affiliates falling under the definition of Intellectual Property Rights by Buyer is subject to Seller's prior written approval (email sufficient) unless the use of the trademarks is admissible under the

applicable law. IN NO EVENT SHALL BUYER DISCLOSE INFORMATION RELATED TO PRICES OR OTHER COMPETITIVELY SENSITIVE INFORMATION TO SELLER.

e. Buyer shall ensure that the Products are marketed in a way and/or the trademarks of Seller or its Affiliates are used in a way that neither impairs nor damages nor will or may be detrimental to the reputation or goodwill associated with the trademarks of Seller or its Affiliates and/or Seller and/or its Affiliates.

f. Any use of the trademarks of Seller or its Affiliates by Buyer shall inure to the benefit of the Seller and/or its Affiliates. To the extent Buyer acquired nevertheless its own trademark or other rights arising from the use of the trademarks of Seller or its Affiliates or similar signs, Buyer hereby assigns these rights and benefits to Seller or one of its Affiliates. Seller or its Affiliate hereby accepts this assignment. Seller or its Affiliate are entitled to transfer the rights to a third party. Buyer will take any steps necessary and provide any relevant documents and declarations to furnish said assignment upon first request by Seller or its Affiliate.

g. The Parties agree that in the event the Seller develops any Intellectual Property Rights which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with the Buyer, all rights and ownership in such Intellectual Property Rights shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such Intellectual Property Rights it may have in connection with the Products to the extent any is developed jointly by Buyer and Buyer shall cause all of its employees and contractors who contributed to such development to waive or assign all Intellectual Property Rights, including but not limited to, all moral rights they may have in such Intellectual Property Rights.

#### **(11) CONFIDENTIAL INFORMATION.**

Unless provided for otherwise in a separate agreement, where Seller discloses information to Buyer which Seller deems confidential or proprietary, Buyer shall keep such information confidential and shall not disclose such to any third party without prior written authorization of Seller. Notwithstanding the above, Buyer may allow its employees access to such information where these require such for the proper performance of their duties towards Seller, subject to the requirement that they be bound by confidentiality requirements at least as strict as those included here. Buyer shall be liable for their actions as if it itself had acted. Buyer's obligations with respect to such information shall continue for five (5) years after receipt thereof.

#### **(12) GENERAL COMPLIANCE.**

a. Buyer shall always comply with all applicable laws including but not limited to federal, provincial, state, municipal and local laws, orders, rules, tax codes and/or any other official regulations in all relevant jurisdictions.

b. Buyer undertakes to comply with the compliance obligations as contained herein as well as Continental's Business Partner Code of Conduct ("BPCoC") as updated from time to time. A current version of the BPCoC is available under [\[Business Partner Code of Conduct - Continental AG\]](#).

c. Buyer shall provide any and all documents or information reasonably requested in order to verify the compliance obligations contained and/or referenced herein. This shall include e.g. any and

all information and documentation requested by any authorities due to or in relation to the entering into and/or performance of this Agreement. Such information and documentation shall be provided by Buyer without undue delay, at the latest within 14 days of Seller's request.

d. In case of breach of the provisions of Continental's Business Partner Code of Conduct or any other compliance obligations provided for and/or referenced in these Global Conditions of Sale, Seller will have the right to terminate the corresponding contract(s) including the business relationship extraordinarily.

e. In such cases of breach as described above, Buyer shall also indemnify and hold harmless Seller from any and all damages, costs, etc. incurred as a consequence thereof.

#### **(13) EXPORT COMPLIANCE.**

a. Buyer unconditionally and irrevocably agrees that it shall always comply with all applicable national and international (re-)export control regulations, including any applicable embargos, sanctions or other restrictions concerning the export of goods, software, services or technology (hereinafter "Export Control Laws"). Buyer agrees that it shall not, directly or indirectly, export, re-export, transfer, sell, resell, ship, or divert any product, material, technology, technical data, software or service furnished to it by Seller to any company, country, entity, or person in violation of the Export Control Laws or of necessary licensing requirements and that the Products and/or the Software are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless all necessary licenses have been obtained.

b. Buyer confirms that neither it or any of its subsidiaries or affiliates or, to the Buyers knowledge after due and careful inquiry, any director, officer or employee of the Buyer or any of its subsidiaries or affiliates involved in the order is (i) listed on any relevant US sanctions list, any relevant EU sanctions list or any other applicable sanctions list; (ii) is located in a country or territory which is a target of US/EU or any other applicable sanctions or whose government is currently the target of afore-mentioned sanctions; (iii) a Person who is directly or indirectly owned or controlled by any Person currently on a US/EU or any other applicable sanctions list, or is directly or indirectly owned or controlled by any Person who is in a country or territory that is target of, or whose government is currently a target of, afore-mentioned sanctions.

c. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with Export Control Laws, including in relation to the end-user, end-use and destination country for the items furnished by Seller, in the format required by Seller.

d. Except to the extent and in a manner specifically agreed by Seller in advance in writing and signed by an authorized representative of Seller, Buyer shall in no event (i) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to any applicable Export Control Laws, or (ii) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

e. Buyer shall indemnify and hold Seller harmless for all claims, demands, cost, fines, penalties, fees, expenses, or losses, including the reasonable fees, charges, and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance provisions.

#### **(14) GENERAL.**

- a. Should a provision of these Conditions of Sale and the further contract made be or become invalid and/or unenforceable, this shall not affect the validity of the rest of these Conditions of Sale. In place of any invalid and/or unenforceable provision, a legally valid and enforceable provision shall be understood which comes closest to the economic intent of the Parties at the time the concrete order subject to these Conditions of Sales was concluded.
- b. Any modifications, additions and/or amendments to contracts made, including to these Conditions of Sale, shall be effective only if agreed in writing by the Parties. This shall apply as well to any modifications of this written form requirement.
- c. Buyer is entitled to retain payments and/or to set-off amounts owed on the basis of counterclaims, subject however at all times to the condition that such counterclaims of Buyer have been accepted by Seller or have been legally established by means of a final, binding court decision.
- d. The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in these Conditions of Sale or to exercise any right under these Conditions of Sale, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.
- e. No right, interest or obligation in these Conditions of Sale may be assigned or delegated by either Party without the previous written permission of the other Party. These Conditions of Sale are binding upon and shall inure to the benefit of the Parties and their respective successors. Notwithstanding the above, Seller may assign these Conditions of Sale including the corresponding transaction(s), in whole or in part, as well as any rights and/or obligations in relation thereunto without the consent of Buyer to (i) any affiliate or subsidiary, as well as to (ii) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets of Seller to such third party.
- f. Section and paragraph headings used in these Conditions of Sale are for convenience only and are not to be deemed or construed to be part of these Conditions of Sale.
- g. These Conditions of Sale are and shall be governed and interpreted in accordance with the laws of Germany, without reference to principles of choice and conflicts of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG/UN Sales Convention) shall not apply. The Parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be Hanover / Germany. Notwithstanding the above, Seller is entitled to file claims against Buyer at Buyers registered place of business.

**06/2025**