

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF CEROBEAR GMBH

### I. GENERAL INFORMATION

- (1) These General Terms and Conditions of Purchase (hereinafter referred to as "GPC") shall apply to all business relations (in particular contracts, deliveries and other services) of Cerobear GmbH (hereinafter referred to as "Cerobear") with its business partners and suppliers (hereinafter referred to as "Suppliers")
- (2) Supplier's general terms and conditions of business or delivery shall only apply if Cerobear has expressly accepted them in writing. Neither silence nor the acceptance of the delivery or its payment shall be deemed as acceptance.

### II. CONCLUSION OF CONTRACT | ORDER

- (1) The order shall be deemed binding at the earliest upon written submission or confirmation. The Supplier shall notify Cerobear of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including of the order documents for the purpose of correction or completion before acceptance.
- (2) If Supplier does not accept an order from Cerobear in writing within 5 working days following the receipt of the order, the order shall be deemed to have been accepted on Cerobear's existing terms and conditions.
- (3) All orders and contracts as well as additions or changes thereof must be in writing to be effective. Verbal agreements of any kind require Cerobear's explicit written confirmation to be effective.

### III. DELIVERY | CONTRACTUAL PENALTY | PARTIAL DELIVERY

- (1) The terms of delivery shall be interpreted in accordance with "INCOTERMS 2020". If no special terms of delivery have been agreed, delivery shall be "DDP".
- (2) As soon as the Supplier has reason to believe that it will not be able to perform the delivery or service in whole or in part on time, it shall immediately notify Cerobear in writing, stating the expected duration of the delay. If necessary, Supplier shall be responsible for any additional transport costs incurred to ensure that supplies reach Cerobear on time.
- (3) If Supplier fails to deliver the delivery on the date specified in the order, Cerobear shall be entitled, without prejudice to any other rights, to demand payment of a contractual penalty for each commenced calendar day of delivery delay in the amount of 0.5 % (zero point five percent) of the net invoice value of the delayed delivery, but not exceeding a total of 10 % (ten percent) of the net invoice value of the delayed delivery, unless Supplier is not responsible for the delay. Cerobear's further claims for damages shall remain unaffected.
- (4) Partial / excess and short deliveries shall only be permitted after explicit written approval by Cerobear. Delivery of the products to the Goods Receiving Department at the delivery address shall be made at the Goods Receiving Times specified in the order. All shipments shall be accompanied by a

delivery note with a precise statement of contents, the net weight per item and the complete order code.

### IV. PACKAGING

- (1) The product shall be delivered in packaging suitable for the product and in compliance with the relevant legal provisions, in particular with the environmental protection regulations. Both one-way and reusable packaging shall be provided by the Supplier at his own expense.
- (2) All damages caused by improper packaging shall be borne by the Supplier.

### V. PAYMENT | ASSIGNMENT TO THIRD PARTIES

- (1) The agreed prices are fixed prices including transport and packaging.
- (2) Payment shall be made within 14 days with a 3% discount or within 30 days without discount. The period begins with acceptance of the complete contractual performance and a proper and verifiable invoice. To the extent that the Supplier has to provide material tests, test reports, quality documents or other documents, the completeness of the delivery or service also requires the receipt of these documents. Invoices shall be submitted without carbon copies, stating the order number, order item, account assignment, unloading point, Supplier number, article number, number of units, unit price and total price. In the event of acceptance of early deliveries, the period shall begin at the earliest on the agreed delivery date.
- (3) Supplier is not entitled to transfer his claims against Cerobear or have them collected by third parties.

### VI. RIGHTS IN CASE OF DEFECTS | NOTICE OF DEFECTS | VIOLATION OF OTHER CONTRACTUAL OBLIGATIONS

- (1) Cerobear shall only inspect incoming goods with regard to externally recognisable damages and externally recognisable deviations in identity and quantity. Furthermore, Cerobear shall give notice of defects as soon as they are detected in the ordinary course of business. In this respect, the Supplier waives the objection of late notification of deficiencies. Beyond this, § 377 of the German Commercial Code (*HGB*) shall not apply.
- (2) If the delivery item is defective, Cerobear's claims shall be governed by the statutory rights, unless otherwise provided for in the following terms. In the event that operational safety is endangered, in the event of a risk of unusually high damages or in order to maintain the ability to deliver to the customers, Cerobear may, after having informed the Supplier, carry out the repair itself or have it carried out by third parties. The Supplier shall bear any costs arising therefrom.

### VII. TERMINATION | MODIFICATION RIGHT

- (1) Without prejudice to any other rights of termination, Cerobear may terminate the agreement without notice in writing and without obligation to pay

compensation if Supplier becomes insolvent, if an insolvency administrator or provisional insolvency administrator is appointed for his assets, or if an application for insolvency is made by Supplier, or if insolvency proceedings are opened.

- (2) Cerobear may demand changes to the delivery/service after conclusion of the contract, provided, as far as this is reasonable for the Supplier.

## **VIII. RIGHT TO EXEMPTION**

Supplier shall indemnify Cerobear in the event of defects of title against any existing third-party claims, unless Supplier is not responsible for the defect of title. Supplier shall indemnify Cerobear against claims of third parties based on product liability if and to the extent that the damage was caused by a defect in the delivery item delivered by Supplier. The claim for indemnification shall apply to the extent that the Supplier itself would be directly liable.

## **IX. TOOLS AND EQUIPMENT**

- (1) Special tools and equipment manufactured and/or provided by Supplier for the purpose of fulfilling the agreement and paid for by Cerobear shall become the property of Cerobear.
- (2) Supplier shall clearly mark the tool as Cerobear property. Without Cerobear's prior written consent, Supplier shall not transfer the tool to third parties and shall not be entitled to use the tool to manufacture products other than products for Cerobear. Supplier's responsibilities shall include repair, storage, maintenance and insurance in connection with the maintenance of the tools.

## **X. ADVANCE PAYMENTS | DELIVERIES (PROVISIONS)**

- (1) Supplier undertakes to use any advance payments or supplies (provisions) made by Cerobear exclusively for the execution of Cerobear's orders. Such Supplies shall remain the property of Cerobear.
- (2) In the event that the Supplier processes or alters the materials provided by Cerobear, this shall be done on behalf of Cerobear. Should Supplier acquire co-ownership by combining or mixing the supplies, Supplier hereby assigns its co-ownership share to Cerobear; Cerobear hereby accepts the assignment. The transfer of possession shall be replaced by the fact that Supplier shall store the item for Cerobear free of charge.

## **XI. PRODUCT- AND PRODUCER LIABILITY**

- (1) To the extent Cerobear itself suffers damage or is liable to a third party under product liability, Supplier shall indemnify Cerobear to the extent that the damage or Cerobear's liability is based on defective products of Supplier.
- (2) In such cases of damage, Supplier shall also be liable for the costs of any recall action that may become necessary and for those compensation payments (including other costs incurred for appropriate legal action) that Cerobear has agreed to make to the third party out of legal proceedings, taking into account the interests of Supplier.

## **XII. FORCE MAJEURE | INDUSTRIAL ACTION**

- (1) Neither party shall be bound by obligations, the performance of which is prevented by Force Majeure, e.g. riots, civil commotion, fire, flood, war, confiscation, or where competition is prevented by the intervention or regulation of a government or other circumstances beyond the control of the party and which the party could not reasonably have foreseen at the time of the conclusion of the purchase agreement and the consequences of which the party could not reasonably avoid or overcome.
- (2) If, for any of the above reasons, delivery is delayed by three (3) months or more, or is expected to be delayed, the parties shall be free to cancel that part of the agreement which relates to the delayed delivery or non-delivery, without being liable to the other party.
- (3) If one party wishes to invoke Force Majeure, it shall be obliged to notify the other party without delay of the occurrence of the circumstances and the end of the same.

## **XIII. ROHS | CONFLICT MINERALS | REACH**

- (1) The Supplier guarantees that the deliveries to be made by him on the basis of the order are RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) -compliant and thus comply with the limit values existing in connection with the RoHS directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (EU directive in the version valid at the time of conclusion of the contract) at the time of delivery. In the event of the performance of non-RoHS-compliant supplies, the Supplier shall compensate Cerobear for all damages resulting from the supplies, without prejudice to any warranty claims.
- (2) The Supplier further guarantees that no conflict minerals within the meaning of the "Dodd-Frank Wall Street Reform and Consumer Act" are used in the manufacture of his products.
- (3) The Supplier warrants that the delivered contractual products comply with regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) in the currently valid version.

## **XIV. COMPLIANCE WITH US TRADE CONTROLS**

- (1) The parties shall comply with all export and import laws, regulations, decrees, orders and policies of the United States Government and the Government of any country in which the parties conduct business pursuant to this GPC, including but not limited to the Export Administration Regulations („EAR“) of the US Department of Commerce, the International Traffic in Arms Regulations („ITAR“) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, „Trade Control Laws“).

- (2) Supplier shall control the disclosure of, and access to, controlled items or technical data provided by Cerobear related to performance of this agreement in accordance with all applicable Trade Control laws. Supplier shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Supplier, or Supplier's subcontractors) any export-controlled item, data or services without prior notice to Cerobear and obtaining the requisite export and/or import authority.
- (3) Subject to applicable trade control laws, Supplier shall provide Cerobear with the export control classification of any product or technology, including software.
- (4) The Supplier warrants that it maintains an effective export/import compliance program in accordance with all applicable trade control laws. A copy of the process control documents and other documents duly requested by Cerobear relating to Supplier's compliance with applicable trade control laws shall be made available to Cerobear upon request.
- (5) Supplier shall notify Cerobear immediately if Supplier is or becomes included in a list of unauthorised third parties or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any governmental authority.
- (6) Supplier shall notify Cerobear in a timely manner of any actual or suspected violations of applicable trade control laws, including complaints, actions, proceedings, notices, quotes, requests or other communications from governmental authorities of actual or suspected violations in Supplier's performance of this agreement, and shall comply with any purported reasonable requests by Cerobear for information about such violations.
- (7) The Supplier shall be obliged to include in all contracts with its subcontractors' obligations not less restrictive than those set out in this article, which require compliance with all applicable trade control laws.

## **XV. COUNTERFEIT GOODS**

- (1) Supplier may not provide Cerobear with counterfeit goods, which are defined as goods or separately identifiable items or components of goods. This includes in particular goods which:
  - a. are an unauthorised copy or replacement of goods of an original equipment manufacturer or original parts manufacturer (collectively "OEM");
  - b. are not sufficiently traceable to an OEM to ensure authenticity in the design and manufacture by the OEM;
  - c. do not contain appropriate external or internal materials or components required by the OEM, or is not designed in accordance with the OEM design;
  - d. have been revised, re-marked, relabelled, repaired, refurbished or otherwise modified

from the OEM design, but not disclosed as such or authenticated or re-presented as an OEM; or

- e. have not successfully passed all testing, verification, screening and quality control processes required by the OEM.

- (2) Notwithstanding the foregoing, products or items which, by virtue of the Supplier's or his subcontractor's design authority, material testing procedures, quality control processes or parts management plans, contain modifications, repairs, reworking or re-labelling and which are not misrepresented or wrongly labelled (not counterfeit products) shall be deemed to be counterfeit products. Counterfeit goods shall be deemed nonconforming to this GPC.
- (3) Supplier shall implement an appropriate strategy to ensure that the products provided to Cerobear under these GPC are not counterfeit goods. Supplier's strategy shall include, but is not limited to, sourcing items directly from OEMs or authorized Suppliers, performing approved tests or inspections to ensure the authenticity of items, and, if items are to be sourced from unauthorized suppliers, obtaining appropriate certificates of conformity from such unauthorized suppliers that meet one or more of the following conditions:
  - a. the original OEM certificate of conformity for the item;
  - b. sufficient records to ensure full traceability of the supply chain back to the OEM; or
  - c. test- and inspection records that prove the authenticity of the item.
- (4) If the Supplier becomes aware or suspects that it has supplied Cerobear with counterfeit products, the Supplier shall immediately notify Cerobear and replace such counterfeit products with OEM or Cerobear-approved products which comply with the requirements at the Supplier's cost. Supplier shall be responsible for all costs associated with the replacement of counterfeit goods and any testing or validation required by the installation of authentic goods following the replacement of counterfeit goods.
- (5) The Supplier shall be responsible for obtaining authentic products or articles from his subcontractors and shall ensure that all such subcontractors meet the requirements of this article.

## **XVI. COMPLIANCE | HEALTH | ENVIRONMENT**

- (1) The Supplier shall assume full and sole responsibility for maintaining an Environment, Health, Safety and Energy Management System suitable for his company throughout the duration of the performance of this contract. Cerobear expects that the Supplier's Environment, Health, Safety and Energy Management System will promote health and safety, environmental protection, pollution prevention and energy waste reduction through appropriate root cause reduction strategies. When selecting and procuring products, equipment and services, these will be assessed for safety, environmental and energy aspects in addition to the

supplying company. The Supplier will pass on the requirements of this clause to its subcontractors.

- (2) The Supplier undertakes to comply with and monitor the ethics rules of MinebeaMitsumi Group ("Code of Conduct") as the basis of the mutual business relationship, as the foundation for human action in his companies and with his subcontractors.

The "Code of Conduct" is available online at:

<http://www.minebeamitsumi.com/english/corp/company/aboutus/conduct/codeofconduct/index.html>

or alternatively can be requested from Cerobear.

## **XVII. JURISDICTION AND APPLICABLE LAW | WRITTEN FORM**

- (1) This agreement shall be governed exclusively by German law, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Place of jurisdiction is Aachen, Germany. Cerobear shall, however, be entitled to bring an action against the Supplier at any other competent court.
- (3) Insofar as provisions of these General Terms and Conditions of Purchase and regulations in individual contracts are contradictory, the individual contractual agreements shall take precedence.

## **XVIII. LANGUAGE**

The GPC of Cerobear are written in German and English. In the event of contradictions and/or in cases of doubt, the German text shall prevail.