

# Terms and Conditions of Purchase – Freudenberg Sealing Technologies

## 1. Scope

- 1.1 These Terms and Conditions of Purchase shall apply exclusively to all orders, purchase orders, delivery schedules, delivery call-offs and other contracts (hereinafter referred to as "Orders") placed by Freudenberg Sealing Technologies SAS and all affiliated companies of the Freudenberg Sealing Technologies Group with registered offices in France (hereinafter referred to as "us" or "we"), to or with companies, legal entities under public law or special funds under public law (hereinafter referred to as "Suppliers") for the purchase of products, work or services (hereinafter referred to as "Deliveries").
- 1.2 Terms and conditions of our Suppliers deviating from or supplementing these Terms and Conditions of Purchase shall only become part of the Orders if and to the extent that we have expressly agreed to their application in writing. Our Terms and Conditions of Purchase shall also apply exclusively if we do not object to the inclusion of our Supplier's terms and conditions in an individual case or accept the Supplier's Delivery without reservation in the knowledge of conflicting or supplementary terms and conditions of the Supplier.
- 1.3 Unless otherwise agreed, these Terms and Conditions of Purchase shall apply in the version valid at the time of our Order or, in any case, in the version last notified to the Supplier in text form as a framework agreement also for all similar future transactions with the Supplier, even if they are not expressly agreed again or reference is made to them in each individual case. However, individual agreements in writing (e.g. framework agreements or quality assurance agreements) shall take precedence over these Terms and Conditions of Purchase. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter, e-mail or EDI). Legal formal requirements and further verification, in particular in case of doubts about the legitimacy of the declaring party, shall remain unaffected.
- 1.4 References to the applicability of statutory provisions shall only have clarifying meaning. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase. The invalidity of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible provision which comes as close as possible to the economic purpose pursued by the invalid provision.

## 2. Conclusion of Contract

- 2.1 All agreements between the Supplier and us and all Orders as well as legally relevant statements of the Supplier shall only be binding for us if they are made in writing. Any amendment, supplement or ancillary agreement before, at or after conclusion of contract shall also require our confirmation in writing. This formal requirement can only be waived in writing.
- 2.2 Our Orders shall become binding if the Supplier does not object to them in writing within three (3) business days after receipt of the respective Order. Orders may deviate from the delivery rhythm or delivery quantity specified in a forecast. Within three (3) business days after receipt of an Order by the Supplier, we shall be entitled to revoke such Order prior to confirmation by the Supplier. In addition, the Supplier agrees to cancel or modify at our request the content of an Order to a reasonable extent prior to delivery in individual cases. Changes, additions or other deviations from our Orders initiated by the Supplier shall only be effective if this is expressly and separately indicated and we expressly agree to them in writing.

## 3. Prices and Terms of Payment

- 3.1 Quotations have a validity period of at least three (3) months. The prices stated by us in the Order are fixed prices. The prices include the delivery DAP as well as packaging, an appropriate transport insurance to be taken out by the Supplier and all other costs of delivery, unless expressly agreed otherwise in writing. The statutory sales tax shall be indicated, otherwise it shall be deemed to be included in the price. Unless expressly agreed otherwise, all Incoterms used by us shall refer to INCOTERMS 2020 published by the International Chamber of Commerce (ICC). If, by way of exception, no prices are stated, the prices announced at the time of the Order shall apply.
- 3.2 As long as the parties have not reached an agreement on a new price, the old price shall remain valid.

If there is no agreement on prices, increases for non-index-linked prices are only permissible if the Supplier has notified us in writing at least four (4) weeks in advance.

- 3.3 In the event that we request a change in the specifications of products, and this results in an increase in costs at the Supplier, this cost increase must be proven to us immediately and, if possible, an amicable price agreement must be reached before the change is implemented. If the change requested by us leads to cost savings for the Supplier, the Supplier shall reduce the agreed price accordingly.
- 3.4 The Supplier undertakes to continuously improve processes and increase efficiency with the aim of further reducing costs. The cost reductions achieved shall be transformed into price reductions in an appropriate form.
- 3.5 If the Supplier has assumed responsibility for installation, assembly or commissioning and unless otherwise agreed in writing, the Supplier shall bear all necessary ancillary costs such as travel expenses and costs for the provision of tools.
- 3.6 Unless expressly agreed otherwise, invoices shall only be processed if they are sent to us by e-mail to [invoice@fst.com](mailto:invoice@fst.com). Each Order shall be invoiced separately. Collective invoices are also permissible with our prior written consent. Unless otherwise agreed, the invoice shall clearly state the order number stated in our Order, the order date, the Supplier number and our material number.
- 3.7 Invoices shall be issued in EURO and payments shall be made exclusively in EURO. The Supplier shall provide us with the correct IBAN and the corresponding BIC as well as its VAT identification number for the respective bank account.
- 3.8 Payments shall be made by bank transfer after performance in accordance with the Order and receipt of a proper invoice within the meaning of article L441-9 of the French Commercial Code as well as handover of all documents belonging to the scope of delivery. Provided that this has been agreed in advance, invoicing in the credit note procedure by us in accordance with the applicable tax laws is also possible. Unless otherwise agreed, payments shall be made without discount within forty five days end of month from the invoice date. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
- 3.9 We shall only be in default if we fail to pay after receiving a reminder from the Supplier which is issued after the payment is due. Any late payment will give rise to the application of late payment penalties, payable as of the day after the last day of the applicable payment term. The penalties charged are equal to three times the French statutory interest rate and a flat-rate debt collection fee of €40 may also be charged.
- 3.10 Without our prior written consent, which may not be unreasonably withheld, the Supplier shall not be entitled to assign its claims against us in whole or in part or to dispose of them in any other way.
- 3.11 We shall be entitled to rights of set-off and retention as well as the objection of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Supplier arising from incomplete or defective Deliveries. The Supplier shall only have rights of set-off or retention in respect of counterclaims which have been established by declaratory judgment or are undisputed.

## 4. Delivery Terms

- 4.1 The Supplier shall bear the procurement risk for its Deliveries, unless otherwise agreed in individual cases (e.g. limitation to stock). If the Delivery is not made within the agreed delivery time or if the Supplier is in default, our rights shall be determined in accordance with the statutory provisions, unless otherwise stipulated below. The dates specified by us in the Order or otherwise agreed are binding and must be met precisely. The Supplier shall immediately notify us in writing of any delay or exceeding of the agreed dates and deadlines, stating the reasons and the expected duration.
- 4.2 Partial deliveries and early deliveries shall only be permitted if we have expressly agreed thereto. However, the claim for payment shall become due at the earliest on the originally agreed delivery date.

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4.3 Unless otherwise agreed, the Deliveries shall be accompanied, in addition to the delivery bill, by a works test certificate in accordance with EN 10204 or an equivalent internationally recognized test certificate listing the characteristic data agreed with the Supplier. First deliveries, in particular those with sample status, shall be accompanied by complete initial sample documentation including all documents according to PPAP or PPF of submission level 3, unless otherwise agreed. If the delivery bill or the works test certificate is missing or if these documents are incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.

4.4 Deliveries are only possible at the times stated in the Order or otherwise agreed. All persons in vehicles must be registered when entering a Freudenberg plant. The Supplier shall comply with our internal safety regulations. The instructions of the security personnel must be followed.

4.5 In the event of a delay in delivery, we shall be entitled to claim a contractual penalty of 1 % for each completed calendar week of delay, but not more than a total of 5 % of the Order value VAT excluded. We reserve the right to claim further damages. We shall be obliged to declare the reservation of the contractual penalty at the latest upon payment of the invoice, which shall be made after receipt of the delayed Delivery.

### **5. Place of Performance, Transfer of Risk, Acquisition of Ownership**

5.1 The place of performance shall be the place according to the Order to which the products are to be delivered or at which the work or service is to be performed. The place of performance for our payments shall be our place of business.

5.2 The Delivery shall be provided DAP at the Supplier's risk, properly packed for transport, at the address specified by us. If we have agreed to bear the freight costs, this shall not change the fact that the risk shall only pass at the destination address specified by us.

5.3 Retentions of title by the Supplier shall only apply to the extent that they relate to our payment obligation for the respective Deliveries to which the Supplier retains title. In particular, extended or prolonged retentions of title are not applicable.

5.4 In the case of the delivery of machines and plants, the transfer of risk shall only take place after their final acceptance at the place of performance.

### **6. Warranty, Liability, Limitation Period**

6.1 In the event of defects in quality and title of the Deliveries (including incorrect and short delivery as well as improper assembly or defective instructions) and in the event of other breaches of duty by the Supplier, the statutory provisions shall apply, unless otherwise stipulated in this Clause 6, without the Supplier's liability being limited or excluded regarding the reason or the amount. In this respect, the Supplier shall indemnify us against claims of third parties.

6.2 We shall inspect the delivered products on the basis of the accompanying documents only for identity and quantity as well as for externally visible transport damages. We shall notify the Supplier of any defects in the delivery as soon as they are discovered in the ordinary course of our business. This shall be done within a reasonable period of at least three (3) business days after discovery in the case of obvious defects and within a reasonable period of at least two (2) weeks after discovery in the case of hidden defects. In this respect, the Supplier waives the objection of delayed notification of defects.

6.3 As a matter of principle, we shall have the right to choose the type of subsequent performance. The Supplier may refuse the type of subsequent performance chosen by us if it is only possible at disproportionate cost. The Supplier shall bear all expenses necessary for the purpose of subsequent performance. This includes, among other things, removal and installation costs, transport, travel, labor and material costs, as well as costs for the outward and return shipment of the defective delivery items. Shipments shall be made at the Supplier's risk.

6.4 In addition to the claims for defects, we shall be entitled to the statutory claims for expenses and recourse within a supply chain without limitation. In particular, we may demand the type of

subsequent performance that we owe our customer in the specific case. This does not imply any restriction of our statutory right of choice. Before acknowledging a claim for defects against our customer, we shall notify the Supplier, state the facts of the case and request a statement. If the Supplier does not provide us with a substantiated statement within a reasonable period of time or if no amicable solution is found, the claim for defects granted by us to our customer shall be deemed to be actually owed.

This shall also apply if the defective Delivery has been combined with another product or further processed by us or on our behalf.

6.5 If the Supplier fails to meet its obligation to remedy the defect within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and to demand reimbursement of the expenses incurred for this purpose. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without undue delay, if possible in advance.

6.6 Unless otherwise agreed or unless the statutory provisions provide for longer periods, claims based on defects shall become time-barred thirty-six (36) months after delivery to us. In the case of work performances, the limitation period shall be thirty-six (36) months from written final acceptance. If the Delivery has been used for a building in accordance with its customary use and if it has caused its defectiveness, the limitation period shall not start until after five (5) years after delivery to us. Further statutory rights shall remain unaffected by this provision.

6.7 The Supplier shall be liable for all claims arising from an infringement of third-party industrial property rights and/or applications for industrial property rights in connection with the use of the Deliveries. The Supplier shall indemnify us against all claims arising from the use of such property rights and undertakes to bear all costs incurred in this connection, including the costs of any license fees that may have to be paid. In this context, a limitation period of ten (10) years shall apply.

6.8 If, as a result of defective Delivery, an incoming inspection exceeding the usual scope becomes necessary, the Supplier shall bear the costs thereof.

6.9 Insofar as our customers are automobile manufacturers and apply to us a reference market procedure or a similar procedure customary in the automotive industry for the determination and settlement of warranty cases due to the defectiveness of our products, this procedure shall also apply between us and the Supplier.

### **7. Product Liability**

7.1 The Supplier shall indemnify us against any claims of third parties and the costs of a legal defense in this respect arising from and in connection with personal injury and property damage if and to the extent that the cause thereof lies within the Supplier's sphere of control and organization. In this context, the Supplier shall also be obliged to reimburse us for all expenses incurred by us from or in connection with a recall action or other measure carried out by us.

7.2 The Supplier undertakes to maintain product liability insurance (including extended product liability and recall cost coverage) with a coverage amount of at least EUR 3,000,000 (three million euros) per personal injury, property damage and product asset damage; however, our claims shall not be limited to the coverage amount.

### **8. Compliance with Environmental Regulations**

8.1 Our guideline "Avoidance of Hazardous Substances" (FSS 7), which we will provide upon request, and the environmental standard ISO 14001 shall be complied with by the Supplier.

8.2 The Supplier represents and warrants that its Deliveries comply with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH Regulation" or "REACH"). In particular, the Supplier warrants that the substances contained in the Deliveries have been registered to the extent required under the provisions of the REACH Regulation.

8.3 For raw materials and mixtures, the Supplier shall provide corresponding safety data sheets in accordance with CLP Regulation (EC) No. 1272/2008 or in accordance with Art. 32

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REACH Regulation. The information contained in the safety data sheets shall be deemed warranted properties. We must be informed of any changes in the product properties or legal requirements without being requested to do so and at least before the first delivery is made.

- 8.4 Insofar as the Supplier delivers products within the meaning of Art. 3 of the REACH Regulation, the Supplier shall in particular also be responsible for fulfilling its obligation to pass on certain information, in particular with regard to SVHC (Art. 33 of the REACH Regulation). The Supplier's obligations with regard to compliance with the REACH Regulation are essential contractual obligations, the fulfillment of which is indispensable for the performance of the contract.
- 8.5 For articles and complex products containing substances that contain REACH SVHC candidate substances of more than 0.1% by mass, the Supplier, if based in the EU, is obliged to carry out a notification of its products in the SCIP database of ECHA in accordance with the EU Waste Framework Directive 2008/98/EC and Supplement (EU) 2018/851. In addition, the Supplier is obliged to notify us of the relevant identification numbers (SCIP No.) for the respective articles/complex products.
- 8.6 For articles and complex products containing such articles containing REACH SVHC candidate substances of more than 0.1% by mass, the Supplier, if based outside the EU, shall be obliged to notify us without request of all information necessary for the SCIP registration in accordance with the EU Waste Framework Directive 2008/98/EC. The notification shall be made prior to the first delivery of an affected product/complex product and, in the event of changes to the respective product/complex product that affect the content of the information, prior to the first delivery of the changed product/complex product and, if a delivery has already been made, without delay. If the information provided is not sufficient for us to properly carry out our registration in the SCIP database, the Supplier is obliged to provide us with further information upon request, provided that this information is necessary for carrying out the registration.
- 8.7 As soon as substances are included in REACH Annex XIV (or have already been included in the consultation process), Supplier shall notify us without undue delay whether an authorization of the substances in products purchased from us is sought and inform us which uses are to be covered in the application for authorization.
- 8.8 In the event that new restrictions under REACH Annex XVII are issued, the Supplier shall inform us without undue delay about the substances contained in the Deliveries purchased by us, to the extent that this has an impact on their marketability or restrictions of use.
- 8.9 In the event of a failure to comply with its obligations arising from the REACH and CLP Regulations and from this Clause 8, the Supplier shall be liable to us in accordance with the statutory provisions.
- 8.10 The Supplier shall comply with the environmental regulations in accordance with French and European law, and in particular assures that the Deliveries do not contradict the requirements of the following regulations:
- (a) the EU Directive 2011/65/EU "Restriction of the use of certain hazardous substances in electrical and electronic equipment" and its transposition into French law, notably with Decree no. 2013-988 of 6 November 2013 on the restriction of the use of certain hazardous substances in electrical and electronic equipment;
  - (b) the EU Directive (EU) 2019/1021 Council Decision on the conclusion of the Stockholm Convention on Persistent Organic Pollutants, as amended
- 8.11 The Supplier is obliged to enter the material specifications of the Deliveries into the IMDS system in accordance with the current GADLS directive upon our request and to transmit them to us, stating the IMDS ID. The Supplier is responsible for the correctness of the contents and their updating. The Supplier must enter the correct IMDS data into the IMDS system without being requested to do so at the latest when the initial samples are presented.

### 9. Provided Goods and Tools

- 9.1 We retain title to goods provided by us (e.g. parts, components, semi-finished products).

- 9.2 The retention of title shall also extend to the products resulting from the processing, mixing or combination of our goods at their full value, whereby these processes shall be carried out for us so that we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership of the product in proportion to the objective values of the goods.
- 9.3 Tools made available to the Supplier and tools manufactured by the Supplier on our behalf or ordered from third parties, for which we have made a contribution to the costs, shall remain our property or shall become our property upon manufacture or acquisition by the Supplier and shall be clearly marked as our property and visibly stored separately.
- 9.4 The Supplier shall be obliged to store tools separately and visibly for us free of charge, to insure them adequately and to provide us with evidence of the insurance coverage upon request. The Supplier is obliged to use the tools exclusively for the manufacture of Deliveries intended for us, unless otherwise agreed. Such consent with regard to the manufacture of parts on the basis of orders placed by other companies belonging to the Freudenberg Group is hereby granted.
- 9.5 The Supplier shall maintain and service tools provided at its own expense. Upon termination of the business relationship, the Supplier shall return the tools to us immediately upon our request, without being entitled to any right of retention. Upon return of the tools, they must be in a flawless technical and optical condition corresponding to their previous use. Repair costs shall be borne by the Supplier. Under no circumstances may the Supplier scrap the tools without our prior written consent.
- 9.6 Models, templates and the like produced by the Supplier or produced by a third party and used by the Supplier shall become our property if they are invoiced to us and shall be handed over to us upon delivery of the parts, unless otherwise agreed in writing.

### 10. Quality Assurance

- 10.1 The Supplier is responsible for the quality of the Deliveries. It undertakes to maintain a quality management system throughout the entire business relationship which complies with the requirements of the current versions of the standards IATF16949 and DIN ISO 9001. The Supplier shall ensure that the facilities required for production, storage, transport as well as quality inspection within the scope of the contractually owed quality management system are available as well as the required qualified employees. The Supplier shall monitor its quality management system at regular intervals by means of internal audits and shall initiate the necessary measures in the event of any deviations found, so that the flawless quality of all Deliveries to us is ensured. If the Supplier detects any anomalies in his production processes which may have an impact on the delivery time or delivery quality, we shall be informed thereof as a precautionary measure. In the event of quality problems, the Supplier shall be obliged to cooperate to the best of his ability in clarifying their causes. If quality problems caused by the Supplier persist, we shall be entitled to reduce or cancel any Orders or parts thereof irrespective of material or stock levels to avoid our own damage or damage to our customers. In order to assess whether such damage is imminent, our assessment at the time of the measure taken shall be decisive.
- 10.2 We shall have the right to inspect the Supplier's quality assurance during usual business hours after prior notice. Upon request, the Supplier shall allow us to inspect certification and audit reports as well as test procedures carried out, including all test records and documents relating to the Deliveries.
- 10.3 Our Quality Guidelines for suppliers, as amended from time to time, shall form an integral part of all our Orders and all agreements between the Supplier and us. We shall send these guidelines to the Supplier upon request and they are also available at <https://www.fst.com/corporate/suppliers/>.

### 11. Confidentiality, Protection of Trade Secrets

- 11.1 All knowledge and information made available by us or obtained by the Supplier through us, including but not limited to recipes, drawings, samples, designs, models, tools, technical records, process methods, software, production and quality know-how, marketing and customer data as well as all other technical and commercial information and work results obtained in connection therewith (hereinafter referred to as "Confidential Information") shall be kept secret by the Supplier from third parties and may be used in

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the Supplier's own operations exclusively for the performance of the supply relationship and may only be made accessible to those persons who must have knowledge of the Confidential Information within the scope of the business relationship and have been obligated to maintain secrecy in accordance with this provision. This shall also apply for a period of 5 years after termination of the business relationship, as long as and to the extent that the Supplier cannot prove that the Confidential Information was already known to him at the time it was obtained or that it was in the public domain or became public at a later date through no fault of the Supplier.

- 11.2 All documents (e.g. drawings, illustrations, test specifications), samples and models etc. which we make available to the Supplier within the scope of the business relationship shall remain our property and shall be returned to us at our request at any time, at the latest upon termination of the business relationship (including any copies, transcripts, excerpts and replicas) at our discretion or destroyed at the Supplier's expense. The Supplier shall have no right of retention in this respect.
- 11.3 The disclosure of Confidential Information shall not give the Supplier any rights to industrial property rights, know-how or copyrights and shall not constitute any prior publication or right of prior use within the meaning of the applicable patent, design and utility model laws. In particular, any use of trademarks or company names of the Freudenberg Group and its partners and any disclosure of the business relationship for advertising purposes shall require our prior express written consent.  
Any type of license requires a written agreement.

### 12. Compliance, Social Responsibility and Sustainability

- 12.1 The Supplier is obliged to comply with our Supplier Code of Conduct ("Code of Conduct") and must ensure that its sub-suppliers also act accordingly. The latest version of the Code of Conduct is available on our website at <https://www.fst.com/corporate/suppliers/>. We are entitled to amend the Code of Conduct, in particular to comply with legal, regulatory, judicial or institutional requirements. The Code of Conduct sets out minimum standards. Insofar as statutory regulations go further or conflict with it, the law shall take precedence.
- 12.2 The Supplier assures that in connection with the performance of its obligations
- no child labor, forced labor or other exploitative labor is performed,
  - health-compatible and safe working conditions are ensured, and
  - manufacturing processes and production sites are operated in accordance with the applicable legal requirements (including regulations on environmental protection),
- The Supplier shall make such arrangements with its sub-suppliers as are necessary to ensure that these obligations are also fulfilled by the sub-suppliers.
- 12.3 The Supplier undertakes to take all necessary and reasonable measures to avoid any form of taking advantage, bribery, venality or other acts of corruption subject to criminal prosecution. In particular, the Supplier shall not offer, promise or grant unjustified benefits or other advantages, such as money, gifts of monetary value or invitations to sporting or cultural events, to employees or members of our executive bodies or their relatives, either itself or through third parties.
- 12.4 The Supplier assures that in the performance of its obligations it complies with the applicable statutory minimum working conditions.
- For Suppliers with registered office or branches in France this includes in particular
  - the payment of the applicable minimum wage by the Supplier and by all subcontractors permissibly engaged by the Supplier,
  - when using temporary workers, the payment of the applicable minimum wage of the statutory order, as well as
  - ensuring that the applicable regulations regarding the working conditions for remuneration as well as maximum working hours and the collective agreements to be applied are complied with by himself and by all subcontractors engaged.
- In the event that a claim is made against us by an employee of the Supplier like a guarantor for payment of the statutory minimum wage or the industry minimum wage or by a joint institution of the collective bargaining parties for payment of contributions, the Supplier shall

fully indemnify us against such claims. Insofar as subcontractors are used, the Supplier undertakes to ensure that the subcontractors also indemnify us in full.

- 12.2. In connection with the various texts relating to undeclared work and illegal employment, the Supplier certifies on its honour that the Order will be carried out by employees duly employed and registered in accordance with the laws and regulations in force (in particular with regard to Articles L.1221-10, L.3243-2 R.3243-1, L.8211- 1 et s., L.8221-1 et s., L.8251-1 of the French Labour Code), and the Supplier will give us any necessary documents. To that end, the Supplier undertakes to provide, when the Order takes effect and then every six months until the end of its performance, without the need for any request from us in that respect, all the documents listed in Article D. 243-15 of the French Social Security Code, Article D. 8222-5 of the French Employment Code if it is established in France or Article D. 8222-7 if it is established or has its registered office outside France. The Supplier also undertakes to provide, in accordance with Articles D. 8254-2 and D. 8254-3, a list of the names of its foreign employees requiring work permits and its employees seconded to France, who are working in France for the performance of the Order. All documents and certificates provided must be written in French or be provided with a translation into French. The Supplier undertakes to impose the same obligations on its own suppliers and subcontractors. The Supplier is fully liable for all consequences of any failure by it to comply with those provisions and shall bear all costs, including fines, penalties and other charges, that we may have to bear in that respect.
- 12.5 In the case of the delivery of machines and systems that fall under the EU Machinery Directive 98/37/EC, the Supplier shall include a hazard analysis in accordance with EN 1050 in accordance with the EU Machinery Directive 98/37/EC free of charge.
- 12.6 The Supplier shall comply with all applicable laws, ordinances, rules, regulations and orders.
- 12.7 The Supplier guarantees not to have any direct or indirect business or other connections with terrorists, terrorist associations or other criminal or anti-constitutional organizations. In addition, the Supplier shall ensure through appropriate organizational measures (in particular through the use of adequate software systems) that it complies with the applicable embargo regulations, the European anti-terrorism and anti-crime regulations applicable in the context of the supply relationship, as well as corresponding applicable U.S. and other applicable regulations. As soon as the products have left our facilities, the Supplier alone shall be responsible for the aforementioned provisions and shall indemnify us against all claims arising from a corresponding infringement of the law by the Supplier, its affiliated companies within the meaning of article L233-3 of the French Commercial Code or employees, representatives or agents of the Supplier including reasonable attorney's or consultant's fees and fines.
- 12.8 The Supplier shall respond to inquiries regarding compliance with the obligations contained in clauses 12.1, 12.2, 12.3, 12.4, 12.6 and 12.7 in writing within a reasonable period of time. If the Supplier violates these provisions, we shall be entitled to demand the disclosure of all relevant information. In addition, we may - without prejudice to any other contractual remedies - terminate the business relationship with the Supplier in whole or in part by extraordinary termination, unless the Supplier immediately establishes and implements a concept to end or minimize the violation and to avoid future violations. During the period of implementation of the concept, we shall be free to temporarily suspend the business relationship.

### 13. Force Majeure

- 13.1 Events of force majeure, such as in particular riots, armed or terrorist conflicts, epidemics or pandemics, embargoes and government interventions, cyber-attacks, which entail unforeseeable consequences for the performance, shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default.

This does not automatically result in a termination of the Orders but in suspension of the Orders for the duration of the event of force majeure. The parties shall be obliged to notify each other without undue delay of any such (impending) impediment (duty of notification) and to adjust their obligations to the changed circumstances in good faith.

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- 13.2 Force majeure shall be deemed to be any external event which
- is unforeseeable and unusual and
  - which cannot be prevented or rendered harmless with economically reasonable measures even by the utmost care reasonably to be expected in the circumstances.
- 13.3 The existence of a case of force majeure shall not affect existing price agreements and shall not entitle the Supplier to increase prices.
- 13.4 If the force majeure event lasts for more than two (2) weeks, we shall be entitled to withdraw from the affected Orders.

### 14. Transfer of Orders to Third Parties

The transfer of Orders to third parties is only permitted with our written consent; otherwise, we are entitled to withdraw from the Order in whole or in part and to claim damages.

### 15. Termination and Product Discontinuation

- 15.1 If the Deliveries are made under a continuing obligation whose term and cancellation period have not been expressly agreed in writing, the Supplier shall be entitled to terminate the continuing obligation subject to a reasonable cancellation period of at least twelve (12) months. The termination shall be made in writing.
- 15.2 If the Supplier intends to discontinue our supply of products which we have purchased from it in the last twenty-four (24) months or which have been sampled to us in this period, the Supplier shall give us written notice of the discontinuation of supply with a notice period of twelve (12) months for non-customized products and twenty-four (24) months for customized products and shall grant us the opportunity and the right to order adequate quantities within these periods. The benchmark for adequacy in this regard shall be the quantity ordered by us in the last twelve (12) respectively twenty-four (24) months. Alternatively, the Supplier shall offer us a last-call option to fulfill our requirements for the above-mentioned periods.

### 16. Customs and Export Control

- 16.1 The Supplier shall inform us in writing of any existing authorization requirements or restrictions on (re-)exports of the Deliveries according to the applicable export control and customs regulations. In the case of Deliveries subject to authorization or restrictions, the Supplier shall provide us in writing prior to the first Delivery with the FST material number, description of products, all applicable dual-use and export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN, including EAR99), copies of export or transfer authorizations requested by the authorities in the country of departure, the commercial origin of the products and the statistical commodity code (HS-Code), if available. The Supplier shall notify us without undue delay of any changes in the dual-use and export list numbers (including ECCN) applicable to the Deliveries.
- 16.2 Upon request, the Supplier shall issue a certificate of origin. For Deliveries from a country which is a party to a free trade or preferential trade agreement, the Supplier shall, if legally permissible, attach the respective prescribed proof of origin without being requested to do so. For Deliveries within the European Union, the Supplier shall, within four (4) weeks after request by us, issue a long-term supplier's declaration which complies with the requirements of the respective applicable EU regulation. In the case of initial shipments, the Supplier shall provide us with the information on the commercial and preferential origin in writing no later than at the time of the first shipment.
- 16.3 In the case of Deliveries across customs borders, the Supplier shall be obliged to enclose all necessary documents with the Delivery.
- 16.4 In the event of repeated violations of the obligations under this Clause 16, we shall be entitled, notwithstanding any further rights, to terminate the business relationship in whole or in part without notice.

### 17. Intellectual Property

In case of commissioned services or work performances, the following shall apply:

We shall be entitled to the irrevocable, worldwide, unlimited in time, exclusive, unrestricted in content, transferable, sub-licensable and, upon payment of the agreed remuneration, conclusively compensated right of use to the commissioned work results, in particular the defined deliverables as well as all related documents, reports, protocols and similar documents produced by the Supplier in connection with the Order (hereinafter referred to as "Work Results"). This includes all known and unknown types of use (including the right to rent, lease, translate, publish, edit, further develop/modify, redesign and otherwise change). The Work Results are subject to our unrestricted right of ownership and disposal.

If the Work Results include software programs, we shall be granted all aforementioned rights of use with regard to both the object code and the source code of the software. The Supplier expressly waives the right to be named as the author.

### 18. Termination

- 18.1. FST reserves the right to terminate any Order, thirty (30) days after issuing formal notice to no avail, in the event of a breach by the Supplier of its contractual obligations, and in particular its obligation to supply under the conditions specified in the Order, notably within the delays set out in the Order, its warranty obligation, its confidentiality obligation, or its obligation to transfer the intellectual property rights attached to the Deliveries or, in general, any obligation of faithful performance of the Order. The same applies (i) in the event of a risk of insolvency in accordance with applicable regulation, (ii) in the event of transfer or change of direct or indirect control of the Supplier without the prior written agreement of FST, and/or (iii) in the event of a serious risk that the Supplier will fail to perform its obligations, without compensation to the Supplier and without prejudice to any rights and damages that FST may claim.
- 18.2. Furthermore, FST reserves the right to terminate the Order for reasons of its own (cancellation of an order by one of FST's customers or if it is impossible to obtain authorisation to export the Products to the customer's country etc.). In this case, if the Supplier has started to perform the Order, FST will make a payment in full discharge to the Supplier equal, for Deliveries, to the proportion of the contractual price of the Services completed, and for Products, to the costs incurred for the supplies already provided by the Supplier, in accordance with the Order, after deducting the down payments already made if any, it being understood that FST must be given proof of the expenses incurred by the Supplier within thirty (30) days of the date of notice of termination. The Supplier cannot claim any other compensation.
- 18.3. If the advance payments made by FST exceed the value of the Deliveries already completed, the Supplier undertakes to reimburse FST as soon as possible and in any event within a maximum period of fifteen (15) days from the date of FST's request for reimbursement to the Supplier.

### 19. Applicable law and place of jurisdiction

- 19.1 These Terms and Conditions of Purchase as well as all disputes arising out of or in connection with them and the entire legal relationship between us and the Supplier in particular from Orders or concerning their validity, execution, interpretation and termination shall be governed exclusively by the laws of France, excluding the provisions of its Private International Law. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral agreements shall not apply.
- 19.2 The exclusive place of jurisdiction for all claims arising from or in connection with our business relationship with the Supplier, in particular from Orders or concerning their validity, execution, interpretation and termination, shall be Paris, France. However, we shall also be entitled, at our discretion, to sue the Supplier at any other general or special place of jurisdiction.
- 19.3 If the Supplier has its registered office outside France, we shall also be entitled, at our option, to have all disputes arising from or in connection with our business relationship with the Supplier, including disputes concerning the validity, execution, interpretation and termination of Orders, finally decided by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce by the Arbitration Tribunal of Paris (France) by one arbitrator appointed in accordance with the said Rules, excluding ordinary legal action. At the Supplier's request, we shall exercise this right of choice prior to the commencement of the proceedings. The arbitration court shall have its seat in Paris, France. The arbitration proceedings shall be held in English and the dispute shall be decided in accordance with French law.