

Allgemeine Einkaufsbedingungen - Terms and Conditions of Purchase

Edition 09/2024

The Terms and Conditions of Purchase are stated in German and English, whereby in case of doubt the German version shall prevail.

1. General, Scope

1.1 Unless otherwise agreed in writing, the legal relationship between the Supplier and Steyr Motors AG shall be governed exclusively by the following Terms and Conditions of Purchase in the respective current edition.

1.2 Steyr Motors AG does not accept general terms and conditions as well as all comparable provisions of the Supplier insofar as they conflict with the Terms and Conditions of Purchase of Steyr Motors AG. This shall also apply if Steyr Motors AG does not expressly object to these provisions which conflict with the Terms and Conditions of Purchase.

1.3 All further agreements made between the Supplier and Steyr Motors AG for the purpose of executing the respective contract shall be recorded in writing. The written form requirement may only be waived in writing.

2. Conclusion of the agreement

2.1 The Supplier shall prepare its quotation free of charge.

2.2 Only written, signed orders of Steyr Motors AG ("Orders") are considered as legally binding. For this purpose, a purchase Order that has been typed by Steyr Motors AG shall also be deemed as signed.

2.3 The Supplier is obliged to confirm the Order of Steyr Motors AG in writing within a period of 14 days. Until receipt of the confirmation Steyr Motors AG is entitled to revoke the Order without any cost and liability.

3. Changes or cancellation of the Order

3.1 Steyr Motors AG is entitled to change or cancel the Order in whole or in part up to 14 days before the agreed delivery or service date. Furthermore, Steyr Motors AG is entitled to change or cancel the Order in whole or in part in case of serious reasons, e.g. if the customer order is cancelled and the change is reasonable for the Supplier.

3.2 In the event of changes or cancellations pursuant to section 3.1, Steyr Motors AG shall reimburse the Supplier for the costs incurred directly from the change or cancellation if those costs cannot be compensated by commercial alternatives, up to the value of the Order. In this respect, Steyr Motors AG shall be entitled to demand the hand-over and transfer of ownership of the products paid. Section 2.1 shall remain unaffected.

3.3 Steyr Motors AG is entitled to change its requirements or specifications. The changes shall become effective with the corresponding notification of the Supplier. If such changes directly affect the prices or contractual dates

an appropriate adjustment of the same shall be made, provided that the Supplier requests the adjustment before completion of the products and Steyr Motors AG agrees to it. If the parties do not reach agreement on the adjustment, both parties shall be entitled to withdraw from the Order of the affected products. Sections 3.1 and 3.2 shall apply accordingly.

3.4 Without the prior written consent of Steyr Motors AG, the Supplier is not entitled to make technical changes to the products or the manufacturing process.

3.5 The Supplier may transfer the manufacturing of the products in whole or in parts to third parties only with the prior consent of Steyr Motors AG which will not be unreasonably refused. The Supplier shall ensure that the third party complies with the provisions of the Order. The consent of Steyr Motors AG shall not relieve the Supplier of any liability.

4. Prices, payment terms, taxes

4.1 Prices are to be formed excluding sales tax.

4.2 The Supplier shall offer its products to Steyr Motors AG and its affiliated companies in each case at the most favorable conditions.

4.3 Invoices must comply with legal requirements and must be submitted separately for each order, stating the order number of Steyr Motors AG. The value added tax must be shown in the invoice separately. Invoices that have not been prepared properly shall be deemed as not submitted.

4.4 Payment shall be made subject to proper delivery and invoicing. Unless otherwise agreed, the payment term shall be 60 days net without deduction. The period shall commence upon receipt of the invoice or if the products arrive after the invoice upon receipt of the products, but in no event before the agreed date of receipt of the products. In cases of the acceptance of early deliveries the due date shall be based on the agreed delivery date.

4.5 The Supplier is not entitled to assign its claims against Steyr Motors AG without the prior written consent of Steyr Motors AG.

4.6 The unconditional payment of the invoice amount by Steyr Motors AG does not imply any acceptance of the Supplier's products as being in conformity with the contract.

4.7 The Supplier shall not be entitled to any right of retention insofar as it is based on counterclaims from other legal transactions. The supplier may only offset such claims that are undisputed or have been legally established.

5. Delivery time and delay

5.1 Agreed dates, deadlines and quantities are binding. The receipt of the goods by Steyr Motors AG shall be decisive for compliance with the delivery date or the delivery period.

5.2 The Supplier is obliged to inform Steyr Motors AG immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met.

5.3 In the event of a delay in the delivery, Steyr Motors AG shall be entitled to demand a contractual penalty in the amount of 0.2% of the Order value per completed day of delay, up to a maximum of 5% of the Order value. The performance obligations of the Supplier remain unaffected.

5.4 In addition to the contractual penalty, the Supplier is obliged to compensate Steyr Motors AG for the damage caused by the delay. This also includes cover or replacement purchases as well as damages suffered from any business interruptions.

5.5 In the event of a delay in delivery, any down payments made shall be deemed to have been paid in advance. They shall bear interest in full (including VAT) at the statutory default interest rate for the duration of the default.

5.6 In the event of repeated delays in delivery, despite the setting of reasonable grace periods, Steyr Motors AG shall be entitled to terminate the contract with immediate effect by means of a simple written notification to the Supplier without the Supplier being entitled to any claims of any kind whatsoever.

5.7 Steyr Motors AG expressly reserves any further legal rights and claims due to default of the Supplier.

5.8 If Steyr Motors AG is prevented from accepting the delivery as a result of circumstances which Steyr Motors AG cannot avert despite reasonable care, in particular in the event of operational disruptions, strike, etc., the time of acceptance shall be postponed by the duration of the prevention.

6. Packaging / Transport / Proof of origin

6.1 Unless agreed otherwise, the packaging shall be selected by the Supplier independently and with the utmost care taking into account the specific requirements of the delivery item in Order to ensure the greatest possible protection against damage and external influences. If Steyr Motors AG has additionally sent a packing instruction (BP008_packing instruction for Supplier, BP009_packing instruction for Supplier) to the Supplier, the Supplier must follow the respective packing instruction when packing the delivery item.

6.2 The packaging material used by the Supplier must be of such a nature and labeled in such a way that it can be disposed of in accordance with the applicable statutory provisions without additional expense. The legal take-back obligation of the Supplier remains unaffected.

6.3 Unless otherwise agreed the costs of shipment to the receiving point and packaging designated by Steyr Motors AG shall be borne by the Supplier. In the case of pricing ex works or ex sales warehouse of the Supplier, shipment shall be made at the lowest cost in each case unless Steyr Motors AG specifies a mode of shipment.

6.4 The Order number of Steyr Motors AG must be indicated on all shipping documents and delivery bills.

6.5 Partial deliveries and services as well as delivery / performance before the agreed date are only permissible with the prior written consent of Steyr Motors AG. In the case of partial deliveries, the remaining quantity to be delivered must be stated.

6.6 Over- / under-deliveries of bulk items and yard goods may not exceed 5%.

6.7 The customs origin of newly included delivery items or a change of origin must be notified to Steyr Motors AG immediately and without being requested. The Supplier shall be liable for all disadvantages incurred by Steyr Motors AG due to improper or delayed submission of the Supplier's declaration. As far as necessary, the Supplier

has to prove his information on the origin of the goods by means of an information sheet confirmed by his customs office. Any additional costs resulting from changes of origin shall be borne by the Supplier in any case.

7. Quality

7.1 The products must comply with the specifications and requirements of Steyr Motors AG. The Supplier shall comply with the codes of practice and the specific requirements and regulations of Steyr Motors AG for the development, manufacture and delivery of its items. The Supplier shall be obliged to comply with the latest statutory regulations in the country of manufacture and the customer's countries to which the delivered product is subject.

7.2 Steyr Motors AG shall be entitled to carry out an inspection by sampling and, if the permissible or agreed limit values are exceeded, to reject the delivery as a whole or to inspect it as a whole at the Supplier's expense and risk and to demand replacement of the defective parts. Other claims and rights remain unaffected. Steyr Motors AG reserves the right to charge the Supplier for the costs of the inspection in the event of a complaint. The Supplier waives the objections due to delayed inspection or delayed notification of detected defects.

7.3 The Supplier shall be obliged to notify Steyr Motors AG of any defects in the products already delivered by him, irrespective of the limitation period for any claims for defects.

7.4 The Supplier is obliged to maintain a quality management system for its products, e.g. according to ISO 9001:2015 or comparable. The supplier shall provide Steyr Motors AG with corresponding evidence upon request.

7.5 The Supplier agrees to a review of its quality management system and the respective manufacturing and testing processes concerned carried out by Steyr Motors AG or a third party (e.g. customers of Steyr Motors AG) by means of QM system audits and/or process audits after prior notification in due time.

7.6 As far as authorities responsible for motor vehicle safety, exhaust gas legislation etc. demand insight into the production process and the test documents of Steyr Motors AG the Supplier agrees, at the request of Steyr Motors AG, to grant them the same rights at its plant and to provide all reasonable assistance in this regard.

8. Acceptance and transfer of risk

8.1 In case of deliveries consisting of goods and work or if the Order includes the installation or assembly of the delivered goods, a formal acceptance is generally required. The Supplier must request the formal acceptance in writing in due time and submit the entire documentation for the product. Unless otherwise agreed, Steyr Motors AG shall carry out the formal acceptance at the latest 30 days after receipt of the products when ready for acceptance. Unless otherwise agreed Steyr Motors AG reserves the right of a test run of up to 6 weeks duration. A protocol of the formal acceptance shall be made. Any objections raised by Steyr Motors AG as well as the deadlines for the correction of nonconformities shall be recorded in the protocol. The protocol is to be signed by the parties.

8.2 Partial acceptance shall only take place based on a separate agreement. Plant components which are covered by other plants or components at the time of formal acceptance and are therefore are no longer visible must be

formally accepted before they are covered. Unless otherwise agreed, partial acceptances shall be deemed to be quality checks only and shall not replace the formal acceptance. Initial operation of the products or parts does not replace their formal acceptance. The expiry of any acceptance deadlines set by the Supplier shall only cause acceptance to be deemed to have taken place if Steyr Motors AG is in default with the formal acceptance.

8.3 In cases as section 8.1 and 8.2, the risk shall pass to Steyr Motors AG upon formal acceptance, otherwise upon delivery to the place designated by Steyr Motors AG. If quality assurance agreements about nonconformity inspection exist between the parties, these shall take precedence over the provisions of section 8.1 and 8.2 in regards of defect inspection and notification obligations to be fulfilled by Steyr Motors AG.

8.4 Steyr Motors AG shall notify the Supplier in writing of any defects as soon as they are detected under the circumstances of a proper course of business. The incoming goods inspection of Steyr Motors AG is only a supplementary, not obligatory quality assurance measure, which checks the required quality on a random sample basis. The Supplier is therefore solely and fully responsible for the flawless and documentation-compliant quality of its products and therefore expressly waives the objection of not or not properly carried out notification of defects in accordance with section 377 of the Austrian Commercial Code (UGB).

8.5 The ownership shall transfer at the latest upon transfer of risk to Steyr Motors AG without restriction.

9. Warranty, spare parts

9.1 Steyr Motors AG shall be entitled to any claims for defects provided by law. In particular Steyr Motors AG shall be entitled to demand correction or replacement from the Supplier at its own discretion. The right to claim damages, in particular instead of performance, is expressly reserved.

9.2 Unless a longer limitation period is stipulated by law or for property rights in the following section 12, the limitation period for claims concerning defects shall be 36 months.

9.3 If a material defect becomes apparent within six months of the transfer of risk it shall be presumed that the item was already defective at the time of the transfer of risk.

9.4 If the Supplier does not comply with the request of Steyr Motors AG for correction or replacement within the period set, Steyr Motors AG reserves the right to withdraw from the contract.

9.5 In urgent cases, Steyr Motors AG shall be entitled to carry out the correction itself or to have it carried out by a third party (substitute performance) without setting a grace period and at the expense of the Supplier.

9.6 In the event of repeated nonconform delivery Steyr Motors AG shall be entitled to withdraw from the contract after written request without the Supplier being entitled to any claims whatsoever, also with regard to deliveries and services ordered but not yet performed.

9.7 If the defect only becomes apparent after the start of production or after the installation of the delivery item in the higher-level assembly or installation of the assembly in the motor vehicle, Steyr Motors AG shall still be entitled to invoke the warranty. In this case, the Supplier expressly waives the objection of delayed notification of defects.

9.8 If the Supplier attaches its products with supplies from Steyr Motors AG or third parties involved by Steyr Motors AG to form a complete product, it shall also be responsible for the quality of the complete product if the Supplier fails to notify Steyr Motors AG or third parties commissioned by Steyr Motors AG in writing without

delay of any defects in supplies which can be detected by exercising due care. This shall also apply in the event that the Supplier submits plans, drawings and calculations to Steyr Motors AG for inspection prior to performance of the service and these are used as a basis for the Order.

9.9 The Supplier shall supply spare parts for the period of the expected technical use of the delivery at reasonable conditions, but at least within a period of 10 years from the last delivery. If the Supplier plans to discontinue the manufacture of a product (in particular of spare parts, semi-finished products or raw materials for production at Steyr Motors AG), he shall notify Steyr Motors AG of this as soon as possible, but at least 12 months before discontinuing production.

10. Product liability, indemnification, insurance coverage

10.1 As far as the Supplier is responsible for product damage and the cause lies within the sphere of the Supplier, the Supplier shall be obliged to indemnify Steyr Motors AG in this respect against claims for damages of third parties upon first request.

10.2 Within the scope of its liability for cases of damage as defined in section 10.1 the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by Steyr Motors AG. Steyr Motors AG shall inform the Supplier as far as possible and reasonable about the content and scope of the recall measures to be carried out and give the Supplier the opportunity to comment. Further claims for compensation shall remain unaffected.

10.3 The Supplier shall be liable for the deliveries of his sub-suppliers as for his own.

10.4 The Supplier undertakes to maintain liability insurance with coverage of at least EUR 10,000,000 per personal injury and/or property damage for the duration of the contract, but for at least ten years beginning with the last delivery. If Steyr Motors AG is entitled to further claims for damages these shall remain unaffected.

11. Rights of use

Steyr Motors AG shall be granted a non-exclusive, irrevocable, worldwide, free of charge, transferable and sub-licensable right of use for an unlimited period of time to all technical information (documentation, software object and source codes and other works) as well as industrial property rights which arise in the course of the performance of the contract or are necessary for the use of the products in accordance with the contract. This includes in particular the right to use the products for the internal use of Steyr Motors AG and for use in connection with a product of Steyr Motors AG or by third parties to process (e.g. by modification, redesign, supplementation), reproduce, distribute and sell the products and to incorporate them into its own product in modified or unmodified form.

12. Industrial property rights

12.1 In addition to the statutory warranty of title the Supplier warrants that no industrial property rights or copyrights of third parties are infringed by the exercise of the rights of use pursuant to section 11 in respect of the delivered products.

12.2 Upon request the Supplier shall name all property rights held by the Supplier or its licensor in connection with the product. If the Supplier discovers the infringement of property rights, he shall inform Steyr Motors AG immediately without request. If claims are asserted against Steyr Motors AG by a third party due to the infringement of property rights, the Supplier shall be obliged to indemnify Steyr Motors AG against such claims upon first written request. Insofar as the Supplier has complied with the aforementioned obligation, Steyr Motors AG shall not be entitled to enter into a settlement with the third party due to this infringement without the Supplier's consent. The Supplier's obligation to indemnify refers to all expenses necessarily incurred by Steyr Motors AG from or in connection with the claim by a third party.

12.3 The Supplier shall at its own discretion and at its own expense either modify the product in such a way that it does not infringe the property rights when used by Steyr Motors AG but still complies with the contractual agreements or obtain the right of use for Steyr Motors AG. If the Supplier does not succeed in doing so, he shall be obliged to take back the products as well as any stocks, reimburse for any costs and compensate for the damage caused.

12.4 The limitation period for claims based on the infringement of industrial property rights or copyrights of third parties shall be ten years, commencing with the transfer of risk.

12.5 The Supplier shall not be liable insofar as he has manufactured the product exclusively in accordance with the drawings and models of Steyr Motors AG and he did not know or could not be expected to know that the manufacture of this product constitutes an infringement of property rights.

13. Retention of title, provision

13.1 Steyr Motors AG shall retain title to any items provided to the Supplier ("Provisions"). Processing or transformation by the Supplier shall be carried out for Steyr Motors AG. The Supplier shall store the Provisions separately and free of charge, shall mark them in an unchangeable manner and manage them. The use of Provisions is only permitted for orders placed by Steyr Motors AG. Decrease in value and loss of the Provisions provided shall be borne by the Supplier, even in the event that the materials are provided free of charge. The Supplier shall be liable for the proper handling of the Provisions.

13.2 If Provisions by Steyr Motors AG are processed with other items not owned by Steyr Motors AG, Steyr Motors AG shall acquire co-ownership of the new item in the ratio of the value of its Provision (purchase price plus VAT) to the other processed items at the time of processing. If the Provision is inseparably mixed by Steyr Motors AG with other objects not owned by Steyr Motors AG, Steyr Motors AG shall acquire co-ownership of the uniform object in the ratio of the value of the Provision (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the Supplier's items is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers co-ownership to Steyr Motors AG on a pro rata basis; the Supplier shall keep the sole ownership or the co-ownership for Steyr Motors AG.

13.3 The Supplier must report any errors in the materials provided by Steyr Motors AG without delay. Defective Provisions may only be used after written instruction of Steyr Motors AG.

14. Termination of contract for cause

Steyr Motors AG may withdraw from the contract or terminate it for cause, in particular if insolvency proceedings are applied for or opened with respect to the assets of the Supplier or if the opening of such proceedings is rejected due to a lack of assets or if the fulfillment of the contract is jeopardized by the fact that the Supplier has not only temporarily suspended its payments and/or its business activities.

15. Export control

15.1 The coming into force of the contract is subject to the condition precedent that the Supplier submits the required import or (re-)export documents, classifies the products concerned in accordance with the applicable regulations and assists Steyr Motors AG in obtaining export licenses. The coming into force of the contract is furthermore subject to the condition precedent that the Supplier completes and signs a Commodity Export Classification Certificate ("CECC") provided by Steyr Motors AG in accordance with the written instructions for completion. The Supplier warrants that all import or (re-)export classification information relating to the products it provides to Steyr Motors AG is true and accurate and that the performance of its contractual obligations does not violate any applicable import or (re-)export regulations.

15.2 The Supplier expressly undertakes to provide Steyr Motors AG together with the order confirmation with a list of all equipment, components, tools, know-how, etc. which are subject to foreign (re-)export control regulations, foreign trade and payment regulations, destination control regulations, etc. Before performing its services the Supplier is obliged to provide Steyr Motors AG with all evidence (in particular certificates of origin) required by Steyr Motors AG for obtaining customs and other benefits and for customs clearance, as well as all related procedures, actions etc.

15.3 The Supplier is obliged to inform Steyr Motors AG immediately in writing of any changes or amendments to the applicable foreign trade regulations which affect the services already provided or still to be provided after the order.

15.4 The Supplier shall ensure that all necessary import and (re-) export permits are permanently maintained. Should such a permit be revoked, expire without renewal or become invalid for reasons for which the Supplier is responsible, Steyr Motors AG shall be entitled to terminate the contract for cause without being obliged to pay damages. The right of Steyr Motors AG to claim compensation for all resulting losses and damages remains unaffected.

15.5 The Supplier shall ensure that the following information is clearly printed on all delivery documents:

- a. the export licenses that have been issued for the Products;
- b. any other relevant information related to such licenses; and
- c. any (re)export control regulations applicable to the Products and applicable restrictions.

15.6 If the Supplier fails to fulfill its obligations under sections 15.1 to 15.5, the Supplier shall be obliged to compensate Steyr Motors AG and / or its customers for all resulting damages and expenses.

16. Environmental protection & safety

16.1 The Supplier is responsible for compliance with the applicable legal regulations regarding environmental protection and health & safety. Steyr Motors AG reserves the right to demand compliance with the regulations of the ISO 14001 standard if necessary, provided that the Supplier is a certified company.

16.2 Delivery must be effected in compliance with national and international rules and regulations regarding all hygiene, safety and environmental concerns, including the handling of hazardous substances in the context of the manufacture and processing of products (in particular REACH, RoHs, WEEE, etc.) as well as in the context of the transport of products (in particular with regard to packaging, electronic equipment and waste, etc.).

16.3 In the absence of any agreement to the contrary, the Supplier undertakes to declare all delivered products and their ingredients in full via BOMcheck (www.bomcheck.net).

16.4 The Supplier is obliged to notify and report any deviation from compliance with such regulations. Should Steyr Motors AG incur any damage as a result of a deviation from or a violation of such legal requirements, the Supplier shall be obliged to compensate the damage. The Supplier shall immediately and unconditionally indemnify Steyr Motors AG from any liability arising from the violation of aforementioned regulations and guidelines.

16.5 If the Supplier, its headquarters or production is not located within the legal territory of the Republic of Austria or the EU, the Supplier is obliged to comply with all requirements of both national and European laws, directives, regulations, etc. and to provide appropriate evidence.

16.6 The Supplier is obliged to pass on the obligations stipulated herein to his subcontractors.

17. Subcontractors

17.1 The Supplier shall only be entitled to transfer the performance of services in whole or in part to subcontractors with the prior written consent of Steyr Motors AG.

17.2 The Supplier shall oblige the subcontractors used in accordance with its own obligations towards Steyr Motors AG, in particular with regard to confidentiality and data protection.

17.3 The Supplier shall be liable to Steyr Motors AG for the fault of the subcontractors and vicarious agents used by him as for his own fault.

17.4 If the Supplier violates any of the aforementioned obligations or warranties in sections 17.1 to 17.3, the Supplier shall be liable for all resulting damages. Furthermore, the parties agree that a breach of the provisions of this section 17 constitutes an important reason entitling Steyr Motors AG to terminate the existing contract with the Supplier without notice.

18. Documents, confidentiality, data protection

18.1 Steyr Motors AG reserves all property rights and copyrights to illustrations, drawings, drafts, samples, manufacturing specifications, calculations, other documents and information (hereinafter uniformly referred to as "Information") which Steyr Motors AG provides to the Supplier for the purpose of submitting an offer or executing a contract. This information must be marked accordingly by the Supplier and may not be used or reproduced for other purposes.

18.2 The Supplier is obliged to keep all information provided by Steyr Motors AG strictly confidential. It may not be made accessible to third parties without the express written consent of Steyr Motors AG and must be returned to Steyr Motors AG without being requested to do so after completion of the contract. The Supplier shall have no right of retention to this information. The obligation to maintain secrecy shall also apply after execution of the contract; it shall expire if and insofar as the production knowledge contained in the information provided has become generally known or has been expressly released in writing by Steyr Motors AG.

18.3 The Supplier shall transfer the obligations of section 18.1 f to any subcontractors.

19. General provisions

19.1 Unless mandatory by law the place of jurisdiction shall be the registered office of Steyr Motors AG in Steyr, Austria.

19.2 The Austrian law with the exclusion of its conflict in law provisions and the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.

19.3 Unless otherwise stated in the Order the registered office of Steyr Motors AG shall be the place of performance.

19.4 The invalidity or unenforceability of any provision of the Terms and Conditions of Purchase shall not affect the validity of the remainder of the Terms and Conditions of Purchase.

20. Integrity & Compliance

The Supplier undertakes to truthfully complete and sign the Steyr Motors Information Request Questionnaire and submit it to Steyr Motors AG. The Supplier shall not to engage in any business practices that conflict with the Steyr Motors Code of Conduct.

22. Advertisement

The Supplier is not entitled to report on the cooperation with Steyr Motors AG without the written consent of Steyr Motors AG, in particular to include Steyr Motors AG in its list of references or to use logos of Steyr Motors AG.