General Terms and Conditions of Sale

Thermal Management Solutions DE Oberboihingen GmbH

Effective Date: 01 September 2025

This translation is for information purposes only. In case of dispute, the German version shall prevail.

§ 1 Scope and Order of Precedence

1. These General Terms and Conditions of Sale ("GTC") apply to all business relations between **Thermal Management Solutions DE Oberboihingen GmbH** (hereinafter the "Seller") and its customers (hereinafter the "Buyer"). They apply only if the Buyer is an entrepreneur within the meaning of **Section 14 BGB (German Civil Code)**, a legal entity under public law or a special fund under public law.
2. These GTC apply in particular to all offers, deliveries and services rendered by the Seller to the Buyer. Unless otherwise agreed, the version valid at the time of the Buyer's order shall apply.
3. Only these GTC shall apply. Any deviating, conflicting or supplementary purchasing or other terms of the Buyer shall become part of the contract only if and to the extent that the Seller has expressly consented to their validity. This requirement of express consent applies in all cases, including where the Seller, being aware of the Buyer's conditions, executes delivery without reservation.
4. Individual agreements (e.g. framework supply contracts, quality assurance agreements) and the Seller's order confirmation shall prevail over these GTC.

§ 2 Conclusion of Contract, Orders, Specifications

1. Offers made by the Seller are non-binding and without obligation. This also applies where catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), product descriptions or other documents have been provided to the Buyer. Such information serves merely for approximate description. A contract is formed only upon written order confirmation by the Seller or upon delivery of the goods.
2. The technical documents referred to above shall become part of the contract only if expressly agreed.
3. The Buyer shall be responsible for the completeness and accuracy of all specifications it provides (requirement specification, drawings, material

specifications) for each order and warrants that the Seller receives all information necessary to perform the contract in due time.

4. Any statements, assurances or undertakings made during negotiations shall only become binding if expressly agreed.
5. An order accepted by the Seller may only be cancelled with the Seller's express consent, and only on the condition that the Buyer fully compensates the Seller for all losses, costs (in particular labour, material, administrative and remarketing expenses), damages, fees and disbursements arising from the cancellation. Confirmed orders for non-stock goods may no longer be cancelled once production has commenced or once the Seller has placed the corresponding order with a third party.

§ 3 Forecasts, EDI Communication, Call-Off Orders

1. Forecasts or production schedules provided by the Buyer are non-binding. Only orders or call-offs confirmed by the Seller shall be binding.
2. In the case of **EDI** (Electronic Data Interchange) communication, the data record confirmed by the Seller shall prevail. Obvious transmission errors may be corrected.
3. Individual call-offs based on framework agreements become binding only upon the Seller's confirmation and are governed by the provisions of the relevant framework agreement.

§ 4 Modifications to the Goods

If the ordered goods are not manufactured according to the Buyer's specifications, the Seller reserves the right to modify, discontinue or alter the design or construction of the goods.
Clerical, typographical or other errors or omissions in sales documents, quotations, price lists, acceptance confirmations, invoices or other documentation issued by the Seller may be corrected at any time.

§ 5 Prices, Terms of Payment, Set-Off

1. All prices are stated in euros and – unless otherwise agreed – are exclusive of VAT, packaging, transport and insurance costs, customs duties and other charges. The price valid at the time of the Seller's order confirmation shall apply.

2. The purchase price shall be payable within **30 days** from the date of invoice and delivery. The Seller may at any time make delivery conditional upon advance payment, provided such reservation is declared in the order confirmation.
3. Upon expiry of the payment period the Buyer shall be in default. The purchase price shall bear interest at the statutory default interest rate during the period of default. The Seller reserves the right to claim further damages caused by delay.
4. Any technical or other modification of the goods by the Buyer entitles the Seller to recalculate the price. If a modification renders raw materials or auxiliary materials previously procured unnecessary, the Buyer shall reimburse such costs prior to delivery of the modified goods.
5. The Buyer may assert rights of set-off or retention only where its counterclaims are undisputed or have been finally adjudicated.

§ 6 Retention of Title

1. The Seller retains title to the goods sold until full payment of all present and future claims arising from the purchase contract and the ongoing business relationship with the Buyer has been made.
2. Goods subject to retention of title may neither be pledged nor assigned by way of security prior to full payment of the secured claims. The Buyer shall immediately notify the Seller if an application for insolvency proceedings is filed or if third parties (e.g. through seizure) gain access to the goods belonging to the Seller.
3. In the event of a breach of contract by the Buyer – in particular failure to pay the due purchase price – the Seller shall be entitled to withdraw from the contract and/or demand surrender of the goods under retention of title. If the Buyer fails to pay the purchase price, the Seller may exercise these rights only after setting a reasonable deadline for payment, unless such deadline is dispensable under statutory provisions.
4. The Buyer is entitled, until revoked, to resell and/or process the goods subject to retention of title in the ordinary course of business. In such cases, the following shall apply:

a) Retention of title shall extend to products resulting from processing, mixing or combining the delivered goods to their full value, whereby the Seller shall be deemed the manufacturer. If third-party ownership rights remain in place after processing, mixing or combining, the Seller shall acquire co-ownership proportional to the invoice value of the processed goods.

b) The Buyer hereby assigns to the Seller, by way of security, all claims arising from the resale of the goods or products, in full or in the amount of any co-ownership share. The Seller accepts this assignment.

c) The Buyer remains authorised to collect the assigned claims in addition to the Seller. The Seller undertakes not to collect such claims as long as the Buyer meets its payment obligations, no deterioration of its financial standing occurs, and the Seller has not asserted retention-of-title rights. Upon request, the Buyer must disclose the assigned claims and their debtors, provide all information and documents necessary for collection, and inform the debtors of the assignment.

5. If the realisable value of securities exceeds the Seller's claims by more than 10%, the Seller shall release securities at the Buyer's request, selecting which securities to release.

§ 7 Delivery Dates, Delivery, Passing of Risk

1. Delivery dates stated in order confirmations are non-binding estimates unless explicitly agreed as binding.
2. If the Seller is unable to meet binding delivery periods for reasons beyond its control (non-availability of performance), it shall notify the Buyer without undue delay and inform it of the expected new delivery period. If performance remains unavailable even within the new period, the Seller may withdraw from the contract in whole or in part; any consideration already paid shall be refunded.
3. The Seller shall not be liable for delivery impediments due to **force majeure** or events beyond its control; such cases are governed exclusively by § 8.
4. The occurrence of delivery default shall be determined in accordance with statutory provisions, but in any case requires a reminder by the Buyer.
5. Delivery shall be made **ex works** (EXW) from the Seller's warehouse, which is also the place of performance for delivery and any subsequent performance. At the Buyer's request and expense, goods may be shipped to another destination; in the absence of an agreement, the Seller may determine the mode of shipment (carrier, route, packaging) at its discretion.
6. Partial deliveries are permissible and reasonable.
7. The risk of accidental loss or deterioration passes to the Buyer upon delivery. In the case of shipment, the risk passes to the Buyer upon handover of the goods to the carrier, freight forwarder, or other person designated to perform shipment.

§ 8 Force Majeure

1. “Force majeure” under these GTC means any event beyond the reasonable control of the affected party that was unforeseeable at the time of contract conclusion and unavoidable even with due care, which prevents or substantially impedes performance. This includes, inter alia: natural disasters; fire or explosion; war, terrorism, civil unrest; governmental acts, embargoes, sanctions, or revocation of licences; epidemics/pandemics (including official restrictions); lawful strikes or lockouts; significant disruptions to transport, ports, borders or energy supply; and large-scale IT/network/cloud failures, including cyberattacks.
2. Cost increases, demand drops, general market disturbances, or mere lack of profitability do not constitute force majeure.
3. The affected obligations are suspended for the duration of the disturbance plus a reasonable start-up period. Deadlines are extended accordingly. Contractual penalties and delay consequences shall not apply during this period.
4. Payment obligations for defect-free performances already rendered remain unaffected.
5. The affected party must notify the other in writing within **five (5) working days** after becoming aware of the event, describing its nature, timing, impact, expected duration, and mitigation measures, and provide updates or reasonable evidence upon request.
6. If an event of force majeure at the Buyer’s side demonstrably impairs its ability to take delivery or issue call-offs, the Seller may suspend, reduce, postpone, or cancel the affected deliveries proportionally without liability.
7. Should acceptance be prevented by force majeure on the Buyer’s part, the Seller may store the goods at the Buyer’s cost and risk for up to three months after readiness for dispatch and invoice them accordingly.
8. If the event continues for more than **90 consecutive calendar days**, either party may terminate the affected part of the contract in writing without liability.

§ 9 Warranty (Defects Liability)

1. The Buyer’s rights in the event of material or legal defects shall be governed by statutory law unless otherwise provided herein. Consumer-goods sales provisions (§§ 474 ff. BGB) and separately issued warranties remain unaffected.
2. The basis for liability for defects is the agreement on the condition and intended use of the goods. Product descriptions or publicly issued specifications by the Seller form part of this agreement. If no such agreement exists, defectiveness shall be determined pursuant to **§ 434 BGB**.

3. The Seller shall not be liable for defects known or grossly negligently unknown to the Buyer (§ 442 BGB). The Buyer must comply with its statutory duties to inspect and notify defects (§§ 377, 381 HGB). For goods intended for processing, inspection must occur immediately before use. Obvious defects must be reported in writing within seven (7) calendar days of delivery; hidden defects within the same period after discovery. Failure to do so excludes liability.
4. In case of a defect, the Seller has the right to choose between **remedying the defect** or **supplying a replacement**. For prototype parts, liability is limited: such parts are provided only for testing and approval purposes, with no serial reliability owed.
5. The Buyer must allow the Seller reasonable opportunity for inspection and remedy and, upon request, return defective goods. Removal or installation costs are not included unless originally owed by the Seller.
6. The Seller bears reasonable costs of rectification (transport, labour, materials) only where a defect actually exists; otherwise, it may recover costs incurred through unjustified defect claims.
7. In urgent cases (e.g. safety risks), the Buyer may remedy the defect itself and claim reimbursement of necessary costs, provided the Seller was informed immediately.
8. Where a defect exists, the Seller may conduct an **8D report analysis**; the Buyer shall cooperate by providing relevant parts and data.

§ 10 Liability

1. Unless otherwise provided in these GTC, the Seller shall be liable for breach of contractual and non-contractual obligations in accordance with statutory law.
2. The Seller shall be liable for damages – regardless of legal basis – only in cases of intent or gross negligence. In cases of ordinary negligence, the Seller shall be liable only for:
   a) damages resulting from injury to life, body, or health; and
   b) damages resulting from the breach of a material contractual obligation (an obligation whose fulfilment is essential to proper contract performance and on whose observance the Buyer regularly relies).
   In such cases, liability shall be limited to foreseeable, typical damage.
3. The above limitations also apply to third parties and to breaches by legal representatives or vicarious agents. They shall not apply where a defect was fraudulently concealed, a guarantee given, or for claims under the **German Product Liability Act (Produkthaftungsgesetz)**.

4. The Buyer may withdraw from or terminate the contract for a breach of duty not constituting a defect only where the Seller is responsible for the breach. A discretionary termination right of the Buyer is excluded.

§ 11 Change of Control

1. A *Change of Control* occurs if, directly or indirectly:
   a) more than 50 % of the voting rights or capital of the Buyer are transferred to a third party;
   b) a third party obtains the right to appoint or remove a majority of the governing bodies or otherwise exercises decisive influence over their appointment;
   c) as a result of a merger, demerger, transfer of assets or comparable transaction, a third party acquires controlling influence; or
   d) essential assets of the Buyer's business relevant to contract performance are sold or contributed in such a way that the Buyer's performance or purchasing ability is materially affected.

2. "Control" also includes negative controlling influence (e.g. veto rights on budget, strategy, or key investments).

3. A Change of Control shall also be deemed to occur if control is acquired by a company or group directly competing with the Seller.

4. The Buyer shall notify the Seller in text form (*Section 126b BGB*) of any intended Change of Control in advance, where legally permissible, or immediately upon becoming aware thereof. The notice must at least specify the timing, transaction type, acquirer (including group affiliation) and the impact on existing orders or call-offs. Supporting documentation shall be provided upon request.

5. If confidentiality or securities laws prevent disclosure, anonymised notice may be given initially, followed by full disclosure once permitted.

6. Upon such notice (or upon the Seller learning of a material deterioration in the Buyer's creditworthiness), the Seller may, at its reasonable discretion and while weighing mutual interests, for up to 30 calendar days:

   - suspend, adapt or partly perform outstanding deliveries;
   - convert payment terms to advance payment or demand security (e.g. an irrevocable, unconditional bank guarantee from an EU-licensed bank);
   - reduce or cancel agreed credit limits.

7. If a Change of Control under paragraph 1 affects the Seller's legitimate interests (especially in relation to creditworthiness, compliance/export control, protection of trade secrets, tooling or supply-chain security), the Seller may:

   - terminate individual orders or call-offs not yet fulfilled; or

- terminate framework agreements for cause pursuant to **Section 314 BGB**.

8. Prior to exercising these rights, the Buyer shall be granted ten (10) working days to propose reasonable remedies (e.g. security, Chinese-wall concept, binding assurances).
9. Any transfer, assignment or other disposal of this contract or essential parts thereof to a third party in connection with a Change of Control requires the Seller's prior written consent. Statutory succession (e.g. merger) remains unaffected.
10. If control passes to a directly competing company or group, the Seller may:
    - demand immediate return of confidential information, drawings, specifications and tooling, and prohibit their further use;
    - cease future deliveries with immediate effect and terminate unfulfilled orders or framework agreements for cause.
11. The Buyer shall implement appropriate access restrictions ("Chinese walls") and grant the Seller audit rights to verify compliance. Sensitive information may be reasonably redacted.
12. The Buyer warrants that no sanctions or export-control violations arise from the Change of Control. If sanctions or embargo restrictions apply, the Seller may withdraw from affected deliveries or terminate contracts for cause.
13. Services already rendered shall be settled.
    A Change of Control shall not constitute an event of force majeure (§ 8 GTC).
    Tolerance of one case shall not imply waiver for future cases.

§ 12 Limitation Periods

1. Contrary to **Section 438 (1) No. 3 BGB**, the general limitation period for claims based on material or legal defects shall be one (1) year from delivery. Where acceptance is agreed, the period shall commence upon acceptance.
2. For buildings or goods used in accordance with their usual purpose for a building and causing its defectiveness (*Baustoff*), the limitation period shall be five (5) years from delivery (§ 438 (1) No. 2 BGB).
3. Statutory special limitation rules remain unaffected (§ 438 (1) Nos. 1 and 3, §§ 444, 445b BGB).
4. The above limitation periods apply to contractual and non-contractual damages claims of the Buyer based on a defect, unless the regular limitation period under §§ 195, 199 BGB would lead to a shorter period.

Claims under § 9 para. 2 and the Product Liability Act (*Produkthaftungsgesetz*) remain subject to statutory limitation.

§ 13 Product Safety and Recalls

1. The parties shall promptly inform each other of any product-safety-relevant events and cooperate in hazard analyses.
2. Recalls and service actions must be agreed with the Seller in advance, irrespective of whether they are ordered by authorities or initiated voluntarily by the Buyer.
3. The Seller shall participate in reasonable, verifiable recall or service-action costs only to the extent that it is responsible for the cause.

§ 14 Tools, Moulds and Buyer-Supplied Material

1. Unless otherwise agreed, ownership of tools and moulds shall remain with the Seller, even if the Buyer has paid part of their cost. Tools and moulds provided by the Buyer shall be stored by the Seller at the Buyer's risk.
2. The Seller will keep tools and moulds for a reasonable period after completion of an order in expectation of follow-up orders but is under no obligation to do so.
3. Where the Seller performs work on material supplied by the Buyer, the Seller's liability is limited to the work performed and capped at the value of the material provided.
4. The Buyer warrants that all materials supplied are of satisfactory quality and suitable for their intended purpose, and shall indemnify the Seller against all losses, damages or costs arising from actual or alleged defects or incorrect specifications.
5. The Buyer shall further indemnify the Seller against any damage to tools or additional processing costs resulting from inadequate, unsuitable or non-conforming material.

§ 15 Spare Parts and End of Production (EOP)

1. The parties shall endeavour to maintain an economically viable spare-parts supply after end of production.

2. Absent special agreement, the Seller shall offer supply for up to five (5) years after EOP on reasonable terms; minimum-order, set-up or small-lot surcharges may apply.

3. This clause applies only to serial products.

§ 16 Intellectual Property

1. The Buyer warrants that all drawings, designs or specifications provided to the Seller in connection with the manufacture and delivery of the goods do not infringe any third-party rights.

2. The Buyer shall indemnify and hold the Seller harmless from and against all costs, claims, liabilities and expenses arising out of or in connection with any actual or alleged infringement of patents, copyrights, design rights or other industrial or intellectual property rights, or other third-party rights, resulting from the Seller's compliance with the Buyer's express or implied instructions.

3. The Buyer undertakes to support the Seller in defending any third-party claims alleging infringement of rights in connection with the execution of the order according to the Buyer's requirements and to fully indemnify the Seller against all claims, damages, costs and expenses incurred as a result thereof or imposed upon the Seller.

§ 17 Information Security and Protection of Confidential Customer Data

1. The Seller undertakes to treat with due care and in confidence all information and documentation received from the Buyer within the scope of the contractual relationship — in particular technical specifications, drawings, product data, software modules, test requirements and other confidential information — taking into account the current state of the art. Confidential information shall mean all information of the Buyer marked as confidential or which, by its nature, is to be regarded as confidential.

2. To protect the confidentiality, integrity and availability of the data received and the product information processed by the Seller, appropriate technical and organisational measures shall be implemented in accordance with **Article 32 GDPR (Datenschutz-Grundverordnung)**, insofar as personal data are affected, and in line with industry standards.

3. The Seller shall promptly, and at the latest within **72 hours** after becoming aware, notify the Buyer in writing of any security-related incident (e.g. cyber-attack, data loss, unauthorised access to project-related data) which is likely to have a significant impact on confidential customer data. The notification shall include in

particular information on the incident, possible effects, affected data and the measures taken or planned.

4. These obligations shall continue beyond the end of the business relationship for as long as and to the extent that the Buyer's information remains confidential. With regard to trade secrets, the obligations shall apply for an unlimited period; otherwise for **five (5) years**.

§ 18 Final Provisions

1. These GTC and all contractual relationships between the Seller and the Buyer shall be governed by the laws of the **Federal Republic of Germany**, to the exclusion of the **United Nations Convention on Contracts for the International Sale of Goods (CISG)**.
2. Should individual provisions of these GTC be or become invalid, the parties shall replace them with valid provisions which most closely reflect the intended economic purpose.
3. If the Buyer is a merchant within the meaning of the **German Commercial Code (HGB)**, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Seller's registered office in **Oberboihingen, Germany**. The same applies if the Buyer is an entrepreneur within the meaning of **Section 14 BGB**.
4. In case of discrepancies in interpretation, the **German version** of these GTC shall be solely authoritative.