

## **General Terms And Conditions of Purchase of Superior Industries Europe AG**

### **1. Validity**

- (1) All our orders for deliveries and services of every kind and for the acceptance of our suppliers' offers, deliveries and services shall be carried out exclusively on the basis of these General Terms and Conditions of Purchase (Terms and Conditions). These Terms and Conditions apply in equal measure and correspondingly for all orders of companies directly or indirectly affiliated to us within the meaning of section 15 et seqq. German Stock Corporation Act (AktG).
- (2) These Terms and Conditions also apply for all future transactions between us and our suppliers without express inclusion being required in the individual case. The General Terms and Conditions shall apply as well as our Code of Conduct in their current version at the time of the conclusion of the contract, which are available on our website ([www.supind.com](http://www.supind.com)). We do not recognise any supplier terms and conditions which contradict or deviate from our Terms and Conditions unless we have expressly agreed to their validity in writing. Even if we refer to a letter that contains the supplier's terms and conditions or those of a third party or refers to such, this does not indicate any agreement to the applicability of those conditions.

### **2. Order and conclusion of a contract**

- (1) The supplier is bound to its offers, unless it has granted a longer commitment period, for a period of four weeks from our receipt of the written offer. If our order represents an offer in the legal sense, we shall be bound to it, unless otherwise specified, for a period of two weeks from the offer date.
- (2) The supplier shall promptly check our order for any noticeable errors, ambiguities or incompleteness, or the unsuitability of any specifications we have chosen for the intended use, and promptly inform us about any such points before accepting or confirming the order.
- (3) Orders are only considered binding for us if made in writing; verbal/telephonic agreements must be confirmed in writing. Our employees are not authorised to make verbal agreements. This also applies to subsequent additions or changes to the contract, including these Terms and Conditions.
- (4) We are entitled to terminate the continuing obligations concluded at any time with a written declaration and indication of the reason if we can no longer use the ordered products or services in our business operations due to circumstances arising after conclusion of the contract. In this case, we shall pay the supplier for any partial services already rendered by it at the time of termination.
- (5) The rights of the supplier arising from the contracts concluded with us are not transferable without our consent. The use of the supplier's subcontractors when fulfilling its contractual obligations is only permitted with our prior written consent. The supplier's obligation to perform and the supplier's liability for its vicarious agents remain unaffected by our consent.

### **3. Delivery and performance**

- (1) The agreed delivery/service deadlines are binding. An agreement on the delivery time then also comes into effect if such is shown in the order and the supplier does not object to such. Premature deliveries or services or partial deliveries/services are not permitted without our express approval. The supplier bears the procurement risk associated with its services, unless otherwise agreed in individual cases.
- (2) Unless otherwise agreed, the place of performance for the delivery/service is our company's registered office or the registered office of the affiliated company that placed the order. Even if the shipment has been agreed, the risk shall only pass to us when the goods have been handed over at the agreed delivery destination.

- (3) Insofar as acceptance has been contractually agreed, the transfer of risk takes place upon acceptance by us.
- (4) We are at any time entitled to change the time and place of delivery or service in writing within a period of at least five working days before the agreed delivery or service date. This does not apply if the change is unreasonable for the supplier, taking our interests into consideration.
- (5) As soon as the supplier realises that it will not be able to meet the delivery or service deadline, it shall notify us without delay in written form, stating the estimated length of the delay. This has no effect on the supplier's obligation to meet the delivery or service date.
- (6) In the event of a delay on the part of the supplier, we are entitled to demand a contractual penalty of 0.2% for each working day of the delay, but no more than 5% of the net price of the delayed delivery/service. The right to assert a claim in respect of more extensive damages against proof remains reserved. The contractual penalty does not apply if the supplier is not responsible for the delay in delivery. The right to assert the contractual penalty is also reserved when the delayed service is accepted, provided this declaration is made before the final invoice is paid.
- (7) We are not in default of acceptance until the supplier has expressly offered its delivery or service; this applies even if a defined or definable calendar period is agreed for an act or contribution on our part.
- (8) We are entitled to set-off rights and rights of retention as well as the defence of a non-fulfilment of contract to the extent permitted by law. In particular, we are entitled to withhold payments as long as we are still entitled to claims against the supplier due to incomplete or defective services.
- (9) The supplier only has a right of set-off or retention for counterclaims that have been legally established or are undisputed.
- (10) The supplier must inform us in good time of all owed and necessary cooperation obligations, so as not to delay the execution of the order. If the supplier fails to do this, it cannot refer to such in the event of a possible delay in delivery.
- (11) We assume that the customer's offers are not based on inadmissible anti-competitive agreements. In the event that corresponding violations of antitrust law are proven or bindingly determined by an antitrust authority, we are entitled to demand flat-rate compensation of 15% of the net price of the products or services affected by the antitrust violation. The supplier has the right to prove that the damage was lower. The assertion of any further damage remains unaffected hereby.

#### **4. Prices and payment terms**

- (1) The price stated in the order shall be binding and is deemed a fixed price. Unless otherwise agreed, the agreed prices are free place of destination including packing, transportation and insurance and, to the extent due, also montage/installation.
- (2) Services are to only be remunerated if they have been commissioned in writing and a corresponding written agreement on remuneration has been made. The creation of offers and cost estimates shall be free of charge.
- (3) Unless a price including packaging has been agreed, packaging may only be invoiced at its net costs.
- (4) Supplier's invoices are payable within 14 days with a 3% discount or within 60 days net of receipt of the goods — unless the order specifies otherwise — but at the earliest from the date of delivery and any agreed acceptance or service provision.
- (5) If we have agreed payments on account or other advance payments, we must only furnish them against the provision of a bank guarantee from the supplier in the amount of the payment on account provided our advance payment has a net value of at least EUR 10,000 or the contract has a total net value of more than EUR 50,000.

- (6) Our order/contract number, a breakdown of the invoiced deliveries or services and the service times must be stated on the supplier's invoices. The invoice shall include all the particulars which we require for input tax deduction. Should one or more of these details be missing and as a result, within our normal course of business, the processing of the order should be delayed, the payment and discount periods shall be extended by the period of the delay.
- (7) Our payments do not represent approval of the deliveries and services provided by the supplier in accordance with the contract

#### **5. Special provisions for deliveries of goods**

- (1) When shipping goods a dispatch notice must be sent to us simultaneously by fax or email. The supplier shall enclose all the necessary accompanying documentation for the delivery, especially freight and customs documents, and any documents required for the safety of the cargo. The supplier shall always specify our order number, the article number, service/delivery quantity and delivery address in the delivery documents and the dispatch notice.
- (2) Shipping instructions must be strictly complied with. Any costs and damage incurred due to non-compliance with the shipping instructions shall be borne by the supplier unless it is able to prove absence of fault on its part.
- (3) The supplier shall take back packaging from us free of charge at our request. We may return reusable packaging for which we have been invoiced by the supplier carriage paid against a credit note for the full invoice amount.
- (4) Reservations of title by the supplier only apply in as far as they exclusively pertain to our payment obligations regarding the delivery of the goods in respect of which the supplier retains property rights. We do not recognise any additional reservations of title, in particular extended or prolonged reservations of title.
- (5) When delivering fixed assets with a net price of at least EUR 10,000.00 the supplier is obliged to keep available spare parts for the products delivered to us for a period of at least 10 years after the delivery, but for a maximum of the expected useful life of the product. Should the supplier intend to stop production of replacement parts for the products delivered to us subject to sentence 1, it shall inform us of such immediately after its decision, but at least 6 months before the production stoppage and allow us to order an adequate remaining supply.

#### **6. Special provisions for work performance and services**

- (1) The supplier may only use sufficiently qualified, reliable and carefully trained personnel for the provision of services. Proof of the suitability of the deployed personnel for the contractual service shall be furnished to us on request.
- (2) We may at any time demand for legitimate reasons that persons whom the supplier deploys to render its contractually owed services are replaced immediately.
- (3) If the services have to be provided on our company site, our works regulations and security guidelines must be observed and any instructions issued by our competent employees within the scope of our house rules must be followed.

#### **7. Warranty and liability**

- (1) We are entitled to unrestricted legal claims in the case of defective deliveries or services, as well as other breaches of duty. This includes, in particular, claims for compensation for damage caused by delay, lost profit, loss of production and consequential damage caused by defects.
- (2) The supplier guarantees that the goods or services are of the agreed quality, are suitable for the contractually stipulated purpose and are otherwise technically flawless upon the risk being transferred to us. In any case, those product descriptions which are the subject of the respective contract or are included in the contract in the same way as these Terms and Conditions — in particular by designation or reference in our order — shall apply as an agreement on the quality. It is irrelevant whether the product description comes from us, the supplier or the manufacturer.

- (3) We are not obligated to examine the goods or to make specific inquiries about any defects when the contract is concluded. Notwithstanding Sec. 442 para. 1, (2) BGB [German civil code], we are entitled to unobstructed claims for defects when the defect was unknown to us at the time the contract was concluded as a result of gross negligence.
- (4) In the event of a defect, the supplier shall, at our discretion, provide subsequent performance in the form of subsequent rework or subsequent delivery. The supplier shall bear all the costs of subsequent performance, including any costs of fitting and removal. Our legal right to reimbursement of corresponding expenses remains unaffected. If the supplier fails to meet its obligation of subsequent performance within a reasonable term determined by us, or it is unreasonable to set a deadline due to the circumstances of the individual case, we shall be entitled to take the required measures ourselves or to have them carried out by third parties at the supplier's cost and risk.
- (5) The supplier shall bear the expenses necessary for the purpose of testing and subsequent performance even if it turns out that there was actually no defect present. Our liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, we are only liable if we recognised that there was no defect or did not recognise such through gross negligence.
- (6) Our obligation to inspect is limited to defects that are evident during our incoming goods inspection under external assessment, including of the delivery papers, (e.g. transport damage, incorrect and short deliveries) or that are recognisable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to examine. The commercial period for making a notification of defects has in all events been adhered to if we give notice of obvious defects within five working days (Mon. - Fri.) after we have received the goods and hidden defects are notified within five working days after discovery of the defect.
- (7) The period of limitation for claims based on defects is 36 months from the passage of risk, unless a longer period of limitation is provided for by law. The supplier's receipt of a written defect notification from us shall inhibit the lapse of warranty claims until the supplier has rejected our claims or declared the defect as removed or has otherwise refused to continue negotiating our claims. In the case of supplementary performance, the warranty period for subsequently delivered parts begins again upon completion of the supplementary performance.
- (8) Acceptance or toleration of the presented samples or specimens does not mean we are surrendering our warranty claims.
- (9) We are fully entitled to our legal claims to supplier recourse in the event of a claim by our customers due to a defective performance by the supplier. Our claims to supplier recourse also apply if the defective goods are further processed by us or another company, e.g. after incorporation in another product.

## **8. Quality**

- (1) The supplier guarantees that the quality of the goods to be delivered to us always conforms with state-of-the-art technical and scientific knowledge. We must be informed of changes to the product or the manufacturing process.
- (2) It is the responsibility of the supplier to ensure that all rules and agreements with us are passed on to the subcontractors and implemented. Subcontractors are considered to be vicarious agents of the supplier.

## **9. Product liability and regress**

- (1) The supplier is responsible for all claims asserted by third parties for personal injury or property damage that can be traced back to a defective product delivered by it, and is obligated to exempt us, our bodies, employees and agents from the liability resulting therefrom upon first request and to compensate for any resulting damage (including reasonable legal costs). If we are obliged to initiate a product recall affecting third parties due to defects in one of the products delivered by the supplier, the supplier shall bear all costs associated with the recall. If the supplier proves that we have made a significant contribution to causing the harmful event, its liability in accordance with this section shall be reduced proportionally.
- (2) For the duration of the business relationship with us the supplier is obliged to maintain product liability insurance with a sum insured of at least EUR 5 million for each event of damage or loss. The supplier shall present a copy of the product liability policy to us any time on request.

## **10. Industrial property rights**

- (1) The supplier guarantees that the delivery and/or service as well as their use in accordance with the contract do not infringe any patent rights, copyrights or other industrial property rights of third parties.
- (2) The supplier is obligated to indemnify us, our bodies, employees and agents upon the first request from all claims made by third parties with regard to a breach of industrial property rights resulting from its delivery or service and to compensate for any damage derived therefrom (including any necessary legal costs). This claim does not exist if the supplier can prove that it is neither responsible for the infringement of property right nor could it have foreseen the infringement of property right when exercising the due care of a diligent businessman at the time of the delivery or service.
- (3) Our further statutory claims due to defects of title remain unaffected.

#### **11. Securing of our rights of property and copyright**

- (1) We reserve the ownership of and all exploitation rights under copyright law to illustrations, drawings, calculations and other documentation that we make available. The supplier may only use the documents we have made available to it to execute the contract and may not surrender them to third parties either for inspection or for other use without our written consent. Once the contract has been fulfilled or if the order has not been placed, these documents shall be returned to us immediately and without the need for a request; any copies made by the supplier shall be destroyed unless they are required for the fulfilment of retention duties.
- (2) Tools, devices, samples and models which we make available to the supplier or which are produced for contractual purposes and are invoiced to us separately by the supplier are our property or are assigned to us by the supplier. The aforementioned items shall be held in safekeeping by the supplier free of charge, labelled as our property and adequately insured against natural hazards, theft and damage at the cost of the supplier. They may only be used for the purposes of the respective contract and shall be returned to us without delay upon completion of the order to the exclusion of the right of retention.
- (3) Products which are manufactured in accordance with documents we have provided such as drawings, models and the like or according to our confidential data or using our tools or tools modelled thereon may not be used by the supplier itself outside our business relationship or offered or supplied to third parties.
- (4) The provisions of para. (2) shall be analogously applicable to items which we make available to the supplier. If any items provided are processed, it shall be for us as the manufacturer. If our ownership expires as a result of combining or mixing the item, the supplier shall hereby transfer to us a co-ownership share of the new item corresponding to the invoice value of the processed item and shall hold it in custody on our behalf at no charge.

#### **12. Secrecy**

- (1) The supplier is obligated to keep secret the terms of the order and all information and documents that we provide in this connection (with the exception of information which is generally known or is in the public domain) even after the contract has been executed and to only use them to carry out the contract. Insofar as the supplier is entitled to use subcontractors, it shall obligate its subcontractors to maintain confidentiality accordingly.
- (2) The supplier may not refer to the business relationship with us in advertising material or exhibit delivery items specially produced for us without our prior written consent.

#### **13. Sustainability**

The requirements of the Superior Industries Group concerning sustainability within relationships with business partners have been defined in the Code of Conduct for Suppliers of the ("Code of Conduct"). By accepting our order, the supplier declares that it is in agreement with the Code of Conduct and that it shall fulfil its requirements.

**14. Final provisions**

- (1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts with the International Sale of Goods and the conflict of laws provisions.
- (2) If the supplier is a merchant or does not have a general place of jurisdiction within Germany, our place of business or, in the case of orders from companies affiliated with us, their place of business is the exclusive place of jurisdiction. However, we shall also be entitled to the option of filing suit against the supplier at its place of general jurisdiction.
- (3) Should any provision in these General Terms and Conditions of Purchase be or become invalid, either wholly or in parts, then this shall not impact the validity of the remaining provisions.

*(As at: June 2021)*

## **SUPPLIER CODE OF CONDUCT**

The cooperation between Superior Industries and their suppliers is based on a culture characterised by mutual trust and respect, openness and equal opportunity.

The present Code of Conduct defines both the principles and the requirements which Superior places on their suppliers.

Referring to the ten principles under the UN Global Compact<sup>1</sup>, which Superior expressly acknowledges, this Code of Conduct includes standards in the fields of human rights, working standards, environmental protection and the fight against corruption.

Superior expects their business partners to act in a responsible manner and to comply with the principles referred to above in order to guarantee a basis of joint, permanent and successful cooperation.

### **SCOPE OF APPLICATION**

This Code of Conduct shall apply to any and all Superior suppliers all over the world. Not only shall the supplier recognise the standards under this Code of Conduct, but they will also transfer the relevant Code of Conduct contents to their sub-suppliers and take their best efforts to impose an obligation to compliance on them and to regularly check the fulfilment of these duties.

### **COMPLIANCE WITH THE LAWS**

The supplier shall comply with any and all valid laws, regulations and legal statutory provisions applicable to the countries in which they do business.

### **HUMAN RIGHTS**

The supplier shall take care of their employees' health, safety and personal rights and they undertake to comply with the principles of a respectful, fair and non-discriminatory working environment. The supplier shall employ and pay their employees on the basis of fair contracts in compliance with the law and they must in each case comply with international minimum working standards, in particular the standards in relation to wages and additional benefits.

### **WORKING STANDARDS**

The supplier shall comply with any and all applicable statutory provisions regulating the employment of staff and they particularly recognise the right of freedom of assembly and that of collective negotiations. Furthermore, the supplier shall ensure that work hours will comply with applicable local laws regulating hours of work. Moreover, the supplier will effectively fight against illegal and undeclared employment; engagement in human trafficking and the use of child or forced labour shall be strictly prohibited.

### **ENVIRONMENTAL PROTECTION**

The supplier shall be obliged to comply with applicable laws, regulations and standards concerning environmental protection and take all reasonable efforts to implement an environment management system to identify and remove possible hazards for the environment.

More precisely, the supplier is expected to when possible ensure optimal water and air quality with dedicated actions and measurements, including reducing greenhouse gases, to settle a proper waste management in place, with potentials for reuse, reduction and recycling, to increase resource (energy, water, materials) efficiency, and to set up a sound chemical management system ensuring a safe handling, storing, transporting and disposal of chemicals.

### **ANTI BRIBERY, ANTICORRUPTION & FAIR COMPETITION**

The supplier shall, at all times, conduct their business in an honest and trustworthy manner and they shall actively oppose any criminal or unethical interference with decisions made by Superior or by any other companies or institutions. Illegal arrangements and bribery represent prohibited business practices which Superior does not tolerate in any way.

### **COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT**

Superior agrees to cooperate with their suppliers in an effort to ensure that the relevant suppliers fulfil the requirements of the above standards. Superior reserves the right to apply one of the below methods to check the extent to which the Supplier Code of Conduct is complied with: self-assessment, review by third parties or submission of certificates.