



General Terms and Conditions of Purchase for Waldaschaff Automotive GmbH and WA Production GmbH

Version	4
Date:	20.05.2026
Responsible:	B. Dai
Classification:	Public

1. OPERATIVE PROVISIONS

- 1.1. These General Terms & Conditions of Purchase ("GTC") apply to all business relationships between Waldaschaff Automotive GmbH and WA Production GmbH ("WA") and its suppliers in the context of production, refinement, processing, and delivery of materials, components, and raw, auxiliary, and operating materials and supplies (referred to as "Parts") and commissioned activities involving Parts, including the services necessary therefor.
- 1.2. Further, the WA Quality Guidelines, Logistics Specifications and Code of Conduct available at <https://waldaschaff.com/en/downloads-en/> apply to all business relationships between WA and its suppliers.
- 1.3. General terms and conditions of the supplier that conflict with or deviate from these GTC do not apply, even if they have not been expressly rejected or deliveries have been accepted without reservation while knowing of terms and conditions of the supplier that conflict with or deviate from these GTC.

2. ENTRY INTO AGREEMENT

- 2.1. Agreements and purchase orders, individual orders and subsequent call-offs (the latter three referred to as "Order") as well as declarations relating thereto shall be made in written form unless otherwise provided hereinafter. Regarding the Orders, the written form requirement is also deemed to be met if the relevant declarations are transmitted via EDI.
- 2.2. Unless provided otherwise, Orders shall be deemed to be confirmed by the supplier unless the supplier objects to the relevant Order in written form within three working days after receiving it.
- 2.3. The only quantities binding on WA are those set down in Orders. Any capacities and forecast volumes communicated beyond that serve merely for purposes of planning between the Parties and are non-binding on WA unless otherwise provided in the Logistics Specifications.

3. PRICES, PRICE ADJUSTMENT AND PAYMENT TERMS

- 3.1. Agreed prices are fixed prices. They do not include value-added tax (VAT).
- 3.2. The supplier shall not be entitled to adjust prices or charge additional costs of any nature whatsoever without WA's express prior written consent.
- 3.3. Price adjustments due to technical changes or other significant changes of Parts requested by WA after nomination of the supplier that result in relevant additional costs shall be negotiated between the Parties and agreed on according to Sec. 2.1.
- 3.4. For all limited-term price agreement, the Parties shall enter into new price negotiations in due time and in earnest. If the Parties have not reached a new price agreement by the end of the term of a limited-term price agreement, the price agreement that most recently existed shall continue to apply unchanged at first. The obligation to enter into price negotiations pursuant to the aforementioned sentence shall remain in force even after the end of the term of a limited-term price agreement. If the Parties will not reach a new price agreement within 12 months after the end of the term of the limited-term price agreement, each Party shall be entitled to terminate upon 12 months' notice. Subject to contractually agreed termination rights, the Parties agree that an unlimited-term price agreement is valid until the end of series production of the corresponding Parts by the supplier.
- 3.5. Payments for Parts will be made by WA within 60 days after delivery and receipt of the invoice. When payments are made within 14 days after receipt of the invoice, WA is entitled to deduce a 3% discount from the invoiced amount. Payments shall neither represent a statement on the quality of the Parts nor restrict WA's rights.

4. INVOICING

- 4.1. Invoices shall be issued exclusively to WA, Am Bärnth 2, 97839 Esselbach, Germany and sent to buchhaltung@waldaschaff.com and comply with the then-applicable statutory provisions. In particular, the invoices must contain the VAT identification number or the tax identification number, the quantity and nature of the Parts invoiced including the material number of WA, material designation and price per piece/billing unit, the date of ordering and provision of the Parts, the supplier number assigned to supplier by WA and the specific Order number. In case of partial delivery, the line-item number must be included. The invoices must also include the number and date of the delivery slip. Any further documents required for tax purposes must be enclosed.
- 4.2. Invoices of the supplier shall fall due for payment only if the requirements as stipulated in Sec. 4.1 of these GTC are met and the Order has been delivered completely. Deliveries that are erroneous or incomplete shall justify the withholding of an equivalent part of the payment until the time of proper performance.
- 4.3. Unless otherwise agreed, invoices shall be settled in Euro by way of funds transfer or credit memo procedure. WA is entitled to offset claims of its own against the supplier or an affiliate of the supplier in the sense of § 15 German Stock Corporation Act (AktG) that are due and payable against claims of the supplier. Nothing herein shall affect



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any statutory rights of offset. The supplier is entitled to offset claims of its own that are undisputed or have been acknowledged or established with final, binding legal force.

5. DELIVERY, PACKAGING AND SHIPPING

- 5.1. Deliveries shall take place in accordance with the DDP Incoterms 2020 at supplier's expense, free of charge for WA, including packaging particularly picking up and return delivery of reusable packaging, including insurance. All costs arising for customs duties or other fees or charges shall be borne by supplier.
- 5.2. The supplier hereby undertakes to transmit a material acceptance certificate 3.1 (DIN EN 10204:2004) in the case of delivery of Parts with the use of each new batch of material. This certificate shall be transmitted by e-mail to wareneingang@waldaschaff.com, or a copy shall be enclosed with the delivery documents. It must be possible to associate the material acceptance certificate provided with the relevant Parts on a unique basis.
- 5.3. WA provides required measurement point schematics for the Parts. With each delivery, supplier shall enclose three corresponding measurement point reports. An overall statement regarding the measurement point check must be noted on the cover sheet for each measurement point report from the supplier. Should no measurement point schematic be made available by WA, a suitable layout that depicts all measurements relevant for purposes of installation in adequate form shall be presented by supplier. The number of the components measured, and the scope of the measurement point report may be reduced by WA depending on process stability.
- 5.4. The delivery deadlines indicated by WA in the Orders are binding. The time when the Parts are received by the plant to be supplied shall be decisive for determining whether the delivery deadline or delivery window has been observed. The supplier shall ship or provide the Parts in due time, taking into account the customary time required for loading and dispatch as well as customs clearance.
- 5.5. Deliveries must be made Monday to Thursday between 7 am and 4 pm, or Friday between 7 am and 3 pm.
- 5.6. If the supplier expects to not comply with the agreed delivery deadlines or delivery quantities, it shall notify WA thereof in writing without delay, stating the reasons, the expected duration of the delay and the effects thereof and inform WA about the measures taken or planned to avert any delay or deviation in the delivery. Acceptance of a delayed or deviating delivery without reservations shall not constitute any waiver by WA of rights in this regard. The supplier shall compensate WA for the damages, costs, and expenses incurred as a result thereof of any late or deviating delivery in accordance with applicable law. In the event of a late delivery, WA shall be entitled to rescind the supply relationship after a reasonable period of subsequent performance has expired without rectification. Nothing herein shall affect any further statutory claims of WA.
- 5.7. Early delivery or partial delivery is only permitted if this has been expressly agreed in advance. Otherwise, WA is entitled to return the delivery or to store it at the supplier's expense and risk. The same shall apply to deliveries exceeding the quantity ordered. If WA accepts the early delivery, the agreed delivery period shall be decisive for the calculation of the payment terms.
- 5.8. WA is permitted to change the delivery address with a reasonable lead time. Changes in delivery address shall be communicated in writing at least two weeks before the time of delivery. Additional costs cannot be asserted based on a change of delivery address.
- 5.9. The fulfillment of supplier's delivery obligation shall be recorded by WA's signature of the delivery slip. Signing the delivery slip or physically accepting the delivered Parts does not constitute a statement as to whether the Parts meet the agreed specifications.

6. SUPPLY OF MATERIAL BY WA

- 6.1. In the event that WA provides material to the supplier as supplied material ("**Supplied Material**"), the supplier is obligated to perform a standard check of goods upon receipt without additional cost to WA. Corresponding certificates of material checks from the manufacturer of the Supplied Material that are included with the Supplied Material must be cross-checked by the supplier. If further checks or tests of measurements are agreed, proof must be provided to WA.
- 6.2. Regarding the Supplied Material, delivery slips must be countersigned by supplier immediately after the Supplied Material are received and must be sent to WA logistics department. Any discrepancy in amount or other any complaint regarding the Supplied Material must be noted on the delivery slip and provided to WA including a picture and description without delay.
- 6.3. In this case, WA may assess the complaint on-site at its own discretion and initiate the complaint process with the manufacturer of the Supplied Material. WA is entitled to collect the Supplied Material that is the subject to the complaint at the supplier's premises. Until then, the Supplied Material must be safely stored at the supplier's premises at no additional cost to WA.



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7. PRODUCTION AND CHANGES IN PRODUCTION

- 7.1. The supplier undertakes to communicate the production site where commissioned Parts are manufactured, along with any planned change of such production site to WA in writing and without delay. The production sites shall not be changed unless WA has given prior written approval. WA will not unreasonably deny such approval.
- 7.2. The supplier undertakes to notify WA in writing without undue delay of any planned change to Parts or the production process. The supplier is not permitted to make any changes unless WA has given prior written approval.
- 7.3. Any changes regarding customs preference and changes in the customs tariff number must be reported by the supplier to WA without delay. In addition, the supplier shall provide an updated list including tariff numbers unsolicited, annually as of the end of the year.
- 7.4. Appropriate scrapping documentation must be provided to WA. Any project-related waste quote must be approved by WA purchasing department before the supplier may nominate a third party for scrapping purposes related to WA projects.
- 7.5. All costs resulting from any of the aforementioned changes shall be borne by the supplier.

8. RETENTION OF TITLE AND MEANS OF PRODUCTION

- 8.1. Retention of title by the supplier beyond simple retention of title is excluded. However, WA shall, in all cases, be entitled to resell the Parts in the ordinary course of business. If the supplier has retained title to the Parts, this retention of title applies only until such time as the Parts have been paid for unless WA has already become the owner thereof through processing, mixing, or combining thereof.
- 8.2. Models, matrices, templates, samples, design data, specifications, tools, and other means of production that are provided to the supplier by WA or paid for in full by the latter, including Supplied Material, ("**Means of Production**") shall be used exclusively to produce the Parts and must not be used for deliveries to third parties or provided to third parties except with prior written consent. Means of Production shall be labeled as the property of WA in a clear and obvious way and kept safe and in good condition during the term for which they are provided. In the event of loss or damage of Means of Production or parts thereof, the supplier shall replace the Means of Productions or parts thereof accordingly.
- 8.3. Unless agreed otherwise, any necessary processing or remodeling of the Means of Production provided is carried out by the supplier at its own cost.
- 8.4. The supplier shall grant WA access to the Means of Production at any time upon prior notice to check the condition and continued existence thereof. If the supplier does not meet its delivery obligations repeatedly or not only temporarily, WA is entitled to demand the surrender of the Means of Production at its own discretion. In this regard, the supplier waives the right to assert rights of retention or other opposing rights unless it has counterclaims that are undisputed or have been determined with final, binding legal force and arise from the same contractual relationship.
- 8.5. All the Means of Production provided by WA, including data, shall continue to be WA's property and shall be returned to WA in correct condition, free of charge, after the execution of the Order, the termination of a corresponding agreement or on request.
- 8.6. If the Means of Production are processed together with other objects which are not WA's property, WA shall acquire shared ownership of the new product proportionate to the value of WA's product as compared with the other processed products at the time of processing.

9. REPORTING OF DEFECTS

- 9.1. WA shall check the Parts upon receipt only with regard to outwardly visible transportation damage, the unit quantity of the containers according to the manifest, and discrepancies in the identity of the Parts delivered compared to those designated in the delivery documents and shall complain of any such defects without undue delay. In all other respects, WA shall complain of defects in the delivery as soon as they have been identified in the ordinary course of WA's business. The supplier waives the right to object that complaints regarding defects are submitted late in this regard.
- 9.2. If a defect is discovered before the Parts leave the production site of WA or a company commissioned by WA, the supplier shall be given the opportunity, at WA's discretion, to remedy the defect ("**Cure**") or replace the defective Parts ("**Replacement Delivery**"), provided that this does not lead to any delay in production at WA's end. If WA cannot reasonably be expected to grant the supplier the right to effect a Cure or Replacement Delivery, particularly based on the production process or the expected delay, or if the supplier is unable to do so, WA is entitled to remedy the defect itself or have it remedied by a third party, or to return the defective goods or have them scrapped, at the supplier's expense.



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Automotive GmbH and WA
Production GmbH**

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9.3. If a defect is discovered after the Parts leave the production site of WA or a company commissioned by WA, the supplier must compensate WA for any and all damages incurred by WA as a result of the delivery of the defective Parts. Based on the production process customarily used by customers of WA, WA shall typically choose Replacement Delivery if there is any defect. A right to effect a Cure can be granted only if the Parts are still in the possession of WA's customer, if this is compatible with the production process, and if the customer itself agrees to a Cure being effected by the supplier. Components can be provided to the supplier only to the extent that WA itself has these at its disposal.

10. WARRANTY AND LIABILITY FOR DEFECTS

- 10.1. The supplier warrants that the Parts are free of defects, the agreed specifications have been and will be observed, these Parts are suitable for the use stipulated pursuant to the Order or Nomination Agreement, and all provisions referenced in Sec. 11 of these GTC have been observed.
- 10.2. Unless otherwise agreed, the supplier shall be liable for all liabilities, damages, costs, expenses (including court and legal costs) and losses incurred by WA as a result of delivery of a defective Part or other violation of duties of the supplier. To the extent that the applicable provisions of law stipulate that fault is required for liability, nothing herein shall affect these statutory requirements.
- 10.3. In the event of a defect in the Parts, the supplier shall bear not only the costs of the Cure and/or Replacement Delivery, but also the costs of transportation, travel, labor, installation, dismantling and removal, and materials. The supplier must moreover provide compensation for other damages and costs for which compensation is due pursuant to Sec. 10 of these GTC, including the costs of damaged other components and those costs and expenses that WA was reasonably permitted to incur in the course of assessing the defect (such as additional sorting and checks of goods upon receipt, examination and analysis, costs of external service providers or specialists of WA or the customer), unless the supplier is not responsible for the defect in question.
- 10.4. The supplier is obligated to provide compensation for expenses, costs, and damages (including court and legal costs) incurred by WA for measures to avert damages that do not constitute recalls unless the measure is not based on the Part being defective or on another violation of an obligation by the supplier. Nothing herein shall affect liability pursuant to Sec. 10.2 of these GTC.
- 10.5. The supplier is aware that the customers of WA (particularly OEMs) may assert and settle claims for damages, costs, and expenses arising from the delivery of defective Parts in part on the basis of reference market models / spot checks / factors and lump-sum damages. WA is entitled to pass through the damages, costs, and expenses calculated in this manner for the relevant customer to the supplier unless the supplier is not responsible for the defect in the Parts delivered or the sums calculated in this manner are not standard within the industry and are not appropriate and do not reflect the sums customary in the relevant local market.
- 10.6. In the event that any claims are asserted in or out of court against WA by third parties based on a fatality or on property damage or personal injury arising as a result of a defect in the Parts or other misconduct on the part of the supplier, the supplier must indemnify and hold harmless WA from and against liabilities, damages, costs, expenses (including court and legal costs) and losses incurred as a result thereof unless the cause was not within the supplier's sphere of control and organization. The same applies to recalls conducted based on statutory provisions or in coordination with government authorities with regard to the Parts themselves or products in which Parts were installed.
- 10.7. Nothing herein shall affect any further statutory or contractual claims of WA.

11. QUALITY AND SUBCONTRACTING

- 11.1. In case of a serial supply supplier hereby undertakes to conclude WA's Quality Guideline.
- 11.2. Regardless of the type of supply, supplier shall observe the latest state of the art in developing and producing the Parts and shall comply with all quality standards, all legal provisions applicable in the destination countries agreed with WA or stipulated pursuant to the agreement so that the Parts are marketable there. The supplier shall ensure in particular that the statutory requirements with regard to production, particular quality, conformity assessments, labeling, and accompanying documentation/information are satisfied. The supplier shall meet all requirements in order to conclude the material approval process of WA on time. Subject to other instructions from WA, the supplier shall examine the Parts prior to delivery and record the results of such examination in a suitable form to ensure that the Parts are delivered free of defects.
- 11.3. Requirements according to IATF16949:2016 or equivalent certification bases in the respective valid revision shall be considered as agreed. Valid certification under IATF16949:2016 is expected of suppliers of purchased parts (e.g., stamping parts, raw materials such as coil materials and profiles). Further customer-specific requirements are to



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be considered and complied with by the supplier. If this information is not publicly available, it must be requested from WA and will be made available by WA.

- 11.4. The supplier must prepare records, in particular of quality tests, which are, on request, to be placed at WA's disposal and upon request demonstrate to WA the operational capability of its quality assurance system.
- 11.5. The supplier undertakes to notify WA in writing without undue delay if there are any plans to commission a subcontractor. The subcontractor must not be commissioned unless WA has given prior written approval.
- 11.6. Obligations must be imposed on suppliers and subcontractors of the supplier such that compliance with the supplier's obligations toward WA is ensured at all times. If the supplier commissions third parties, the supplier remains responsible in full for the Parts and the deliveries.
- 11.7. The supplier is required to set up and maintain a documented quality assurance system of appropriate nature and scope and consistent with state-of-the-art technology. The supplier must hold at least an ISO9001:2015 certificate, which is to be regularly renewed.

12. ORDINARY TERMINATION

- 12.1. Without prejudice to extraordinary termination rights mentioned herein, WA and supplier are entitled to terminate a supply agreement upon 18 months' written notice.

13. INSURANCE

- 13.1. Considering risks inherent in its services and the Parts, the supplier shall secure and maintain appropriate global insurance coverage as customary in the automotive industry (particularly for production equipment, business liability and product liability and recall insurance) with regard to its obligations under the respective agreement and shall provide proof of such insurance upon request.

14. PROPERTY RIGHTS

- 14.1. Rights of ownership and copyright to drawings, illustrations, calculations, and other documentation ("**Documentation**") provided to the supplier by WA shall rest with WA and are provided to the supplier only temporarily for the term of the supply relationship. Documentation must not be used for other than project purposes or reproduced or made accessible to third parties except with the prior written consent of WA.
- 14.2. Documentation must be returned to WA unsolicited after the conclusion of the project. WA may demand the surrender of the Documentation at any time, particularly after the agreement is terminated.
- 14.3. The supplier is obligated to ensure that in connection with the provision of Parts and with the production process and the use of the Parts by WA or customers of WA as intended, no rights, patents, or other industrial property rights of third parties, including applications for industrial property rights (collectively "**Industrial Property Rights**"), are infringed in Germany or other countries, especially in the European Union, the USA, Canada, Mexico and Japan. At WA's request, the supplier is obligated to confirm that a proper Industrial Property Right search was performed and must prove this by presenting suitable documents.
- 14.4. In the event that claims are asserted against WA by third parties due to infringements of Industrial Property Rights, the supplier is obligated to indemnify and hold harmless WA from and against claims of third parties and to compensate it for expenses, damages, and costs (including legal costs) unless the cause was not within the supplier's sphere of control and organization. This is deemed to be the case in particular if the supplier has produced the Parts in accordance with detailed drawings or models provided by WA and does not know, nor should it know in connection with the products developed by it, that Industrial Property Rights are infringed thereby.
- 14.5. Unless otherwise agreed, WA shall receive with regard to individual and standard software that pertains to/is integrated into the Parts a non-exclusive, transferable, and irrevocable right of use, without limitation in terms of time, territory, or content, free of charge for all uses. The permissible use includes but is not limited to reproduction, loading, and running such software and sublicensing, leasing, or other forms of provision thereof to Affiliates of WA and subcontractors that are commissioned to produce, in whole or in part, the product in which the Parts are used and require a right to use the software. Beyond that, providing the software as a component of the Parts to be supplied to customers of WA and granting rights of use with regard to the software, to the extent that this is necessary in order to use the Parts, are allowed.

15. CHANGE OF CONTROL AND ASSIGNMENT

- 15.1. The supplier undertakes to notify WA in writing and without delay of any and all changes in its shareholder structure. This obligation does not apply to publicly listed companies (such as any German stock corporation (Aktiengesellschaft) or partnership limited by shares (Kommanditgesellschaft auf Aktien)).



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- 15.2. In the event of a direct or indirect change shareholder structure at the supplier, WA shall be entitled to cancel its Orders immediately. The right to cancel may be exercised for a period of four weeks as from receipt of the said information. Such cancellation shall not entitle the supplier to assert any claims for damages.
- 15.3. The supplier is not permitted to assign its claims against WA to third parties, or to have these collected by third parties, except with WA's written consent. WA is not permitted to unreasonably withhold its consent.

16. FORCE MAJEURE

- 16.1. Events of force majeure include unforeseeable embargoes, natural disasters, uprisings, wars, epidemics and pandemics, sabotage, strikes, government and official measures, and other comparable unforeseeable events to the extent that the event in question has a severe impact on the performance obligations and cannot be averted by suitable and reasonable measures (such as preventive risk, material, and supplier management) by the affected Party. Distortions or disruptions in the supply chain that are caused by an event of force majeure but do not affect the supply relationship with WA unless and until further events and considerations within the supply chain (particularly of a commercial nature) are added thereto do not, however, constitute force majeure.
- 16.2. In cases of force majeure, the Party affected thereby is released from its obligation to perform for the duration of, and within the scope of, the effects of the force majeure. The supplier is obligated to notify WA in writing without delay if an event of force majeure occurs and must demonstrate whether, and if so how, the specific case of force majeure will affect the supply relationship with WA. The Parties shall then strive to adjust their performance obligations accordingly within reason for the duration of the force majeure.
- 16.3. If the disruption in performance caused by the force majeure persists for longer than two months, WA is entitled to terminate the Nomination Agreement or supply agreement or rescind from an Order affected by *force majeure*, without this establishing any liability toward the supplier or any obligation to acquire raw materials or unfinished goods based on approval of materials and approval for production that was originally granted.

17. CONFIDENTIALITY

- 17.1. Any and all information, documents, or data that is or are exchanged between or provided by, or otherwise become or becomes known to the Parties on the occasion of conclusion or implementation of any Orders or agreements related thereto is and are deemed to be confidential and must be used only for the purpose of performing the Orders. The obligation of confidentiality does not apply to information that, at the time when it is provided, is public knowledge, is already lawfully in the receiving Party's possession, or has been disclosed in a legally permissible manner by third parties.
- 17.2. Confidential information must be treated as confidential for the duration of the supply relationship and for a further three years after termination hereof, not disclosed to third parties, and subjected to at least the same measures that the receiving Party takes to protect its own confidential information.
- 17.3. Confidential information may only be disclosed to sub-suppliers or sub-contractors and customers that or who require knowledge thereof in order to perform the agreements concerning the Parts with explicit written permission of WA and provided that the relevant recipient is subject to an obligation of confidentiality comparable to this confidentiality undertaking.
- 17.4. Where a Confidentiality Agreement has been entered into between WA and the supplier, such agreement takes precedence over the provisions of this Sec. 17 of these GTC.

18. COMPLIANCE

- 18.1. All legal provisions and industry standards applicable to the Parts provided by the supplier must be observed; this also includes provisions concerning the supply chain and those in the location of production and delivery, in the sales markets known by the supplier, and in the location of the supplier's registered office.
- 18.2. If WA identifies a risk with regard to compliance with regulations concerning the supply chain at the supplier's end, WA is entitled to demand a contractual warranty that the supplier is complying with all legal provisions concerning the supply chain, particularly with regard to human rights and the environment, and that it undertakes to engage in training and continuing education to enforce this contractual warranty and to implement risk-based controls. The supplier undertakes to cooperate with WA in every respect to prevent violations of the specifications concerning the supply chain and take reasonable corrective action.
- 18.3. Any and all forms of money laundering, corruption, and bribery by the supplier, whether on the giving or receiving side and whether direct or indirect, are prohibited. Involvement in human trafficking, child labor, or forced labor will not be tolerated. The supplier's business practices must not contribute to any violation of human rights.



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- 18.4. The applicable laws relating to minimum wage, working hours, and occupational safety and health must be observed. Discrimination in hiring and employment must be prevented and counteracted. The working conditions of the employees assigned to work must be at least in accordance with the conventions of the International Labour Organization (ILO).
- 18.5. The supplier undertakes to observe, in its business operations, the statutory standards of the manufacturing country, the customer country and all countries of origin and to take account of comprehensive aspects of protection of the environment. The WA Code of Conduct takes precedence over the respective provisions of this Sec. 18.
- 18.6. Any violation by the supplier or any of its suppliers and/or subcontractors against the principles contained in this Sec. 18 of these GTC or a Code of Conduct shall entitle WA to terminate the relevant agreement, without prejudice to any further rights. To the extent that it is possible to remedy the violation of an obligation, this is, however, possible only after a reasonable time limit has elapsed fruitlessly. WA must moreover be indemnified and held harmless against any and all claims, damages, costs, and expenses (including reasonable legal costs) in connection with any violation.

19. COMPETITIVENESS

- 19.1. It is agreed that the Parties will take all necessary measures to maintain the competitiveness of the Parts. Taking into account an overall evaluation of technology, quality, price, and the security of the supply, the Parts must be at least congruent with comparable products of competitors. Such comparative product must meet WA's requirements. Should WA receive an offer from an alternative supplier that is more advantageous taking into account the overall evaluation of the criteria mentioned above, WA shall notify the supplier thereof in writing. The supplier shall then receive the opportunity to improve the four criteria technology, quality, price, and the security of the supply through suitable measures within a period of 4 weeks in order to be able to offer equivalent or better terms to WA.
- 19.2. If supplier does not provide an equivalent offer within the period stated in Sec. 19.1 of these GTC, WA has the right to rescind all affected agreements.

20. DATA PROTECTION AND INFORMATION SECURITY

- 20.1. All applicable laws and regulations on the protection of personal data must be observed. To the extent necessary, the Parties shall enter into supplementary agreements with regard to the processing of such data.
- 20.2. The supplier is obligated to take reasonable technical and organizational measures in line with industry standards to ensure the availability, integrity, and confidentiality of those of the supplier's information systems that are used within the scope of the performance of services and the data provided or made accessible to it, e.g., in keeping with ISO/IEC 27001 ("information technology – security techniques – information security management systems – requirements") or within the scope of a certification pursuant to the "TISAX" ("Trusted Information Security Assessment Exchange") model of the German Association of the Automotive Industry [Verband der Automobilindustrie (VDA)]. These requirements also apply to the supplier's communications with WA, irrespective of the relevant communication channel.

21. MISCELLANEOUS PROVISIONS

- 21.1. Amendments or addenda to this GTC are not valid unless set forth in written form. This also applies to any waiver of this written form requirement.
- 21.2. The entire legal relationship between the Parties is subject exclusively to the substantive laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 21.3. The competent courts in Aschaffenburg, Germany, shall have exclusive jurisdiction.
- 21.4. Individual invalid provisions shall not affect the validity of the remaining provisions of the GTC; the invalid provisions must be replaced by the Parties with a provision that is congruent with the original provision's economic intent. The same applies in the event of a gap in the provisions hereof.