



General Terms and Conditions of Quotation

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These General Terms and Conditions of Quotation are applicable to any Quotation given by HELLA and/or its affiliated companies to a Customer which refers to the General Terms and Conditions of Quotation.

1 PRICING

HELLA's prices are stated in the respective Quotation.

1.1 GENERIC PRINCIPLE

The prices of the quotation are based on the market or economic conditions (including but not limited to inflation, supply pricing, raw material, labour and any manufacturing costs, regulatory charges and fees (e.g. tariffs)) applicable at the time of submission of quotation.

In addition to all mentioned prices/costs the relevant VAT amount according to the applicable VAT law has to be added and to be itemized separately on the invoice. For tooling the invoicing will be made according to the actual place of the tooling and the applicable VAT law at the time of transfer of ownership.

The prices can only be achieved provided further Design-to-Cost-Actions (ReDtC) are implemented and second sources are established. For the identification and implementation of these improvements the Customer's support is essential. Further, Customer's support for tool localizations and concept optimization as required is needed without further cost reductions to secure a stable and sufficient supply chain. HELLA reserves the right to adjust the quotation if those savings cannot be achieved.

1.2 PRICE ADJUSTMENTS

Due to the composition and materials specified by the Customer, certain products are susceptible to significant fluctuations in commodity, raw material, and energy pricing; as well as pricing adjustments and premiums to address scarcity conditions in the market.

HELLA's pricing may be adjusted upon thirty (30) days' written notice from HELLA to Customer in the event of: material fluctuations in market, economic or geopolitical conditions, HELLA demands and/or product availability. Such adjustment shall be especially based proportionately on increases or decreases in supply pricing, foreign exchange rates, raw material or manufacturing and/or packaging costs, labour rates, and inflation, charges and fees, each of which is beyond HELLA's reasonable control. HELLA shall use commercially reasonable efforts to limit any increases as much as practicable and shall provide backup documentation for any increases, upon request.

No such request shall be denied unless Customer can demonstrate that the request is unwarranted based on the supporting documentation. For purposes of clarity, this section shall apply similarly in proportion to pricing increases incurred by HELLA as a result of adjustments made by sub-suppliers to HELLA and the Customer.

In case the EOP date or the project duration are not stated in the quotation, HELLA reserves the right for price adjustments latest 5 years after HELLA SOP.

1.3 COMMODITY & RAW MATERIAL PRICING

For commodities, or any material significantly impacting pricing of the products as listed in the section "PIECE PRICE" in the applicable quotation, the pricing is based on the listed raw material prices published at the time of submission of quotation according to the referenced indexes in the applicable quotation in section "PIECE PRICE".

HELLA may conduct a quarterly index review. To the extent the considered index identifies an increase in raw material or commodity costs in excess of 5% of the base price established in the table (the "Base Price"), HELLA may adjust its pricing in proportion to the amount of the increase in the Base Price for such product.



The adjustment of the piece price will be made quarterly based on the average price value of the previous 3 months.

1.4 TRANSPORT COSTS

The given transport prices are based on the transport rates applicable at the time of submission of quotation.

If the actual transport rates increase by more than 5% from the average transport rates of the past 6 months, HELLA shall be entitled to request an appropriate adjustment to the quoted transport prices.

For determination the reference rate published by Shanghai Container Freight Index (SCFI) for Asian/ex China lanes or Drewry World Container Index for transatlantic lanes is applied. The initial review shall take place 3 months before SOP. If the average index within the past 6 months compared to the index at the time of quotation submission differs by more than 5 %, HELLA reserves the right to adjust the prices within 30 days.

There shall be a regular review of the transport rates during the project time on a semi-annual basis which shall take place on 31st May and 30th November each year. Price adjustments will be valid as of 1st July of the current year or as of 1st January of the following year. HELLA shall provide the basis for price adjustments and shall inform the Customer in due time.

Should any extraordinary market-related event incur beyond the control of HELLA, HELLA shall have the right for exceptional price adjustment negotiations in addition to the specified periods.

1.5 EXCHANGE RATE

If the quotation refers in the section "PIECE PRICE" to piece price adjustments based on the changes in the exchange rates, the following applies:

The average exchange rate of the past 3 months shall be determined on a quarterly basis. Unless otherwise referenced in the quotation for determination the reference rate published by the European Central Bank (ECB) is applied. The average exchange rate shall be commercially rounded to 4 decimal places.

The price adjustment shall be done relatively to the foreign currency share of the part as referenced in the section "PIECE PRICE" of the quotation. The first price adjustment takes place at SOP.

The regular review of the exchange rate development during the project time takes place on 31st May, 31st August, 30th November and 28th/29th February of each year. Price adjustments will be valid as of 1st July, 1st October, 1st January, 1st April. HELLA shall provide the basis for price adjustments and shall inform the Customer in due time.

1.6 ANNUAL PRICE REDUCTION (PRODUCTIVITY/ RATIOS)

Any annual price reductions stated in section "PIECE PRICE" are dependent on achieving the volumes stated in section "VOLUME (w/o OES) and / or "PIECE PRICE" and shall apply at the earliest 12 months after SOP defined in section "PROJECT SUMMARY".

The price reduction is only valid on the net piece price without amortization amounts, packaging and logistics.

Directed parts are excluded from annual price reduction.



2 OWNERSHIP OF TOOLING

On request, HELLA is ready to transfer the ownership of product-specific tooling if the following conditions are met:

100% of the product-specific tooling costs are paid by the Customer. The product-specific tooling remains in the possession of HELLA for up to 15 years after EOP and HELLA shall be granted the right to use the tooling for OEM serial production and OES parts, as well as to manufacture spare parts for the independent aftermarket demand.

If, as a result of force majeure (fire, water, forces of nature), manufacturing of the product is interrupted in the long term, HELLA is ready to transfer the actual possession of the tooling to the Customer or to a jointly nominated third party for the sole purpose of maintaining emergency production for the duration of the interruption.

In case the tooling is subject of volume limitation over lifetime, customer is obliged to timely order a new tool, once the lifetime exceeds (the "Expired Tool"). In case of breach of such obligation, HELLA shall not be liable for quality issues resulting from the use of the Expired Tool.

3 CAPACITY AND DELIVERY PREREQUISITES

Electronic Data Interchange (EDI) is an indispensable prerequisite for an efficient ordering and delivery process. For this reason, the transmission of call-offs and forecasts via EDI is mandatory.

If the tool is designed as family or combination tool the products need to be accepted in pairs over the lifetime.

HELLA reserves the right to reject any requests for changes by Customer regarding volumes or delivery dates deviating from the call-off flexibilities (see section "CAPACITY AND DELIVERY PREREQUISITES" of the quotation). In case of acceptance of a change request, HELLA reserves the right to charge any additional costs resulting from the change request. This shall also apply for any deviation from the applicable minimum order quantity. Any change request needs to be confirmed by HELLA.

If the volumes purchased by the Customer in one calendar year are significantly (15%) lower than the total forecasted and/or projected annual volumes, the parties shall agree on a one-time payment to cover missed invest and other cost factors.

Based on an annual calculation any amount agreed to be amortized in the piece price and not amortized due to decreased volumes is to be paid as a direct reimbursement. The direct reimbursement amount will be invoiced by HELLA. The agreed payment terms shall apply.

Any notification for end of production needs to be given by the Customer with 6 months prior notice.

3.1 CHANGES ON PRODUCT OR PROJECT TIME SCHEDULE

Any technical or commercial changes that affect the product, development or tooling costs will be quoted, agreed and either, if applicable, included in the payment plan or invoiced as a direct reimbursement by HELLA. In case of inclusion in the payment plan, payment will be due on the next payment day.

If the agreed project milestones will be postponed not due to HELLA's responsibility, HELLA reserves the right to invoice the originally agreed costs according to the initial time schedule + additional costs caused by the postponement.



3.2 PRODUCTION/ MANUFACTURING LOCATION

HELLA reserves the right to change the development and/or manufacturing location to any other HELLA company/location upon prior written notification to the Customer.

For Surface Mount Technology (SMT) HELLA applies the "SMT Global Concept" to be able to relocate across SMT lines without changing the process chain and compromising quality. This ensures flexibility, consistency and increased supply chain resilience. HELLA reserves the right to implement the "SMT Global Concept", incl. relocation between equipment, lines and locations as well as extension and replacement of existing lines by new equipment. Such right does not affect HELLA's obligation regarding qualification. No consent from Customer is needed in case for such allocation / relocation.

3.3 DISCONTINUATION OF RAW MATERIALS/ COMPONENTS

If supplies of parts and components procured from sub-suppliers are discontinued or technically changed (in particular electronic components), HELLA will make a proposal how the supply of this component can be continued or adequately replaced. HELLA and the Customer shall then agree on how to proceed. Additional costs arising from the discontinuation or change of the purchased parts are not included in this quotation and have to be negotiated separately.

3.4 PRODUCT AVAILABILITY AND SCARCITY

The parties acknowledge that HELLA may be subject to supply shortages due to availability in the market of certain components or commodities, including but not limited to those components provided by mandated suppliers of the Customer. Due to the generally critical supply situation for certain components and materials with regard to availability, lead times and replenishment times, and in particular for semiconductors, the stated production capacities are subject to self-supply and the actual availability of components and materials. HELLA assumes no liability if, during any critical semiconductor, raw material, labour or other material supply situation, the corresponding components and materials are not sufficiently available within the times demanded. If the total components and materials available are not sufficient to cover the total requirements of all customers, HELLA reserves the right to allocate them according to the "fair share" principle, provided, however, that customers committing to firm/fixed volumes shall receive priority on any Products that are subject to this provision.

4 USED MATERIAL / PARTS / COMPONENTS AND SOFTWARE

4.1 REQUIREMENTS FOR MATERIALS

For all employed materials HELLA complies with the prohibitions and restrictions on materials specified in the Global Automotive Declarable Substance List (GADSL) including EU ELV directive (2000/53/EG) and EU REACH regulation (1907/2006/EG).

4.2 INTEGRATED SOFTWARE

For the product-integrated software HELLA grants the Customer a non-exclusive right of use to the extent necessary to use the product in the intended manner. Any additional rights required by the Customer shall be subject of a separate written agreement.

4.3 DIRECTED PARTS AND SOFTWARE

If HELLA is requested to integrate any directed parts or software or software components made available by the Customer or a third party in its product or to use certain third party software design tooling (the "Directed Parts"), HELLA assumes no liability for function, safety and freedom of defects for the integrated Directed Parts and associated costs, unless otherwise agreed in a responsibility matrix between Customer, Directed Parts supplier and HELLA (RASI Chart).



HELLA's liability shall be limited to taking due diligence required by the current state of technical development when integrating Directed Parts into its products and to perform standard tests or tests agreed with the Customer. Any Directed Parts have to be made available in due time as specified in the development schedule having specified quality, testing and approval level (sample stages). HELLA will inform the Customer of any deviations in writing. Any additional work and/or costs incurred by HELLA due to insufficient performance for example but not limited to late delivery and quality defects of the Directed Parts will be charged separately. Further, HELLA shall be entitled to request adequate adjustment of the development schedule, if required.

4.4 DIRECTED SALES

If the contract essentials have been negotiated between HELLA and the Customer and the nomination has been awarded to HELLA by the Customer under the provision that the sale of products and the supplies shall be made to a third party (the "Customer's System Supplier"), the Customer shall guarantee the payment of all outstanding receivables by the Customer's System Supplier in connection with such deliveries. If payment by the third party is delayed, Customer shall make the payment within 30 days upon corresponding written notification from HELLA. Pricing for directed parts is agreed between Customer and directed parts supplier.

Delivery to or order processing with a third party may result in increased costs (e.g. additional costs for logistics) which HELLA reserves to invoice accordingly.

HELLA reserves the right to agree on deviating payment terms with the Customer's System Supplier.

If HELLA becomes a sub-supplier to a third party without prior knowledge and agreement, HELLA will submit a new quotation to reflect any changes in prices, logistics, warranty or payment terms that may arise from this new arrangement. The Customer shall guarantee the payment of all outstanding receivables by the third party in connection with such deliveries. If payment by the third party is delayed, the Customer shall make the payment within 30 days upon corresponding written notification from HELLA.

5 FOREIGN TRADE

5.1 ENTRY CERTIFICATE

For intra-community deliveries (EU) the parties agree that the Customer shall provide an "Entry Certificate" in the form as required to HELLA without delay or at a time agreed upon between the parties.

5.2 CERTIFICATE OF ORIGIN

HELLA confirms to submit commercial (non-preferential) certificates of origin on request for the delivered products as legally required in some importing countries.

In addition, HELLA confirms to submit preferential certificates of origin or long-term supplier declarations under applicable Free Trade Agreements and Tariff Preference Programs (e.g. NAFTA / USMCA, EU-MX FTA) in case HELLA has determined positive preferential status based on the respective rules of origin. Unless otherwise explicitly agreed upon in writing, HELLA shall not be liable to provide a positive confirmation of preferential origin.

6 OES PARTS

6.1 OES QUOTATION

The prices and volumes in the quotation are to be understood as original equipment prices/volumes and are not applicable to OES parts. The volumes, capacities (including lead



times) and prices (including specific packaging and transport) for OES parts will be quoted separately and have to be agreed upon between the parties. Quotation and negotiation of OES parts supplies for deliveries after EOP will be made in due time by HELLA's OES division. HELLA reserves the right after alignment with the Customer to set up sub-suppliers for the production after EOP.

6.2 OES PART AVAILABILITY

Subject to the availability of raw materials and manufacturing technologies at economically acceptable conditions and subject to a price agreement, HELLA is ready to deliver OES parts during the series production and up to 10 years after EOP as stated in applicable Quotation in section "BASIC PROJECT DATA" and / or "VOLUMES (w/o OES)" according to the agreed specification. If, due to changed circumstances, this should become no longer feasible on economically reasonable conditions, HELLA shall immediately advise the Customer and the parties shall negotiate a reasonable solution acceptable for either party, including but not limited to the possibility to finally procure an all-time demand of the products affected to be specified by the Customer.

7 COMMODITY

If the product quoted has been developed as a commodity or contains a commodity (non-customer specific product) and is therefore subject to HELLA development specifications only HELLA will not redesign the product. Any long-term supply or supply guarantee or change request right for customer-specific products shall not be applicable. If necessary, HELLA shall strive to find an acceptable supply solution together with the Customer.

8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

The quotation is to be treated as confidential and is exclusively intended for the Customer. The content of the quotation is to be regarded as HELLA trade secret and shall not be disclosed to any third party. If the contract is awarded to HELLA this shall also apply to data, knowledge and experiences, including development results gained by HELLA (the "Information") made available to the Customer during contract performance. The requirement for confidentiality does not apply to Information that can be proven to be public knowledge, or which will become public knowledge at a later time, or is known to the Customer already before, or will be known to the Customer at a later date without violating this confidentiality obligation. All rights (including commercial protection and patent rights), related to the Information provided, are reserved. The Customer shall have no right to file for commercial protection rights or patent rights for Information provided by HELLA. The Customer shall only be allowed to use the Information provided for the purpose of evaluating the quotation. If the contract is awarded to HELLA, HELLA will grant the Customer a right to use the Information to the extent required to use the delivered product.

For purposes of the quotation third party property rights may prevent a free delivery and use of the product in question. Details of the commercial property rights, in particular the scope and regional protection effect, are provided on request. The necessary licenses need to be obtained directly from the rights holder by the Customer and is precondition for the feasibility of this quotation. This quotation excludes any fees or royalties for the necessary licenses for third-party property rights.



9 TERMINATION

9.1 TERMINATION BY CUSTOMER

In case the Customer terminates the nomination of HELLA as supplier for the quoted products for convenience, or in case of postponement or cancellation of the project, the Customer undertakes to reimburse to HELLA the following costs:

- a) Program start-up costs;
- b) The safety stocks of finished products;
- c) The raw materials, components and sub-assemblies manufactured or purchased by HELLA for the implementation for this project;
- d) The development and tooling costs and investments borne by HELLA within the scope of the implementation for this project, and not amortized on the termination date;
- e) The social and restructuring costs borne by HELLA as a consequence of the Customer decision;
- f) Any non-terminable commitments undertaken by HELLA necessary and appropriate to fulfil Customer demands, including capital commitments;
- g) The claims from HELLA's suppliers and subcontractors;
- h) Quick-savings, entry tickets and similar payments made by HELLA for this project and
- i) Any documented and actual expenses incurred by HELLA directly related to the project subject to termination that were not previously reimbursed.

9.2 TERMINATION BY HELLA

- a) HELLA may (without prejudice to any other rights) terminate the nomination by written notice to the Customer if the price adjustment according to clause 1 is not accepted by the Customer,
- b) according to clause 3.1 the milestones are or the SoP is postponed by the Customer significantly, or
- c) at any time during the term of this nomination the objective, to realize in an economical and reasonable way the interests and requirements of both parties, is no longer met due to regulatory or economic change(s), which could not have been foreseen at the time of execution of this nomination causing undue and prolonged hardship of HELLA, provided that the Parties do not find an agreement to adapt the nomination accordingly.

10 MISCELLANEOUS

10.1 BUILD TO PRINT

For Build-to-Print projects, where the product design is provided by the Customer, the Customer is also responsible to identify necessary product-related legal requirements and implement them in the product design/related documents (e.g., drawings). Necessary tests/verifications in the production (e.g., CoP) must be specified, too (with clear references, revision/edition date, etc.).



10.2 PREPAYMENTS & LONG TERM INCENTIVES

In anticipation of substantive future business together and considering certain business awards furnished or contemplated between the parties, Supplier may make commitments for or furnish to Customer, certain prepayments or rebates, long term incentives or similar competitiveness bonuses (together the "LTI"). In such cases, the Parties agree that in the event of a material shortfall in volumes over a period of 3 months, termination or impairment of the Parties' business arrangements for which such LTI was contemplated, Supplier shall be entitled to adjust the LTI commitment, terminate a future LTI commitment or otherwise recover any prepaid LTI commensurate with the material adverse change to award conditions. In such case, the Parties shall negotiate in good faith and agree to the amount and timing of such recovery. LTI shall be subject to Customer making payments in accordance with mutually-agreed payment terms. HELLA shall not be liable to pay LTI during periods where Customer payments, volumes, or commitments are in arrears.

10.3 E-WAY BILL

For deliveries made by HELLA within India based on firm Customer demands, Customer shall confirm receipt of the products within the time period prescribed by applicable legal regulations (e.g. E-way bill). Should HELLA sustain any damages, expenses or costs (including but not limited to additional documentation requirements, warehouse demurrage charges and penalties levied by governmental enforcing agencies) due to the Customer's failure to confirm receipt of the products delivered by HELLA within the prescribed time period for whatever reason (e.g. but not limited to short-term cancellation of demands or the like), HELLA shall be entitled to debit such amount to Customer as verifiable incurred to HELLA.

10.4 PRE-SERIES DELIVERY

For any deliveries of products (e.g. but not limited to samples, prototypes, saleable parts) made prior to the written serial production approval by the Customer (PPAP approval = status "green") or made prior to a written deviation authorization (Abweichgenehmigung) any warranty is excluded. For the avoidance of doubt, in case of a deviation authorization any warranty liability only applies towards the deviation authorization. This limitation shall not apply in case of intention or gross negligence of HELLA with regard to personal injury and in case of mandatory legal liability. In addition, HELLA reserves the right to request a separate written confirmation for liability exclusion from the Customer prior to any such delivery. HELLA reserves the right to refuse any delivery of products for safety reasons.

10.5 HELLA GENERAL TERMS AND CONDITIONS

The quotation is based exclusively on the applicable General Terms and Conditions of Sale of HELLA, which shall be part of this quotation. Any deviations, especially any terms and conditions of the Customer, shall only apply if explicitly accepted in writing by HELLA prior to contract conclusion. This shall also apply if HELLA did not explicitly object to deviating terms and conditions. The HELLA General Terms and Conditions of Sale can be found at www.hella.com or may alternatively be requested from the responsible Sales contact.

For any warranty issues, including but not limited to warranty periods, warranty process and warranty cost recovery, the HELLA Standard Warranty Terms and Procedures shall apply, which are annex to the quotation.