

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR SERVICES

of HELLA GmbH & Co. KGaA

Last changed: October 2021

Version: 1.0

These General Terms and Conditions of Purchase for SERVICES of **HELLA GmbH & Co. KGaA** (Rixbecker Straße 75, 59552 Lippstadt, Germany) and its subsidiaries (hereinafter, "**HELLA**"), apply for all services from the service provider (hereinafter, "**Contractor**") to HELLA.

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The term "Services" includes, but is not limited to, the performance of development services, technical services (e.g. inspections, tests, calibrations, preparation of documentation, analyses and reports), creative services (e.g. design and conception for analogue and digital media), training, quality services (e.g. sorting work, resident services) as well as consulting and support in projects defined by HELLA (hereinafter, "**Services**").

1.2. All orders placed by HELLA shall be subject exclusively to HELLA's terms and conditions of purchase. Sales conditions issued by the Contractor with deviating contents shall not become the basis of the agreement, even if HELLA does not explicitly reject them in individual cases. Any amendments and/or supplements as well as other supplementary agreements must be made in writing.

2. PERFORMANCE OF SERVICES

2.1. Prior to the performance of Services, the Parties shall each appoint a responsible contact person. A change of contact person shall be notified to the respective other party.

2.2. The Contractor shall provide the Services in accordance with the contract and in accordance with the principles of proper professional practice, whilst applying the respective state of the art. It shall take into account recognised process descriptions and industry standards (e.g. ITIL, DIN) and make sure to use qualified and reliable personnel for the performance of all Services.

2.3. The performance of the Services shall be governed by the specifications, performance descriptions, functionalities and schedules agreed between HELLA and the Contractor (hereinafter, "**Requirements**"). The Contractor shall check the Requirements for completeness, clarity, conclusiveness and technical feasibility prior to the commencement of performance of the Services. The Contractor shall provide written notification, without delay, of any insufficient requirements prior to the commencement of performance of the Services. Said insufficiencies shall be remedied by HELLA, if necessary in cooperation with the Contractor.

2.4. The Contractor shall provide its Services subject to application of a quality management system, which at least meets the requirements in the current version of ISO 9001, and undertakes to continuously develop this system to reflect the state of the art.

2.5. HELLA has the right to obtain information on the progress of the project at any time.

2.6. If the Contractor is commissioned to provide specific Work Results (see clause 6.1) to HELLA, he will do so immediately upon completion of the work. Furthermore, HELLA may at any time and without providing justification demand the immediate surrender of Work Results already achieved.

2.7. Agreed dates and deadlines are binding. The Contractor shall promptly give notification of delays as soon as they become apparent. HELLA is entitled to the statutory claims, in particular claims for damages.

2.8. The Contractor is obliged to provide the Services in accordance with this Agreement itself. The Contractor alone is authorised to give instructions to its deployed staff. The Parties agree that the assignment does not give rise to any employment relationship between HELLA and the employees deployed by the Contractor. The involvement of subcontractors requires the prior written consent of HELLA. The Contractor shall be liable for any subcontractors engaged.

3. DUTY TO COOPERATE

3.1. HELLA shall promote the provision of Services through agreed cooperative actions. The Contractor must request the necessary cooperation at an early stage.

3.2. If HELLA fails to comply with its duties to cooperate and the Contractor is thus unable to complete the project or parts thereof within the agreed dates and deadlines, these shall be extended by a reasonable period of time. Sections 642 and 643 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) are waived.

4. CHANGE IN PERFORMANCE

4.1. HELLA may request changes and additions to the Services at any time if these are technically feasible and reasonable for the Contractor. The Contractor shall review change requests within five (5) working days after receipt and shall notify HELLA of the result together with any resulting costs and delays in the project schedule in the form of a binding offer. Neither the review of the change request nor the preparation

of the binding offer shall entail any costs for HELLA.

- 4.2. If HELLA accepts the offer, the changes shall become part of the Agreement. If HELLA does not accept the offer, the Parties shall proceed with the project – without any changes thereto – unless HELLA gives extraordinary notice of termination because it cannot reasonably be expected to adhere to the unchanged Agreement.

5. ACCEPTANCE

- 5.1. If the Contractor is obliged to deliver a Work Result (see clause 6.1) to HELLA, an acceptance procedure must be performed. A prerequisite for acceptance is that the Contractor hands over all Work Results to HELLA in full, proves that the acceptance criteria have been met and are indicative of readiness for acceptance. Partial acceptances require prior contractual agreement.
- 5.2. If the acceptance fails, the Parties shall draw up an acceptance report listing all defects presenting an obstacle to acceptance. After expiry of a reasonable period of time, the Contractor shall provide a Work Result that is free of defects and ready for acceptance.
- 5.3. HELLA may not refuse acceptance on the grounds of insignificant defects. However, this is subject to the defects being remedied without delay by the Contractor.
- 5.4. If the acceptance fails, HELLA may assert the rights to which it is entitled by law, in particular withdraw from the Agreement or parts thereof and claim damages.

6. RIGHTS OF USE

- 6.1. The term “**Work Results**” refers to all results and findings (e.g. know-how, inventions, copyrighted results, software) achieved by the Contractor in the performance of its Services, including the documentation, descriptions, analyses, reports, images and documents produced.
- 6.2. The Contractor shall grant HELLA the unrestricted, exclusive and irrevocable right to all known and unknown types of use of the Work Results at the time of their creation in terms of space, time and content, as well as the sole and unrestricted ownership right to the work results for which such a right can be established and transferred. In particular, HELLA shall be entitled without restriction to reproduce, process and otherwise modify, supplement, distribute and publicly disseminate Work Results in unmodified and modified form without restriction, grant sub-licences and transfer all rights of use granted under this Agreement in return for payment

or free of charge.

- 6.3. Insofar as Work Results arise which may be protected by industrial property rights, the Contractor is obliged to notify HELLA thereof in writing without delay. HELLA is free to register/declare these Work Results in the form of industrial property rights in its own name or to transfer them to third parties. The Contractor shall provide HELLA with comprehensive support in this respect – in particular, with the information required for this purpose, make any necessary declarations and take all other necessary measures. The Contractor is prohibited from making a corresponding entry in its own name or that of a third party or from directly or indirectly supporting third parties in this respect. In the case of inventions and technical improvements, the provisions of the German Employee Inventions Act shall apply. The obligations under said Act remain with the Contractor.
- 6.4. Insofar as the Work Results do not contain components developed within the scope of this Agreement but existing components of the Contractor or components licensed from third parties, the Contractor shall grant HELLA the non-exclusive, sub-licensable right to use them free of charge, unlimited in terms of time, space and content. The Contractor shall inform HELLA in writing about such components.
- 6.5. The remuneration for the granting of rights under clause 6 shall be compensated with the remuneration in accordance with clause 10. The Contractor is not entitled to any further claims.

7. FORCE MAJEURE

Industrial disputes, however not strikes limited to the contractor company, riots, official actions and other unforeseeable, unpreventable and serious events release the Parties from their obligations under the Agreement for the duration of the disruption and to the extent of the impact on the contractual duties. The Parties are obligated to immediately exchange the required information to a feasible extent and to adapt their obligations to the changed conditions, acting in good faith.

8. NON-DISCLOSURE

- 8.1. The Contractor shall treat as confidential all information received in writing or orally or in any other way within the scope of the cooperation, in particular documents, specifications, drawings, templates, models, tools, documents, hardware and software, as well as other data

carriers, which HELLA has made available to the Contractor on the basis of this Agreement or in connection therewith, and shall not make them available to any third party, in any way whatsoever, or reproduce them, unless this is absolutely necessary for the performance of the Services. The Contractor shall ensure that its employees and subcontractors comply with the same confidentiality obligation. HELLA reserves all property rights and copyrights to the information and items listed in the aforementioned sentence 1.

- 8.2. The disclosure of the information required under clause 8.1. Sentence 1 does not include the right for the Contractor to apply for an industrial property right for inventions contained therein. Disclosure does not give the Contractor any right to use the information beyond the purpose of providing the service.
- 8.3. The Contractor may only use its connection with HELLA as a business reference after prior written approval by HELLA.

9. COMPLIANCE

- 9.1. The Contractor undertakes to observe the principles described in the HELLA Code of Conduct for Suppliers and Service Providers and shall ensure that its own suppliers and service providers also observe these principles. The Code of Conduct is available on the HELLA homepage in the section Company > Corporate Responsibility > under https://www.hella.com/hella-com/assets/media_global/Englisch-HELLA_CODE_OF_CONDUCT.pdf.
- 9.2. The Contractor shall commit no acts, and indeed refrain from those acts, which can lead to a punishable offence as a result of fraud or breach of trust, insolvency offences, breaches of competition law, granting and accepting of advantages, bribery, corruption or comparable offences on the part of persons employed by the Contractor or of any other third parties. In the event of any such violation, HELLA shall be entitled, without any prior notice, to withdraw from or to terminate all legal transactions existing with the Contractor and to break off all other negotiations. Without prejudice thereto, the Contractor shall comply with all legislation and regulations pertaining to itself and to business relations with HELLA.
- 9.3. If the Contractor has made a culpable agreement with regard to the performance of its Services, undertaken a coordinated behaviour or other behaviour that represents an

inadmissible restriction of competition within the meaning of the applicable competition/antitrust regulations, the Contractor shall pay as compensation to HELLA 8% of the net invoice amount of the scope of delivery affected by this violation of competition/antitrust law, unless the Contractor can prove that HELLA either did not incur – or only did so to a minor extent – as a result of said violation. This obligation shall also continue to apply in the event of the fulfilment or termination of the business relationship or an isolated assignment. Other or further contractual or legal claims of HELLA shall remain unaffected; in particular, HELLA may claim higher damages in exchange for corresponding evidence.

10. REMUNERATION AND TERMS OF PAYMENT

- 10.1. Offers are binding and not subject to remuneration.
- 10.2. The Contractor shall receive the remuneration specified in the order for the Services to be performed. As a matter of principle, payment shall be made only after performance of the service.
- 10.3. The remuneration does not include value added tax at the respective statutory rate. Remuneration shall be paid in euro (EUR).
- 10.4. Payment by HELLA shall be made 30 days after the date of receipt of the invoice, unless the Parties have expressly agreed otherwise.
- 10.5. The Contractor is obliged to issue invoices in accordance with the "HELLA Invoicing Requirements". The currently valid invoicing requirements are available on the HELLA homepage in the section Company > Purchasing > under https://www.hella.com/hella-com/assets/media/HELLA_Group_invoice_requirements.pdf.

11. WARRANTY AND LIABILITY

- 11.1. In the case of Services, the Contractor owes the best possible professional performance.
- 11.2. The Contractor shall ensure that commissioned Work Results are free from material defects and defects of title.
- 11.3. HELLA shall be entitled to the statutory rights in the event of material defects and defects of title as well as in the event of other breaches of duty, in particular the right to subsequent performance, damages and withdrawal. HELLA shall have

the right to independently remedy the defect under the conditions of Section 637 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

- 11.4. Should third parties assert against HELLA an infringement of their rights in connection with the performance, the Contractor shall indemnify HELLA against all damages and costs resulting therefrom, including court and settlement costs and the costs for legal advice required, at HELLA's reasonable discretion.
- 11.5. The Contractor's liability shall not apply insofar as the Contractor prepares the Services to be provided in accordance with HELLA's mandatory specifications and is not responsible for any infringement of third-party industrial property rights and copyrights.

12. TERMINATION

- 12.1. HELLA reserves the right to terminate the order or parts of the order with a notice period of two weeks.
- 12.2. Both Parties are entitled to terminate the Agreement at any time without notice for good cause. Good cause exists for each of the Parties in particular if
 - (i) the other Party has become insolvent or insolvency proceedings have been opened against its assets or the motion for the opening of insolvency proceedings has been dismissed due to lack of assets; or
 - (ii) the other Party breaches material contractual obligations and does not remedy this breach even after a written reminder has been sent setting a reasonable time limit or if it is unreasonable to expect one of the Parties to adhere to the agreement even without setting a deadline.
- 12.3. In the event of a premature termination of the Agreement, the Parties shall agree on the residual processing of the assignment (in particular, the handover of Work Results already achieved and remuneration of the costs incurred up to that point).
- 12.4. Declarations of termination must be made in writing.

13. MISCELLANEOUS

- 13.1. HELLA is entitled to offset and retention rights to the extent permitted by law. The Contractor can only offset its own claims if its counterclaims have been legally established, are undisputed or have been recognised by HELLA.

- 13.2. Should any of the provisions of these terms and conditions be or become invalid, this shall not affect the validity of the rest of the Agreement. The Parties to the Agreement undertake to replace the invalid provision with a valid provision that comes as close as possible to the intended economic effect of the invalid provision. This provision also applies to any omissions in these terms and conditions.
- 13.3. The law applicable at the registered office of the ordering HELLA company shall apply exclusively.
- 13.4. The legal venue for all disputes arising out of or in connection with this Agreement and the Services falling under the scope of this Agreement shall be the registered office of the ordering HELLA company or, for legal actions by HELLA, any other competent court.