

## GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES

Version 04/2019

**Exclusively for use with business persons acting in the course of business when concluding the contract.**

### 1. SCOPE

1.1 These General Terms and Conditions of Purchase ("Purchase Terms") shall apply exclusively to the delivery of C-parts, non production material or parts, the performance of works or services ("Indirect Products") by the supplier and/or any affiliated company of the supplier (commonly or individually referred to as "Contractor") to NORMA Group SE and/or any of its affiliated companies (commonly or individually referred to as "NORMA"). NORMA explicitly objects to any deviating or supplementary terms or conditions set by Contractor.

1.2 Contractor's general terms and conditions or any other Contractor's contractual documents shall not apply, irrespective of whether or not such terms and conditions are explicit rejected by NORMA. Any deviating terms and conditions shall only be binding upon written confirmation by NORMA. NORMA's unconditional acceptance of or payment for the Indirect Products shall not constitute the conclusive acceptance of any deviating terms and conditions.

1.3 These Purchase Terms shall apply to all future purchases of Indirect Products by NORMA from Contractor, even if they are not explicitly referred to in future Contracts again.

### 2. CONTRACT, ORDER

2.1 Any Order accepted by Contractor or any contract otherwise concluded regarding the delivery of Indirect Products constitutes a contract ("Contract").

2.2 NORMA's offer to Contractor regarding the delivery of Indirect Products or the provision of works or services, as well as any changes thereto, including open orders and single orders of a Product ("Order") are valid only, if

made in writing, text form (including fax and e-mail) or through electronic data interchange (EDI).

2.3 Orders of NORMA are to be accepted by Contractor within ten working days. Thereafter, NORMA shall no longer be bound by the respective Order. Prior to acceptance an Order may be revoked by NORMA at any time without incurring any liability to Contractor. Commencement of performance under an Order shall be deemed acceptance by Contractor of the Order.

2.4 Any modifications of or amendments to an Order by Contractor requires NORMA's express confirmation in order to become effective. The confirmation is subject to the requirements of Clause 2.2.

2.5 NORMA reserves the right to make, or request that Contractor make modifications with regard to Indirect Products, specifications or processes at any time. Contractor will immediately, usually no later than ten (10) days, demonstrate the effects of any such modification on price and delivery date by means of a cost break down and appropriate documentation. If such modification requires any deviation in price or delivery date, NORMA and Contractor shall agree an appropriate adjustment of the Contract in writing.

2.6 Unless otherwise agreed in writing, Contractor shall not be entitled to any remuneration or reimbursement of costs relating to the preparation of a Contract, in particular offers, visits, studies, drawing-up of costs estimates or other analyses preparatory to the conclusion of a Contract.

### 3. PRICES AND TERMS OF PAYMENTS

3.1 The agreed prices shall be fixed prices and represent the total net price plus the statutory sales tax if applicable, for the development, manufacturing and delivery of Products under a Contract. Supplier shall not be entitled to adjust prices or invoice additional costs of any nature

whatsoever without explicit prior written consent of NORMA.

3.2 Contractor shall provide NORMA with auditable and complete invoices in duplicate to the invoice address indicated in the Contract. Invoices shall at all times comply with all applicable laws and regulations. In addition, invoices shall be sufficiently detailed to enable NORMA to determine the Indirect Products with quantities, delivery notes, delivery dates and NORMA's Contract or Order number to which the invoices relate. Invoices shall not be issued prior to dispatch of the Indirect Products and shall not be sent together with the Indirect Products.

3.3 Payment shall be made within 30 days of duly delivery of the Indirect Products and receipt of the accurate and complete invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by Contractor in relation to the delivery of the Indirect Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

3.4 NORMA shall be entitled to set-off with claims from other contractual relationship with Contractor.

#### 4. DELIVERY, DELIVERY DATES

4.1 Unless otherwise provided for in a Contract, deliveries of the Indirect Products shall be made DDP Incoterms® 2010 to the place of delivery specified in the Contract.

4.2 Shipment shall be made at Contractor's risk. Contractor shall bear the risk of loss, damage or destruction of the Indirect Products up to the time of delivery. This shall also apply if the shipment is made at the request of NORMA. In case of other works or services performed by Contractor in relation to the delivery of the Indirect Products, Contractor shall bear the risk up to the time of acceptance of the works or services by NORMA.

4.3 Delivery periods and delivery dates in a Contract are binding. Compliance with the delivery date is essential for the fulfillment of the Contract.

4.4 Contractor shall notify NORMA immediately in writing of any circumstances that may result in a delay of delivery, stating the reasons and the probable duration of the delay. This shall not affect the delivery periods and delivery dates provided for in the Contract. Without limiting Contractor's liability, in case of a supply shortfall or any other shortage on the part of Contractor, Contractor shall use its best efforts to preferential fulfil its supply obligations towards NORMA (e.g. privileged allocation of supply availabilities to NORMA).

4.5 In the case of default in delivery Contractor shall pay to NORMA a contractual penalty in the amount of 0,2% of the [delayed] delivery value for each completed week of such default, but not exceeding a total of 5% of the [delayed] delivery value. NORMA's right to claim additional damages shall remain unaffected; the contractual penalty is to be accounted against such additional damages claim. The payment of liquidated damages for late delivery shall not release Contractor from its responsibility to complete delivery.

4.6 NORMA will not accept deliveries prior to the agreed delivery periods or dates. NORMA reserves the right to return the Indirect Products or store the Indirect Products up to the agreed delivery periods or dates at Contractor's expense and risk. Alternatively, NORMA may accept such early deliveries, but the initially agreed terms of payment shall remain unaffected.

4.7 NORMA will accept partial deliveries only if separately agreed in writing. In such case, Contractor shall indicate in the delivery documents the remaining portion still outstanding including the delivery periods or dates pertaining thereto. Any expenses incurred by NORMA due to Contractor's partial deliveries shall be borne by Contractor.

#### 5. FORCE MAJEURE

Any delay or failure of performance under a Delivery Contract that results from an event of Force Majeure without any error or fault on the part of the affected party shall be considered excused for as long as the Force Majeure event persists. In order to be excused by a Force Majeure event, the affected party must provide the

other party with written notice of any such delay (including the expected length of the delay) immediately after the event, but no later than three (3) days thereafter. Force Majeure shall mean unforeseeable and unpreventable occurrences such as Acts of God, natural disasters (fires, floods, earthquakes, tornadoes or other extreme natural occurrences) as well as unrest, war, sabotage, terrorist attacks. Labor disputes or disruptions or the scarcity or unavailability of raw materials are not Force Majeure events.

During such events and for a two week period thereafter, NORMA shall be entitled, notwithstanding other rights, (i) to purchase replacement Indirect Products from other available sources, which shall reduce the volume of the ordered Indirect Products by the amount of Indirect Products thus replaced, and/or (ii) to require Contractor to deliver replacement Indirect Products from other available sources in the volume and by the deadlines specified by NORMA, and at the prices established in the Contract. If Contractor cannot provide assurance that the delay will not exceed thirty (30) days or if the delay lasts longer than thirty (30) days, NORMA has the right to terminate the Contract without any liability or purchasing obligation to Contractor.

### 6. QUALITY; NOTIFICATION OF DEFECTS

6.1 In performing its obligation to develop, manufacture and deliver the Indirect Products, Contractor shall comply with the latest state of the art and with all quality standards, statutory provisions and other quality requirements (in particular those provided for in the attached NORMA Quality Requirements, available at <https://www.normagroup.com/corp/de/geschaeftsbedingungen-dl/> or otherwise notified by NORMA). Contractor shall in particular comply with (i) the standards of IATF 16949, if the Product is intended to be used for automotive purpose or (ii) with ISO 9001 (latest edition), (iii) the environmental standards of ISO 14001 and the respective national standards for non-automotive purposes.

6.2 Contractor shall comply with all requirements resulting from NORMA's and NORMA's customer's material and product approval process in a timely manner.

Any changes concerning the Product or manufacturing and quality processes or production locations, including any changes with respect to tooling, are subject to NORMA's prior written approval. Contractor shall notify NORMA immediately of its intent to implement such changes.

6.3 Contractor will constantly examine and monitor the quality and specification of the ordered Indirect Products. In case Supplier becomes aware of any circumstances that indicate any quality problems regarding to the Indirect Products, Contractor shall inform NORMA immediately.

6.4 Contractor shall archive documents for fifteen (15) years and shall secure these documents against unauthorized access and protect against deterioration.

6.5 NORMA shall carry out an incoming inspection of the Indirect Products only for externally identifiable transport damages, the quantity of the delivery according to the loading lists and deviations of the identity of the Indirect Products according to in the delivery documents. Moreover NORMA will inspect the Indirect Products within the ordinary course of its production process insofar as reasonable. NORMA shall not have any further inspection obligations.

### 7. WARRANTY

7.1 Contractor warrants that the Indirect Products (i) conform to the specifications, drawings, and other requirements to the Indirect Products; (ii) are free from any defect in design, manufacturing and material; (iii) fulfil the indicated function; (iv) are fit for the particular purpose for which they are purchased and (v) are of merchantable quality. Any Product not meeting any of the above-mentioned requirements is referred to as "Defective Product".

7.2 In the event of Contractor's breach of warranty Contractor, the Contractor shall sort out Defective Indirect Products and, at NORMA's discretion, either eliminate the defects or replace Defective Indirect Products by defect free Indirect Products.

If Contractor fails to remedy the defect promptly or a remedy of the defect by Contractor is not possible or reasonable, in particular for technical or logistic reasons, especially when the Product was incorporated in another product, NORMA may (either by itself or by a third party) rectify the defect at Contractor's cost and risk.

Contractor shall reimburse all cost and expenses incurred by the breach of warranty, in particular transport, handling, material and labour cost and cost of other parts that are no longer usable (including cost of dismantling, installation and assembly).

- 7.3 The limitation period for claims for defects shall be 60 months, from the date of delivery of the Product.

In case statutory law provides for longer limitation periods, such longer periods shall prevail.

- 7.4 In the case of replacement delivery, the limitation period shall commence anew from the time of replacement.

- 7.5 Contractor shall ensure, and shall be liable to NORMA that the Indirect Products are free from defects in title and free from any intellectual property rights of third parties (including patents, copyrights or other intellectual property rights). Contractor shall review and inform NORMA in writing of any of its own patent rights, copyrights and other intellectual property rights, if any, incorporated in the Indirect Products or Tools used for the manufacture of the Indirect Products.

### 8. LIABILITY

- 8.1 Contractor shall indemnify and compensate NORMA for any cost and expenses arising out of a breach by Contractor of its obligations under or in connection with a Contract.

- 8.2 If any third party asserts any claim against NORMA for violation of applicable law, including without limitation, health, safety, environmental, export control, anti-corruption or any other regulatory requirements that is attributable to any acts or omissions by Contractor, Contractor shall hold harmless, indemnify and defend NORMA against such claims.

### 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Contractor shall indemnify and hold NORMA harmless as well as its customers against any cost or expenses and any third party claims asserted due to an infringement by the Indirect Products of patent rights, copyrights or other intellectual property rights. Further claims for defects shall not be affected thereby.

- 9.2 In the event that the Indirect Products infringe patent rights, copyrights or other intellectual property rights of third parties, Contractor shall use its best efforts to place NORMA in a position to use the Indirect Products without infringing such intellectual property rights of third parties.

### 10. LUBRICANTS/ CHEMICAL SUBSTANCES

Contractor shall, in case of the delivery of a substance or a mixture of substances within the meaning of statutory regulations, be aware of and will observe the provisions of the above-mentioned regulations in the currently valid version. In the event that the order constitutes the delivery of an article within the meaning of the above-mentioned Regulation, Contractor will observe the above-mentioned Regulation. Any infringement of this provision shall entitle NORMA to refuse the Product.

### 11. TERMINATION OF CONTRACT

- 11.1 NORMA may terminate a Contract, in full or in part, with immediate effect for cause, with an appropriate prior notice, without any liability or compensation obligation to Contractor. In particular, a cause for termination includes, but not limited to, the following events:

- a) Contractor commits a breach of any of its obligations under a Contract and fails to remedy such breach within 30 days after written notice;
- b) Supplier repeatedly delivers Defective Indirect Products after written notice of NORMA;
- c) Contractor becomes insolvent, or bankruptcy or insolvency proceedings of any nature are have been filed against Contractor or any execution measures have been initiated against Contractor which have not been cancelled within one month (e.g. cancellation of seizure);

### 12. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

12.1 "Confidential Information" shall mean all technical, commercial or other business related documents and information, in particular drawings, plans, specifications, technical data, test results, samples, processes data, calculation, and other Information relating to Goods which NORMA orally or in writing makes available to Contractor.

12.2 Contractor shall treat Confidential Information strictly confidential and shall not disclose Confidential Information to a third party, without NORMA's prior written approval. Contractor shall treat Confidential Information in the same way as its own confidential information, but at least with the due care of a prudent businessman. Disclosure of Confidential Information to subcontractor, subsuppliers, employees, agents or representatives is permitted only to the extent necessary for the performance of Contractor's contractual obligations in relation to NORMA and subject to the recipient shall be bound by the same confidentiality obligations as set forth herein.

12.3 The confidentiality obligations shall not apply for information, that

- a) was publicly known or lawfully known to Contractor prior to disclosure by NORMA to Contractor;
- b) Contractor lawfully obtained from a third party without any obligation of confidentiality undertaking towards NORMA;
- c) became known to Contractor without violation of these provisions or any other regulations on the protection of NORMA's business secrets or which are or were publicly known; or
- d) Contractor is obligated to disclose based on statutory, official or judicial requirements, in which case Contractor shall inform NORMA prior to such disclosure and shall restrict as far as possible the extent of such disclosure.

12.4 Confidential Information shall remain the property of NORMA and may neither be copied nor reproduced without NORMA's prior written approval unless required

for the performance of Contractor's contractual obligations in relation to NORMA. At NORMA's request Confidential Information shall be returned to NORMA or destroyed.

12.5 Contractor may not make public announcements on or otherwise publicly refer to the contractual relationship without NORMA's prior written approval.

12.6 The foregoing obligations shall survive the expiration or termination of a Contract for five years thereafter.

### 13. SET-OFF AND RIGHT OF RETENTION

Contractor shall only be entitled to assert set-off rights and rights of retention with counterclaims derived from the same Contract that are either uncontested or have been recognised by final judgement.

### 14. ASSIGNMENT

Without NORMA's prior written approval, Contractor shall not assign its rights and obligations under a Contract, neither in part nor in whole. NORMA may assign its rights and obligations, notably to its affiliated companies.

### 15. COMPLIANCE

15.1 Contractor shall comply with all applicable laws, including without limitation, health, safety, environmental, export control, anti-corruption or any other regulatory requirements.

15.2 Contractor shall observe the "**NORMA Supplier Code of Conduct**" as well as the "**NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions**" (available on [https://www.norma-group.com/norma.nsf/id/CR-Compliance-Policies\\_DE](https://www.norma-group.com/norma.nsf/id/CR-Compliance-Policies_DE)) as amended from time to time by NORMA.

Contractor must ensure that its subcontractors are also obliged to comply with the provisions listed in this Section. In case of a breach of this obligation NORMA may terminate a Contract, in full or in part, with immediate effect for cause, with an appropriate prior notice, without any liability or compensation obligation to Contractor according to Number 11.1.

16. C-PARTS

For C –Parts additionally to these Purchase Terms the General Terms and Conditions of Purchase for Production Material of NORMA shall also apply, available at <https://www.normagroup.com/corp/en/downloads-terms-conditions/> In case of contradictions the General Terms and Conditions of Purchase for Production Material of NORMA shall prevail.

C-Parts shall mean products used in the production of serial products.

17. PERFORMANCE OF WORKS AND SERVICES

17.1 The Contractor is committed to perform the works and services set forth in the order. The Contractor is committed to have the service performance executed by personnel having the necessary qualification and aptitude for a proper execution of the performance. The Contractor shall be entitled, in coordination with NORMA, to replace an appointed person by another person having the same qualification. The intervention of sub-suppliers is permitted only with prior written consent of NORMA.

17.2 The Contractor shall inform NORMA in regular intervals about the progress of his service performance and shall be continuously in coordination with NORMA. In case of dissents, NORMA shall have the power to decide.

17.3 The Contractor shall perform the works and services on the basis of his special know-how and with highest possible care in accordance with the newest state of art and technology, considering thereby the principles customary in this branch of business.

17.4 A Contract for works and services shall not be deemed an employment contract. Contractor shall be responsible for social security and tax contributions and shall indemnify and hold harmless NORMA from any obligations to this regard. Contractor is free to work for third parties and shall provide NORMA on request with written confirmation of that other party.

17.5 The works and services shall be provided under the responsible management of Contractor. For the employ-

ees employed by Contractor within the scope of the Contract, Contractor shall retain the sole authority to issue technical, personnel and disciplinary directives.

17.6 NORMA shall be entitled to terminate any contract on works and services at any time without giving reason within a reasonable notice period depending on the duration of the works and services, however not exceeding three months.

18. MISCELLANEOUS

18.1 Unless otherwise agreed in writing, all legal relations, especially but not exclusively the validity, interpretation, execution and termination as well as all rights and claims regarding the contract between Norma and Contractor, shall be governed exclusively by the laws of the country in which NORMA's place of business is located. The United Nations Convention On Contracts For The International Sale Of Goods (CISG) and the conflict regulations regarding private international law are expressly excluded.

18.2. The place of jurisdiction shall be the competent court at NORMA's principle place of business. At its own discretion, NORMA may also sue Contractor at a court of law at Contractor's place of business.

18.3 If one of the provisions of these Purchase Terms should be or become invalid, the validity of the remaining provisions shall not be affected hereby. The parties hereto are obliged to agree upon a provision to replace the invalid provision that approximates as closely as possible the economic intent of the invalid provision.

18.4 The rights and remedies of NORMA set forth in this Purchase Terms shall be in addition to any other rights and remedies provided by statutory law. The failure or delay by NORMA to exercise any rights or remedies hereunder shall not be deemed as a waiver thereof, or preclude the exercise of any other rights or remedies.





**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

**Special Provisions for NAFTA Region (United States of America, Mexico and Canada)**

The special provisions for NAFTA Region constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA Michigan, NORMA Pennsylvania, NORMA Group Mexico or any other company of the NORMA Group having its principle place of business in the NAFTA region. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

**2. CONTRACT, PURCHASE ORDER**

**Section 2.1 shall be supplemented as follows:**

This Contract sets forth the exclusive terms and conditions under which Supplier will sell and NORMA will purchase the Products described herein for the period(s) specified in this Contract. Terms and conditions proposed by Supplier that are different from or in addition to the provisions of this Contract are expressly rejected by NORMA and are not a part of this Contract, and Supplier's acceptance is expressly limited to the terms of this Contract. This Contract constitutes the entire agreement between Supplier and NORMA with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. This Contract may be modified only by an amendment agreed by both parties.

**3. PRICES AND TERMS OF PAYMENTS**

3.3 Except as otherwise provided in these Terms, Buyer will pay proper invoices on the payment terms stated in the Order or an Agreement, if any. Such payment terms apply to the date Supplies are received at the facility designated by Buyer or, in the case of services, the date that Buyer receives Seller's invoice following completion of

the services. If no payment term appears on the Order or in an Agreement, Buyer will pay Seller for the Supplies on net sixty (60) days. Invoices for tooling must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in U.S. Dollars. Payment will be made by mailing on or before the due date unless otherwise expressly agreed by Buyer.

**8. LIABILITY, RECALL, INSURANCE**

**Section 8.1 shall be replaced as follows:**

8.1 The rights and remedies reserved to NORMA in a Contract are cumulative with, and additional to, all other rights and remedies of NORMA under applicable law or in equity. Without limiting the foregoing, in the event that any Products fail to conform to the warranties set forth in a Contract or the product specifications incorporated by reference in a Contract, or if Supplier otherwise breaches any of its obligations under a Contract, NORMA will be entitled to recover from Supplier any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by NORMA as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by NORMA resulting from (a) inspecting, sorting, testing, repairing or replacing Defective Products or nonconforming deliveries; (b) production interruptions; (c) recall campaigns or other corrective service actions; or (d) personal injury, including death, or property damage.

Supplier will indemnify, defend and hold harmless NORMA against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Supplier to fully perform any of its obligations under a Contract.

**A new section 8.5 shall be added as follows:**

- 8.5 Supplier acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of a Contract by Supplier and that, in addition to all other rights and remedies that NORMA may have, NORMA will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce a Contract, without any requirement of a bond or other security to be provided by NORMA.





**Additional Provisions for Mexico:**

Solely in the event the NORMA’s place of business is located in Mexico the following new Section shall be added to the Purchase Terms:

15. COMPLIANCE

**A new section 18.3 shall be added as follows:**

15.3 The Supplier recognizes that it is an independent contractor and in accordance with Article 13 of the Mexican Federal Labor Law, it has own and sufficient elements to comply with its obligations with respect to its workers, employees and representatives. The Supplier shall unconditionally assume the responsibilities of an employer, and therefore all its representatives, workers, and employees involved in the production of Products or execution of services under a Contract, shall exclusively depend on the Supplier, who will be solely responsible for the work contracts, the salary payments and other benefits, as well as for fees to be paid to the Mexican Social Insurance Company (IMSS), the National Fund of Living for Workers (INFONAVIT), the Pension Savings System (SAR), and taxes related thereto. In particular Supplier does not approve the forced labor, child work, disciplinary abuses or any other violation to the local laws, as well as any harassment and discrimination, attempts to the security and health of the employees, out law salaries and benefits, abuses of the freedom of association and working hours.

Even when the Supplier is working inside the facilities of NORMA, NORMA shall not be held responsible for any claims caused by such working relationship. The Supplier agrees and undertakes to indemnify and hold the NORMA safe and harmless from any claims, including labor claims, brought against the NORMA by the representatives, workers and employees involved in the production of Products or execution of services under a Contract, whether directly employed by the Supplier or by any third party.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

**Special Provisions for Brazil**

The special provisions for Brazil constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA do Brasil Sistemas de Conexão Ltda or any other company of the NORMA Group having its principle place of business in Brazil. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

**3. PRICES AND TERMS OF PAYMENTS**

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

**8. LIABILITY, RECALL, INSURANCE**

**Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability

is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for China

The special provisions for China constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA China Co., Ltd., NORMA EJT (Changzhou) Co., Ltd. or any other company of the NORMA Group having its principle place of business in People's Republic of China. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability

is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

### 9. INTELLECTUAL PROPERTY RIGHTS

**A new section 9.3 shall be added as follows:**

9.3 Intellectual property rights of NORMA shall remain the property of NORMA. No right or license, either express or implied, under any patent, trademark or copyright is granted to the Supplier under these Purchase Terms. Where the Products are customised to NORMA in accordance with NORMA's intellectual property, none of such Products or documents manufactured by the Supplier in accordance with such intellectual property may be made available to third parties without NORMA's prior written approval. Rights of intellectual property that subsist in the customised Products, to the extent that they are made on the basis or by incorporation of any of NORMA's intellectual property, shall be vested in NORMA.

### 18. MISCELLANEOUS

**Section 19.1 and 19.2 shall be replaced as follows:**

18.1 These Purchase Terms shall be governed by the laws of the PRC (the "Applicable Law") to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.2 Any dispute arising in connection with this Purchase Terms shall be settled first through friendly consultations between the parties. If within thirty (30) days following the date on which such notice to request consultation is given, the dispute cannot be settled through consultations, either party may submit the dispute to arbitration in accordance with this Clause. The parties agree that arbitration shall be conducted in Shanghai before the China International Economic and Trade Arbitration Commission ("CIETAC"), Beijing Commission in accordance with CIETAC Arbitration Rules then in force, and as amended by this Clause 19. The arbitration proceedings shall be conducted in the English language.

The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and

to act accordingly. Judgment upon any arbitral award may be entered in any court having jurisdiction over the party or parties against which the award has been rendered, or application may be made to any such court for judicial acceptance of the award and an order of enforcement, as the case may be. Each party expressly waives all rights to object thereto, including any defence of sovereign immunity and any other defence based on the fact or allegation that it is an agency or instrumentality of a sovereign state. All costs of arbitration (including but not limited to arbitration fees, costs of arbitrators and legal fees and disbursements) shall be borne by the losing party, unless otherwise determined by the arbitration tribunal. When any dispute occurs and is the subject of friendly consultations or arbitration, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under these Purchase Terms, except in respect of those matters under dispute.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF  
PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

End of the Addendum

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## Special Provisions for Czech Republic

The special provisions for Czech Republic constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA Czech, s.r.o. or any other company of the NORMA Group having its principle place of business in the Czech Republic. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF  
PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

End of the Addendum

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## Special Provisions for France

The special provisions for France constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA France S.A.S. or any other company of the NORMA Group having its principle place of business in France. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.



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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for Germany

The special provisions for Germany constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA Germany GmbH, NORMA Distribution Center GmbH or any other company of the NORMA Group having its principle place of business in the Germany. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

8. LIABILITY, RECALLS, INSURANCE

**Section 8.1 shall be amended as follows:**

- 8.1 Supplier shall indemnify and compensate NORMA for any cost and expenses arising out of a breach by Supplier of its obligations under or in connection with a Contract. In case a liability of Supplier requires fault by law, Supplier shall be liable unless he acted without fault.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for Portugal

The special provisions for Portugal constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by Lifial Indústria Metalúrgica de Águeda, Lda. or any other company of the NORMA Group having its principle place of business in Portugal. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 9.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability

is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

**End of the Addendum**

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### **Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for Sweden

The special provisions for Sweden constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA Sweden AB or any other company of the NORMA Group having its principle place of business in Sweden. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

#### **Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

#### **Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability

is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for Switzerland

The special provisions for Switzerland constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by PHARMA & BIOTECH CONNECTORS Verbindungstechnik AG or any other company of the NORMA Group having its principle place of business in Switzerland. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 3. PRICES AND TERMS OF PAYMENTS

**Section 3.3 shall be replaced as follows:**

3.3 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 8.1 shall be replaced as follows:**

8.1 Without restrictions of any other indemnification provisions provided by law, the Supplier will defend, indemnify and exempt NORMA, its successors, assignees and third party from any loss, damage, fine, penalty, judicial or extrajudicial lawsuit, expense, worker's compensation or other liability due to any illegal act, propriety damage, physical injury, damage caused by the act or any other damage resulting from any breach by Supplier of its obligations under or in connection with the Contract or related to any Defective Product, whereas, however, the Supplier will not be held responsible insofar as a liability

is solely and exclusively caused by negligence or intended bad conduct by NORMA, its representatives or employees.

**End of the Addendum**

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**Addendum to NORMA's GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES**

## Special Provisions for United Kingdom

The special provisions for United Kingdom constitute an addendum to the GENERAL TERMS AND CONDITIONS OF PURCHASE FOR INDIRECT MATERIAL AND SERVICES for Purchase Orders placed by NORMA UK Ltd. or any other company of the NORMA Group having its principle place of business in the United Kingdom. To the extent that changes are made to the GTCP in the following sections, these shall take precedence over the respective section in the GTCP. All other provisions of the GTCP shall remain unaffected hereby.

The following sections are amended solely in the respects set forth hereinafter:

### 2. CONTRACT, PURCHASE ORDER

**Section 2.1 shall be supplemented as follows:**

This Contract sets forth the exclusive terms and conditions under which Supplier will sell and NORMA will purchase the Products described herein for the period(s) specified in this Contract. Terms and conditions proposed by Supplier that are different from or in addition to the provisions of this Contract are expressly rejected by NORMA and are not a part of this Contract, and Supplier's acceptance is expressly limited to the terms of this Contract. This Contract constitutes the entire agreement between Supplier and NORMA with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. This Contract may be modified only by an amendment agreed by both parties.

### 3. PRICES AND TERMS OF PAYMENTS

3.3 Unless otherwise agreed in writing, payment shall be made within 60 days of the later of delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall

not start before the time of acceptance of the works or services by NORMA.

### 8. LIABILITY, RECALL, INSURANCE

**Section 8.1 shall be replaced as follows:**

8.1 The rights and remedies reserved to NORMA in a Contract are cumulative with, and additional to, all other rights and remedies of NORMA under applicable law or in equity. Without limiting the foregoing, in the event that any Products fail to conform to the warranties set forth in a Contract or the product specifications incorporated by reference in a Contract, or if Supplier otherwise breaches any of its obligations under a Contract, NORMA will be entitled to recover from Supplier any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by NORMA as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by NORMA resulting from (a) inspecting, sorting, testing, repairing or replacing Defective Products or nonconforming deliveries; (b) production interruptions; (c) recall campaigns or other corrective service actions; or (d) personal injury, including death, or property damage.

Supplier will indemnify, defend and hold harmless NORMA against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Supplier to fully perform any of its obligations under a Contract.

**A new section 8.5 shall be added as follows:**

8.5 Supplier acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of a Contract by Supplier and that, in addition to all other rights and remedies that NORMA may have, NORMA will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce a Contract, without any requirement of a bond or other security to be provided by NORMA.

**End of the Addendum**