

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL

Version 11/2021

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 manufacture and delivery of products, materials, components and systems, including software contained therein or related software as well as to related **works** or services ("**Products**") by the supplier and/or any affiliated company of the supplier (commonly or individually referred to as "**Supplier**") to NORMA Group SE and/or any of its affiliated companies (commonly or individually referred to as "**NORMA**") excluded any NORMA affiliated companies in the USA. NORMA explicitly objects to any deviating or supplementary terms or conditions set by Supplier.
- 1.2 Supplier's general terms and conditions or any other Supplier's contractual documents shall not apply, irrespective of whether or not such terms and conditions are specifically and explicitly identified and rejected by NORMA. NORMA's offer is hereby expressly limited to the terms contained in the offer, and NORMA hereby objects to any different or additional terms stated in Supplier's acceptance. Any deviating terms and conditions offered or countered by Supplier will only be binding upon subsequent written confirmation by NORMA. NORMA's unconditional acceptance of, or payment for the Products does not constitute acceptance of any deviating terms and conditions.
- 1.3 These Purchase Terms shall automatically apply to all Contracts for the purchase of Products by NORMA from Supplier, even if not explicitly referred to in future Contracts.

2. CONTRACT, PURCHASE ORDER

- 2.1 Any Purchase Order accepted by Supplier or any contract otherwise concluded regarding the purchase of Products by NORMA constitutes a contract ("**Contract**").
- 2.2 NORMA's order or delivery call-off to Supplier regarding the purchase of Products, as well as any changes or amendments thereto, including open orders and single orders of a Product (commonly or individually referred to as "**Purchase Order**") require written form, text form (including fax and e-mail) or electronic data interchange (EDI) form. Open Purchase Order is an order for a longer or indefinite period of time relating to the requirement of Products by NORMA ("**Open Purchase Order**"). A single Order is an order with a specified volume of Products to be delivered at a specified time ("**Single Purchase Order**"). A delivery call off is an electronic document specifying concrete date and volume for the delivery of Products ("**Call-Off**").
- 2.3 Open and Single Purchase Orders of NORMA are to be accepted by Supplier within five working days and become binding on Supplier, if Supplier does not object within 5 working days. Prior to acceptance, a Purchase Order may be revoked by NORMA at any time without incurring any liability to Supplier. Commencement of delivery or works under a Purchase Order shall be deemed acceptance by Supplier of the Purchase Order. A Call-Off becomes binding on Supplier if not rejected within 24 hours.
- 2.4 Any modification of or amendment to a Purchase Order by Supplier requires NORMA's express confirmation subject to the requirements of Clause 2.2.
- 2.5 NORMA reserves the right to make, or request that Supplier makes, modifications with regard to Products, specifications or processes at any time. Supplier 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 Supplier shall agree an appropriate adjustment of the Contract in writing.

- 2.6 Unless otherwise agreed in writing, Supplier is 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. FORECASTS

- 3.1 Quantities or volumes provided by NORMA, whether in requests for quotation, enquiries, Purchase Orders, Contracts or otherwise are non-binding forecasts. Only quantities and delivery dates in Single Purchase Orders or Call-Offs shall be binding subject to the provisions of the "NORMA Group Supplier Quality Manual" and the "NORMA Group Supplier Logistics Manual" (available on <https://www.normagroup.com/corp/en/terms-and-conditions>), as amended from time to time by NORMA.
- 3.2 Supplier shall ensure its capability to produce and deliver Products in accordance with any forecasts of quantities plus a safety capacity of 20%. In case NORMA requires delivery of quantities in excess of forecasted quantities plus 20%, Supplier shall apply best efforts to meet these requirements.

4. PRICES AND TERMS OF PAYMENTS

- 4.1 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.
- 4.2 Supplier 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 Products with quantities, delivery notes, delivery dates and NORMA's Contract or Purchase Order number to which the invoices relate. Invoices shall not be issued prior to dispatch of the Products and shall not be sent together with the Products.

- 4.3 Payment shall be made within sixty (60) days of duly delivery of the 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 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.
- 4.4 NORMA shall be entitled to set-off claims from other contractual relationship with Supplier against amounts owed Supplier.

5. DELIVERY, DELIVERY DATES

- 5.1 Unless otherwise provided for in a Contract, deliveries of the Products shall be made DAP Incoterms® 2020 to the place of delivery specified in the Contract.
- 5.2 Shipment shall be made at Supplier's risk. Supplier shall bear the risk of loss, damage or destruction of the 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 Supplier in relation to the delivery of the Products, Supplier shall bear the risk up to the time of acceptance of the works or services by NORMA.
- 5.3 Delivery periods and delivery dates in a Contract are binding. Compliance with the delivery date is essential for the fulfillment of the Contract.
- 5.4 Supplier 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 Supplier's liability, in case of a supply shortfall or any other shortage on the part of Supplier, Supplier shall use its best efforts to preferential fulfil its supply obligations towards NORMA (e.g. privileged allocation of supply availabilities to NORMA).

- 5.5 In the case of delay in delivery Supplier shall pay to NORMA liquidated damages in the amount of 0,3 % of the delayed delivery value for each working day of such default, but not exceeding a total of 5% of the delivery value of the Contract. 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 Supplier from its responsibility to complete delivery.
- 5.6 NORMA will not accept deliveries prior to the agreed delivery periods or dates. NORMA reserves the right to return the Products or store the Products up to the agreed delivery periods or dates at Supplier's expense and risk. Alternatively, NORMA may accept such early deliveries, but the initially agreed terms of payment shall remain unaffected.
- 5.7 NORMA will accept partial deliveries only if separately agreed in writing. In such case, Supplier 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 Supplier's partial deliveries shall be borne by Supplier.
6. **FORCE MAJEURE**
- 6.1 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.
- 6.2 During such events and for a two week period thereafter, NORMA shall be entitled at its sole discretion, notwithstanding any "requirements" terms other rights, (i) to purchase replacement Products from other available sources, which shall reduce the volume of the ordered Products by the amount of Products thus replaced, and/or (ii) to require Supplier to deliver replacement Products from other available sources in the volume and by the deadlines specified by NORMA, and at the prices established in the Contract. If Supplier 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 Supplier.
7. **QUALITY; NOTIFICATION OF DEFECTS**
- 7.1 In performing its obligation to develop, manufacture and deliver the Products, Supplier shall comply with the latest state of the art and industry best practice, and with all quality standards, statutory provisions and other quality requirements (in particular those provided for in the NORMA Quality Requirements, attached hereto or available on NORMA website in the download area at <https://www.normagroup.com/corp/en/terms-and-conditions>). Supplier 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.
- 7.2 Supplier 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. Supplier shall notify NORMA immediately of its intent to implement such changes.
- 7.3 Supplier will constantly examine and monitor the quality and specification of the ordered Products. In case Supplier becomes aware of any circumstances that indicate

any quality problems regarding to the Products, Supplier shall inform NORMA immediately.

- 7.4 Supplier undertakes to perform the development (if any) and the manufacturing by itself. In case Supplier purchases subcomponents or subcontracts any development or manufacturing work, Supplier shall permanently control the quality of any subcomponent or the work performed by a subcontractor and shall remain responsible towards NORMA for the quality of or any defects in any subcomponent or work performed by a subcontractor.
- 7.5 NORMA (as well as customers of NORMA or authorities) shall have the right upon prior notice to reasonably check compliance with the provisions of this section and to inspect the corresponding records at Supplier's premises. Supplier will make records available and provide information as required by NORMA.
- 7.6 Supplier shall archive documents for fifteen years and shall secure these documents against unauthorized access and protect against deterioration.
- 7.7 NORMA may limit incoming inspection of the Products to externally identifiable transport damages, the quantity of the delivery according to the loading lists and deviations of the identity of the Products according to in the delivery documents. NORMA will notify Supplier in writing of any deficiency of Products once the deficiency has been discovered by NORMA in the ordinary course of its business. NORMA does not have any further incoming inspection obligations and any obligations to give notice of a defect shall be limited to this extent.

8. WARRANTY

- 8.1 Supplier warrants that the Products (i) conform to the specifications, drawings, samples and other requirements to the Products; (ii) are free from any defect in design, manufacturing material, and labeling; (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".
- 8.2 In the event of Supplier's breach of warranty the following shall apply:
- Supplier shall bear all cost and expenses incurred by the breach of warranty, in particular transport, handling, material and labour cost (including cost of dismantling, installation and assembly) as well as testing, sorting and cost of other parts that are no longer usable. All claims shall arise irrespective of whether the cost incurred at NORMA, its customer, or any subsequent channel buyers or the end customer or user.
 - If a Defective Product is not yet delivered to a customer of NORMA, Supplier shall sort out Defective Products and, at NORMA's discretion, either eliminate the defects or replace Defective Products by defect free Products. If Supplier fails to remedy the defect promptly or a remedy of the defect by Supplier 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 Supplier's cost and risk.
 - If Defective Products are discovered after delivery to customers of NORMA, Supplier shall reimburse all cost and expenses incurred by NORMA, including cost and expenses incurred by NORMA's customer that are reimbursed by NORMA.
- 8.3 In the event of a serial defect, NORMA shall have the remedies set forth in 8.2 above with regard to all delivered Products potentially affected by the serial defect, unless insofar Supplier is able to prove that Products are not defective. Serial defects are (i) an accumulation of defects with the same or similar root cause as well as (ii) consistently existing quality defects.
- 8.4 If Defective Products are already delivered to a customer of NORMA, NORMA may prove the defectiveness of Products by sample quantities of Defective Products or by other documentation (such as dealer warranty data) to the extent NORMA is provided therewith from its customers in accordance with their warranty processes. Supplier acknowledges such evidence as sufficient proof of defects.

8.5 Supplier shall examine Defective Products and shall transmit its findings in the form of an 8D report within a reasonable deadline set by NORMA.

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

If the Products are intended to be used for automotive purposes, the limitation period shall be 54 months from the date of the first registration of a vehicle, but shall not exceed 60 months from delivery. For the market NAFTA (USA, Canada, Mexico, Puerto Rico), the limitation period for claims for defects shall be 60 months from the date of the first registration of a vehicle, but not exceeding 66 months from delivery.

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

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

8.8 Supplier warrants and shall ensure, and shall be liable to NORMA that the Products are free from defects in title and free from infringement of any intellectual property rights of third parties (including patents, copyrights or other intellectual property rights). Supplier 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 Products or Tools used for the manufacture of the Products.

9. LIABILITY, RECALLS, INSURANCE

9.1 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.

9.2 In case NORMA, its customer and/or the manufacturer of any end product into which the Products have been incorporated, perform a safety Recall or any other field, service or customer satisfaction campaign, either upon their own decision or upon the decision of any public authority, (hereinafter individually and collectively referred to as "Recall"), Supplier shall be liable to NORMA for any and all damages, costs and expenses in connection with such Recall, to the extent that such Recall results from

the delivery of Defective Products or from any other breach of the Contract by Supplier.

9.3 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 Supplier, Supplier shall hold harmless, indemnify and defend NORMA against such claims and any resulting liabilities and losses.

9.4 Supplier shall take out and maintain adequate insurance including coverage for product liability, extended product liability and recalls including non safety related campaigns, in the minimum amount of 5 Million Euro per case and year. Supplier shall submit copies of the insurance policies to NORMA and shall reconfirm its insurance coverage in the first quarter of each year.

10. FURNISHED ITEMS AND TOOLS OF NORMA

10.1 All raw materials, subcomponents, equipment and other items furnished by NORMA, either directly or indirectly, to Supplier in connection with the Products shall be and remain the property of NORMA and shall exclusively be used, processed or reworked by Supplier for NORMA.

10.2 All tools, dies, fixtures, jigs, gauges, molds, patterns, measures, samples including related software, drawings or any other related documentation (i) provided to Supplier directly or indirectly by NORMA, or (ii) paid for or amortized by NORMA, (iii) as well as any and all replacements, additions and accessories thereto ("Provided Property"), shall remain or become NORMA's property as soon as it is fabricated or acquired by Supplier. Provided Property is made available by NORMA to Supplier on a bailment basis. Supplier may use the Provided Property exclusively for the production of Products under a Contract with NORMA and may not use it for any other purpose, unless with prior written consent of NORMA.

10.3 Provided Property shall be marked clearly as property of NORMA or its customer, and shall be stored safely and separately from Supplier's property. Supplier shall provide and constantly update a list of all Provided Property in its possession, which expressly identifies the Provided



Property as the property of NORMA, and shall hand over the list to NORMA. Supplier shall at its own cost maintain the Provided Property in good condition and replace it if necessary and shall also bear the risk of loss and damage of the Provided Property as long as the Provided Property is in the place or under the control of Supplier. Supplier shall at its cost maintain adequate insurance for the Provided Property at least covering the replacement cost in the event of loss or damage. Supplier shall treat the Provided Property carefully and safely. Supplier shall indemnify and hold NORMA harmless for any claim, cost or expense arising from or in connection with the assembly, use, safekeeping or repair of the Provided Property. NORMA shall be entitled during regular business hours to enter Supplier's premises and to inspect the Provided Property and any records relating thereto.

10.4 NORMA shall have the right to remove the Provided Property or request its surrender at any time without any payment. Upon such request, Supplier shall immediately surrender the Provided Property and prepare it for shipping or deliver it to NORMA. NORMA will reimburse Supplier for reasonable delivery cost. Supplier shall have no right of retention with respect to Provided Property, neither from outstanding payment demands nor for any other reason.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Supplier 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 Products of patent rights, copyrights or other intellectual property rights. Further claims for defects shall not be affected thereby.

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

11.3 In case that a Contract includes development, which is paid for by NORMA, whether as a one-time payment or amortized into the price of the Products, NORMA shall obtain full title in all development results and shall be

entitled to any intellectual property right arising therefrom. Supplier shall also grant NORMA an irrevocable, non-exclusive, free of charge, worldwide license with the right to issue sub-licenses for intellectual property rights of Supplier necessary to use the development results.

12. SPARE PARTS

Supplier shall provide NORMA with sufficient quantities of Products to fulfill NORMA's spare parts requirement for the Product during series delivery and for a period of fifteen (15) years after end of series production of a Product. For the term of a Contract, the price for spare parts shall be the current Price stipulated in the Contract. Pricing for spare parts during the first three (3) years after end of serial production shall be the current serial Price at end of the serial delivery. Pricing for spare parts during the rest of the 15-year period shall be the then current Price in addition to any expenses to be mutually agreed upon between the Parties.

13. COMPETITIVENESS

It is agreed and understood between NORMA and Supplier that maintaining the competitiveness of the Products is of huge importance for the delivery relationship. "Competitiveness of the Goods" is ensured if the Products correspond to comparable goods of competitors in terms of prices, quality and technology. If a comparable product is offered to NORMA at competitive conditions, NORMA will notify Supplier thereof in writing and will set a reasonable period of time for Supplier to restore full competitiveness of the Product and to provide NORMA with a competitive offer. The obligation to maintain competitiveness shall be a material contractual obligation. In the event of any violation of such obligation, NORMA may demand adjustment or terminate the Contract in whole or in part for cause.

14. TERMINATION OF CONTRACT

14.1 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 Supplier. In particular, a cause for termination includes, but not limited to, the following events:



- a) Supplier commits a breach of any of its main obligations under a Contract and fails to remedy such breach within 30 days after written notice;
- b) Supplier repeatedly delivers Defective Products after written notice of NORMA;
- c) Supplier fails to remain competitive with respect to price, quality or technology and did not remedy its lack of competitiveness within 60 days after written notice of NORMA;
- d) NORMA's customer terminates the contract with NORMA for which the Products were intended for;
- e) Supplier becomes insolvent, or bankruptcy or insolvency proceedings of any nature are have been filed against Supplier or any execution measures have been initiated against Supplier which have not been cancelled within one month (e.g. cancellation of seizure);
- f) Due to a change at the Supplier of its ownership of its shareholders or stockholders by more than 50% (change of control);
- g) A change in trade laws or tariffs that alter Supplier's competitiveness or resulting prices, or that impact the economics of NORMA's business in support of which Supplier's products or services are being purchased.

14.2 NORMA may terminate a Contract at its own discretion without stating its reasons upon written notice with a notice period of 6 months to Supplier. In the event of such a termination, Supplier shall be compensated for the following items:

- i. the Price for Products that have been delivered or completed in accordance with the Contract and not previously paid for;
- ii. the applicable direct cost for unfinished Products and raw materials that Supplier incurred in accordance with the Contract to the extent such cost incurred are reasonable and are properly allocable to the terminated portion of the Contract. At NORMA's request, Supplier shall deliver the finished Products and materials on the basis of corresponding Contract to be concluded in cases specified in Section (ii) and (iii).

NORMA shall not be obligated to pay for Products, unfinished Products or raw materials that (i) are otherwise used or sold by Supplier with NORMA's written consent, (ii) are damaged or destroyed, (iii) are in excess of those amounts authorized in delivery Call-Offs or (v) that are in Supplier's standard stock or that are readily marketable. Payments by NORMA shall not exceed the maximum amount that NORMA was obligated to pay if it had not terminated the contract.

15. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

15.1 "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 Supplier.

15.2 Supplier shall treat Confidential Information strictly confidential and shall not disclose Confidential Information to a third party, without NORMA's prior written approval. Supplier 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 Supplier's contractual obligations in relation to NORMA and subject to the recipient shall be bound by the same confidentiality obligations as set forth herein.

15.3 The confidentiality obligations shall not apply for information, that

- a) was publicly known or lawfully known to Supplier prior to disclosure by NORMA to Supplier;
- b) Supplier lawfully obtained from a third party without any obligation of confidentiality undertaking towards NORMA;
- c) became known to Supplier 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) Supplier is obligated to disclose based on statutory, official or judicial requirements, in which case Supplier shall inform NORMA prior to such disclosure and shall restrict as far as possible the extent of such disclosure.

15.4 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 Supplier's contractual obligations in relation to NORMA. At NORMA's request Confidential Information shall be returned to NORMA or destroyed.

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

15.6 The foregoing obligations shall survive the expiration or termination of a Contract for five years thereafter. In the event that a separate Non-Disclosure Agreement ("NDA") exists between the parties and any term of this Section 15 conflicts with or contradicts one or more terms of the NDA, the terms of the NDA governs and supersedes the conflicting terms of this Section 15.

16. SET-OFF AND RIGHT OF RETENTION

Supplier 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 recognized by final judgement.

17. ASSIGNMENT

Without NORMA's prior written approval, Supplier 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.

18. COMPLIANCE

18.1 Supplier shall comply with all laws and regulations applicable to Supplier, including without limitation, health, safety, environmental, export control, anti-corruption or any other regulatory requirements.

The Supplier shall inform NORMA about: (i) any import/export license requirement or restriction in accordance with German or any foreign law and export controls

and customs regulations; (ii) any import/export laws, regulation and restrictions in force in the country of origin of the Products and (iii) any export controls classification of the Products.

18.2 Supplier 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/corp/en/compliance/>) as amended from time to time by NORMA.

Supplier 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 Supplier according to Number 14.1.

19. MISCELLANEOUS

19.1 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 Supplier, shall be governed by the laws of the country in which the contracting NORMA entity'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.

19.2. All disputes arising out of or in connection with a Contract shall be settled according to the rules of arbitration of the International Chamber Of Commerce (ICC) by one or more arbitrators appointed in accordance with the said rules. The decision of the arbitrators shall be final and binding. The language of arbitration shall be English. The place of arbitration shall be located at Frankfurt/Main. At its own discretion, NORMA may also sue Supplier at a court of law at NORMA's or Supplier's place of business.

19.3 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.

- 19.4 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.
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Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Brazil

The special provisions for Brazil constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALL, INSURANCE

Section 9.1 shall be replaced as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for China

The special provisions for China constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALL, INSURANCE

Section 9.1 shall be replaced as follows:

9.1 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.

11. INTELLECTUAL PROPERTY RIGHTS

A new section 11.4 shall be added as follows:

11.4 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.

19. MISCELLANEOUS

Section 19.1 and 19.2 shall be replaced as follows:

19.1 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).

19.2 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Czech Republic

The special provisions for Czech Republic constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for France

The special provisions for France constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Germany

The special provisions for Germany constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

- 9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Mexico

The special provisions for Mexico constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL for Purchase Orders placed by NORMA Group Mexico or any other company of the NORMA Group having its principle place of business in the Mexico. 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.

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 Unless otherwise agreed in writing, payment shall be made within 14 calendar days of duly delivery of the Products and receipt of the invoice with a discount of 3%. At NORMA's choice, payment shall alternatively be made within 90 calendar days of duly 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. The interest rate in the case of default of payment for remuneration claims shall be five percentage points above the 28-day Interbank Interest Equilibrium Rate of Mexico (Tasa de Interés Interbancaria de Equilibrio a 28 días) or any other rate published in the future by the Bank of Mexico substituting such interest rate.

9. LIABILITY, RECALL, INSURANCE

Section 9.1 shall be replaced as follows:

9.1 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 9.5 shall be added as follows:

9.5 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.

18. COMPLIANCE

A new section 18.3 shall be added as follows:

18.3 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Portugal

The special provisions for Portugal constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Sweden

The special provisions for Sweden constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for Switzerland

The special provisions for Switzerland constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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:

4. PRICES AND TERMS OF PAYMENTS

Section 4.3 shall be replaced as follows:

4.3 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.

9. LIABILITY, RECALLS, INSURANCE

Section 9.1 shall be amended as follows:

9.1 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

Addendum to NORMA's General Terms and Conditions of Purchase for Production Material

Special Provisions for United Kingdom

The special provisions for United Kingdom constitute an addendum to the NORMA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PRODUCTION MATERIAL 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.

4. PRICES AND TERMS OF PAYMENTS

4.3 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.

9. LIABILITY, RECALL, INSURANCE

Section 9.1 shall be replaced as follows:

9.1 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 9.5 shall be added as follows:

9.5 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