

## Conditions for purchasing (Status: April 2023)

### I.) Scope, General

- 1.) Our conditions of purchase shall apply exclusively; we (hereinafter referred to as "customer") do not recognize supplier's terms and conditions in contradiction to or deviating from our conditions unless we expressly approve of these in written form. Our conditions of purchase shall also apply if we accept delivery by the supplier without reservations even if we are aware of supplier terms and conditions in contradiction to or deviating from our Conditions of Purchase.
- 2.) Our conditions of purchase apply also to all future business transactions with the supplier even if they are not expressly agreed again.
- 3.) Individual agreements and specifications in our orders take precedence over these Conditions for Purchasing.

### II.) Quotations, Acknowledgements

- 1.) The contractor will send an order confirmation to the customer within one week of receipt of the order, otherwise the customer is entitled to a right of withdrawal, from which the customer can make use within another week, if the contractor's order confirmation has not yet been received until the customer's revocation.
- 2.) Deviations, changes or additions to the order by the order confirmation are only part of the contract if they are confirmed in writing by the customer. The customer is bound by the general terms and conditions of the contractor only insofar as they are in accordance with his terms or he has agreed to them in writing. The acceptance of deliveries or services as well as payments does not imply consent.
- 3.) Before accepting the order, the contractor shall inform us of obvious errors (e.g. spelling or calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion. Otherwise the contract shall be deemed not to have been concluded.

### III.) Prices, Invoicing, Payments, Rights of set-off and retention

- 1.) The agreed prices are binding (fixed prices). Unless otherwise agreed in the individual case, the prices cover all services and ancillary services of the contractor (e.g. assembly, installation), that belong to the fulfillment of the contractual obligation as well as all ancillary costs (e.g. packaging, transport costs, transport insurance).
- 2.) Legal VAT is not included in the price.
- 3.) The order number must be indicated on the invoices to be submitted twice (the billing address is generally: Exide Technologies GmbH or Exide Technologies Operations GmbH & Co. Kg, Im Thiergarten, 63654 Büdingen).
- 4.) Goods/Services recipient is the respective Exide location.
- 5.) Payments are made after acceptance or receipt of the delivery/service including complete and contractual documentation and after receipt of an auditable invoice within 30 days. Payments are made in the form of a transfer, whereby the payment/transfer can also be made by a third party or another group company appointed by the customer ("Payment on behalf of"). Payments do not imply acceptance of the goods or services as contractual.
- 6.) The customer shall be entitled to rights of set-off and retention to the extent provided by law.
- 7.) The contractor shall only have a right of set-off or retention on the basis of counterclaims that are assessed in a legally binding judgment or are undisputed.

### IV.) Performance, performance time, contractual penalty for performance disturbances, sub-suppliers

- 1.) The contractor shall bear the procurement risk for its services, unless otherwise agreed in the individual case.
- 2.) The delivery dates and deadlines stated in the order are binding and refer to the receipt of the goods at the place of the shipping address.
- 3.) If the contractor does not perform or does not perform within the agreed delivery time or is in default, the rights of the customer - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The customer's claims under paragraph 5 below shall remain unaffected.
- 3.) The contractor shall be in arrears with exceeding the agreed delivery dates without the need for a separate reminder.
- 4.) The contractor is obligated to inform the customer immediately and in writing of the reasons and the duration of any noticeable delays in the provision of services or the rectification of the service. If he does not do so, he shall replace the damages resulting from the failure.
- 5.) In the case of delayed delivery attributable to him, the Contractor shall bear all damages resulting from the delay, in particular the additional costs of a replacement delivery by third parties.
- 6.) In case the contractor is responsible for the delay a contractual penalty of 0.2% of the net order value in respect of the delayed part of the delivery is payable per working day, but not exceeding 5% of the total order value (NET). The customer can claim the contractual penalty until the final invoice is due for payment. Claims for compensation and other claims remain unaffected by the contractual penalty. However, a claimed contractual penalty is credited to the default punitive.
- 7.) Without our prior written consent (which shall not be unreasonably withheld), the contractor shall not be entitled to have the performance owed by it rendered by third parties such as subcontractors.

### V.) Delivery, passage of risks, acceptance, documents

- 1.) The goods have to be delivered to the address provided by the customer on account and risk of the contractor. The risk of the accidental loss or the accidental deterioration of the delivery, even if the customer has agreed to take over the freight costs, passes to the customer only at the agreed place of fulfillment upon receipt by the customer or by the freight forwarder appointed by the customer. In the case of a contract for works or services, the final acceptance shall take place instead of the aforesaid date.
- 2.) If an acceptance (*Abnahme*) has been agreed in the case of a purchase contract or contract for work and materials (*Werklieferungsvertrag*), the statutory provisions on the law on contracts for work (*Werkvertrag*) shall apply accordingly in the case of acceptance.  
A formal acceptance protocol shall be drawn up for the acceptance. However, the formal acceptance shall not take place until the contractor has remedied any defects found. The defects shall be remedied without delay, at the latest within a reasonable period set by the customer. Acceptance may not be refused due to insignificant defects.  
Any fiction of acceptance is excluded. Payments by the customer do not mean that the customer has accepted the performance.
- 3.) Unless otherwise expressly agreed in writing, the delivery shall be made at the expense of the contractor "free domicile" (i.e. EXV Incoterms 2020).
- 4.) The contractor is obliged to provide the order number on all shipping documents and delivery notes. The customer is entitled to refuse acceptance of the delivery/service if there are no proper shipping documents on the day of receipt or if the documentation associated with the delivery/service is missing. This rejection of the delivery/service does not delay the customer's acceptance of the order.

### VI.) Quality of services, warranty claims, material defects and replacements, limitation period

- 1.) The contractor shall ensure that the contract is carefully and properly fulfilled and that the agreed specifications are complied with, as well as the quality and appropriateness of the delivery and performance for the intended use under normal operating conditions regarding material, design and execution and the documents belonging to the delivery (quality documentation, manufacturer's declaration, drawings, plans etc). Any technical specification from the supplier constitute a non-conclusive contractual agreement for the subject matter of the delivery or service.  
The contractor shall ensure that all legal provisions, technical standards and norms (such as DIN / EU standards, GS) relevant at the time of the transfer of risk are complied with when providing the service and in relation to the service to be provided. The contractor shall provide the service in accordance with the latest state of the art.
- 2.) Unless otherwise stipulated, the Supplier shall be liable in accordance with the legal provisions, in particular for defects of the delivery (defects of quality and title), without such liability being limited or excluded from the reason or the amount. The contractor shall release the customer from claims of third parties in this respect.
- 3.) Without prejudice to the statutory rights and the obligations to give notice of defects pursuant to section VI., the following shall apply: If the contractor fails to fulfill its obligation of subsequent performance - at the option of the customer by remedying the defect (rectification / *Nachbesserung*) or by delivering an item free of defects (replacement delivery / *Ersatzlieferung*) - within a reasonable period of time set by the customer, the customer may remedy the defect itself or have it remedied by third parties and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the contractor.  
If subsequent performance by the contractor is unreasonable for the customer (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate or extraordinarily high damage), no deadline need be set; the customer shall inform the contractor of such circumstances without undue delay, if possible in advance.  
The foregoing shall also apply if the supplementary performance has failed within the meaning of § 440 of the German Civil Code (hereinafter "*BGB*").
- 4.) Unless otherwise agreed in writing, the general limitation period for claims for defects of the customer shall be 36 months after (i) delivery / procurement of the service to the customer respectively (ii) after transfer of risk. In case of work services, the limitation period is 36 months from final acceptance.  
The aforementioned 36-month limitation period shall apply mutatis mutandis to claims arising from defects in title, whereby the statutory limitation period for claims in rem for surrender by third parties (§ 438 para. 1 no. 1 BGB) shall remain unaffected.  
If the delivery has been used in accordance with its usual use for a building and has caused it its defectiveness, the limitation period shall enter 5 years after acceptance. The rights of the customer from §§ 478, 479 BGB remain unaffected.
- 5.) In case of rectification the warranty period for the rectified / replaced part(s) shall recommence anew.
- 6.) If defective deliveries are not taken back by the contractor despite the request of the customer, they can be disposed of at the contractor's expense or returned "unfree" at the expense of the contractor. The contractor bears the risk of returning defective supplies.
- 7.) By accepting or approving samples or specimens submitted, the customer does not waive any claims for defects.

### VII.) Investigation, after-performance, liability

- 1.) The customer examines the delivered goods on basis of the accompanying documents only regarding identity and quantity as well as on externally identifiable transport damage. The customer will notify the contractor of defects, as soon as they are determined in alignment with the conditions of the proper course of business, within a reasonable period (a period of at least 5 working days is deemed reasonable) after determination. In this respect, the supplier waives the objection of the belated notification of defects (§ 377 HGB).  
The customer is not obliged to carry out a functional check or even an individual case check in the case of goods with a high number of pieces. A random sample inspection is sufficient. The parties shall mutually agree on what constitutes an appropriate random sample inspection. In the absence of an agreement in text form, the customer shall determine the scope of the random inspection at its reasonable discretion.
- 2.) Without prejudice to further rights, the customer is entitled to reject deliveries that do not comply with the requirements of the order and to return this delivery to the contractor at its expense and risk.
- 3.) In the event of a material defect, the purchaser is entitled, at his discretion, to demand the rectification of the defect or the re-delivery of a defect-free item by the contractor. The contractor is obligated to bear all expenses necessary for the purpose of eliminating the defect or re-delivery of a defect-free item. This also applies to the costs incurred in connection with a rectification and replacement of the goods, which are necessary because the contractor has delivered a defective product. This applies insofar as the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent. The expenses necessary for the purpose of inspection and subsequent performance (*Nacherfüllung*), in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne by the contractor even if it turns out that there was actually no defect. The customer's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, the customer shall only be liable if it recognised or was grossly negligent in not recognising that there was no defect.
- 4.) In the event of fault, the contractor shall be liable for all damages due to a defect in the delivered goods.

- 5.) As vicarious agent of the contractor within the meaning of § 278 sentence 1 BGB, for whose fault the contractor is held responsible, shall also be deemed the manufacturer from which the contractor obtains the goods which he (re)uses for his deliveries or services.
- 6.) The statutory claims for expenses and recourse of the customer within a supply chain (supplier's recourse pursuant to §§ 478, 445a, 445b respectively §§ 445c, 327 para. 5, 327u BGB) shall accrue to the customer without restriction in addition to the claims for defects. In particular, the customer is entitled to demand from the contractor exactly the type of supplementary performance (repair or replacement) that the customer owes its clients in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. The statutory right of choice of the customer (Section 439 (1) BGB) shall not be restricted hereby.
- 7.) The claims of the customer arising from the supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by the customer, its clients or a third party, e.g. by installation, attachment or installation.

### VIII.) Quality assurance, auditing

- 1.) The contractor undertakes to monitor regularly through internal audits a quality management system which must guarantee the perfect quality of the supplies and services throughout the business relationship and to initiate the necessary measures without delay if deviations are found. The customer has the right to check the production process and quality assurance of the supplier at any time by means of an audit to be carried out at the contractor. The Contractor shall, upon request, provide the customer with insight into certification and audit reports as well as to the test procedures carried out, including all test records and documents relating to the delivery.
- 2.) The contractor is obliged to pass the aforementioned regulations for quality assurance and auditing also to its suppliers and subcontractors. The customer shall be given the opportunity to check and/or audit the processes and quality assurance on the spot at the Supplier/subcontractor for quality deviations.

### IX.) Product Liability / Producer Liability, Insurance

- 1.) If the contractor is responsible for a product defect (*Produktfehler*), it shall indemnify the Purchaser against third party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
- 2.) Within the scope of its indemnification obligation, the contractor shall reimburse expenses pursuant to §§ 683, 670 BGB) arising from or in connection with a claim by a third party, including recall actions carried out by the customer. The customer shall inform the contractor of the content and scope of recall measures - insofar as this is possible and reasonable - and give the contractor the opportunity to comment. Further legal claims remain unaffected.
- 3.) The contractor shall, at his expense, take and maintain sufficient and reasonable liability insurance for damages caused by supplies or services. In order to cover the product liability risks, the supplier shall maintain an extended liability insurance including the insurance of product damage (extended product liability insurance for personal injury and property damage, including foreign damages and recall cost coverage) with a cover amount of at least €2,500,000.00 (two million five hundred thousand euros) per insured event. The amount of the insured sum must be demonstrated to the customer upon request. By concluding and proving liability insurance, the extent of liability of the supplier is not limited.

### X.) Rights of third parties

- 1.) The contractor shall be liable for the fact that the order item and its use at the communicated place of use do not infringe any rights of third parties. The contractor also warrants that the contractual products do not infringe any third-party property rights in (i) countries of the European Union, (ii) the USA and (iii) China and (iv) other countries in which it manufactures the products or has them manufactured. The contractor will indemnify and hold the buyer free and harmless if a claim is brought against him either in court or out of court for infringement of the protective rights. This shall also apply if third parties assert claims against clients of the customer due to the infringement of industrial property rights. The damage suffered by a client of the customer shall only be compensated by the contractor insofar as the client asserts a claim against the customer.  
The foregoing shall not apply insofar as the contractor proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised commercial diligence.  
In the event of a dispute, the contractor will provide assistance upon request. In addition, the supplier shall compensate for any damage that may result from the customer or his customer from the fact that they have been familiar with the free usability of the delivery / service.
- 2.) Further legal claims of the customer due to defects of title of the products delivered to him remain unaffected.

### XI.) Material supply, tools, secrecy, ownership

- 1.) Provided material of the customer shall remain his property. Their use is only permissible for orders of the customer.
- 2.) Processing or transformation of the provided material is carried out for the customer. If the customer's reserved goods are processed with other objects, the buyer acquires co-ownership of the new item in the ratio of the value of the goods of the customer (purchase price plus VAT) to the other processed items at the time of processing. If the material provided by the customer is inseparably mixed with other objects not belonging to the customer, the buyer acquires co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the object of the contractor is to be regarded as the main object, it shall be deemed agreed that the contractor transfers proportionate co-ownership to the purchaser. The Contractor shall keep the sole ownership or co-ownership for the purchaser.
- 3.) Tools, samples, profiles, illustrations, drawings, files, calculations, data sheets and other documents provided to the contractor may not be passed on to third parties without the customer's consent, nor be used for any other than contractual purposes. They are to be used exclusively for the production on the basis of the order; After the order has been placed, the contractor must return them unsolicited to the customer. Such items shall be stored separately at the contractor's expense and insured to a reasonable extent against destruction and loss. Any usual maintenance of the items provided shall be carried out by the contractor at its own expense.
- 4.) The contractor is obligated to keep all illustrations, drawings, calculations and other documents and information received by the customer strictly confidential, insofar as they are not generally known or have been lawfully known to the contractor in any other way. They may only be disclosed to third parties with the express prior consent of the customer and if they have been obligated to secrecy in writing in advance. The secrecy obligation also applies after the execution of this contract, it expires if and to the extent that the knowledge contained in the illustrations, drawings and calculations and other documents has become generally known. Concluded, applicable non-disclosure agreements and statutory regulations on the protection of secrets shall remain unaffected. The contractor undertakes not to carry out any reverse engineering on the resources, software and objects provided by the customer for the purpose of fulfilling the contract.
- 5.) The contractor shall provide the customer with unconditional full ownership of the goods. Even before payment of the purchase price, the customer shall remain entitled to resell the goods in the ordinary course of business subject to advance assignment of the claim arising therefrom. Excluded are (i) the extended, (ii) the passed-on, (iii) the retention of title extended to the resale. The simple retention of title is permissible.

### XII.) Spare parts

- 1.) The contractor is obliged to keep spare parts for the products delivered to the customer in stock for a period of at least 10 years after delivery.
- 2.) If the contractor intends to discontinue the production of spare parts for the products delivered to the customer during or after the expiry of the period specified in para. 1, it shall notify the customer of this immediately, but at least 6 months before the discontinuation of production.

### XIII.) Termination, Insolvency/illiquidity of the contractor

- The customer is entitled to withdraw wholly or in part from the contract or to terminate the contract for cause (*aus wichtigem Grund*). Good cause shall be deemed to exist including, but not limited to (i) if the contractor is in default with two or more individual deliveries and the default continues for more than two weeks after receipt of a warning from the customer in which the customer has threatened or reserved the right to terminate the contract; (ii) if the contractor's financial circumstances deteriorate significantly; (iii) if the contractor sets his payments, (iv) if the opening of insolvency proceedings on the assets of the contractor is requested or opened (v) the opening of insolvency proceedings against the assets of the contractor is rejected for lack of assets; (vi) the breach of Exide's Code of Conduct (see Clause XV).

### XIV.) Place of jurisdiction, place of performance

- 1.) In the case of full commercial traffic, the place of jurisdiction is the seat of the customer. However, the customer is entitled to sue the contractor before another selected legal venue.
- 2.) The place of performance is the destination indicated in the order.

### XV.) Applicable law

The contractual relationship is governed by the law of the Federal Republic of Germany with the exception of the conflict and referral standards of the German international private law and the standards of the UN Convention on Contracts for the international purchase of Goods by the 1980 (CISG).

### XVI.) Code of Conduct

EXIDE (the "Buyer") has developed a supplier code of conduct (the "Code of Conduct") to share its social and environmental commitments with its co-contractors. By entering into a business relationship with EXIDE, the Supplier undertakes to respect the Code of Conduct. The Code of Conduct is published at the following internet link: [https://www.exidegroup.com/sites/default/files/2021-11/EP001-Ac.Supplier.code\\_conduct.pdf](https://www.exidegroup.com/sites/default/files/2021-11/EP001-Ac.Supplier.code_conduct.pdf)

Upon reasonable notice to the Supplier, EXIDE is entitled to audit the supplier, or authorise a third party designated by EXIDE to undertake the audit for the purpose of verifying compliance with the Rules and the Code of Conduct. The terms of these interventions will be defined jointly between EXIDE and the Supplier.  
Failure of the Supplier to comply with the terms of the Code of Conduct may result in the termination of the ongoing business relationship and Supplier being disqualified from engaging in future business with EXIDE.

### XVII.) Further applicable conditions

In addition, the regulations of the Global Supplier Quality Manual, as well as the general conditions of service (contractor management), apply to the delivery and service relationships.

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