

1. General Provisions – Scope of Application

1. Our Terms and Conditions of Purchase apply exclusively. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase also apply if we accept or pay for the delivery without reservation while being aware of conflicting or deviating terms and conditions of the supplier.

In addition, the terms and conditions set forth in **Appendix 1** apply to the manufacture and delivery of machinery, equipment, and tools. **Appendix 2** applies to the provision of IT services.

MOLDTECS is entitled, particularly to the extent required by law, to verify the business partner's level of sustainability through a self-assessment (e.g., online, written questionnaire, etc.) or through an on-site audit conducted by MOLDTECS or a third party. The sustainability level is determined by comparing it with the expectations set forth in the MOLDTECS Code of Conduct for Suppliers and Business Partners

2. Conclusion of Contract (Orders and Acceptance) and Contract Amendments

2.1 Supply contracts (orders and acceptance) and delivery calls, as well as any amendments and supplements thereto, must be in writing. Delivery calls may also be made via electronic data transmission. If the supplier does not accept the order within 3 weeks of receipt, MOLDTECS is entitled to rescind the contract. Delivery calls become binding at the latest if the supplier does not object within 2 weeks of receipt. Specific delivery quantities shall be determined by individual agreement.

2.2 Cost estimates provided by the supplier are binding and shall not be reimbursed by MOLDTECS, unless expressly agreed otherwise. The purchaser may, within reasonable limits for the supplier, request changes to the design and execution of the delivery item. In such cases, the consequences—particularly with regard to additional or reduced costs as well as delivery dates—shall be settled by mutual agreement in an appropriate manner.

3. Prices and Terms of Payment

3.1 If the delivery prices have not yet been determined at the time of the order by MOLDTECS, the supplier must enter them in the copy of the order to be returned. An order is only considered concluded once MOLDTECS has accepted these delivery prices in writing. All incidental procurement costs (customs duties, packaging, transportation, insurance) must be itemized separately by the supplier in its quotation and, with the exception of statutory sales tax, shall be borne by the supplier unless otherwise expressly agreed. Price increases for the delivery item, including increases in incidental procurement costs, require the prior express consent of MOLDTECS.

3.2 Payment shall be made in accordance with an individual agreement. In the event of acceptance of early deliveries, the due date shall be based on the agreed delivery date.

3.3 In the event of a defective delivery, MOLDTECS is entitled to withhold payment on a pro rata basis until proper performance has been achieved.

3.4 The supplier is not entitled to assign its claims against MOLDTECS or to have them collected by third parties without the prior written consent of MOLDTECS, which may not be unreasonably withheld. In the event of extended retention of title, consent shall be deemed to have been granted.

4. Outgoing Goods Inspection, Notice of Defects

The supplier shall subject the delivery items to an outgoing goods inspection and prepare detailed documentation thereof (including test reports and certificates) and make this available to MOLDTECS upon request.

Payments by MOLDTECS do not constitute an acknowledgment of the absence of defects.

5. Confidentiality

5.1 The contracting parties agree to treat as confidential all commercial and technical details that come to their knowledge through their business relationship. This also includes information that, in individual cases, does not meet the requirements of a trade secret within the meaning of Section 2(1) of the Trade Secrets Protection Act (GeschGehG), as well as information disclosed to the supplier by a company affiliated with MOLDTECS within the meaning of Section 15 of the German Stock Corporation Act (AktG). The foregoing obligation of confidentiality does not apply to the extent and for as long as such information

- (a) is or has become generally accessible,
- (b) has been disclosed to the recipient by an authorized third party without any obligation to treat it as confidential,
- (c) was verifiably known to the respective contractual partner prior to the date of receipt or subsequently becomes publicly known without a breach of these provisions,

5.2 If the Supplier becomes aware that confidential information has come into the possession of an unauthorized third party or that a confidential document has been lost or destroyed, the Supplier shall notify MOLDTECS thereof immediately.

5.3 Unless otherwise provided for in a separate agreement, the Supplier agrees not to use the information received from MOLDTECS for any purpose other than those agreed upon between the contracting parties without express written consent. The duty of confidentiality extends to all relevant employees and agents, regardless of the nature and legal form of their employment. The Supplier agrees to inform the aforementioned persons of the duty of confidentiality and to bind them to confidentiality accordingly. The Supplier shall endeavor to keep the circle of affected persons as small as possible in the interest of protecting confidentiality.

5.4 Drawings, templates, samples, tools, and similar items may not be transferred to or made accessible to unauthorized third parties; they may be used only for the purposes of the respective contract between the Supplier and MOLDTECS and not for any other purposes of the Supplier. The reproduction of such items is permitted only within the scope of operational requirements and copyright provisions.

5.5 The contracting parties may only use their business relationship for advertising purposes with prior written consent.

6. Delivery dates and deadlines

Agreed dates and deadlines are binding. Compliance with the delivery date or delivery deadline is determined by the receipt of the goods at MOLDTECS. The supplier must make the goods available in a timely manner, taking into account the usual time required for loading and shipping

For call-off orders, MOLDTECS shall determine the quantity of individual delivery calls and the call-off dates for partial deliveries. Notifications regarding anticipated demand or the anticipated quantity to be called off do not constitute an obligation to accept the goods.

In the event of over- or under-deliveries of ordered quantities, as well as in the event of early delivery, MOLDTECS reserves the right to refuse acceptance of the delivery at the supplier's expense and to return it to the supplier, or to adjust the invoice accordingly.

The supplier must immediately notify MOLDTECS of any foreseeable delay in the delivery and/or performance date, stating the reasons and the expected duration, and must take all necessary and reasonable remedial measures. The unconditional acceptance of the delayed delivery does not constitute a waiver by MOLDTECS of its rights with respect to the late delivery.

The SUPPLIER shall be liable to the purchaser for damages resulting from a delay in delivery in accordance with the statutory provisions.

7. Subcontractors

The Supplier may not engage any subcontractors to fulfill its contractual obligations to MOLDTECS without MOLDTECS's prior written consent. The Supplier shall ensure that all relevant requirements of these Terms and Conditions of Purchase are incorporated into its contracts with subcontractors and that its subcontractors, in turn, impose corresponding obligations on their respective subcontractors.

8. Force Majeure

Force majeure, natural disasters, fire, epidemics or pandemics, war, terrorism, labor disputes, unrest, governmental or legal measures, and other unforeseeable, unavoidable, and serious events shall release the contracting parties from their respective performance obligations only within the scope of statutory provisions or, if such provisions do not exist, within the scope of principles established by case law.

9. Quality, Documentation

9.1 The supplier must establish and demonstrate a corresponding (process-oriented) quality management system (at least ISO 9001; however, IATF 16949 certification in accordance with or based on the provisions of IATF 16949 is required). MOLDTECS has the right, where there is a legitimate interest, to verify the effectiveness of the quality management system on-site through an audit following consultation with the supplier. The only areas exempt from this verification are those for which the supplier demonstrates a legitimate interest in confidentiality. The supplier undertakes, in particular, to comply with VDA Publication 4 "Quality Assurance Prior to Series Production" and VDA Publication 2 "Quality Assurance of Deliveries," in their current versions. Series delivery may only commence after MOLDTECS has accepted the samples in writing. Irrespective of this, the Supplier must inspect the quality of the delivered items itself and subject them to an outgoing inspection in accordance with Section 4. Should a customer of MOLDTECS request other or additional inspections, these shall be carried out by mutual agreement.

The SUPPLIER shall make every effort to pass on these obligations to its suppliers and to verify compliance within the supply chain.

9.2 The drawings, CAD data, descriptions, etc., accompanying the order are binding on the supplier. The supplier must review these for any discrepancies and immediately notify MOLDTECS in writing of any errors discovered or suspected. If the supplier fails to do so, it may not later invoke these discrepancies or errors. The Supplier remains solely responsible for drawings, plans, and calculations prepared by them, even if these are approved by MOLDTECS. In the case of the delivery of tools or equipment, the Supplier must provide documentation regarding their operation, maintenance, and repair no later than upon handover of the tools or equipment to MOLDTECS. Any required CE marking must be affixed by the Supplier.

9.3 For automotive parts identified in the technical documentation or by separate agreements (parts subject to documentation requirements), the Supplier must also record in special records when, how, and by whom the delivered items were inspected with regard to the characteristics subject to documentation requirements, and what results the required quality tests yielded. The test records must be retained for 15 (in words: fifteen) years and presented to MOLDTECS upon request. For guidance, reference is made to VDA Publication 1 "Parts Subject to Documentation Requirements at Automobile Manufacturers and Their Suppliers, Implementation and Documentation" in its currently valid version, compliance with which hereby becomes an integral part of this contract.

9.4 Insofar as authorities responsible for motor vehicle safety, emissions regulations, or similar matters request access to MOLDTECS's production processes and test documentation to verify certain requirements, the supplier agrees, upon MOLDTECS's request, to grant these authorities the same rights within its facilities and to provide all reasonable assistance in this regard.

9.5 The supplier is obligated to provide MOLDTECS with all necessary declarations regarding the customs origin of the goods in a timely manner. The supplier shall be liable for all damages incurred by MOLDTECS as a result of an improper or late supplier's declaration, unless the supplier is not at fault. Upon request by MOLDTECS, the supplier must verify its information regarding the origin of the goods by means of an information sheet confirmed by the customs office.

10 Liability for Defects

10.1 Deliveries must be free from material defects and defects of title. Unless otherwise provided in these Terms and Conditions of Purchase, the statutory provisions regarding material defects and defects of title shall apply.

MOLDTECS generally has the right to choose the method of subsequent performance. If the supplier fails to fulfill the obligation of subsequent performance within a reasonable period to be set by MOLDTECS, MOLDTECS may remedy the defect itself or have it remedied by a third party. Setting a deadline is unnecessary if the subsequent performance fails or if, due to particular urgency—especially in cases of imminent danger—MOLDTECS is unable to inform the supplier of the defect and the impending damage and set a deadline for the supplier to remedy the situation on its own. The necessary and reasonable costs incurred as a result shall be borne by the supplier. MOLDTECS shall inform the supplier in a timely manner of its decision to remedy the defect itself.

In addition, the supplier shall bear the expenses incurred in connection with the rectification of defects, in particular transportation, removal, and installation costs, administrative costs, (dealer) handling charges (at the MOLDTECS, OEM, and/or OEM dealer level), as well as other costs arising in connection with the rectification of defects. In particular, the supplier must also bear costs arising from MOLDTECS's mandatory participation in "defect rectification programs" such as "Contained Shipping Level" and "Executive Champion Programs" or similar programs of its customers, particularly automotive manufacturers.

10.2 The statute of limitations for claims for defects is 36 (in words: thirty-six) months, unless otherwise expressly agreed or mandatory statutory law applies. It begins with the handover of the product in which the Supplier's delivery item is installed to the end user or, in the case of delivery of production material, with the initial registration of the vehicle, and ends no later than 42 (in words: forty-two) months after delivery to MOLDTECS or the third party designated by MOLDTECS. If a formal acceptance of the delivery item has been agreed upon or is required by law, the warranty and guarantee period begins upon successful acceptance.

10.3 Other statutory or contractual claims by MOLDTECS arising from breach of contract or the breach of other obligations remain unaffected.

11 Product Liability / Indemnification and Liability Insurance Coverage

11.1 To the extent that MOLDTECS is held liable under product liability, the Supplier is obligated to indemnify MOLDTECS against such third-party claims if and to the extent that the damage was caused by a defect in the delivered goods supplied by the Supplier. This does not apply in the case of strict liability if the Supplier proves that it is not at fault.

11.2 Within the above framework, the Supplier is also obligated to reimburse MOLDTECS for all costs and expenses, including the costs of any legal proceedings or recall campaign. MOLDTECS shall inform the Supplier of the content and scope of the recall measures to be implemented, to the extent possible and reasonable, and shall give the Supplier an opportunity to comment, taking the Supplier's interests into account appropriately. The Supplier undertakes to maintain, with verifiable proof, product liability and recall cost insurance with adequate coverage per instance of personal injury or property damage for the goods to be delivered. In all other respects, the statutory provisions apply.

12. Intellectual Property Rights

12.1 The supplier shall be liable for claims arising from the infringement of intellectual property rights and applications for intellectual property rights (intellectual property rights) in connection with the contractual use of the delivered goods, unless the supplier proves that it is not responsible for the infringement.

12.2 The supplier shall indemnify MOLDTECS and the customer against all claims arising from the use of such intellectual property rights.

12.3 The contracting parties agree to promptly notify each other of any known risks of infringement or alleged instances of infringement and to give each other the opportunity to jointly address any resulting claims. This shall not apply if the Supplier has manufactured the goods based on drawings, models, or other equivalent descriptions or specifications provided by MOLDTECS, and, with respect to the goods developed by the Supplier, is not aware or has no reason to know that the manufacture infringes any intellectual property rights.

12.4 To the extent that the Supplier is not liable pursuant to Section 12.1, the Purchaser shall indemnify the Supplier against all claims by third parties.

13. Use of production resources provided by the buyer

Samples, molds, templates, samples, tools, and other production equipment, as well as confidential information that MOLDTECS provides to the SUPPLIER or for which MOLDTECS has borne a significant portion of the costs, may only be used to fulfill the respective contract with the buyer and may not be used for the supplier's own purposes or for deliveries to third parties without the prior written consent of MOLDTECS.

14 Performance of Work

Persons employed by the Supplier (including any subcontractors) who perform work on the premises of MOLDTECS or a third party designated by MOLDTECS in fulfillment of the Contract must comply with the provisions of the respective rules and regulations of MOLDTECS or the designated third party. MOLDTECS will provide a copy of the rules and regulations.

15 Tools

15.1 The tools and other items provided to the Supplier by MOLDTECS or a third party designated by MOLDTECS shall remain the property of MOLDTECS or the third party designated by MOLDTECS. In the case of tools manufactured by the Supplier or by a third party commissioned by the Supplier, MOLDTECS shall become the owner of the tools no later than upon payment of 80% of the tool costs. Furthermore, MOLDTECS shall become a co-owner of the tools in proportion to the payments made relative to the agreed tool prices. If the tools remain with the Supplier following the aforementioned payments, the transfer of the tools shall be replaced by the Supplier holding these tools in safekeeping for MOLDTECS ("possessory title"). To the extent that a handover has already taken place, the supplier shall store the tools on behalf of MOLDTECS. The supplier is obligated to use all tools exclusively for the manufacture of the delivery items ordered by MOLDTECS. The supplier must mark the tools as the property of MOLDTECS or the person designated by MOLDTECS.

15.2 The Supplier is obligated to insure the tools owned by MOLDTECS or the designated third parties against property damage at replacement value and at its own expense, and hereby assigns to MOLDTECS all claims for compensation arising from this insurance. MOLDTECS hereby accepts this assignment.

15.3 The Supplier is obligated to perform all necessary maintenance and inspection work relating to the tools, as well as all maintenance and repair work, including any necessary replacement purchases, in a timely manner at its own expense. The risk of accidental loss of the tools while in the Supplier's possession shall be borne by the Supplier. Any incidents affecting the tools must be reported to MOLDTECS immediately. In the event of suspension of delivery or other performance disruptions, the filing of a petition for insolvency regarding the supplier's assets, the supplier's insolvency, or the termination of the supply order by MOLDTECS, MOLDTECS shall have the right to reclaim the tools (including those of the designated persons), if necessary upon payment of the remaining outstanding tool costs, without the supplier having any right of disposal or retention of any kind.

If the Supplier has commissioned third parties to manufacture the tools, or if the tools are left with third parties for the purpose of manufacturing the delivery item or parts thereof, the Supplier undertakes to enter into agreements with the third parties in accordance with this clause, granting MOLDTECS the rights specified in this clause vis-à-vis the third parties in the event of full payment of the tool costs; Unless MOLDTECS has already acquired ownership of the tools, the Supplier shall assign to MOLDTECS its claims against the third parties for the return of the tools, as well as any other claims relating to the tools, to the extent that MOLDTECS has paid the tool costs owed to the Supplier.

15.4 To the extent that the Supplier's payments to third parties relating to the tools remain outstanding, MOLDTECS shall have the right, in the event of termination of the order, in cases of breach of contract, upon a petition for the commencement of insolvency proceedings against the Supplier, or in the event of the Supplier's insolvency, to make payment to the third party instead of paying the outstanding tool costs to the Supplier, to make payment to the third party, with simultaneous assignment of all claims of the supplier against the third party relating to the tools. The supplier hereby agrees to such an assignment in this case.

15.5 The supplier is not entitled to relocate the tools without the prior written consent of MOLDTECS.

16. Retention of Title

A retention of title by the Supplier shall be recognized only to the extent that it is agreed upon in an individual contract (in particular, simple retention of title). Extended or prolonged retention of title, in particular group, current account, or processing retention of title, is expressly excluded. Ownership of the delivered goods (with the exception of individual contractual agreements) passes to us without restriction upon delivery.

17 Compliance

17.1 The Supplier must comply with all applicable laws, regulations, and decisions, as well as orders and requirements issued by authorities (including the requirements set forth in these Terms and Conditions of Purchase), and must perform its services in accordance with the state of the art, applicable safety regulations (e.g., VDA standards), and the agreed-upon technical data and other specifications. The Supplier must obtain all necessary permits, approvals, and licenses in a timely manner in connection with the respective delivery. If electronic components are part of the delivery, they must have automotive certification in accordance with "AEC-Q."

17.2 For materials (substances, preparations) and items (e.g., goods, parts, technical equipment, uncleaned empties) that, due to their nature, properties, or condition, may pose a risk to human life and health, the environment, or property, and which therefore require special handling regarding packaging, transport, storage, handling, and waste disposal, the supplier shall provide MOLDTECS, along with the offer, with a fully completed safety data sheet and an applicable accident information sheet (transport) in accordance with the legal regulations for hazardous substances and dangerous goods. In the event of changes to the materials or the legal situation, the supplier shall provide MOLDTECS with updated data sheets and information sheets.

17.3 If the supplier offers a product that MOLDTECS has previously purchased from the supplier, the supplier must, notwithstanding any further obligations to provide notice, proactively notify MOLDTECS of any changes if the specifications have changed compared to a product previously delivered under the same designation. Section 2.1 remains unaffected by this provision.

17.4 The Supplier is obligated to provide MOLDTECS with all information required for registration pursuant to Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals of the European Community ("REACH"), as well as all registration confirmations, if already available, and to comply with other requirements under REACH. The same applies with regard to required information and other requirements under Regulation (EC) No. 1272/2008 on the classification, labeling, and packaging of substances and mixtures ("CLP") and other product-related regulations (e.g., laws implementing Directive 2002/95/EC ("RoHS")) . The supplier confirms that it will comply with its obligations under REACH, CLP, and other product-related regulations.

18. Information and Cyber Security

18.1 The SUPPLIER expressly warrants that it will implement and maintain appropriate technical and organizational measures and other safeguards to ensure the proper security of all information or data belonging to MOLDTECS (including, but not limited to, not to load any confidential information provided by MOLDTECS to the SUPPLIER onto (a) any laptops or (b) portable storage media that can be removed from the SUPPLIER's premises, unless such data has been encrypted in each case and such data is loaded onto the portable storage media solely for the purpose of transferring it to an external storage location.

18.2 The Supplier shall use commercially reasonable efforts to prevent password theft or - loss or unauthorized access to or use of MOLDTECS data or information, and the Supplier shall immediately notify MOLDTECS of any such password theft or loss or unauthorized access to or use of MOLDTECS data or information. The Supplier shall implement security measures and physical security procedures regarding access to and confidentiality of MOLDTECS's information and data that (i) meet at least the industry standards for such locations and (ii) ensure adequate technical and organizational protection against accidental or unlawful loss, alteration, or unauthorized disclosure of or access to MOLDTECS's information or data.

18.3 The Supplier's information systems must not contain any malware, backdoor programs, or other technological processes, devices, or codes that could compromise the security or confidentiality of MOLDTECS's systems, information, or data. The Supplier shall take all reasonable measures to protect its premises and equipment against "hackers" and other persons who attempt, without authorization, to alter or access the Supplier's or MOLDTECS's systems or the information contained therein. The Supplier shall regularly test its systems for potential areas where security breaches could occur.

18.4 The Supplier agrees to notify MOLDTECS immediately by telephone of any cybersecurity incident affecting access to MOLDTECS's data or information, and in any event within twenty-four (24) hours of the Supplier's discovery of the cybersecurity incident.

18.5 The Supplier shall (i) provide MOLDTECS with a written summary of the known information regarding such a cybersecurity incident, (ii) use reasonable efforts to mitigate the impact of such a cybersecurity incident, (iii) upon MOLDTECS's request, provide appropriate information regarding the cybersecurity incident and the response thereto, and (iv) within two (2) weeks of the completion of the investigation into the cybersecurity incident, provide the following in a written report to MOLDTECS: a description of the incident, the specific cases affected, and the measures the Supplier has taken to prevent future incidents of a similar nature; the timeline of the incident; the suspected perpetrators; what information or data from MOLDTECS may have been affected; and any potential financial consequences for MOLDTECS. Any remedial measures identified as a result of the cybersecurity incident shall be implemented no later than two (2) months after the investigation of the incident is concluded.

18.6 The Supplier is obligated to indemnify and hold MOLDTECS harmless from any liability, including but not limited to losses and damages, arising from information security or cybersecurity incidents involving the Supplier's information system. In the event that MOLDTECS has suffered damage due to a cybersecurity incident in the Supplier's system, the Supplier shall only be entitled to receive payment for deliveries after and to the extent that MOLDTECS has conducted reasonable investigations, and subject to all of the Supplier's indemnification obligations and all of MOLDTECS's rights of set-off in connection with the cybersecurity incident.

18.7 Delayed payments for goods delivered by the Supplier that are caused by a cybersecurity incident affecting the Supplier's system do not constitute a default in payment.

18.8 MOLDTECS has the right, either directly or through a third party engaged by MOLDTECS at its own expense, to inspect the Supplier's premises once per calendar year to examine and verify the Supplier's business operations related to the Supplier's goods or services with respect to technical infrastructure, information or data system interaction, organization, quality, quality control, and the personnel involved with the goods supplied to MOLDTECS.

18.9 MOLDTECS has the right, depending on the nature and protection requirements of the data related to the manufacture and delivery of the goods, to require appropriate security measures as well as proof, provided by a MOLDTECS customer, of an adequate level of information security in the supplier's operations, in particular through the submission of appropriate certificates (e.g., ISO/IEC 27001 "Information technology - IT security techniques - Information security management systems - Requirements") or certification according to the VDA TISAX (Trusted Information Security Assessment Exchange) model. MOLDTECS and the supplier may agree on a reasonable deadline for the initial certification of a site according to TISAX.

19. General Provisions

German law applies, with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods that have been incorporated. The place of jurisdiction is Sonneberg.