A. General Provisions

1. General

a. These are the Non-Production Material General Terms and Conditions of Purchase ("**NPM GTCP**") of any entity in which ZF Friedrichshafen AG directly or indirectly holds an interest of at least 50% as well as ZF Friedrichshafen AG itself (together "**ZF Entities**", each individually "**ZF Entity**").

b. The NPM GTCP shall govern the legal relationship between the ordering ZF Entity ("**ZF**") with any kind of contract partner (hereinafter referred to as "**Supplier**", together with ZF the "**Parties**", Supplier or ZF each individually a "**Party**") if referenced to in any document by ZF, e.g., in a ZF Purchase Order or Scheduling Agreement (each a "**PO**").

c. Neither ZF's Terms and Conditions intended for the purchase of production material, in particular "ZF Terms and Conditions of Purchase" or "Conditions for transactions of ZF Plants in Germany", nor any of Supplier's general terms and conditions shall apply, and ZF hereby objects to and rejects any proposals by Supplier for additional or different terms, e.g. in any Supplier acknowledgement, or otherwise.

d. Other documents may be applicable in addition to these NPM GTCP, if referenced by ZF, e.g., in a PO.

2. Supply Contracts, Framework-Supply Contracts, Contract Conclusion and Termination

a. Contracts regarding the provision of any goods, products, works, services, technology and/or any other deliverables, including software ("**Goods**") will be typically based on a PO issued by ZF ("**Supply Contract**").

b. The Parties may agree in a Supply Contract upon the right of ZF to issue call-offs, delivery and/or performance-requests ("**Call-Off**"): Call-Offs are binding for Supplier and must be fulfilled as requested. Only if Call-Offs are in excess of the commitments of Supplier, e.g., if they exceed Supplier's capacity commitments or fall short behind the agreed lead times, Supplier may reject such Call-Offs within 3 working days. If not timely rejected these Call-Offs will also become binding for Supplier. Any volumes stipulated by ZF shall only be indicative and non-binding for ZF; Supplier shall not be entitled to any rights should ZF not release orders or Call-Offs regarding the Goods in the indicated volume.

c. Such Supply Contracts may be called "**Framework-Supply Contract**". Unless otherwise agreed, the Framework-Supply Contract is concluded for an indefinite period of time and can be terminated as follows: The Supplier may only terminate it with a reasonable notice period of at least 12 months to the end of the calendar year. ZF may terminate the Framework-Supply Contract with a reasonable notice period, max. 3 months. If the Framework-Supply Contract specifies a fixed term, the Supplier's ordinary right of termination is excluded for this term. Statutory or contractual rights of termination for cause remain unaffected. In the event of termination, Supplier will, at ZF's reasonable request, provide migration support to ZF to ensure uninterrupted continued use of the Goods by ZF. If not included in the contractually agreed scope, this support (including necessary software, licenses as well as hardware or other deliveries) will be provided at standard market rates, not exceeding any agreed-upon rates.

d. The conclusion of Supply Contracts (including Framework-Supply Contracts) requires (i) written form with wet signatures, or (ii) an electronic procurement system applied by ZF (e.g., via **ELSA**), or (iii) an advanced or qualified electronic signature within the meaning of EU Regulation No. 910/2014 of 01.07.2016 ("**eIDAS Regulation**") in its most current version, including any succeeding EU Regulations, or comparable regulations in the applicable jurisdiction, or (iv) other electronic communication used by ZF with the aim of concluding contracts (e.g., **ZF DocuSign**).

The following exceptions to the aforementioned form requirements shall apply:

(1) Supplier's engagement in any conduct that recognizes the existence of a Supply Contract with respect to the subject matter of the PO, in particular but not limited to beginning with performance and/or the provision of any Goods subject to a PO, shall be regarded as declaration of full, irrevocable, and irreversible acceptance of the respective PO and the NPM GTCP and thus also leads to the conclusion of a Supply Contract on the basis of the respective PO.

(2) Furthermore, if Supplier does not reject a PO in written form within 5 working days after its receipt, such PO shall be deemed to have been accepted by Supplier.

The above form requirements shall also apply to all subsequent amendments and additions to Supply Contracts and to any potential amendment of these form requirements themselves.

3. Business with ZF Entities and Divestitures

a. Under Framework-Supply Contracts any ZF Entity may order Goods. Such orders will establish separate Supply Contracts between Supplier and the respective ZF Entity at the terms and conditions of the Framework-Supply Contract.

b. Subject to Supplier approval, which may not be unreasonably withheld,

   (1) the above option shall also apply for entities in which ZF Friedrichshafen AG holds a participation of less than 50% as well as for such entities, which become ZF Entities only after the conclusion of a Framework-Supply Contract with Supplier, and

   (2) ZF may substitute itself (in full or in part) by any other ZF Entity, which enters into the Supply Contract(s), including any licenses granted to ZF.

c. Bonus Allocation Rule: When calculating or applying any volume discounts or any other commercial components depending on revenue or turnover in favor of ZF, the revenue and turnover of Supplier with all ZF Entities shall be considered as joint revenue of one buying entity with Supplier. As long as not stipulated differently by ZF, the respective turnover-share of the ordering ZF Entities shall determine the allocation of any price reductions or bonuses.

d. Divestiture Rule: In case of a change of control with the effect that ZF Friedrichshafen AG's direct or indirect ownership in a ZF Entity falls under 50%, such entity shall be deemed a ZF Entity for the period of the respective Supply Contract(s), though limited to a transition period of 24 months after effectiveness of the change of control. Above Section 2 c., Sentences 6 and 7 shall apply accordingly in case of a separation of business as well as after an expiry of the transition period.

e. The Divestiture Rule also applies in case that a business is divested by a ZF Entity by means of an asset deal, though in such case it requires the consent of Supplier, which shall not be unreasonably withheld.

4. Goods and their Provision, Supplier Warranties and Guarantees

a. Supplier warrants that the Goods will during the warranty term be fit and sufficient for the purpose intended and free from all and any defects, including defects in material, workmanship and design and will conform to all applicable laws, orders, regulations, principles and recognized standards, including, but not limited those regarding product compliance, product safety, environmental protection, employment, health and safety, export control and trade sanction, in particular in countries where the Goods are manufactured and sold or where they are to be used. The provision of any technical description, data or any other specifications to ZF, even if approved by ZF, shall not release the Supplier from its above responsibility. The above warranties are in addition to and not in limitation of all other warranties of Supplier, expressed, implied, and provided by applicable law or in equity.

b. Above Section 4.a. also applies to Goods or parts thereof received from sub-suppliers or performed by sub-contractors.

c. Furthermore, Supplier warrants that the Goods are free from defects, conforming to all explicit or implied specifications and requirements, and that all statements made by Supplier, its sub-contractors or agents regarding the quality, grade, performance, or usability of the Goods, are correct.

d. Supplier guarantees that the Goods, including their manufacturing process, will be free of all liens, claims and encumbrances whatsoever, and will not impair, infringe, violate or misuse any patent right, utility model, design right, copyright, trademark, trade secret, know-how, or any other intellectual property rights in particular in countries where the Goods are sold or where they are to be used. Otherwise, this shall be considered as a defect.

e. ZF may reject any defective or non-conforming Goods and may claim any rights and remedies available as a result of defectiveness or non-conformance. In particular, Supplier is obliged to promptly repair or replace (at the discretion of ZF) such Goods and to bear all costs and expenses in connection with it, including without limitation the costs for inspection, testing, transport, travel, labor, materials as well as the costs for disassembly and reassembly. In urgent cases, which do not allow further postponement, ZF may, at Supplier's expense, by itself or by a third party, repair or replace such Goods; ZF shall inform Supplier as soon as possible, and, if feasible, beforehand. If repair or replacement fails or is unreasonable, ZF may demand either an adequate price reduction or return all defective or non-conforming Goods against reimbursement of the price paid.

f. Unless the Parties agree otherwise in writing, the warranty term and its commencement shall be determined by the applicable statutory provisions. The warranty period shall not be less than 36 months. If statutory provisions do not specify a commencement date, the warranty term shall begin on the date of delivery.

g. A notice of defects by a ZF Entity shall have the effect of suspending the warranty term for claims in respect of the respective defects until they have been fully remedied. Such suspension shall end three months after Supplier declared in written form, that the defects have been remedied or that no defect existed.

h. The foregoing warranties shall not apply to the extent damage or defects are caused by delivery, storage, installation, operation or maintenance by ZF, or by ordinary wear and tear.

i. In addition to the foregoing warranties, if Supplier performs any work or services for ZF, Supplier covenants and agrees that it will (a) perform such work or services as an independent contractor and not as an employee or agent of ZF, (b) perform such work or services in a manner consistent with the highest industry standards and in accordance with all relevant professional standards covering such services, (c) have sole liability for all salaries, payroll taxes, injuries (including dismemberment and death), workers' compensation premiums, social security taxes, unemployment taxes, other applicable taxes, contributions, insurance and insurance premiums, and indemnify ZF against any loss that may result from Supplier's failure to comply with such laws, commitments and obligations. Furthermore, Supplier shall fully comply with all applicable federal, state, or local Laws, rules, regulations, or ordinances, including having all licenses, permits and authorizations required to provide the work and services, pursuant to the regulation applicable in the place in which the work and services will be provided. Supplier shall provide to ZF a copy of the applicable licenses, permits and authorizations upon ZF's request.

5. Liability and Indemnity, Supplier Insurance

a. Supplier shall be liable for and defend, indemnify and hold harmless, ZF, and ZF Entities, its employees, directors, officers, agents, advisors and shareholders, against and from any and all liabilities, claims, demands, judgments, decrees, losses, damages, costs, or expenses it or they may suffer or incur (including, without limitation, incidental and consequential damages, liquidated damages and contractual penalties, court costs, attorneys' and other professional fees, government imposed actions or liabilities) resulting from or in connection with, incident to, or arising out of Goods in any manner whatsoever, including but not limited to any acts or omissions of Supplier or Supplier's servants, agents, employees or sub-contractors.

b. The foregoing shall also apply for any misuse or misappropriation of any trade secret or infringement or claim of infringement of any patent, copyright, trademark, industrial design right or other proprietary right relating to any articles, machines, products, components, materials or services provided or used by Supplier in the design, manufacture or sale of Goods provided to ZF, including any and all claims in which Supplier has provided only a part of the Goods.

c. It is mutually agreed that Supplier will not settle any dispute against ZF Entities, especially Supplier will not settle any such claim, which does not provide for a full release of ZF Entities, without ZF´s express prior written consent and/or imposes ZF Entities an obligation of providing an acknowledgement of a dept and/or confession statement or comparable. The aforementioned consent will not be unreasonably withheld by ZF.

d. Supplier further agrees to maintain comprehensive general liability insurance covering bodily or personal injury, and property damage, as well as adequate public liability and workers compensation insurance during the period of supply of the Goods, including all applicable warranty periods thereafter. Supplier shall ensure that its insurance coverage extends to claims, losses and damages of ZF and ZF Entities arising out of or in connection with Supplier's performance under the Supply Contract.

e. Upon request, Supplier will provide ZF with certificate of insurance naming ZF as an additional insured. The insurance shall be sufficient to protect ZF and ZF Entities from any claims, losses, or damages resulting from Supplier's actions or omissions, including those of its employees, agents, sub-contractors, and contract personnel.

6. ZF Obligation to Inspection and ZF Acceptance

a. Upon receipt of the Goods, ZF shall inspect them only with regard to apparent defects recognizable by a brief visual check (excluding functional testing) as a result of transport and apparent deviations in identity or quantity, and shall notify Supplier of such defects in due course of business. Where such a defect becomes apparent later, ZF shall notify Supplier of any defects within due course of business after their discovery. Supplier hereby waives any right to object to delayed notification of such defects, provided the notification is issued within a commercially reasonable timeframe after discovery.
b. Inspection of the Goods, their use and/or any payments for Goods or any lack of objection shall not constitute an acceptance.
c. Any ZF acceptance must be explicit and requires written form.
d. Any ZF acceptance of Goods does not constitute a waiver of any claims or rights to which ZF is entitled and does not relieve Supplier of its obligations or warranties or liabilities under the contract or applicable law.

7. Export and Customs

a. The Parties agree to adhere to all applicable export control and trade sanction laws and regulations.
b. Supplier shall obtain all applicable export licenses as required. ZF will furnish Supplier with any end-user certificate or similar statement required by applicable law.
c. Supplier must notify ZF of the export classification of any Goods, including the used technologies, prior to delivery and/or performance. Supplier will inform ZF of any classification changes thereto.
d. In the event Supplier is unable to obtain the export licenses mentioned above or in the event Supplier is able to obtain such licenses only after the agreed upon delivery or due date, this shall be considered as a defect, and Supplier shall immediately inform ZF.
e. Supplier is obliged to submit a (long-term) declaration of preferential origin to ZF in case of Goods entitled to preference.

8. Due Dates, Deliveries and Delay

a. Time is of essence. Deliveries are to be made both in quantities and at times specified in the PO, and Supplier must notify ZF immediately of any potential delay.
b. The Supplier shall be responsible for the packaging of the Goods for their transportation until its final arrival at the ZF site specified in the PO, unless explicitly stipulated otherwise in the PO. The Supplier shall ensure that the packaging is appropriate, protects the Goods from any damages and complies with all applicable transport regulations and standards.
c. Partial deliveries or performances are only admissible if expressly agreed to by ZF in advance.
d. In case of any delay, ZF may, without limiting its other rights or remedies, direct expedited routing, and any excess costs incurred thereby shall be debited to Supplier's account. Furthermore, Supplier shall, for each calendar day overdue, pay to ZF liquidated damages equaling to 0.3% of the total value of the delayed Goods, up to a maximum of 5% of total value of delayed Goods. ZF remains entitled to claim damages exceeding the amount of liquidated damages from Supplier and Supplier may demonstrate that actual costs or damages for ZF have been lower or have not occurred. The Parties agree that quantifying losses

arising from Supplier's delay is inherently difficult to determine, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the Parties' experience and given the nature of the losses that may result from delay.

9. Prices and Payment

a. Unless otherwise expressly agreed in written form
   (1) Supplier's quotations and similar activities are free of charge for ZF, any costs or expenses incurred by Supplier shall be at Supplier's sole risk, and Supplier will not seek any reimbursement or compensation from ZF, and
   (2) Supplier's quoted prices or cost estimates for the Goods represent the maximum costs or prices, and prices are considered total and fixed and shall include all duties, as well as any taxes (including federal, state and local taxes) levied upon, or measured by, the sale, the sales price, or use of the Goods, other governmental charges applicable to the Goods, and costs and expenses of Supplier, e.g., for handling, storage, labelling, packaging and transport, as well as incidental costs such as travel expenses and daily allowances) and neither any other (sur)charges, markups, nor premiums of any type shall be added. Prices are fixed and not subject to increase, i.e. Supplier assumes the risk of any increasing costs, independent of their cause. This includes, without limitation, foreign exchange rates, labor and any other costs, e.g., due to inflation or due to restricted availability of raw materials or other subcomponents.

b. The payment term as agreed in the Supply Contract shall start running only after
   (1) Goods have been fully furnished, and
   (2) Goods have been accepted by ZF, as far as agreed upon or necessary, and
   (3) submission of an invoice by Supplier meeting all applicable requirements.

c. ZF Entities may, in whole or in part, set off against or recoup any receivables of any ZF Entities against Supplier or any entities affiliated with Supplier, from any payment obligation of ZF Entities to Supplier or to any entities affiliated with Supplier.

10. Force Majeure

a. The Supplier is obliged to deliver the Goods ordered by ZF and shall in general not be excused from its obligations, except as stipulated otherwise below.

b. Neither Party will be liable for a failure to perform that arises from unforeseeable, extraordinary causes or events, such as natural disasters, acts of God, floods, riots, or wars, provided however, that these are beyond such Party's reasonable control and without its fault or negligence ("**Force Majeure**"). In particular, but not limited to, the following situations affecting Supplier, its agents, sub-contractors and/or sub-suppliers shall not constitute an event of Force Majeure: (i) labor issues including lockouts, strikes and slowdowns, (ii) situations which could have been prevented or mitigated with adequate efforts or contingency planning, (iii) any situations caused by fault or negligence of the Supplier, its agents, sub-contractors and/or sub-suppliers, (iv) where the Goods or substitutes, subcomponents, material, energy, labor, equipment or transportation can be obtained fully or partly elsewhere, and/or (v) increases in duties, taxes, fees, tariffs and/or any other costs, including those arising from changes in law or regulation.

c. The Party claiming Force Majeure must give notice in writing and will provide all necessary evidence without undue delay, including the expected length of the event of Force Majeure and its impact on the Supply Contracts.

d. During an event of Force Majeure claimed by the Supplier, including an appropriate period thereafter, ZF shall be entitled to reduce the Goods' order volume and/or to procure substitute Goods elsewhere, without liability to Supplier.

e. If requested by ZF, the Supplier shall, within five (5) days of such request, provide adequate assurances that any delay caused by Force Majeure shall not exceed such period of time as ZF deems appropriate, and which shall not be longer than thirty (30) days. If the event of Force Majeure lasts or is going to last longer than thirty (30) days, ZF may partly or fully terminate the Supply Contract. In both cases the asserting of such rights by ZF shall not trigger any liabilities or obligations toward the Supplier.

11. Subcontractors

a. Supplier may not subcontract or otherwise assign or delegate its main contractual obligations in full or part under the Supply Contract to third parties, including affiliates, agents as well as independently employed individuals (freelancers). In the event of any subcontracting or any other assignment approved by ZF, Supplier retains all responsibility for all obligations under the Supply Contract, in particular for the Goods and their provision, including all related warranties and claims.

b. Supplier shall perform its contractual obligations, including any production, manufacturing, development or service activities, at Supplier's registered office. This shall not affect the place of performance pursuant to below Section 20 d.

c. Deviations from the above Sections 11.a. and 11.b. are permitted only if either agreed in the Supply Contract or, after conclusion of the Supply Contract, with ZF's prior written approval. Further potential restrictions regarding the use of sub-contractors agreed between the Parties shall remain unaffected.

12. Tax regulations

a. It is the responsibility of each Party to determine and fulfill its own tax obligations.

b. Supplier shall list separately on its invoice any taxes levied upon, or measured by, the sale, the sales price, or use of the Goods, lawfully applicable to the Goods as far as Supplier is not furnished with evidence of a tax exemption and has provided sufficient evidence to ZF.

13. Compliance

a. Supplier must ensure adherence to ZF Business Partner Code of Conduct ("**BPCoC**"), see www.ZF.com/SupplierBoard ▸ Compliance ▸ Business Partner Code of Conduct.

b. Supplier shall be solely responsible for obtaining and maintaining in force all the environmental licenses, permits and authorizations necessary for the provision of the Goods. Supplier shall comply with all obligations and conditions to which those licenses, permits and/or authorizations are subject, and shall comply with the obligations arising from the applicable environmental regulation of the place in which the Goods will be procured, manufactured, modified, provided or used by ZF, including but not limited to, laws, regulations, official norms or standards, codes, statutes, decrees, official circulars and other guidelines, rules, requirements, or applicable requirements issued by any governmental authority, at the federal, state or municipal level.

c. If the Supplier provides Goods, particularly services, on the premises of ZF Entities or their customers, Supplier represents that it has or will examine the premises and any specifications or other documents furnished in connection with a Supply Contract, and satisfy itself as to the safe and acceptable condition of the premises and site. The Supplier shall coordinate the commencement date and the scope of any work or services to be performed with its designated ZF key contact person. The Supplier shall acknowledge, accept, and fully abide by all rules, policies, procedures and requirements of ZF with regard to the premises and any environmental and safety requirements of ZF. Supplier shall at all times keep the premises free from accumulations of waste material, hazards or rubbish. Upon completion of the work by Supplier, Supplier will leave the premises and the items broom clean. Risk of loss or damage to Supplier's materials or equipment, or risk of personal injury, dismemberment or death to Supplier's employees, agents or sub-contractors while on ZF's premises or any other premises specified by ZF, shall remain with Supplier.

d. In any case of breaches of its obligations under the above Sections a., b. and c. ("**Compliance Obligations**"), Supplier will immediately remedy such breaches.

e. Supplier shall be liable, defend, indemnify and hold harmless, ZF, its subsidiaries, affiliates, and the shareholders, members, directors, officers, employees, agents and advisors thereof, from and against any claim, lawsuit, proceeding, fine, sanction, damages, losses, injury, dismemberment or death and any other of similar nature, resulting from a failure to comply with the Compliance Obligations by Supplier or within Supplier's supply chain.

f. In cases of any material breach of Compliance Obligations, ZF reserves the right to rescind and accordingly terminate the Supply Contract(s) with Supplier without prior notice; any other potential rights and claims of ZF remain unaffected and are explicitly reserved.

g. Without prejudice to ZF's rights or remedies available under this NPM GTCP or otherwise at applicable laws, in the event of a suspected violation of Compliance Obligations, ZF shall be entitled to withhold any adequate amount of outstanding payments until the matter has been fully investigated and resolved. If the investigation confirms such non-compliance, the Supplier shall promptly pay liquidated damages to ZF. The amount of such liquidated damages will be determined by ZF at their reasonable discretion in good faith and shall be a genuine pre-estimate of loss but will at least be 5% of the net order value (for all business between all ZF Entities and Supplier in the 12 months preceding the first occurrence of non-compliance) per Supplier's breach of compliance obligations. The liquidated damages are not limited to a specific maximum amount and will be determined a new for each breach. In case it turns out later that the costs, expenses, losses and/or damages suffered by ZF (including without limitation, attorney fees and investigation costs incurred by ZF) exceed the determined liquidated damages, Supplier shall also compensate ZF for the exceeding amount. ZF may deduct the liquidated damages as well as any exceeding amount (if any) from the withhold payments and/or from any payables to Supplier. The Supplier shall be entitled to demonstrate that ZF's actual loss is lower than the claimed, and the burden of proof shall lie with the Supplier.

14. IP Rights; Product Generated Data

a. The Supplier shall exercise all due care, which shall in no case fall below the level of diligence customary in the relevant industry, to ensure that all Goods delivered to ZF, or components thereof developed for ZF, including also any third-party-software and open-source-software, do not infringe any intellectual property rights including but not limited to patents, utility models, trademarks, copyrights, design rights, trade secrets, and know-how (collectively "**IP**") held or claimed by entities other than ZF or the Supplier, which may be enforceable under applicable laws and jurisdictions ("**Third-Party IP-Rights**"). This includes, at a minimum, conducting appropriate IP research.

b. Notwithstanding the foregoing and without limiting any obligations and regulations under these NPM GTCPs and/or the Supply Contract, if Supplier is or becomes aware of Third-Party IP-Rights contained in and/or affecting the Goods including their use, Supplier will inform ZF without undue delay in order to discuss the further proceeding. In case Supplier wants to include any "**Standard-IP**" (such IP developed by Supplier independently from the Goods, including all pre-existing IP rights, materials, software, etc. owned by the Supplier) and/or Third-Party IP-Rights into the Goods, Supplier shall provide ZF with corresponding information prior to such inclusion by especially stating the needs, consequences and/or alternatives and shall obtain ZF´s approval, which can be rejected at ZF´s own and sole discretion. Section 6 d. of these NPM GTCP shall apply accordingly. In case of a rejection of such approval, Supplier shall provide an alternative solution.

c. Any and all IP-rights are granted by Supplier to ZF without any additional payments.

d. Source Code regarding the Goods shall be provided by the Supplier in the following alternative cases:

(1) where this is expressly agreed in these NPM GTCP or in a Supply Contract.

(2) where the Goods comprise commissioned and/or embedded software and

(i) the Supply Contract provides for ZF's rights to modify, maintain, adapt or further develop such Goods,

(ii) such rights typically result from the targeted/envisioned purpose and economic intent of the Supply Contract/use of the Goods, or

(iii) the software contains, in whole or in part, Open Source Software and the provision of the Source Code is required for the proper use, modification or distribution of the Goods in accordance with the applicable Open Source license terms;

whereas in these cases, the Source Code shall be provided no later than upon provision of the Goods for acceptance of the Goods.

(3) where the provision of Source Code is required in order to

(i) comply with mandatory statutory, regulatory or governmental requirements, including in connection with type approval, safety, cybersecurity, audit or recall obligations; or

(ii) ensure the continued lawful use of the Goods or other products (including the repair and/or other troubleshooting thereto) derived therefrom where the Supplier is permanently unable to provide the services required for this purpose, including due to insolvency, discontinuation of business operations or permanent discontinuation of the relevant software or support.

(4) For the purposes set out in paragraph 14. lit. d. no. (3), the Supplier shall, at its own cost, establish a Source Code escrow arrangement with a neutral escrow agent and shall keep such escrow appropriately up to date for the duration of the targeted/envisioned contractual use of the Goods including a reasonable period hereafter, not shorter than 15 years, following the last delivery of the Goods.

(5) Supplier shall promptly inform ZF of the identity of the escrow agent, the place and jurisdiction of the escrow arrangement and the applicable release procedure. Upon ZF's request, Supplier shall at any time provide evidence reasonably satisfactory to ZF that the escrow arrangement is valid, up to date and enforceable. Supplier shall ensure that ZF and the relevant ZF Entities have a direct and enforceable right under the escrow arrangement to obtain release of and access to the deposited Source Code and related documentation upon occurrence of any of the circumstances set out in paragraph 14 lit. d. no. (3), without any further consent or cooperation by Supplier.

(6) Any Source Code provided or released may be used for the purposes set out in the preceding paragraphs.

e. Supplier retains ownership of any Standard IP, unless deviating regulations are set forth in these NPM GTCP and/or the Supply Contracts. In case of provision of Standard IP, Supplier grants to ZF a non-exclusive, royalty-free, transferable, irrevocable right and license, including the right to sublicense, substantively unlimited in time and place, to use Supplier's IP rights in whole or in parts thereof at ZF´s own and sole discretion for any reasonable purpose, including the right to: (i) make, have made, sell, offer to sell and distribute products, which are using Supplier's IP rights within the agreed scope, anywhere in the world; (ii) maintain, repair or modify the Goods, e.g., revise, copy, change and expand a software, (iii) whenever Supplier is not fully able to meet the requirements, in particular regarding the Goods' quality or quantity, to rebuild and reconstruct the Goods; and (iv) reproduce copyrighted materials related to the Goods, distribute such copyrighted materials to third parties, e.g., when a relocation of the Goods becomes necessary from ZF's reasonable point of view.

f. Notwithstanding the foregoing, ZF retains ownership of, and Standard-IP does not include, specifications or other intellectual property rights (whether embodied in the Goods or any tools or tooling) that are created by Supplier or its sub-contractors pursuant to instructions and/or guidance of ZF or if the development has been funded by ZF (in the following also "**Development-on-behalf-of-ZF**").

g. In case of such Developments-on-behalf-of-ZF, the following applies:

(1) "**Individual IP**" shall be IP developed by the Supplier upon explicit commission by and individually for ZF under a Supply Contract without recourse to Standard IP and/or with recourse to IP owned or provided by ZF. Supply shall grant ZF at least an exclusive irrevocable, sub-licensable, transferable, perpetual, global and substantively unlimited right, to use, utilize, sell and exploit for all known or unknown types of exploitation of such Individual IP. Such right shall cover especially the right to change, alter, adopt, develop further, develop derivative work from such Individual IP in whole or in parts thereof as well as to combine such Individual IP in whole or in parts thereof with other IP at ZF´s own and sole discretion.

(2) "**Adopted IP**" shall refer to IP, developed by the Supplier upon explicit commission by and individually for ZF under a Supply Contract with recourse to Standard IP. Regarding the part of the Adopted IP, developed individually for ZF in course of creating or providing the Goods, ZF shall be granted the rights as described in Section (1) above. Regarding the Standard IP incorporated in the Adopted IP, ZF shall be granted at least a non-exclusive, irrevocable, transferable, perpetual, global and substantively

unlimited right, to use and utilize such parts of Standard IP in whole or in parts thereof at ZF´s own and sole discretion as far as required to use the Adopted IP as a whole. Notwithstanding the foregoing, ZF shall be entitled to adopt and alter such Standard IP contained in the Adopted IP as required, e.g., – as the case may be – in order to conduct troubleshooting, integrate functionalities, drivers and other programs into the Adopted IP.

(3) Supplier retains a non-exclusive right to use Developments-on-behalf-of-ZF, limited to Supplier's own research purposes. Supplier shall neither use this right of use for own commercial purposes nor enable or permit such use to third parties. Unless otherwise agreed in the PO, the Supplier shall not utilize and/or commercialize any Developments-on-behalf-of-ZF including gathered expertise for usage without prior written consent of ZF.

h. ZF retains ownership of any other proprietary rights it may have in relation to any data that is collected, processed or generated by or in connection with the use of the Goods or the use of the products into which the Goods are incorporated ("**Product Generated Data**"). Supplier shall not access Product Generated Data, unless: (i) the Product Generated Data was furnished to Supplier by ZF or ZF's customer; or (ii) Supplier has obtained ZF's prior written approval. Subject to applicable laws, ZF will have no obligation to grant access to or furnish Product Generated Data to Supplier, unless otherwise agreed in writing between ZF and Supplier.

15. Assignment of Receivables, Retention Rights, Financial Difficulties and Change of Control of Supplier

a. Without the prior written consent of ZF, which shall not be unreasonably withheld, Supplier shall not be entitled to assign or to sell its receivables against ZF to third parties. If Supplier assigns its receivables against ZF to a third party without ZF's consent, the assignment shall only remain effective if the applicable law stipulates the effectiveness of such assignments. ZF typically does not pay Suppliers' receivables to third parties and may choose whether to make payment to Supplier or to the third party; either alternative shall have the effect of discharging the debt.

b. Supplier shall have the right of retention and/or to set off a claim of ZF only with their own claims against ZF, and only if these own claims have been explicitly confirmed by ZF in writing or by a final, binding and enforceable court decision.

c. Should Supplier suspend its performance or threaten to do so, or if an insolvency petition on Supplier's assets is rejected due to a lack of assets, ZF shall be entitled to terminate the Supply Contract(s) with immediate effect or to rescind, in full or in part. Alternatively, ZF shall be entitled to withhold a sum equivalent to at least 8 percent of the total price to be paid for all Goods as security for claims under the contract, until the warranty period for the respective Goods has elapsed, unless ZF's interests are secured otherwise, e.g. by a bank guarantee provided by the Supplier. All other ZF rights remain unaffected.

d. The Supplier must inform ZF promptly of impending or existing payment difficulties or where insolvency risk is present or the Supplier is planning or has applied for insolvency.

e. The Supplier shall inform ZF immediately in text form of any significant changes to its shareholding structure, even in situations when such changes are subject to legal disclosure requirements, e.g. in public registers. If such change constitutes a change of control of the Supplier and the interests of any ZF Entities are thereby severely impaired, any ZF Entities are entitled to terminate the Supply Contract(s) with the Supplier for cause, in full or in part.

16. ZF Property

a. All information and materials furnished by ZF to Supplier or for which ZF has agreed to reimburse the Supplier, either directly or indirectly, including also via amortization payments, will be and remain the property of ZF and held by the Supplier on a bailment basis ("**ZF Property**"). The forementioned principle shall also apply for, without limitation, documents, standards, specifications, drawings, diagrams, samples, 3D models and other data, trade secrets, proprietary information and other items.

b. The Supplier shall mark ZF's Property as such and keep adequate records of ZF's Property (being made available to ZF upon request), and shall store, protect, preserve and maintain ZF's Property in accordance with sound industrial practice, all at Supplier's expense, without negatively affecting ZF's ownership.

c. ZFs Property shall not, without ZF's prior written approval: (i) be used by the Supplier for any purpose other than the performance of the Supply Contract(s); (ii) be commingled with any non ZF Property; (iii) be moved from the Supplier's premises nor (iv) altered.

d. To the extent permitted by applicable law, the Supplier waives any lien or other rights that it might otherwise possess with respect to any ZF Property.

e. The Supplier shall bear the risk of loss of and damage to ZF Property.

f. The Supplier herewith grants ZF or its nominee(s) the right to enter Supplier premises to inspect or take immediate possession of ZF Property at any time without any prerequisites. Upon request of ZF, the ZF Property will be immediately released to ZF by Supplier either (i) FCA *(Incoterms® 2020)* Supplier's plant properly packed and marked in accordance with ZF requirements, or (ii) delivered DAP *(Incoterms® 2020)* to any location designated by ZF with ZF reimbursing the Supplier for the DAP delivery costs.

17. Use of digital tools

a. The Supplier shall use the digital tools utilized by ZF for communication, data exchange, cooperation and electronic contract conclusion, including the processes of purchasing, logistic, quality, finance, HSE, sustainability, claim- and change request handling, e.g. SupplyOn, ELSA, Transporeon and NQC ("**e-Platforms**").

b. For further information the Supplier shall check www.ZF.com/SupplierBoard ▸ Digital Business ▸ Digital Process Onboarding, which also provides a list of the current e-Platforms.

c. In case ZF decides to introduce further or alternative e-Platforms during the term of the Supply Contract, ZF will inform the Supplier timely. The Supplier has to respect such ZF decision, taking into account ZF's need to use standardized e-Platforms for all suppliers. The Supplier will therefore take all reasonable implementation measures on its side.

d. The Supplier shall pay attention to all notifications by and regarding the e-Platforms and is responsible for maintaining up to date all required Supplier information on e-Platforms.

18. Confidentiality

For the period of the business relationship between the Parties, in particular of the Supply Contract(s) and/or of any pre-contractual phase, and for a period of five years thereafter ("**Confidentiality Period**"), the following shall apply:

a. Supplier shall treat all information (including data, drawings, models, patterns, samples, materials, specifications, techniques, results, know-how, etc.), of which it becomes aware or which arises in the course of its business relationship with ZF, e.g. by receipt of an request for quotation and including information received, e.g. from any ZF Entity or ZF's customers ("**Confidential Information**") as confidential and shall not make it available to third parties. This applies also to the business relationship with ZF itself.

b. Information shall not be qualified as Confidential Information if Supplier has proven that it

(1) was already known by Supplier at the time of receipt,

(2) was legally received by Supplier from a third party without confidentiality obligation,

(3) is in the public domain or enter the public domain through no wrongful act of Supplier; or

(4) has been developed by Supplier independently and without any use of Confidential Information.

c. Supplier shall not exploit the Confidential Information but may only use it for the purpose of the business relationship between the Parties, in particular the Supply Contract(s).

d. Supplier will do everything appropriate to effectively protect all Confidential Information against access by unauthorized third parties, and to secure it against misappropriation, loss, manipulation, damage or any unnecessary duplication. Supplier shall in any case exercise at least the same due care in connection with its confidentiality obligation as exercising when dealing with its own confidential information, but in no event less than a reasonable standard of care. If Supplier has reason to suspect that unauthorized third parties have obtained access to Confidential Information, Supplier will inform ZF immediately, and, in alignment with ZF, take all appropriate measures.

e. The exchange of Confidential Information does not grant or imply any license rights or title in any Confidential Information or underlying intellectual property rights.

f. If requested by ZF, but no later than the end of the Confidentiality Period, the Supplier will delete all data containing Confidential Information in a non-restorable way, without the right to retention. The Supplier will align with ZF whether all other Confidential Information should be returned or destroyed. In case Suppliers are obliged not to delete specific Confidential Information because of deviating obligations in the Supply Contract or due to statutory requirements, these obligations or requirements shall prevail and Supplier's obligations to delete are postponed accordingly. Upon request from ZF, the Supplier will demonstrate and provide written confirmation of this action.

g. Supplier will share information with its employees, sub-suppliers or any other third parties only after prior written permission of ZF and only on a need-to-know basis and ensure they are at least similarly obligated by an executed Non-Disclosure Agreement. Supplier is equally liable for any non-compliance by its sub-suppliers.

h. Any other or additional confidentiality obligations of Supplier shall remain unaffected.

19. Protection of Personal Data

a. The Supplier must comply with all applicable data protection laws.

b. General information on ZF's processing of personal data in specific jurisdictions and the corresponding rights of affected persons can be found at www.zf.com/en/**data-protection-notice**. ZF will adhere to the applicable local standards and requirements as well in all other countries involved.

c. The Parties commit to restricting the use of personal data to which they have access to only to the extent necessary and only for the following purposes: (i) fulfilling the Supply Contract; (ii) complying with legal or regulatory requirements; and (iii) exercising legitimate rights in administrative, arbitral, and/or judicial proceedings.

d. As a general principle, both Parties presume that neither will process personal data on behalf of the other Party in connection with the Supply Contract(s).

e. If either Party anticipates the need to have its personal data processed by the other party or process personal data on behalf of the other Party in connection with a Supply Contract, that Party shall promptly notify the other Party and comply with all applicable laws regarding the protection and sharing of personal data. This includes providing necessary information and assistance, and if required, entering into a data privacy agreement. Should third parties, such as sub-suppliers, need to be involved in processing personal data on behalf of the other Party personal data, Supplier will seek prior authorization from ZF.

20. Miscellaneous

a. All rights and remedies set forth in these NPM GTCP shall not limit or otherwise adversely affect any additional or more extensive rights and remedies available to ZF, e.g. under the PO, Applicable Documents, different Sections of these NPM GTCP, or under applicable law.

b. No express or implied waiver by any of the Parties of any breach of any term, condition or obligation of these NPM GTCP shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of these NPM GTCP's of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of these NPM GTCP's must be in writing and shall be effective only to the extent specifically set forth in such writing.

c. If any provision of these NPM GTCP is or becomes invalid, the validity of the Supply Contract(s) shall remain unaffected, and it shall continue in full force and effect. The Parties shall agree on an alternative provision to replace the invalid one, reflecting the commercial and legal concept behind the invalid provision.

d. Supplier's place of performance shall be the place of the receiving ZF plant specified in the PO ("**Receiving Plant**").

e. The substantive laws where ZF's registered office is located (regardless of the location of operations, e.g. location of the Receiving Plant, or disputes) shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

f. The courts having jurisdiction at ZF's registered office shall have exclusive jurisdiction for all present and future claims arising out of or in connection with the respective Supply Contract. ZF is also entitled to initiate legal action in the courts having jurisdiction at the place of the registered office of the Supplier.

B. Region Specific Provisions

The below regulations ("**Region-Specific Regulations**") shall apply additionally as far as either ZF and/or the Receiving Plant(s) are located in the region(s) listed below. In case of any conflicts of the Region-Specific Regulations with Part A (General Provisions) of these NPM GTCP, the respective Region-Specific Provisions shall take precedence.

1. For Asia Pacific (AP)

a. Documents in different languages

In case of these NPM GTCP, the PO and/or any other the Applicable Documents are available in more than one language, any available English versions shall prevail.

b. Choice of law and venue

If ZF is located in mainland China, Part A, Section 20 f. of these NPM GTCP shall be replaced by the following:

> The Parties will use their best efforts to resolve any dispute, controversy or claim arising out of or in connection with the Supply Contract(s) through friendly consultations between the Parties. If no settlement is reached within thirty (30) days from the date one Party notifies the other in writing of its intention to submit the dispute, controversy or claim to arbitration in accordance with this clause, then any dispute, controversy or claim arising out of or relating to the Supply Contract(s) or the breach, termination or invalidity thereof, shall be settled by arbitration as follows. The arbitration proceedings will be conducted in English. Such arbitration will be conducted by the China International Economic and Trade Arbitration Commission ("**CIETAC**") in accordance with the procedural rules of CIETAC. The place of arbitration will be Shanghai.

c. Provision of Services

If the Goods include the provision of services in China, Supplier shall fulfill all necessary tax obligations in connection with its service provision in China (including corporate, indirect and employment taxes). Supplier shall provide ZF with all required certificates and evidence.

2. For the European Union (EU)

REACH Compliance

Part A, Section 13 b. of these NPM GTCP shall be supplemented with the following:

> Supplier has to comply with European Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals ("**REACH**"), shall provide a completed EU safety data sheet as provided for in Art. 31 REACH, as well as a declaration of the substances meeting the criteria in Article 57 REACH or identified in accordance with Article 59(1) REACH ("**Substances**") during the term of the Supply Contract. Supplier guarantees, as long as the Goods are provided (a) to comply with Article 33 REACH, (b) that the Goods do not contain Substances in a concentration above 0,1 % weight by weight (w/w), (c) if Substances are contained in the Goods in a concentration above 0,1 % weight by weight (w/w), that the Goods only contain the named Substances, including the corresponding Chemical Abstracts Service (CAS) number and only in the declared concentration, i.e. as a declaration of weight [g], (d) the Goods will not be changed without prior written permission of ZF in a way affecting the concentration of the Substances as provided to ZF, and (e) if the concentration of the Substances provided changes, to immediately notify ZF and to provide updated information,

without prejudice to any other rights or remedies of any entity of the ZF Group.

3. For Poland

Large entrepreneur Status

For the purposes of performance of this PO, ZF declares that it has the status of a large entrepreneur within the meaning of the Act of the 8th March 2013 on preventing undue delay in commercial transactions (Dz.U.2023.1790 as amended).

4. For North America

a. Payment Disputes

Any billing or invoice inquiries or disputes must be presented to ZF within one hundred and eight (180) days of receipt of invoice by ZF.

b. IRS obligations

If Goods are imported from outside the U.S., Supplier will provide to ZF a properly executed Internal Revenue Service (IRS) Form W8-BEN-E and a documented Affirmation of Foreign Residency as the appropriate and required documentation to substantiate this exemption

c. Copyrights

Part A, Section 14 of these NPM GTCP shall be supplemented with the following paragraph:

i. To the extent that any PO is issued for the creation of copyrightable material, including without limitation, drawings, plans, source code, and specifications, prepared by the Supplier specifically for ZF shall be considered "works made for hire" and created for and owned by ZF. To the extent that the works do not qualify as "works made for hire," Supplier hereby assigns to ZF any and all rights, title and interest in all copyrights arising from such work performed pursuant to any PO issued by ZF.

d. Choice of Law and Venue

Part A, Section 20 e. and f. of these NPM GTCP shall be deleted and replaced by the following paragraph:

This Supply Contract shall be construed and enforced in accordance with and governed by the internal laws of the State of Michigan without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Michigan. The exclusive jurisdiction and venue for any dispute arising out of this order shall be the Circuit Court for the County of Oakland, State of Michigan, or the United States District Court for the Eastern District of Michigan, and the Parties consent to jurisdiction and venue in these courts. If Supplier is not registered to do business in the state of Michigan (and so does not have a designed resident agent in Michigan), Supplier consents to being served with all process through the following means: ZF (1) physically delivers (including, for example, by certified or registered mail, UPS, FedEx, or DHL) the papers to Supplier's address shown on the face of the PO and (2) sends electronic copies of the papers to an email address for someone at Supplier that the Parties have routinely used to communicate with one another.

e. Equal Opportunities

As applicable: The provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.4; as well as 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, Suppliers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or purchase order for $50,000 or more that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) for females, minorities and disabled individuals. Contractors and sub-contractors holding a contract, subcontract or purchase order for $150,000 or more that is necessary to the performance of a covered contract must also file Form 4212 and prepare an affirmative action plan for protected veterans.

Supplier and any sub-contractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

f. Export and Customs Regulations

Part A, Section 7 of these NPM GTCP shall be supplemented by the following new paragraph:

f. Customs: (a) Supplier will promptly provide to ZF a list of parts or components used by Supplier in fulfilling its obligations under the applicable Supply Contract which Supplier purchases in a country other than the U.S. Supplier will furnish ZF with any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements as well as any documentation and information necessary to comply with any special trade programs and content reporting, such as Free Trade Agreement content reporting. Supplier will promptly advise ZF of any material or components imported into the country of origin and any duty included in the piece prices of the Goods. (b) Supplier will comply with ZF's customs requirements. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Supplier's sub-suppliers and export credits, to the extent transferable to ZF, are the property of ZF. Supplier will provide all documentation and information and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the Goods from such country. (c) The responsibility for customs duty and customs brokers' fees will be determined in accordance with the FCA delivery point and transportation code stated in the applicable PO. If ZF is responsible for customs duties, it will be responsible for normal duties only. Supplier will be responsible for any additional duties, to the extent permitted under the law of the country of importation. Supplier will provide ZF or the appropriate governmental authority all documentation and information required by law or regulation or otherwise necessary to determine the proper minimum duty to be paid upon the importation of the Goods into any country or to obtain any refunds or drawbacks of duties paid. (d) ZF and Supplier recognize that export control regulations may limit or prohibit the transfer of items to foreign nationals, including foreign nationals in the United States. The Goods delivered under an Order may be subject to U.S., foreign and other applicable export control laws and regulations (collectively "Export Control Laws"), including, but not limited to, the International Traffic in Arms Regulations or the Export Administration Regulations. Supplier will comply with all applicable U.S. and other country's Export Control Laws and shall not export, re-export or transfer items without first obtaining all required licenses and approvals. Any penalty, fine, expense (including reasonable attorneys' fees) or liability incurred by ZF as a result of violation(s) of U.S. or foreign export control laws and regulations, or this clause, by the Supplier, will be promptly reimbursed by Supplier. Compliance with these laws and regulations includes, but is not limited to, abiding by applicable U.S. sanctions, embargoes and prohibitions on transactions with restricted parties. This includes, but is not limited to, the prohibition on the transfer of commodities, materials, software and technology subject to the Supply Contract(s), to U.S. sanctioned countries (e.g., Iran, Syria, North Korea, Sudan, and Cuba).

f. Work on ZF Premises

Part A, Section 13 c. of these NPM GTCP shall be supplemented by the following:

Prior to sending any employee of Supplier to perform services on ZF's premises, Supplier shall evaluate all such employees to ensure they can fulfill job requirements and to maintain documentation thereof in accordance with ZF's policies and requests, including, but not limited to: (a) performing a nation-wide criminal background check based upon the individual's name, social security number, and date of birth, and refraining from utilizing on ZF's premises individuals whose history reveals identifiable concerns about their ability to perform and interact safely in the work environment; (b) ensuring a substance screen, consisting of at least a five-panel drug screen, is performed by a reputable laboratory on all individuals, and refraining from utilizing at ZF's premises individuals who test positive; (c) ensuring individuals are eligible to work in the United States via E-Verify confirmation; and (d) if applicable, collect "US Person" status (as defined in the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State) of potential Contract Employees and shall not assign non-US Persons or non-permitted persons to positions that may be affected by US Export Regulations (including but not limited to the ITAR or the Export Administration Regulations ("EAR") of the U.S. Department of Commerce.

5. For India

Part A, Section 20 e. and f., shall be deleted and replaced by the following paragraph:

This Supply Contract shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Supply Contract shall be subject to the exclusive jurisdiction of the courts located in the city where the relevant ZF contracting entity has its registered office.

6. For Brazil

a. Termination for Cause

The Supply Contract may be terminated, regardless of prior notice, judicial or extrajudicial notification, in the following cases:

(1) breach of obligations and, once notified in writing by the innocent party, the infringing party does not remedy it within the period established in the notification; or

(2) if the other Party files for bankruptcy, has its bankruptcy requested or declared, as well as requests judicial or extrajudicial recovery; or

(3) change in the economic-financial situation of the Supplier that, at ZF's discretion, may affect its financial capacity and/or imply risks of non-performance of the object of the Supply Contract; or

(4) if the Supplier does not notify, in writing, at least 30 (thirty) days in advance, of a change in its corporate structure that implies the entry of a competitor of ZF, directly or indirectly, or, if ZF, even if previously notified, does not approve such corporate change.

b. Amendments or additions to the Supply Contract

Section 2 d., last sentence, of Part A is replaced by the following provision:

Amendments or additions to the Supply Contract between the Parties must be made in writing to be effective. This shall also apply to amendments of this written form requirement. The Parties hereby acknowledge the veracity, authenticity, integrity, validity, and effectiveness of this instrument and its annexes, which have been formalized digitally. They agree to recognize their electronic signatures and/or electronic certificates, including those not issued by ICP-Brasil, as valid expressions of consent, in accordance with Article 10, § 2, of Provisional Measure No. 2.200-2, dated August 24, 2001. Furthermore, they declare that the email accounts of the signatories designated for the formalization of this instrument are used exclusively by them.

c. Prices

Section 9 a. of Part A is replaced by the following provision:

Prices are fixed and will not be automatically reviewed. The Parties may, after a period of 12 (twelve) months, review the price through prior negotiation, supported by the presentation of documents proving the cost variation.

d. Payment

Section 9 b. of Part A is replaced by the following provision:

Unless otherwise agreed, e.g. via the PO, the actual payment term shall be the first Wednesday after 60 days of the Goods having been fully furnished, and submission of an invoice by Supplier, meeting all applicable requirements.

e. Assignment of Receivables

Section 15 a. of Part A is replaced by the following provision:

Without the prior written consent of ZF, Supplier shall not be entitled to assign or to sell its receivables against ZF to third parties. If Supplier assigns its receivables against ZF to a third party without ZF's consent, such assignment shall be deemed null and void.

f. Retention Right
Section 15 b. of Part A is replaced by the following provision:

Supplier shall only have the right of retention and/or to set off a claim of ZF with own claims against ZF, and only if these own claims have been confirmed by a final, binding court decision.

g. Suspension of Supplier Performance
Section 15 c. of Part A is replaced by the following provision:

If Supplier suspends its performance or threatens to do so, or if an insolvency petition on Supplier's assets is rejected due to a lack of assets.

h. Choice of Law, Jurisdiction and Venue
Part A, Section 20 e. and f., are replaced by the following Sections:

e. The substantive laws at the registered seat of ZF shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

f. The courts having jurisdiction at the registered seat of ZF shall have exclusive jurisdiction for all present and future claims arising out of or in connection with the Supply Contract. ZF is also entitled to initiate legal action in the courts having jurisdiction at the place of the registered office of Supplier.