

GENERAL CONDITIONS OF PURCHASE

I. General information – scope of application

1. These General Conditions of Purchase (GCP) shall apply to all orders submitted by Ibeo Automotive Systems GmbH (hereinafter "we" or "our"). We do not recognise any conditions deviating from our GCP unless we have expressly consented to their application in writing.
2. Our GCP shall also apply if we unreservedly accept the supplier's delivery despite being aware of terms and conditions of the supplier that conflict with or deviate from our GCP.
3. They shall apply to all, including future contracts with the supplier without the need for a renewed reference to our GCP.
4. Our GCP only apply to entrepreneurs within the meaning of Section 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

II. Quotations

1. Quotations shall in any case be prepared free of charge for us.
2. Unless otherwise agreed in individual cases, the supplier agrees to make its quotations binding for a period of two calendar weeks from the date on which the quotation was issued.

III. Prices

1. Prices shall be quoted to us as net prices; the statutory value-added tax shall be specified separately.
2. The prices specified in the order shall be binding and include, unless otherwise agreed in the individual case, the costs for all ancillary services (e.g. assembly, installation) as well as the cost of the packaging and transport.

IV. Deadlines

1. The agreed delivery date (or completion date) or the agreed delivery period is binding. The date on which the goods are duly offered to us or the date on which a service is completed for us and accepted by us, is the decisive factor for determining compliance with the delivery date (or completion date) or delivery period.
2. The supplier must promptly notify us in writing if circumstances arise or are identified by supplier which indicate that supplier will not be able to comply with the agreed delivery period or the agreed delivery date (or completion date). If, through its own fault, the supplier fails to notify us promptly or such notification is late, we are entitled - in addition to further statutory claims - to demand a lump-sum compensation for our damage caused by the delay in the amount of 0.3% of the net price per working day or part thereof, but in total not more than 5% of the net price of the goods delivered late or the service provided late. We reserve the right to prove that we have incurred higher damages. The supplier reserves the right to prove that we have suffered no or less damage as a result of the delay.
3. The acceptance of delayed deliveries and services does not constitute a waiver of such compensation claims.

V. Passing of the risk

1. Unless otherwise agreed, goods shall be delivered DDP (Incoterms 2020) cleared (for import/and export) to the destination of the recipient designated by us or, in the absence of such designation, to our place of business.
2. The risk of the accidental loss of the goods shall be borne by the supplier until the goods are duly offered at the place of performance and accepted ("Annahme") by us. Insofar as the creation of a work ("Werk") is agreed, its acceptance within the meaning of Section 640 BGB shall be decisive for the transfer of risk.
3. Costs for insurance in connection with the goods, services or deliveries shall only be borne by us after prior written consent (including email).

VI. Documents, delivery amounts, partial deliveries

1. The supplier must procure all requisite shipping documents and weighing documents at its expense and must submit these in time. If the acceptance/acceptance within the meaning of Section 640 BGB of the delivery is contingent upon documents, we cannot be considered as in default of acceptance if the supplier did not provide the documents in time, including sufficient time for our examination of the documents.
2. Unless expressly agreed otherwise, we are not obliged to accept/accept within the meaning of Section 640 BGB partial deliveries.

VII. Call-off orders

If a call-off order is agreed with the supplier, the supplier is obliged to hold the call-off amounts available.

VIII. Execution, quality requirements

1. The supplier undertakes to supply the goods in accordance with our instructions, drawings, standards, delivery and test specifications, etc.
2. Without our prior written consent, the supplier is not entitled to have a work or service owed by him performed by third parties (e.g. subcontractors).
3. At the time of performance/delivery, the goods, services and deliveries must be in accordance with the state of the art and must comply with the compulsory DIN and VDE (German Association for Electrical, Electronic & Information Technologies) regulations and other technical standards, as well as the statutory regulations in Germany and the European Union, in particular with regard to those relating to safety and the protection of the environment. In accordance with this, the supplier warrants: (i) to comply with the requirements of the Chemicals Regulation EC No. 1907/2006 (hereinafter "REACH Regulation") as amended from time to time and to have all substances (if required) contained in the delivered goods (or works) registered or authorised in advance and to maintain this registration/authorisation of the goods so that we do not have to carry out such registration or authorisation ourselves in any case. The supplier shall inform us immediately in writing (including by email) if the goods to be delivered contain substances, which are included in the candidate list SVHC, in Annex XIV or in Annex XVII of the REACH Regulation (as amended from time to time). (ii) that the goods and services to be supplied by the supplier must fully comply with the requirements of Directive 2011/65/EU ("RoHS") as amended from time to time.
4. The CE conformity marking is guaranteed by the supplier.
5. In the event of export of the ordered goods/work, the supplier is obliged to arrange for the necessary export and customs permits at his own expense. The supplier shall indemnify and hold us harmless against any shipping and customs costs incurred. All export and customs documents must be returned to us in the original.
6. With regard to our business conduct and the treatment of our employees and business partners, society and the environment, we have issued a code of conduct (hereinafter "Code of Conduct") for our suppliers. The Code of Conduct, available in its current version at: <https://www.ibeo-as.com/de/allgemeine-informationen/impressum>, is binding for the supplier and is part of the contractual relationship. If a breach of the rules of the Code of Conduct is identified, we will notify the supplier in writing within one month of becoming aware of this and set him an appropriate period of grace to bring his conduct into line with the rules of the Code of Conduct. If such a violation is culpable and makes it unreasonable for us to continue the contractual relationship concerned until ordinary termination, we may terminate the contrac-

tual relationship concerned if the supplier fails to comply with the Code of Conduct within the deadline set and we have threatened to do so when setting the grace period. A statutory right to extraordinary termination without setting a grace period remains unaffected, as does the right to compensation for damages.

IX. Taking delivery of the goods/acceptance

1. If operational disruptions occur as a result of force majeure, for instance due to war, natural disasters, strikes, lock-outs, official directives (e.g. due to pandemics (information/recommendations from the Federal Foreign Office/WHO are considered an indication of this, e.g. as in the case of COVID-19) or epidemics) or other circumstances beyond our control that were unforeseeable at the time when the agreement was concluded, we shall be released from the obligation to accept delivered goods/ works; and we will not be in default of acceptance if the supplier makes an offer to perform.
2. If, at the respective request of the supplier or according to a respective agreement, we provide technical assistance in the process of accepting the goods/works, making our equipment and/or staff available for such assistance, we will invoice our prices or rates for these services to the supplier. We are entitled to reduce the amount of the pertinent supplier's invoice accordingly.

X. Packaging and shipping

1. If the supplier invoices us for the costs of packaging material of any kind, provided this was agreed on in prior, we are entitled to return said material to the supplier for credit of the costs of the packaging material, provided that it can be used again. If goods (or works) are delivered in returnable containers, the supplier cannot invoice us for the costs of such containers. Once emptied, the returnable containers will be made available for collection. The supplier shall collect the containers or have them collected at its own expense. If they are not collected, we are entitled to return the returnable containers to the supplier freight collect.
2. When choosing the means and routes of transportation, as well as the packaging material, the supplier must observe and comply with the pertinent statutory provisions and regulations, especially when transporting dangerous goods. When transporting dangerous goods, supplier must also label the means of transport and packaging in accordance with the statutory provisions and regulations. This also applies if the goods (or works) are shipped at our expense.
3. If we have allowed the supplier to choose the means and routes of transportation and/or the mode of shipping, and it was agreed in prior that we must bear the shipping costs, the supplier must select the most economical shipping option taking into consideration the security, speed and price of the delivery. If the supplier uses a more expensive shipping mode although a less costly, but equally quick and secure shipping mode would have been available, we are entitled to deduct the difference from the supplier's invoice if we can document the lower shipping costs.

XI. Approval of samples, confidentiality, copyrights

1. If goods are produced for us in accordance with our specifications, production may only be started after we have inspected and approved the agreed reference samples. The supplier may only use our specifications for producing goods that are ordered by us.
2. With regard to the protection of confidential information from us, which primarily concerns information in connection with our sensor technology for autonomous driving, the statutory regulations apply, in particular the law on the protection of trade secrets ("Gesetz zum Schutz von Geschäftsgeheimnissen"), as well as corresponding agreements between us and the supplier, insofar as these have been concluded, for example in the form of non-disclosure agreements.
3. We reserve all ownership rights and copyrights with regard to copies, diagrams, drawings, calculations and other materials and data that are provided by us. Such documents shall be treated as confidential and the supplier may only disclose them to third parties with our prior express consent. They may only be used for production purposes that relate to the order. The duty of confidentiality shall continue to apply beyond the performance of the agreement until the production know-how contained in the copies, diagrams, drawings, calculations and other materials and data has become public knowledge.
4. Neither our name nor our logo may be used for advertising purposes without our prior written consent.

XII. Inspection for defects, warranty

1. Insofar as we are obliged under Section 377 HGB (German Commercial Code) to inspect the goods for any deviations with respect to quality or quantity within a reasonable period of time, this obligation shall be limited to obvious and easily recognisable defects.
2. We are fully entitled to all statutory warranty claims; the warranty period is 24 months.

XIII. Supplier's responsibility; third party property rights; product liability

1. Unless expressly otherwise provided for in these GCP, the supplier is liable for its own fault and the fault of its representatives, employees and other vicarious agents and persons employed by it in the performance of its obligations. This liability extends to all personal injuries and damage to property, whether direct or indirect, including, in particular, lost earnings.
2. The supplier is liable for any violations of industrial property rights and copyrights of third parties resulting from its delivery/provided services and for which it is responsible. If industrial property rights or copyrights are violated and the supplier is responsible for the violation and as a result of that the supplier is obliged to remedy this defect of title due to the warranty obligations, the following shall apply: If third parties assert claims against us as a result of the supplier's culpable violation of industrial property rights or copyrights, the supplier must indemnify us against such claims at our first written request. We are not entitled to conclude any agreements with such third parties, in particular agreements involving a settlement, without the consent of the supplier. The supplier's obligation to indemnify us shall apply to all expenditures necessarily incurred by us as a result of or in connection with the third-party claim.
3. If product liability claims are asserted against us due to defects of the goods delivered to us by the supplier, the supplier must indemnify us against this liability insofar as the cause of such defects lies within its scope of control and organisation and supplier is liable in relation to third parties. Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with a claim against third parties including recall actions carried out by us. We shall inform the supplier about the content and scope of recall measures - insofar as this is possible and reasonable - and give him the opportunity to comment. Any further legal claims on our part shall remain unaffected.

XIV. Invoice and delivery note

1. The invoice shall be sent to us in duplicate by separate post. It must not be enclosed with the goods/works.
2. A single delivery note shall be enclosed with the goods/works.
3. In addition to the exact designation of the scope of the delivery by item, type, amount, etc., the invoice and the delivery note must contain our exact order data. Otherwise we may reject these, which might result in processing delays for which we cannot be held accountable for.

XV. Payment terms

1. Unless otherwise agreed, payments must be made within a period of 30 calendar days. If payments are made within 14 calendar days, the supplier shall grant us a 3% early payment discount. The payment term shall commence upon receipt of the invoice, but at the earliest upon receipt/acceptance of the goods/works.
2. Payments are always subject to invoice verification.

XVI. Changes to the delivery items; reservation of title

1. If the supplier wants to make changes to a delivery item, its construction, technology or formula, etc. deviating from the standards stipulated when the contract was concluded – irrespective of the reasons – these changes require our consent.
2. The transfer of ownership of a good or a work to us shall be unconditional and irrespective of the payment of the purchase price or the remuneration for the work. If, however, in individual cases we accept an offer of the supplier for transfer of ownership conditional on our payment of the purchase price or remuneration for the work, the supplier's retention of title shall expire at the latest with the payment for the delivered good or the work. We shall remain authorised to resell the goods or the works in the ordinary course of business even prior to payment with advance assignment of the claim arising therefrom (alternatively application of the simple reservation of title ("einfacher Eigentumsvorbehalt") and extended ("verlängerter Eigentumsvorbehalt") in relation to the resale). Excluded are all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing. In the event of further processing (processing, mixing, combining) of the delivered goods or works by us, we shall be deemed to be the manufacturer and shall acquire ownership of the goods or works at the latest upon further processing in accordance with the statutory provisions.

XVII. Rights regarding software

1. Insofar as the goods or the works are software, we shall be entitled for a period of 24 calendar months from the first delivery of the respective software to order further single-user licences/licenses at the then applicable list prices less the agreed discount.
2. The granting of rights to the software includes the authority to carry out all the processes, which are usually associated with the operation of the software for business purposes. Unless otherwise agreed in writing in the respective individual agreement (supply contract), the use of the licensed software for and in connection with all existing and/or future products manufactured by us (hereinafter "Ibeo products") is included. The term "use" includes the right to: (i) copy, install, transfer, store, load, test, execute; (ii) combine, integrate or embed with other software or in hardware intended for use in or in connection with an Ibeo product; (iii) modify and create derivative works to the extent necessary to integrate or combine the software with other Ibeo products or for troubleshooting purposes and to the extent the licensed software is not provided in binary code only as agreed; and (iv) demonstrate and/or market, distribute or otherwise dispose of it as part of or together with an Ibeo product. Sections 69d and 69e UrhG (German Copyright Act), in particular the right to make backup copies, remain unaffected by the above provisions.
3. Unless otherwise agreed in writing in the respective individual agreement, we are entitled to grant sub-licences of the licensed software to authorised third parties who require the right to use the licensed software in conjunction with one or more Ibeo products, in particular as part of the distribution of an Ibeo product.
4. We shall acquire the same rights to modifications and additions to the software, which the supplier creates for us, as to the associated software, but always exclusively and in any case including the right to edit.
5. The supplier shall indemnify us against any claims of the authors pursuant to Section 31a para. 2, 32a UrhG.

XVIII. Returning waste equipment

We are entitled to all statutory claims for returning waste equipment in accordance with the German Electrical and Electronic Equipment Act (ElektroG). In particular, this applies to returning waste equipment in accordance with Section 19 para. 1 ElektroG.

XIX. Transfer of rights

The supplier must not transfer the delivery agreement or individual rights and/or obligations under the agreement to third parties, neither in whole nor in parts, without our express consent.

XX. Set-off, right of retention

1. We may set off our own claims against those of the supplier.
2. The supplier is only entitled to set off its counterclaims if they have been declared res judicata or are undisputed or have been acknowledged by us.
3. The supplier may only exercise a right of retention to the extent that its counterclaims are based on the same contractual relationship.

XXI. Compliance with minimum wage obligations

1. The supplier warrants that, when performing the deliveries/services, it will comply with all obligations incumbent upon it under the Act Regulating a Minimum Wage (MiLoG), in particular that the supplier will pay its employees employed in Germany at least a wage in the amount of the minimum wage pursuant to Section 1 MiLoG no later than the respective due date.
2. The supplier further warrants that it will only use subcontractors (including rental companies) who, for their part, comply with the obligations incumbent upon them under the MiLoG, and in particular that they will pay their employees working in Germany at least a wage in the amount of the minimum wage pursuant to Section 1 MiLoG no later than the respective due date.
3. In the event of a claim against us pursuant to Section 13 MiLoG or the initiation of fine proceedings pursuant to Section 21 para. 2 MiLoG, the supplier shall indemnify us against all related costs (including reasonable legal defence costs and any fines imposed).
4. Insofar as the German Employee Posting Act (AEntG) is relevant, Clauses XXI. 1 to 3 shall apply accordingly.

XXII. Applicable law; place of performance and place of jurisdiction

1. All contractual duties and the performance thereof, as well as any claims arising therefrom, shall be governed by German material law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the international private law.

2. Unless expressly agreed otherwise, the place of performance for all claims arising from the business relationship shall be the city where our registered office is located (Hamburg).
3. If the supplier is a businessman (Kaufmann) or has no general place of jurisdiction in Germany, the place of jurisdiction shall be the city where our registered office is located (Hamburg). However, we reserve the right to take legal action against the supplier at its general place of jurisdiction.

XXIII. Effectiveness in the event of partial invalidity

If individual provisions of these GCP are or become ineffective, this shall not affect the effectiveness of the remaining provisions.

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