

1. DEFINITIONS

1.1

In these general terms and conditions of purchase of Goods and Services ("Purchase Terms and Conditions") the following words and expressions shall have the following meanings unless the Supply Contract (as defined below) states otherwise:

"Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person or entity specified.

"Applicable Law(s)" means any statute, law, rule, regulation, ordinance, code or rule of law, which, in each case, is issued, administered or enforced by any governmental authority, and any legally binding judicial or administrative interpretation of any of these and which, in each case, is applicable in any jurisdiction in which the Services are provided, the Goods are manufactured, incorporated, transported, sold or used, to the rights and obligations under the relevant Supply Contract, including any anti-corruption laws or anti-money laundering laws or any applicable export control or economic sanctions laws, and including any licences, consents, permits and approvals of a regulator that is necessary in connection with the performance of obligations under the relevant Supply Contract.

"Background Technology" means all Party's proprietary technology including all hardware and software, methods, processes, formulae, operations, techniques, ideas, Data, know-how, Trade Secrets, designs, works of authorship and other Intellectual Property Rights which are owned by a Party, or which a Party is authorized to use, or which is licensed to a Party, in all cases any such rights being owned, used or licensed independently from exercise of rights or fulfilment of obligations under the Supply Contract.

"Business Day" means a day other than a Saturday, Sunday or public holiday in either the Republic of Croatia or the country in which the Goods will be produced and/or Services performed.

"Confidential Information" means any information, materials and documents, in tangible or intangible form, concerning the business, affairs or finances of a Party disclosed by it or on behalf of it to the other Party in connection with the business relationship, including but not limited to financial data, business plans, methods of operation, processes, plans, strategies, customers, suppliers, products, know-how, Trade Secrets, ideas, design, invention, computer program (source and object code), algorithms, drawings, specifications, techniques, all types of Intellectual Property Rights, information acquired during any facilities tours and other information disclosed in a manner such that a reasonable person would understand its confidential nature.

"Contingency Plan" means the Supplier's plan that has as its purpose the assured continuity of the supply of Goods, at all times and in particular in the event of a Critical Supply Situation and Force Majeure Event.

"Competitor" means a company that, with regards to each of the Parties, either (i) offers goods or services which from the view of the typical customer, are interchangeable with the Goods or Services of such Party (including comparable in terms of characteristics, price, and purpose), or (b) based upon concrete indications, it appears likely that within a short time such Goods or Services will be offered by such company.

"Control" of a person, means, directly or indirectly: a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (i) exercise, or control the exercise of more than fifty per cent (50%) of the voting power at any general meeting of the shareholders (or any equivalent body) in respect of all or substantially all matters to be decided by resolution or meeting of such person; or (ii) appoint or remove directors on the board of directors (or any equivalent body) who are able (in the aggregate) to exercise more than fifty per cent (50%) of the voting power at meetings of that board in respect of all or substantially all matters; or (iii) give directions with respect to the operating and financial policies of that person with which the directors or other equivalent officers of that person are obliged to comply; b) beneficially holding more than fifty per cent (50%) of the total issued shares or other equity interests in that person; or c) the right to receive more than fifty per cent (50%) of the pre-tax assets or pre-tax income of that person.

"Critical Supply Situation" means any unplanned circumstance or event that becomes known to the Supplier and that will or could lead to non-compliance with a delivery date or delivery quantity (other than Force Majeure Event).

"Data" means all characters (e.g. numbers, letters or other symbols) or sequences of characters, data, lists and information in any form and in any media and however generated, including Confidential Information.

"Delivery Schedule" means an instruction issued by RT to the Supplier, as part of a Purchase Order, specifying on the basis of the Supply Contract the quantity of Goods to be delivered, delivery location, the date, and where relevant, the time of delivery of the Goods.

"EOP" means the date on which RT Customer (as defined below) will end the serial production of its product in which the Goods are incorporated.

"Force Majeure Event" means an event which is beyond the control of the affected Party, and which could not have been foreseen, prevented or avoided by reasonable precautions of the affected Party and for which the affected Party does not bear any responsibility, including, but not limited to natural disasters, wars, government restrictions, civil commotions and insurrection and embargo. The change in the cost or availability of materials, components or services based on market conditions, materials or telecommunication breakdown, non-delivery by a subcontractor/supplier or the non-availability of a transport route are not Force Majeure Events.

"Foreground IP" has the meaning set forth in Article 13.5.

"Framework Agreement" means a document that RT and Supplier may enter into for setting forth certain commercial terms for the purchase of Goods and/or Services by RT from the Supplier, in relation to a specific RT Customer project.

"Good(s)" means all part(s), component(s), equipment(s), Tooling, deliverables, material(s) and any other good(s) and product(s), to be sold and delivered by the Supplier to RT under a Supply Contract and conforming to the requirements in the Supply Contract.

"In writing or written" also includes email exchange or electronic data interchange (EDI), unless written document with handwritten or digital signatures is explicitly required.

"Intellectual Property Rights (or IP Rights)" means any and all patents, utility models, patent applications, know-how, trademarks, trademark applications, trade names, design rights (whether registered or unregistered), copyright, database rights or other similar intellectual property rights including Trade Secret rights.

"Non-conforming Goods" has the meaning set forth in Article 11.3.

"Non-conforming Services" has the meaning set forth in Article 11.4.

"Off the Shelf Goods" means Goods that are not developed/customised for RT and are not manufactured based on RT specifications.

"PPAP" has the meaning set forth in Article 8.3.

"Party" or **"Parties"** means RT and/or the Supplier, as the case may be, or their permitted successors and assignees.

"Personal Data" has the meaning set forth in Article 27.1.

"Price" means fees, charges or other amounts that are payable by RT to the Supplier for the Goods and/or Services, as specified in the Supply Contract.

"Purchase Order" means any order for the delivery of the Goods and/or Services issued by RT to the Supplier.

"Remedial Action/Recall" has the meaning set out in Article 10.4.

"RT" means Rimac Technology d.o.o. za proizvodnju, trgovinu i usluge (Rimac Technology LLC for production, trade and services), Croatian limited liability company with registered seat at Ljubljanska ulica 7, Sveta Nedelja, Croatia, Croatian personal identification number ("OIB": 70036017051), VAT number: HR70036017051.

"RT Data" means Data that is owned by, provided or created by RT or provided or created by the Supplier in the course of the operation of the Supply Contract, which are transferred to RT, including all data, lists and information in any form and in any media including Personal Data and Confidential Information and Trade Secrets.

"RT Customer" means an individual or business entity that purchases from RT goods or services.

"RT Standards" means general rules and requirements of RT contained in the Supplier Quality Manual, Supplier Logistic Manual, Business Partner Code of Conduct, Human Rights and Working Conditions Policy, Information and Cybersecurity Policy or in any such other policy that regulates compliance or other matters of importance for the business relationship between RT and its suppliers and that are provided to the

Supplier during the onboarding process or at any later stage of the contractual relationship.

"Security Standards" means (a) any security standards or frameworks that are relevant to the operation of the Goods and/or Services and that, in such context, enable systematic, effective and efficient management of information security (e.g. ISO/IEC 27001:2013, IEC 62443, ISO 21434, AICPA SOC2, etc.); and (b) RT's security standard and/or set of requirements defined by RT as being applicable to RT Customer's use of the Goods which shall, if considered applicable by RT, be incorporated into the Supply Contract.

"Service(s)" means the services to be provided by the Supplier, including research and development, conforming to the requirements in the Supply Contract.

"Specification(s)" means all RT-approved specifications (including, but not limited, to technical, quality, performance, safety requirements etc), written instructions, manuals, all drawings including the component drawings, specification sheets, samples and such other technical details and requirements, including RT Customer's requirements, set out or referenced in the Supply Contract.

"Spare Parts Period" has the meaning set forth in Article 12.1.

"Supplier" means the party to a Supply Contract that is obligated to sell and deliver the Goods and/or Services to RT.

"Supply Contract" means an agreement that obligates the Supplier to provide Services and/or sell and deliver Goods to RT on the terms and conditions agreed in such agreement and that is comprised by the following documents: (i) Purchase Order, including Delivery Schedules (if any), (ii) Framework Agreement (if any) or any stand-alone agreement (if any); (iii) these Purchase Terms and Conditions, (iv) any Specifications and RT Standards and (v) any other contractual documents agreed and executed by the Parties in relation to the supply of Goods and Services.

"Tax Deduction" has the meaning set forth in Article 6.2.

"Tooling" means all equipment including but not limited to tools, jigs, dies, gauges, fixtures, moulds, patterns, models, samples, devices, drawings and other items, including software, required for the provision of Services and/or production and examination of the Goods (including parts and components of the Goods).

"Trade Secrets" means technical and commercial information that is not publicly known or not readily accessible and therefore of economic value and including information that is marked as Trade Secrets.

2. SCOPE AND APPLICABILITY

- 2.1 These Purchase Terms and Conditions as they may be amended from time to time, shall apply to all orders for Goods and Services placed by RT to the Supplier and intended to be (i) utilized in and/or for RT product(s), which products in their turn may be intended for the supply to RT Customer; and/or (ii) resold to RT Customer. For the avoidance of doubt, these Purchase Terms and Conditions apply also to Off the Shelf Goods.
- 2.2 The Supplier has read and accepts these Purchase Terms and Conditions. Upon conclusion of a Supply Contract according to Article 3.2, but at the latest upon delivery of the Goods and/or Services by the Supplier, these Purchase Terms and Conditions are binding and authoritative for the Supplier.
- 2.3 Supplier's terms and conditions, which add, derogate from and/or are intended to supplement the Purchase Terms and Conditions, shall not apply to the Supply Contract.
- 2.4 In the event of inconsistencies between the contractual documents forming part of the Supply Contract, the documents shall apply in the following order of priority:
 - a) Delivery Schedule;
 - b) Purchase Order;
 - c) Framework Agreement;
 - d) these Purchase Terms and Conditions;
 - e) Specifications;
 - f) RT Standards;
 - g) any other documentation forming part of the Supply Contract.

3. ORDERS

- 3.1 Orders for Goods shall be placed by RT via Purchase Orders or called off via the Delivery Schedules. Orders for Services shall be placed by RT via Purchase Orders. Any order of RT shall be in writing.
- 3.2 The Purchase Order is accepted by the Supplier on the earlier of (i) the Supplier notifying RT in writing of its acceptance; or (ii) the Supplier not objecting to the Purchase Order within ten (10) Business Days from its receipt; or (iii) the Supplier beginning performance pursuant to the Purchase Order, at which point and on which date the Supply Contract is concluded. In case RT and Supplier have executed a Framework Agreement, the Purchase Order becomes binding and the Supply Contract is concluded with RT issuing the Purchase Order to the Supplier.

- 3.3 RT is entitled to cancel any Purchase Order before it is accepted in accordance with Article 3.2.
- 3.4 If the Delivery Schedule is issued as part of the Purchase Order, the order is binding for RT and the Supplier, without need for acceptance by the Supplier, for the quantities defined in the Delivery Schedule under the column "Schedule Details Firm". Quantities of the Goods defined in the Delivery Schedule under the column "Schedule Details Planned" are only planned quantities, not binding for RT, which RT may order beyond the firm quantities with next Delivery Schedule(s).
- 3.5 RT makes no representation, guaranty or commitment to the Supplier to procure a certain volume of the Goods and/or Services, unless otherwise explicitly stated in the Delivery Schedule under the column "Schedule Details Firm". The quantities stated in any requests for quotation and/or any other document forming (or not forming) part of the Supply Contract serve solely as non-binding orientation values, e.g., for the purpose of price calculations, setting up production capacity and do not establish any obligation for RT or its Affiliates to order or to call off such quantities and/or to compensate the Supplier for any cost or loss due to variations in ordered quantities.
- 3.6 Supplier is not granted with any exclusivity right in relation to the supply of Goods and/or Services to RT.
- 3.7 The commissioning of the Supplier to provide the Services consisting in the development of certain products for a particular development phase, does not establish any obligations for RT or its Affiliates to commission the Supplier also with the subsequent development phase(s) and/or with the series delivery.

4. DELIVERY OF THE GOODS AND PROVISION OF THE SERVICES

- 4.1 Deliveries of the Goods must be made by the Supplier in quantities and at delivery dates specified (i) in the Delivery Schedule or (ii) if no Delivery Schedule is issued, in the Purchase Order. For the Services, the Supplier must meet any performance date specified in the Supply Contract.
- 4.2 Delivery dates and quantities are of essence and therefore RT may reject and return at the Supplier's expense and risk any Goods or part thereof received before or after the delivery date or in excess of the quantity specified to be delivered by the concerned delivery date. Partial deliveries are not allowed without previous written agreement with RT. If RT does not return the Goods in the event of early delivery, RT is entitled to store the Goods at the Supplier's expense and risk until the agreed delivery date.
- 4.3 Any expenses, including premium shipping expenses, necessary to meet the required delivery and performance dates shall be the Supplier's sole responsibility. In addition, the Supplier will bear any costs, or damages which RT shall incur as a result of any late deliveries for which the Supplier is responsible, including all costs or expenses resulting from disruptions to RT's production or RT Customer's production facilities (i.e. line shutdowns, off-lined products, etc.).
- 4.4 If the Supplier does not deliver the Goods or does not provide the Services by the date specified in accordance with 4.1, the Supplier shall pay to RT delay penalties in the amount of 1% (one percent) of the net sum of the affected Supply Contract per completed Business Day of delay, but in total not more than 10% (ten percent) of the net sum of the affected Supply Contract, save if higher amounts are agreed between the Parties. The Supplier shall not pay delay penalties if and to the extent it is not responsible for the delay. The right of RT to claim further damages, as well as to exercise other contractual or statutory rights, remains unaffected.
- 4.5 Repeated failure to meet delivery deadlines may result in the termination of the Supply Contract due to the Supplier's breach.
- 4.6 The Supplier shall conspicuously mark and segregate the Goods until delivery. The Goods shall not be commingled with the Supplier's own inventory or other products to be delivered to other customers.
- 4.7 Delivery of the Goods is completed when delivered to RT in line with applicable Incoterms and signed for as received by RT. Signing of delivery note does not constitute unconditional acceptance of the Goods.
- 4.8 Unless otherwise agreed by the Parties in writing, the Supplier shall deliver the Goods (i) for EU delivery - DPU (Incoterm 2020) RT facility as defined in the Delivery Schedule or Purchase Order, (ii) For non-EU delivery - DDP unloaded (Incoterm 2020) RT facility as defined in the Delivery Schedule or Purchase Order.
- 4.9 With each delivery, the Supplier shall secure that:
 - a) it fully complies with the requirements of the Supplier Logistics Manual and/or any other RT requirements with respect to delivery, in particular that the Goods are properly packed and secured;
 - b) the Goods are accompanied by a delivery note indicating the Purchase Order number; and

- c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.10 The Supplier shall make a binding communication to RT of the non-EU preferential and EU preferential origin of the Goods or Services, as well as of any other modification thereof, by submitting the required origin data within 10 (ten) Business Days of the receipt of RT request, but at the latest by the time of the first delivery of the Goods or Services.
- 4.11 The Supplier shall bear its supply chain risk.
- 4.12 In the event of a Critical Supply Situation, the Supplier shall promptly implement all necessary and appropriate corrective measures and notify RT without undue delay. Additionally, the Supplier shall proactively inform RT of any risks that could potentially lead to such situations. If the Supplier delivers in serial production, the Supplier shall implement and maintain (until EOP) a Contingency Plan enabling the Supplier to fulfil the requirements of the Supply Contract without production interruption for RT and RT Customer. Such Contingency Plan shall set out, without limitation: (i) safety stocks and stock conditions; and (ii) business continuity plan, including succession plan. The Supplier shall provide its Contingency Plan to RT upon RT's request.
- 4.13 The Services are deemed completed when accepted by RT. The Parties shall carry out a formal acceptance of the Services through procedure described in Article 8.

5. TRANSFER OF RISK AND OF TITLE

- 5.1 The risk of damage to or loss of the Goods shall pass to RT in line with the applicable Incoterm.
- 5.2 Title to the Goods shall pass to RT upon delivery. No reservation of title to the Goods shall have any effect against RT unless expressly agreed to in writing through the signature of the duly authorized representative(s) of RT. The Supplier shall ensure that no reservation of title claim can be asserted by its subcontractors/suppliers in respect of any part of the Goods so as to enable to transfer full ownership of the Goods to RT.
- 5.3 Neither the Supplier nor its subcontractors/suppliers shall establish or pursue enforcement of any lien rights on the Goods whether statutory or otherwise.

6. PRICE, PAYMENT AND SET-OFF TERMS

6.1 General provisions.

- a) The Price must be clearly stated in the Supply Contract. Unless otherwise agreed, the Price shall be expressed in Euro. No Price increase shall become effective without the prior written consent of RT.
- b) Unless otherwise explicitly agreed in the Supply Contract, the Prices are firm and shall be understood to cover all costs of the Supplier and of its subcontractors and suppliers, including but not limited to those costs necessary for the delivery and import of the Goods from Supplier's subcontractors and suppliers.
- c) Supplier may not refuse to sell Goods and/or Services to RT to force any modification to the Price.

6.2 Taxes and duties.

- a) All amounts payable by RT under the Supply Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Supply Contract by the Supplier to RT, the Supplier shall add the additional amounts in respect of VAT to the relevant invoice.
- b) The Supplier shall be solely responsible for all taxes including deductions and withholdings which may be payable out of, or as a result of the receipt of, any sums paid or payable by RT to the Supplier under the Supply Contract. If RT is required by law or regulation to make any deduction or withholding for or on account of tax or otherwise from any payment to the Supplier under the Supply Contract (a "Tax Deduction") and the Tax Deduction can be avoided or reduced by delivery by the Supplier of certain legally prescribed documentation such as, certificate of tax residency residence, tax forms or similar, then the Supplier shall at its own cost provide RT with such documentation before the payment is due in order for RT to be able to make the payment to the Supplier under the Supply Contract free of such Tax Deduction or by applying the reduced tax rates. If such documentation cannot or has not been provided by the Supplier by the time the payment has been made, then RT will make the Tax Deduction and any payment required in connection with that Tax Deduction within the time and in the amount required by law or regulation. RT shall deliver to the Supplier a copy of an official receipt or receipts issued by the relevant tax authority evidencing that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant tax authority.

6.3 Invoicing. Payment Terms.

- a) Unless agreed otherwise, the Supplier shall invoice RT for the Goods after completion of delivery. The Supplier shall invoice RT for the Service after acceptance of the Services by RT. Supplier's invoice shall comply with the requirements of RT and of the law under which it has been issued and shall among others include:
- RT full corporate name, registered office and VAT number,
 - Supplier full corporate name, registered office and VAT number,
 - RT PO number,
 - RT part number,
 - Supplier delivery note number,
 - date of shipment of the Goods (and delivery location),
 - time and date of Service provision (where applicable).
- b) Invoices shall be submitted to RT in electronic format to the following e-mail address: invoices@rimac-technology.com. RT reserves the right to reject all invoices submitted incorrectly. In such case the payment term shall commence on the day of receipt of the new, due and proper invoice, which meets the defined requirements.
- c) For the calculation of payment due dates, RT is entitled to use the agreed delivery date as the basis for calculating the payment deadline in case of deliveries carried out prior to the agreed delivery.
- d) Unless otherwise agreed, RT shall pay the invoiced amounts within sixty (60) days following the receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- e) Payments made by RT shall not constitute acceptance of the Goods and/or Services as defect-free nor a waiver of any subsequent assertion of claims against the Supplier.

6.4 Set off. Right of Retention.

RT may, without limiting its other rights or remedies, (i) set off any amount owed to it by the Supplier against any amount owed by RT to the Supplier and (ii) retain payment in case of Non-conforming Goods and Non-conforming Services. The Supplier may only be entitled to assert a right of retention or set off against a claim of RT if RT has acknowledged the counterclaim of the Supplier in writing or if this has been established by a non-appealable court decision.

6.5 Security instrument(s).

Unless otherwise agreed in a Supply Contract, advance payments shall be made by RT only against a bank guarantee in the amount of the advance payment issued by the Supplier. In addition, RT may request the Supplier to issue a performance bank guarantee, a warranty bank guarantee, and/or other security instruments, as appropriate. In order for a bank guarantee to be accepted by RT, the bank guarantee has to meet the following criteria: be (i) issued by a first-class bank, (ii) payable at first demand, (iii) irrevocable and unconditional, (iv) issued according to URDG 758 (v) issued with validity period of at least 30 days longer than the deadline for execution of the Supply Contract, and in case of a warranty bank guarantee, until the expiry of the warranty period. The text of the bank guarantee must be approved by RT before issuance.

6.6 Supplier's Competitiveness.

- a) Upon request by RT, the Supplier shall identify and provide RT with sufficient information evidencing Supplier's competitiveness, productivity savings, efficiency and cost improvements during the term of the Supply Contract. An annual cost efficiency plan evidencing Supplier's efficiency improvement during the term of the Supply Contract shall be used for the annual/quarterly Price decrease calculation in the manner and scope aligned and agreed between the Supplier and RT.
- b) If RT receives at any time a more favourable offer from an alternative supplier, RT will inform the Supplier of this circumstance in writing. The Supplier will then be given the opportunity, over a period of three months, to improve the competitiveness by implementing appropriate measures so that it is able to offer to RT equivalent or better terms. Should Supplier fail to match the more favourable offer within 1 (one) month from receiving the written notification, RT is entitled to terminate the Supply Contract concerned with immediate effect.
- c) Any provision and exchange of information and documentation under this Article 6.6 shall be performed in strict compliance with the antitrust laws.

7. TOOLING

7.1 Ownership. Risks.

- a) Unless otherwise expressly agreed in writing, the Tooling shall be and shall remain at all times the exclusive property of RT or RT Customer, respectively. If on the date of termination or expiration of the Supply Contract, the price of the Tooling has not been fully paid by RT to the Supplier, this shall not affect the ownership rights of RT or

- RT Customer on the Tooling, and RT undertakes to pay the balance of the Tooling's price to the Supplier. The Tooling's price includes all costs related to the Tooling, including Supplier's IP Rights, as applicable.
- b) The Tooling shall not be subject to any attachment, charge, lien, claim of title, or procedure of confiscation. The Tooling may neither be sold, nor otherwise passed on or used for third parties in any way without the express written consent of RT.
- c) Tooling shall be properly marked by the Supplier as RT's or RT Customer's exclusive ownership, including, but not limited to, by affixing in a visible manner a plate indicating to whom the Tooling belongs. If the Supplier is not the owner of the premises where the Tooling is stored, the Supplier shall undertake to notify the landlord/other third party about the ownership of RT or RT Customer on such Tooling before the entry into such premises.
- d) As long as the Tooling is in a possession of the Supplier, or is under its control, the Supplier shall bear the risks of loss of and damage to the Tooling and keep the Tooling insured at its replacement value to the benefit of RT and/or the RT Customer.
- e) The Supplier shall provide RT with the count and location of the Tooling for inventory purposes, as per RT's request.
- 7.2 Use.**
- a) Unless otherwise provided for in the Supply Contract, the Supplier shall ship, install and keep the Tooling in its premises at its own expense and risk.
- b) The Tooling shall be used exclusively for the performance of the Supply Contract.
- c) The Supplier shall not modify, destroy, copy, reproduce, or replace the Tooling, or move the Tooling from Supplier's premises, without RT's prior written approval. In any case, the written approval of RT shall not discharge the Supplier of any liability in respect thereof.
- 7.3 Repairs, Maintenance.**
- a) The Supplier shall keep the Tooling in good working conditions and shall make any necessary repair and maintenance of the Tooling, at its own expense, during the term of the Supply Contract and the Spare Parts Period, but for no longer than until the return of the Tooling in accordance with Article 7.5.
- b) The Supplier agrees to promptly inform RT of any malfunctioning or damage caused to or by the Tooling, as well as of any event likely to require the Tooling to be replaced or which could cause a stoppage in the supply of the Goods.
- c) RT shall have the right to enter Supplier's premises during the Supplier's Business Days and working hours, provided that a 24 (twenty-four) hour notice is given, to inspect the Tooling and Supplier's records with respect to the Tooling.
- 7.4 Non-conformities, Damages.**
- If the Supplier is the seller of the Tooling, the Supplier shall be liable for non-conformities and damages in accordance with the provisions set forth in these Purchase Terms and Conditions applicable to the Goods.
- 7.5 Return.**
- a) Immediately upon RT's request, the Supplier will return the Tooling to RT, in accordance with RT's instructions, including but not limited as to the means of transportation and location to which it should be returned to.
- b) In the event of a termination of a Supply Contract attributable to the acts or omissions of the Supplier, the costs incurred in the return of the Tooling will be borne exclusively by the Supplier.
- c) After transfer of the ownership on the Tooling, the Supplier expressly waives: (i) any right to request any additional notice or process relating to RT's exercise of its rights under this Article 7; (ii) any lien or other rights that the Supplier might otherwise have on any of the Tooling including any possessory lien; (iii) any objection to RT repossession and removal of the Tooling for any or no reason.
- 8. PRODUCTION, SAMPLES, TESTING AND APPROVAL**
- 8.1** Supplier shall supply Goods and Services to RT that fully comply with the requirements of the Supply Contract.
- 8.2** Save for what is provided in Article 3.5, the Supplier shall maintain production capabilities and organize its production in accordance with the estimated and non-binding annual and lifetime quantities communicated by RT. The Supplier shall bear its own costs resulting from such circumstances and/or resulting from the maintenance of its production capacity.
- 8.3** A Production Part Approval Process (the "PPAP") shall be successfully completed by the Supplier before the Goods are supplied (i) for the first time, (ii) under a new part number or (iii) after any process modification. The purpose of PPAP is to determine whether all the project and product requirements are met and to check whether the Supplier's production process is able to maintain these requirements during production process. Therefore, an essential requirement for the successful execution of the PPAP process is the evidence of the capability of the production process (qualitative and quantitative) under serial conditions (production tools, production location, production process conditions).
- 8.4** If RT demands initial or test samples of the Goods, the Supplier may only commence production after the written approval of such sample has been issued by RT (upon completion of the testing activities).
- 8.5** Supplier shall test each Goods before the delivery to RT to verify that each such Good conforms to the Supply Contract. RT shall have the right to participate at and observe any testing activities performed by the Supplier.
- 8.6** The Supplier must document all tests (and test results) that are carried out during the performance of the Supply Contract. Such documentation must be kept for the period of time determined in accordance with Article 20 and made available to RT upon request.
- 8.7** In case of non-conformity detected during the testing, Supplier shall be obliged to promptly (not later than within 5 (five) Business Days from such test) inform RT in writing about the identified non-conformity and of possible remedies. In such case, Supplier shall bear the cost of RT's participation in re-testing activities, if any.
- 8.8** For the Services and, where appropriate and required by RT, for the Goods, the testing and approval procedure shall be carried out as a joint inspection and the proceedings and results of the testing and approval procedures are to be recorded in a report that shall be signed by both Parties.
- 8.9** RT's approval or validation of initial samples or reports will not reduce the liability of the Supplier or RT's rights in case of non-conformities. This shall also apply to proposals, recommendations, or other cooperative actions of RT regarding the performance of the Supplier. The Supplier, as an expert in its field, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by RT in the performance of the Supply Contract.
- 8.10** Any change of the production location or of the dispatch location of the Goods requires the prior written consent of RT, which may not be unreasonably withheld. Any costs which are incurred by RT due to Supplier's non-compliance with this provision or otherwise due to a change of location initiated by the Supplier, shall be borne by the Supplier. The Supplier shall inform RT immediately of any relocation in its supply chain in the sense defined above or of any changes in its supply chain, including a change of subcontractor/supplier known to the Supplier.
- 9. CHANGE PROCEDURE**
- 9.1** RT shall have the right to request changes with respect to the Goods and/or Services, including, but not limited to, Specifications, as well as changes regarding date/time and place of delivery, packaging, quality, quantity and means of transportation.
- 9.2** If RT wishes to request a change, it will submit a change request to the Supplier. The Supplier shall employ commercially reasonable efforts to accommodate any change request made by RT.
- 9.3** No change will be effective unless and until the relevant change order is agreed and Purchase Order is issued by RT. Until such time a change order is agreed and Purchase Order is issued in accordance with this change procedure, each Party will continue to perform its obligations under the Supply Contract without taking account of the requested change.
- 9.4** The Supplier is required to suggest a change to RT when such change is: (i) necessary in order to adhere to a change of Applicable Law; (ii) necessary in order to adhere to changes in Specifications; or (iii) useful in order to increase the performance or reduce costs of production.
- 10. REPRESENTATIONS AND WARRANTIES**
- 10.1** The Supplier represents and warrants that the Goods delivered and Services provided to RT (i) shall comply with the requirements of the Supply Contract, including, but not limited to, Specifications, RT Standards, generally accepted industry standards and all Applicable Laws; (ii) shall be fit for the intended purpose; (iii) shall be merchantable, of good material and workmanship and free from defect in material and design (to the extent the design is provided by Supplier, its subcontractors/suppliers, even if the design is approved by RT); and (iv) shall be free from all liens, claims, defects in title, and encumbrances, including claims of Intellectual Property infringement. In carrying out any Services, Supplier shall ensure that the best technical practices, skills, procedures, care, and judgment will be employed.
- 10.2** RT is relying upon the expertise of the Supplier in the selection, manufacture and integration of the Goods or Services. If Supplier is aware that the Goods or Services are not appropriate for the use intended by RT and/or RT Customer or that the compliance with Specifications will result in less than optimal performance of the Goods or Services, Supplier shall immediately notify RT. Supplier shall

- also notify RT if the location or environment of the Goods or Services within the products in which the Goods will be assembled/installed or Services performed will affect their performance or if anything (different than that called out in the Specifications) is necessary for the Goods to perform for the intended use.
- 10.3 All Supplier's warranties will be effective for the longer of (i) the period provided by the Applicable Laws where the products incorporating the Goods are used or Services are used; (ii) the period specified in the Specifications; (iii) the warranty period RT provides to RT Customer; but in any case for a minimum of 8 (years) from the delivery to RT.
- 10.4 Notwithstanding the expiration of the warranty period set forth in Article 10.3, in the event RT and/or RT Customer and/or the manufacturer of the finished product on which the Goods are installed or in relation to which Services were performed, voluntarily or pursuant to a government mandate makes an offer to owners of the finished product(s) to provide remedial action to address a defect or condition that relates to finished product safety or the failure of the finished product to comply with any Applicable Law, safety standard or guideline, whether in connection with a recall campaign or other remedial action (a "Remedial Action/Recall"), the Supplier's warranties shall continue for such time period as may be dictated by RT Customer or by the local or foreign government where the Goods are sold or used and Supplier shall fully comply with the requirements defined herewith. Save for what is provided in Article 15, the Supplier shall be liable for any expenses, costs and damages related to the Remedial Action/Recall to the extent the Remedial Action/Recall is based upon a reasonable determination that the Goods or Services fail to conform to the warranties under the Supply Contract.
- 10.5 The Supplier represents and warrants that it shall obtain and maintain for the duration of the Supply Contract all certifications required under the Supply Contract. The Supplier shall be obliged to provide proof of certification to RT upon RT's request.
- 11. NON-CONFORMITIES**
- 11.1 Within a reasonable period of time upon receipt, RT will conduct inspection of incoming Goods only with respect to externally visible transport damages, the quantity of containers according to the loading list as well as regarding identity deviations of the delivered Goods from the Goods specified in the shipping documents.
- 11.2 RT will notify the Supplier without undue delay of any non-conformity discovered during this inspection. If a defect is discovered later, RT shall notify the Supplier of such non-conformity without undue delay upon discovery.
- 11.3 In case of delivery of Goods not conforming to the requirements of the Supply Contract ("Non-conforming Goods"), RT is entitled to reject the Non-conforming Goods and organize the sorting of Goods, at the Suppliers' expense.
- 11.4 RT reserves the right to reject any Services that are not compliant with the Supply Contract ("Non-conforming Services").
- 11.5 In the event of delivery of a Non-conforming Goods and/or Non-conforming Services, RT shall be entitled to demand subsequent performance, i.e. at RT's option either remediation of the non-conformity or delivery of a replacement Good. Save for what is provided in Article 11.9, the Supplier shall bear all costs incurred by the Supplier, RT, RT Customer in connection with the subsequent performance, in particular transport, travel, labour and material costs or costs for an incoming goods inspection exceeding the usual scope. The same shall apply to any dismantling and installation costs incurred. In the event of the delivery of a replacement Good, the Supplier shall take back the Non-conforming Good at its expenses.
- 11.6 If, for particular reasons of urgency, RT is not in the position (i) to notify the Supplier of the non-conformity and the imminent damage and (ii) to grant the Supplier a reasonable time for subsequent performance without occurrence of the damage, RT is entitled to remedy the non-conformity of the Goods and/or Services itself or have them remedied by a third party at the cost of the Supplier.
- 11.7 If the subsequent performance fails, is not of use for RT, or is refused by the Supplier due to impossibility or significant costs, RT may terminate the Supply Contract, reduce the purchase price, or carry out the repair itself or have it carried out by a third party at the Supplier's expense. The same shall apply if RT had to take back the Goods from RT Customer as a result of a non-conformity or if RT Customer has reduced the purchase price. Further rights by RT, in particular claims for damages against Supplier, shall remain unaffected.
- 11.8 If the Goods under warranty are repaired or replaced or Services reperfomed, a new warranty shall run for a period equal to the initial warranty period.
- 11.9 The Supplier shall compensate RT for all damages and losses incurred by RT resulting from the delivery by the Supplier of Non-conforming Goods and/or provision of Non-conforming Services.
- 12. SPARE PARTS**
- 12.1 Throughout the term of the Supply Contract and for a period of at least fifteen (15) years starting from the EOP (the later period after EOP referred to as "Spare Parts Period"), the Supplier agrees to make available and supply to RT spare parts for the Goods and such parts which are necessary for the functionality of the Goods. The Supplier shall supply to RT spare parts and/or parts which are necessary for the functionality of the Goods at the same price and terms applicable under the Supply Contract for the period of series production, for a period of at least 5 (five) years after the EOP. Thereafter, the price will be agreed between the Parties, however, the Supplier must offer to RT the supply of the spare parts at least for a price that is competitive in the market.
- 12.2 RT shall be entitled to purchase the Goods used as spare parts directly from Supplier's subcontractors/suppliers or from any other third party.
- 12.3 Spare parts shall be manufactured and delivered in accordance with the terms of the Supply Contract and RT aftersales requests provided to the Supplier.
- 12.4 The Supplier agrees to maintain in good condition the Tooling and any other tools and equipment necessary to produce spare parts, as well as all corresponding drawings, designs and manufacturing processes, for the duration of the Supply Contract and the Spare Parts Period.
- 12.5 At the latest by the end of the Spare Parts Period, RT shall be entitled to order a final supply of spare parts at least at the last valid conditions.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 All rights, title and interest in and to the Background Technology are vested in and shall remain vested to its respective authorized holder. The use of RT Background Technology shall be granted to the Supplier to the extent that, and for as long as, is required by the Supplier for the manufacturing and supply of the Goods in accordance with the Supply Contract.
- 13.2 The Supplier shall disclose and specify its Background Technology to RT as soon as reasonably possible, but not later than the conclusion of the Supply Contract insofar and to the extent it is likely that these rights are necessary to be used in the design or manufacture of the Goods and/or provision of the Services. Otherwise, it shall be considered that there is no Supplier's Background Technology in relation to the Goods and Services. If and to the extent that the use of the Supplier's Background Technology is incorporated in, or is indispensable for the use and manufacture of the Goods and Services, RT is hereby granted a royalty-free, non-exclusive, worldwide, permanent, irrevocable and sub-licensable right to use, make and have made the Supplier's Background Technology also by third parties on behalf of RT. The price of the Goods and Services includes the remuneration of the Supplier for the grant of such license.
- 13.3 The Supplier shall grant RT upon provision of the Goods a non-exclusive, irrevocable and permanent right to use the software contained in the Goods without restriction as to location and content, including for any types of use. The right of use shall comprise, in particular, reproduction of the provided software for its contractual use, storage including any necessary installation on IT systems, and the loading, execution and processing of data. The right of use shall include, in particular, the right of third parties to adapt and develop programs that run together with the software on behalf of RT, including for the purpose of enabling interoperability with adjacent systems and programs.
- 13.4 All work results, in particular data or documents, in whatever form, which are created as part of or in connection with use of the Goods and Services shall be the property of RT. RT shall be entitled to all current or future rights to use and exploit them. The Supplier shall not be entitled to use these work results above and beyond the extent required to perform the Service and to provide the Goods. RT shall also have the right to decompile the software contained in the subject matter of the Supply Contract within the statutory law bounds, i.e. if the information is necessary to achieve interoperability and has not yet been readily accessible and the acts are confined to the parts of the original program necessary to achieve interoperability. Upon written request, the Supplier shall provide RT with all the data and information required to enable interoperability with other hardware and software. RT may create and use copies of the software provided to RT for backup and archiving purposes. If RT has obtained software by downloading it online, RT may copy it onto data media. The rights to the software shall then be confined to those for purchase of it on a data medium. License terms of third-party vendors that apply in connection with the subject matter of the Supply Contract must be supplied in full to RT along with the offer for the software before the Supply Contract is

- concluded, otherwise the provisions of these Purchase Terms and Conditions shall apply solely.
- 13.5 In case of manufacture of the Goods or provision of Services by the Supplier based on RT Specifications, all Intellectual Property rights to the Goods and Services shall be vested with RT. If the Supply Contract requires that Supplier develops any Goods and/or Services, and such development is paid for by RT either in full or in part, then all IP Rights in the development results ("Foreground IP") are assigned to and owned by RT. For the case that the Foreground IP is not assigned to RT pursuant to the preceding provisions, RT is hereby granted a royalty-free, non-exclusive, worldwide, permanent, irrevocable and sub-licensable right to use, make and have made the Supplier's Foreground IP also by third parties on behalf of RT if and to the extent that the use of the Supplier's Foreground IP is incorporated in, or indispensable for the use and manufacture of the Goods and the Services.
- 13.6 The Supplier shall indemnify, defend and hold RT and RT Customer harmless and keep RT and RT Customer indemnified from and against any and all liabilities, losses, costs, claims, damages, expenses (including legal fees and expenses, as well as any costs arising from settlement agreements of such claims or actions), suffered or incurred by RT or RT Customer arising from or by reason of any third party claiming that manufacturing, use, possession, sale, licensing or any other kind of use of the Goods and/or Services infringes the Intellectual Property Rights of any third party. Notwithstanding the aforementioned, the Supplier is obliged to inform RT immediately of any such third party rights infringements or allegations of third party right infringements of which the Supplier becomes aware.
- 13.8 In the event of an allegation of infringement of any third party rights, without limitation to any other of RT's rights and remedies, and at no cost to RT, the Supplier shall take all necessary steps to secure a supply and use of the affected Goods and Services by RT without such infringement, for example, by taking license or redesigning or replacing the Goods (according to all contract requirements and qualification specifications) or taking other adequate steps, provided that (i) the replaced or redesigned Goods or replaced or modified Services do not have an adverse effect on any other Goods or Services or RT Background Technology, and (ii) the terms of this Supply Contract will apply to the replaced or modified Goods and Services.
- 13.9 If the remedies specified in Article 13.8 do not avoid or resolve the claim of infringement of Intellectual Property Rights, then RT may terminate the Supply Contract by written notice with immediate effect because of breach by the Supplier.
- 14. TRADEMARKS**
- 14.1 The Supplier shall have no right to use and nothing contained in the Supply Contract shall be construed as conferring on the Supplier any right to use by any means and for any purposes including advertising, promotion, endorsement, association, publication or otherwise any RT trademark or derivative thereof.
- 14.2 Save as expressly provided under the terms of the Supply Contract, neither Party may use the other Party's name or trademarks for any purposes whatsoever without the proprietor Party's prior written consent and under any terms of use of the proprietor Party.
- 15. LIABILITY. INDEMNIFICATION**
- 15.1 If the Supplier breaches an obligation, representation or warranty under the Supply Contract, RT shall be entitled to claim from the Supplier all costs and damages incurred by RT, RT Customer or any third party arising out of the breach.
- 15.2 The Supplier shall indemnify, defend and hold RT, its Affiliates and RT Customer harmless against all costs, damage, liabilities, losses and other expenses occasioned by or arising out of any legal claim for death, personal injury and/or property damage, which results from or is attributable to (a) defective Goods or Services or any product in which this defective Good was assembled (b) Supplier's breach of its obligations under the Supply Contract, (c) intentional misconduct or negligence of the Supplier or (d) Supplier's non-compliance with any applicable law, statutes, regulation, provisions or notices.
- 15.3 If Supplier's employees, agents, subcontractors or other representatives are on RT premises, the Supplier shall be and is responsible for the acts and omissions of its personnel on or in the proximity of RT premises, and shall indemnify, defend and hold RT harmless against liability for damage to property or injury or death to persons (including in- and out-of-court costs, legal fees and expenses) arising out of acts or omissions of its personnel whether pursuant to performance under a Supply Contract or otherwise.
- 15.4 If a third party asserts a claim against RT, which may be the subject of the indemnification provided for in this Article 15, the Supplier shall provide RT with appropriate and reasonable assistance in the defence and prosecution of claims upon RT's request.
- 16. TERM AND TERMINATION OF THE SUPPLY CONTRACT**
- 16.1 The Supply Contract shall remain in force until fully performed by the Supplier in line with the obligations defined therein.
- 16.2 **Termination for convenience.**
RT shall be entitled to terminate the Supply Contract in whole or in part at any time for convenience, i.e. without the need to specify any reason, upon a prior written notice which cannot be shorter than sixty (60) days for the termination of the long-term contractual relationship for the supply of the Goods in serial production. In all other cases, including the Supply Contract for the Services, RT shall be entitled to terminate the Supply Contract for convenience at any time effective immediately upon receipt of a written notice.
- 16.3 **Termination due to special circumstances.**
RT shall have the right to terminate the Supply Contract with immediate effect also with respect to the long term contractual relationship for the supply of Goods in serial production by written notice to the Supplier, in case of occurrence of any of the following special circumstances:
a) in case of Supplier's non-competitiveness after procedure described in Article 6.6;
b) RT Customer terminating the project under which the Supply Contract is concluded;
c) failure by the Parties to agree on the implementation of a change request whereby due to lack of agreement RT has no interest in continuing ordering Goods or Services.
- 16.4 **Reimbursement of costs.**
In case of termination of the Supply Contract pursuant to Articles 16.1 and 16.2 RT will pay to Supplier the Price for all Goods or Services that have been duly delivered to RT under the Supply Contract and accepted by RT prior to the effective date of termination. Where Goods are to be specifically manufactured for RT and where Supplier is not in default, an equitable adjustment shall be made to cover Supplier's actual costs, excluding profit, for work-in-process and raw materials as of the effective date of termination, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the terminated Supply Contract. RT will not be liable for any charges or expenses incurred by the Supplier that are not consistent with RT's Delivery Schedules, nor for any expenses, charges or liability incurred after the effective date of termination. RT will make no payments for finished Goods, work-in-process, or raw materials in amounts in excess of those authorized by RT in a Delivery Schedule or for any undelivered Goods that are in Supplier's standard stock or that are readily marketable. Supplier must submit any claim to RT within 30 days after the date of termination or that claim will be waived. Payments made to Supplier under this Article 16.4 represent the sole responsibility of RT in case of termination of the Supply Contract.
- 16.5 **Termination for breach and for justified cause.**
In addition to the cases listed in other provisions of these Purchase Terms and Condition, RT may terminate the Supply Contract with immediate effect by written notice to the Supplier, and without liability towards the Supplier, if the Supplier:
a) commits a breach of the Supply Contract for which there is no remedy, or
b) commits a breach of the Supply Contract which is remediable but has not been remedied within ten (10) days (or such other deadline specified in the notice by RT;
RT shall in addition have the right to terminate the Supply Contract with immediate effect by written notice to the Supplier, and without liability towards the Supplier, in the following cases:
a) filing of a petition for bankruptcy, prebankruptcy or any other insolvency proceeding against the Supplier;
b) the sale by the Supplier of a business unit or of a substantial part of its assets used to perform the Supply Contract;
c) there is a direct or indirect change of Control of the Supplier to the benefit of RT's Competitor;
d) the Supplier assigns or attempts to assign the Supply Contract without the prior written consent of RT.
- 16.6 If RT is entitled to terminate a Supply Contract in accordance with Article 16.5, then RT may terminate other contracts with the Supplier if a continuance of such other contract(s) would be unreasonable for RT.
- 16.7 In the event of any dispute between the Supplier and RT in connection with the Supply Contract, RT and the Supplier will work to resolve the dispute in good faith, and the Supplier will continue to provide RT with an uninterrupted supply of Goods in accordance with the terms of the Supply Contract. In the event of any uncertainty relating to Supplier's performance or actual or potential delay in the performance of Supplier's obligations under the Supply Contract, RT may require the

Supplier to manufacture and deliver Goods in excess of RT's current requirements in amounts RT determines in good faith, so long as those requirements do not exceed the capacity constraints that Supplier has previously communicated to RT in writing.

17. EFFECTS OF TERMINATION OR EXPIRATION OF THE SUPPLY CONTRACT

- 17.1 On termination or expiration of the Supply Contract, the Supplier shall:
- promptly terminate all work under the Supply Contract (and/or continue to supply any portion of the Goods and/or Services for which the Supply Contract is not terminated);
 - deliver to RT all property owned by RT and all of the Confidential Information, documents and copies thereof in the possession, power, custody or control of the Supplier and shall do all such acts and things and execute all such deeds and documents as RT may require the Supplier to execute in order to transfer or assign to RT such property and such Confidential Information and documents, and not thereafter utilize or exploit the Confidential Information and documents in any way whatsoever, and undertakes and warrants that it shall not thereafter use or exploit the Confidential Information and documents in any way whatsoever;
 - refund any payments made by RT for Goods and/or Services not yet delivered, together with any other amounts that are refundable in accordance with the terms of the Supply Contract;
 - undertake, at no additional cost to RT, to preserve all documents and systems and shall continue to diligently perform all duties and responsibilities, hereunder, provide access, assistance, information and consultation to RT and any successor to the Supplier (if any) as may be necessary for the transition of the Goods and/or Services to RT or any third party supplier or RT Customer.
- 17.2 In connection with the expiration or termination of the Supply Contract in whole or in part, Supplier will cooperate in the transition of supply. If requested by RT, Supplier will continue production and delivery of all Goods and Services as ordered by RT, at the prices and in compliance with the terms of the Supply Contract, without premium or other condition, during the entire period RT reasonably needs to complete the transition to alternate suppliers. Termination of a Supply Contract shall not affect RT's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Supply Contract which existed at or before the date of termination.
- 17.3 Any provision of a Supply Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Supply Contract shall remain in full force and effect.

18. INSURANCE

- 18.1 The Supplier shall have in force and shall maintain at its own cost, throughout the contractual relationship with RT, insurance policies with a reputable insurance provider that cover the risks described in this Article 18.
- 18.2 The insurance policies referred to in this Article 18 shall cover as a minimum the following risks and any insurance cover required under applicable law:
- business liability and general public and product liability insurance with a bodily injury and property damage with minimum coverage, per calendar year and damage event, equal to the amount of ten (10) million EUR;
 - Recall costs coverage insurance with minimum coverage, per calendar year and damage event, equal to the amount of twenty (20) million EUR;
 - employer's liability insurance in accordance with its statutory obligations, if any.
- Such insurances shall be maintained throughout the term of the Supply Contract and for a period of five (5) years following termination or expiry of the Supply Contract. Insurance policy should have minimum five (5) years extended reporting period.
- 18.3 The Supplier shall, within ten (10) Business Days from the receipt of RT's request, deliver to RT documentation proving the Supplier's compliance with the obligations set forth under this Article 18, including, but not limited to, a copy of the insurance policy and/or insurance certificate. If, following a request of RT, the Supplier fails to provide the said documents, RT may do so on Supplier's behalf, so far as it is able to purchase such alternative insurance covers, and recover all costs in doing so from the Supplier.
- 18.4 The Supplier shall promptly give RT written notice in the event of cancellation or any material change in any of the policies referred to this Article 18.2.
- 18.5 Nothing contained in this Article 18 or the terms of any insurance policy or the level of any cover shall relieve, limit or exclude the Supplier's liability under the Supply Contract.

19. SUPPLY CHAIN DUE DILLIGENCE

- 19.1 The Supplier shall implement a due diligence procedure of its supply chain in accordance with Applicable Laws, RT Standards and Specifications.
- 19.2 The Supplier shall, among others, implement supply chain management measures for the Goods that comply with applicable guidance issued by U.S. Customs and Border Protection ("CBP") in furtherance of the Uyghur Forced Labor Prevention Act (Public Law No. 117-78), as it may be amended from time to time, in particular by: (i) implementing policies and procedures, risk-based due diligence, supply chain tracing, supplier audits, and other internal controls designed to prevent and mitigate forced labor risks in Supplier's direct and indirect supply chain for the Goods; and (ii) retaining documentation that traces the supply chain of the products from raw materials to the Goods.
- 19.3 The Supplier shall provide sufficient documentation to RT, upon RT request, regarding Supplier's supply chain management measures, supply chain tracing information and any other information requested by RT to comply with request for information from the RT Customer, or any governmental authority related to the Goods and Services.

20. DOCUMENTATION

- 20.1 The Supplier shall provide RT with all documents, information and Data that are necessary to satisfy any requirement of the Applicable Law(s) and of the Supply Contract and/or are necessary for the performance of the Supply Contract and/or for the use of Goods and Services.
- 20.2 The Supplier shall have to retain quality related records and documents (such as documents regarding production times, production batches, final goods inspection/goods issue inspection, and for the traceability) as well as any and all drawings and documents as may be relevant to safety and development matters. In this context, quality related records and documents shall be subject to a mandatory minimum retention period of thirty (30) years, commencing as of the date of their preparation or to such longer period requested by RT Customer.

21. CONFIDENTIALITY

- 21.1 Each Party shall keep, treat and maintain all Confidential Information that it receives from the other Party securely and strictly confidential and use it only when necessary for the performance of the Supply Contract.
- 21.2 The Supplier shall implement comparable security measures to protect Confidential Information in accordance with Article 27.
- 21.3 Each Party may disclose Confidential Information to those of its relevant Affiliates, employees, officers and professional advisers, on a 'need-to-know' basis provided that recipient is not a Competitor of a disclosing Party and is made aware of the obligation of confidentiality contained within the Supply Contract and is bound to keep any Confidential Information disclosed to him confidential.
- 21.4 The obligations of confidentiality under this Article 21 shall not apply to information that is purported to be Confidential Information but which:
- was already in the public domain at the time of disclosure or subsequently entered the public domain through no fault of the receiving Party;
 - was already in the receiving Party's possession at the time of disclosure;
 - was made available to the receiving Party by a third party without the breach of an obligation of confidentiality; or
 - is required to be made available under applicable law or by any court of competent jurisdiction, by a governmental authority or by any legally binding order of any court or tribunal provided that the disclosure or use is strictly limited only to the extent required and the relevant Party notifies the other Party and makes the person requiring the disclosure of the Confidential Information aware that the information is confidential.
- 21.5 Each Party shall be entitled to seek and apply for the granting of injunctive relief in respect of any misuse or threatened or actual breach by the other Party of this Article 21.
- 21.6 Unless it is required to do so under mandatory laws, the Supplier shall not issue or make any media or press release or other public announcement, statement, document or communication that contains or discloses information which relates or refers to or arises out of the Supply Contract or any matters contained within it including the resolution of any complaints without the prior written consent of RT.

22. AUDITS

- 22.1 At any time during the term of the Supply Contract with appropriate, but at least 2 (two) Business Days prior notice, RT may carry out on-site audit during the Supplier's regular working hours.
- 22.2 Upon RT's request, Supplier shall provide RT with (i) latest audit results, environmental and quality management system

certificates and (ii) its most recent financial reports, including income statements, balance sheets, cash flow statements and supporting data. If Supplier is a publicly traded company, Supplier shall provide such financial report when permitted to do so under applicable laws, rules and regulations.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The terms of any Supply Contract (including these Purchase Terms and Conditions) shall be exclusively governed by the Laws of the Republic of Croatia to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 23.2 Any dispute arising out of or in connection with the Supply Contract shall be referred to the exclusive jurisdiction of the Commercial Court in Zagreb, Croatia.
- 23.3 In the event that a dispute arises between the Parties with regard to the Goods and/or Services, the Supplier shall not be entitled to withhold the supply of Goods or refrain from provision of the Services pending the resolution of such dispute and shall continue to perform its obligations in accordance with the terms of the Supply Contract.

24. NOTICES

- 24.1 Excluding those communications regarding the day-to-day operation and management of the Supply Contract, any formal notice or demand to be served under the Supply Contract shall be in writing and shall not be sent only by email but also by registered post to the Party's registered address. Each Party agrees to notify the other Party of any change to its registered office address in a timely manner.

25. FORCE MAJEURE

- 25.1 Neither Party shall be liable for any delay or failure to perform its obligations under the Supply Contract if such a delay or failure has been caused by a Force Majeure Event.
- 25.2 A Party that is affected by a Force Majeure Event shall give written notice to the other Party providing details about the delay or inability and the nature of the Force Majeure Event in question. A Party experiencing the Force Majeure Event shall use all reasonable endeavours to continue to perform its obligations under the Supply Contract for the duration of a Force Majeure Event and shall include in any notice it gives under Article 25.2 its proposals to overcome such event.
- 25.3 Throughout the duration of the Force Majeure Event, RT may, at its option:
- reduce/cancel to call off the Goods as defined in the Delivery Schedule by such affected quantities, without liability of any nature whatsoever to the Supplier or payment of any compensation;
 - require the Supplier to deliver to RT at RT's expense all finished Goods, work in progress and parts and materials produced or acquired for work under the Supply Contract;
 - have the Supplier provide Goods from other sources in quantities and at a time requested by RT.
- 25.4 As soon as the disruption no longer exists, the original performance obligations must be fulfilled again. Above all, the Supplier shall resupply as soon as possible any undelivered quantities of Goods and Services in coordination with RT.
- 25.5 If the Force Majeure Event prevents either Party from performing any of its material obligations under this Supply Contract for a period of more than 60 (sixty) days, the other Party shall be entitled to terminate the Supply Contract forthwith, without liability towards the other Party, on giving written notice.

26. ASSIGNMENT, SUBCONTRACTING, CHANGE OF CONTROL

- 26.1 Neither Party shall assign any rights or delegate or subcontract any obligations under the Supply Contract, without the prior written consent of the other Party, which shall not be unreasonably withheld. However, RT may transfer the Supply Contract to any Affiliate upon written notice to Supplier. In deviation of the foregoing, a monetary claim can always be assigned to a third party without the consent of the other Party.
- 26.2 The Supplier is fully responsible for its subcontractors and suppliers (in particular, it shall be liable for damages caused by said subcontractors and suppliers). The Supplier shall ensure that its subcontractors and suppliers comply with the requirements of the Supply Contract and that the obligations are passed on accordingly along the supply chain.
- 26.3 The Supplier shall make full disclosure to RT of any conflict of interest it may have in relation to its selection of any subcontractor or supplier.
- 26.4 The Supplier shall immediately notify RT in the event of any direct or indirect change of Control in the Supplier, as well as of any sale by the Supplier of a business unit or of a substantial part of its assets used to perform the Supply Contract.

27. DATA PROTECTION AND SECURITY

- 27.1 If, during performance of its obligations under the Supply Contract, the Supplier would process personal data on behalf of RT within the meaning of Article 28 of the General Data Protection Regulation (EU) 2016/679 - GDPR (hereinafter "Personal Data"), the Supplier shall comply with all applicable requirements of the GDPR provisions.
- 27.2 In that case, processing of Personal Data shall be governed by the data processing agreement which must be concluded between the Parties prior to such processing. In case of discrepancies between provisions of the data processing agreement and these Purchase Terms and Conditions, the data processing agreement shall prevail.
- 27.3 If, during performance of its obligations under the Supply Contract, RT provides the Supplier with access to the information system or to any software-controlled systems which are used by RT or any user in connection with the operation of the information system:
- all access will be strictly limited to (i) that part of the information system as is required for proper performance of its obligations under the Supply Contract; (ii) those of Supplier's personnel who strictly need such access for the proper performance of their duties under the Supply Contract;
 - the Supplier will comply with all reasonable security and other procedures and requirements of RT and RT Customer in relation to any such access.
- 27.4 Without prejudice to its other obligations under the Supply Contract, the Supplier will, in performing its obligations under the Supply Contract (a) comply with the Security Standards; and (b) use industry leading up-to-date technical and organizational measures to appropriately manage all security and privacy risks to any of the RT, or RT Customer's information system, computer systems, equipment, software or data accessed by the Supplier in the performance of its obligations under the Supply Contract and implement appropriate, industry-standard standards, processes and methods to prevent, identify, evaluate and rectify all vulnerabilities, malicious code and other disruptions in the Goods and Service results.
- 27.5 The Supplier shall prove to RT, upon request, compliance with the provisions of this Article 27 by written evidence, including recognised audit reports (such as SSAE-16 SOC2 Type II).
- 27.6 At RT's request, the Supplier is obliged to have a TISAX audit (www.tisax.de) carried out within a reasonable period of time with the TISAX audit objective specified by RT and to provide RT with the result.
- 27.7 In the event that any of the Goods or results of Services are hacked, breached or otherwise compromised in any way by a third party intentionally or unintentionally, the Supplier shall carry out all such remedial actions as may be required to fully resolve such issue and to restore the security of all affected components of the information system. The Supplier shall work 24x7 on such efforts and shall use all its resources to address any such issues within as short a period as possible to enable any affected Goods, Services or information system to be used in a secure and safe manner.

28. ENTIRE SUPPLY CONTRACT

- 28.1 The Supply Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Supply Contract, and it supersedes all prior oral or written agreements between the Parties.
- 28.2 Save for what it is provided in Article 9, any modification or variation of the Supply Contract shall be binding between the Parties only if it is part of a subsequent agreement executed in writing by the duly authorized representatives of the Parties. The same shall apply to the amendments of this written form requirement.
- 28.3 Should any provision of these Purchase Terms and Conditions or any provision of the Supply Contract be or become invalid, this shall not affect the validity of the remaining provisions and of the Supply Contract.