

## MAHLE INDUSTRIAL THERMAL SYSTEMS, AMERICA, L.P.

### SPECIAL CONDITIONS FOR SCHEDULING AGREEMENTS AND PURCHASE ORDERS

To enhance collaboration with our supply base and incorporate the special conditions of industrial business requirements, the applicable MAHLE General Terms and Conditions (the "Terms") are supplemented by the following conditions for deliveries to MAHLE Industrial Thermal Systems North America. Any other terms and conditions from the supplier shall not apply and are expressly rejected. Supplier indicates its acceptance of any obligations contained within a Scheduling Agreement or any other contractual document by: (1) signature; (2) commencement of work in furtherance of the stated obligations; or (3) failure to reject the document as provided for by law.

In deviation and / or addition of the Terms, the following applies:

1. Notwithstanding anything to the contrary in the Terms, the Supplier shall supply spare / service parts for a minimum of 30 years after the end of series production of the provided goods.
2. Any notice of termination given pursuant to this paragraph shall be effective on December 31 of the calendar year immediately following the calendar year in which such notice is delivered. For avoidance of doubt, a written notice of termination delivered on or after January 1, 2024 and on or before December 31, 2024 would be effective on December 31, 2025.
3. MAHLE will inspect the delivery items only with respect to the type and the quantity ordered of goods or items based on the shipping / delivery documents and to determine whether there is an externally visible damage arising from transport. MAHLE shall have no obligation to inspect delivery items for any other damage or defect at the time of receipt. Notwithstanding the foregoing, MAHLE undertakes to promptly notify the Supplier in writing of all defects which are identified in the normal course of business within a reasonable time of such identification. Regarding defects which are not identified within the course of the limited inspection by MAHLE, pursuant to this section, the Supplier hereby waives the objection of delayed notification of defects.
4. After the validity period of agreed prices or an interruption of supply, the last series price shall apply for new deliveries. In the event that Supplier can demonstrate, to MAHLE's satisfaction in its sole discretion, that changes in the basic raw material prices require a percentage price adjustment, the parties shall, in good faith, discuss a price change. Upon MAHLE's request, the Supplier will

disclose his calculation in such case. Price increases are limited to 2.5% per rolling year.

This purchasing document is governed by the Terms and Conditions of Purchase of that country in which the ordering company of the MAHLE Group is based. The Terms and Conditions of Purchase can be found on the MAHLE website at [www.mahle.com](http://www.mahle.com). The Supplier shall comply with the MAHLE Supplier Code of Conduct ("MAHLE Supplier Code") as amended from time to time, which is accessible at:

<https://www.mahle.com/de/about-mahle/compliance/>, and bind its own suppliers to compliance with the MAHLE Supplier Code. Furthermore, MAHLE's Logistic Guidelines and the "General Supplier Guideline" apply in the current version available on [www.mahle.com](http://www.mahle.com).

This purchase document and any dispute arising in connection with this or from its execution shall be subject exclusively to law of the State of Michigan with the exclusion of the UN – Convention on Agreements for the International Sale of Goods - CISG and with exclusion of its conflict of law provisions. Provisions in the warranty agreement and in tooling agreements shall take precedence over the provisions above in the event of conflicts. The state and federal courts of Michigan shall have the exclusive jurisdiction to resolve all disputes that will or may arise from the legal relations between MAHLE and the Supplier or in connection herewith, claims for damages included. Notwithstanding these provisions, MAHLE shall be entitled at its option to assert claims against the Supplier within the jurisdiction where the registered office of the MAHLE entity which is a party to the Order is located and pursuant to the law of said jurisdiction.