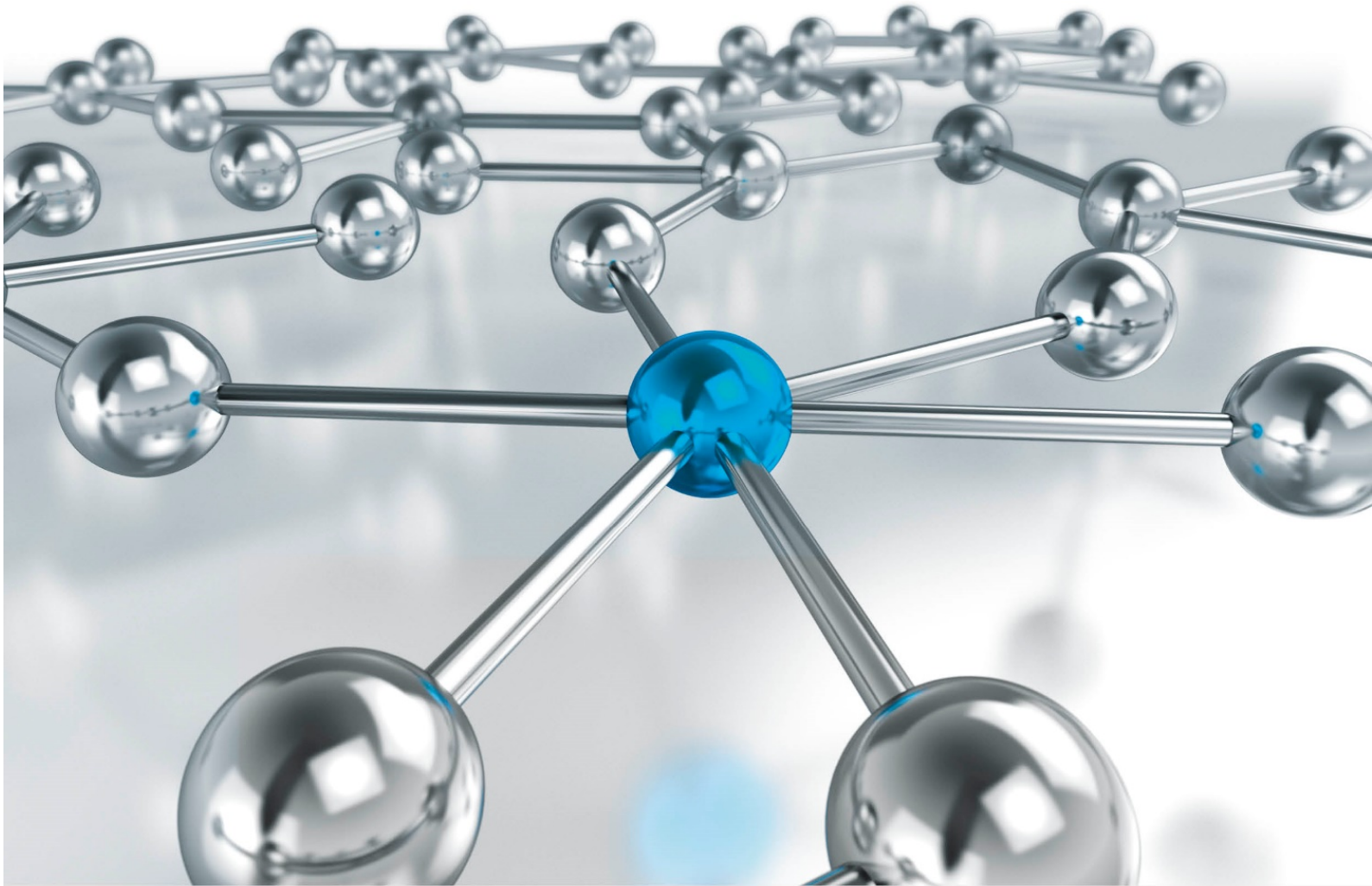


Creating value through partnership

**BOYSEN**  
GROUP



# Global Purchasing

Conditions of purchase

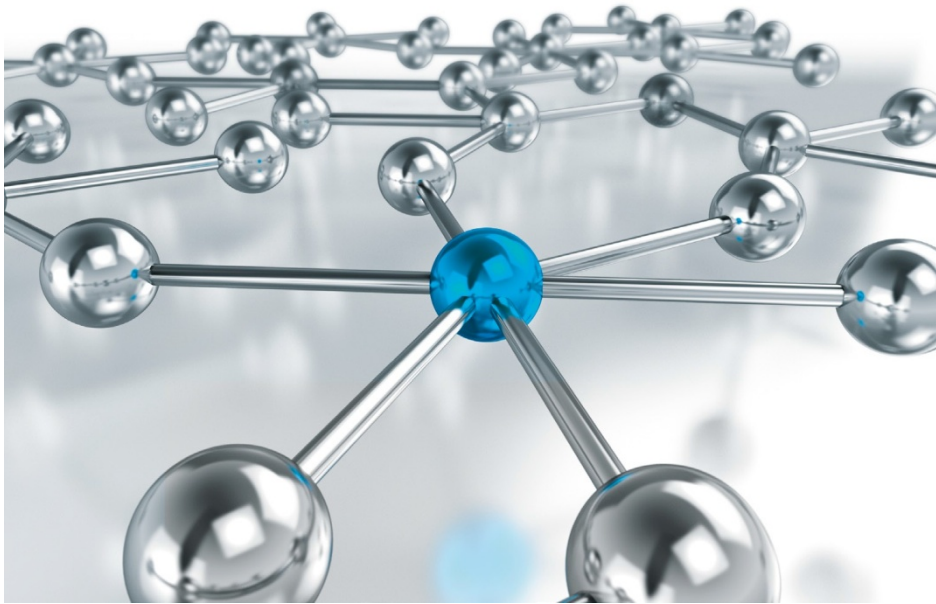
**Rules for suppliers**

Sites: BEM



# Conditions of purchase

Revision 02 – October 2021



# Table of contents

Section 1 Validity – Scope of application – Protective clause _____	4
Section 2 Quotations – Orders – Delivery schedules – Placing orders _____	4
Section 3 Prices – Shipping – Packaging _____	5
Section 4 Invoicing – Payment _____	6
Section 5 Delivery – Delivery time – Transfer of risk – Default in acceptance _____	6
Section 6 Retention of title _____	7
Section 7 Samples – Drawings – Proprietary rights _____	7
Section 8 Tools – Equipment – Models _____	8
Section 9 Quality of the Deliverable – Quality management system _____	8
Section 10 Incoming and outgoing products inspections – Notice of defects _____	9
Section 11 Claims as a result of a material defect or defect of title – Quality guarantee _____	9
Section 12 Product liability _____	10
Section 13 Liability _____	11
Section 14 Force majeure _____	11
Section 15 Third party proprietary rights _____	11
Section 16 Proprietary rights of BOYSEN and the business partner _____	11
Section 17 Spare parts _____	11
Section 18 Confidentiality _____	12
Section 19 Code of Conduct ("BOYSEN Supplier Code of Conduct") _____	12
Section 20 Information about data processing and data protection _____	12
Section 21 Place of jurisdiction – Applicable law _____	13
Section 22 Final provisions _____	13

# PURCHASING | BOYSEN – CONDITIONS OF PURCHASE –

## General terms and conditions of purchase for business transactions of the BOYSEN Group

### Section 1 Validity – Scope of application – Protective clause

(1) These general terms and conditions of purchase for business transactions with Boysen Exhaust Systems de Mexico S.A. de CV (from here on “BOYSEN”) and/or any other company that is part of the corporate business group that BOYSEN belongs to (from here on the “BOYSEN Group”) will apply to all business relations with business partners established within the United Mexican States and/or abroad so long as the business transaction in question impacts and/or is related to the operations of Boysen in Mexico, in particular to the purchase and sale of business partner’s products or services (collectively referred to as “Deliverable”) provided by business partners, regardless of whether the business partner manufactures the Deliverable itself or purchases it from suppliers (“BOYSEN conditions of purchase for business transactions”).

(2) The purchase order (“Purchase Order”) and/or the Delivery Schedule (“Delivery Schedule”) and the BOYSEN conditions of purchase for business transactions (collectively, this “Business Relationship” and/or “Contract”) will apply solely and exclusively on all business transactions BOYSEN or a member of the BOYSEN Group may be a part of. Any deviating, conflicting or supplementary general terms and conditions of sale of the business partner or third parties will not apply, even if BOYSEN does not specifically object to them being valid on a case-by-case basis. The BOYSEN conditions of purchase for business transactions will also apply in the event that BOYSEN unreservedly accepts the delivery or service while being aware of deviating, opposing or supplementary general terms and conditions of the business partner or third parties. Reference to a letter containing or referring to the general terms and conditions of the business partner or a third party will not be deemed to constitute BOYSEN agreeing to the validity of such terms and conditions. Only in exceptional cases will deviating, conflicting or supplementary general terms and conditions of business of the business partner or third parties form part of the contract, and only to the extent that BOYSEN has expressly agreed in writing that they are valid.

(3) Notwithstanding anything herein to the contrary, any individually negotiated contractual agreements made with the business partner on a case-by-case basis (including ancillary agreements, supplements and amendments) shall in any case take precedence over the BOYSEN conditions of purchase for business transactions. The content of agreements of this kind will be governed by a written agreement or written confirmation from BOYSEN. All agreements relating to the conclusion of the contract as well as amendments or supplements to contractual agreements will need to be made in writing and approved by BOYSEN.

(4) The BOYSEN conditions of purchase for business transactions will also apply to all future purchase of products deliveries, performance of services, order confirmations or quotations from BOYSEN's business partners, even if they are not the subject of a further separate agreement.

(5) In the case of framework contracts and continuing obligations, the business partner shall be notified in writing of any amendments to the BOYSEN conditions of purchase for business transactions. They will be deemed to have been approved if the business partner does not object in writing within one month of receiving the notification.

### Section 2 Quotations – Orders – Delivery schedules – Placing orders

(1) Quotations, orders and delivery schedules, as well as amendments and supplements made thereto, shall be made in writing. Oral agreements that are not confirmed by BOYSEN in writing shall not form part of the contract. Orders, delivery schedules, as well as amendments and supplements made thereto, can also be made by remote data transmission or by machine-readable data carriers.

(2) When submitting a quotation, the business partner shall be bound by its quotation for at least one month. Any deviations from the request made by BOYSEN prior to the quotation must be expressly

indicated by the business partner within the quotation from the business partner. Prior to entering into the Business Relationship, the business partner shall notify BOYSEN if a Deliverable is unsuitable for the use intended by BOYSEN and the intended purpose known to the business partner; the same applies, in particular, to risks to safety, health, the environment, and other risks. If the business partner does not fulfil this obligation, the Deliverable shall be deemed not to be in accordance with the contract and BOYSEN shall have no obligation to pay the correspondent quotation.

**(3)** BOYSEN shall not grant compensation or damages for expenses incurred by the business partner in connection with initiating the contract (e.g. carrying out visits or preparing quotations, projects, preliminary studies, samples, etc.) to the business partner. If and to the extent that the business partner incurs expenses of this nature in connection with initiating the contract, these expenses will in no way place any obligation on BOYSEN to place an order.

**(4)** Every order and every delivery schedule must be confirmed in writing by the business partner immediately upon receipt, providing written confirmation to BOYSEN of a binding delivery time and price. BOYSEN is entitled to cancel its order or delivery schedule at any time until the aforementioned written confirmation has been received from the business partner. Changes to the order or the delivery schedule (especially with regard to price and delivery times) shall only be deemed to be effective once BOYSEN has given its prior written approval.

**(5)** The delivery capacity specified in the order and/or delivery schedule must be guaranteed by the business partner on the basis of a production process at BOYSEN's premises of 240 working days per year (48 weeks, 15 shifts per week) with flexibility to make changes of +/- 20% per part number, i.e. the business partner must, for itself and its subcontractors, be able to ensure a delivery capacity with regard to an annual requirement at BOYSEN's premises of + 20% (peak volume) per part number.

**(6)** In the event that changes are made by the business partner with regard to design and form which are not subject to BOYSEN's prior written consent, the business partner shall bear the risk of the Deliverable not being accepted, as well as for any defects or damages these changes may cause. Deviations in terms of quantity and quality in comparison to the text and content of BOYSEN's order or delivery schedule and subsequent changes to the contract shall only be deemed to have been agreed upon if BOYSEN has expressly agreed to them in writing.

**(7)** BOYSEN is entitled to demand changes to the ordered Deliverable in terms of time, location, packaging and production specifications in writing at any time, as far as is reasonable, before the order or delivery schedule is executed and following consultation with the business partner. The business partner must notify BOYSEN immediately of any concerns regarding the changes requested by BOYSEN. In particular, the business partner shall notify BOYSEN of any additional costs. BOYSEN's written consent will amend the contract between the parties accordingly. If no agreement can be reached, BOYSEN will be entitled to terminate the contract. The business partner will not be entitled to make any changes to construction or design compared to previous, similar deliveries and services without the prior written consent of BOYSEN.

**(8)** The business partner shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Contract. Any purported assignment or delegation in violation of this Para. 8 shall be null and void and BOYSEN shall have the right to terminate the Business Relationship. No assignment or delegation shall relieve the business partner of any of its obligations hereunder.

### Section 3 Prices – Shipping – Packaging

**(1)** The price stated on the order or the delivery schedule, as well as the delivery conditions specified therein, are binding. Sales tax must be shown separately and the full price (including all sales tax) must be stated insofar as it is incurred in accordance with the statutory regulations.

**(2)** The business partner shall not grant BOYSEN prices and terms that are less favourable prices and conditions than those for other customers if and insofar as in specific cases these other customers are offering the same or equivalent conditions.

**(3)** Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address specified in the contract, and the packaging. If, by way of exception, it is agreed that the packaging is not included in the price; the business partner shall charge the packaging to BOYSEN at cost price. The business partner shall issue a full credit note when accounting for packaging material that is subject to return. Any shipping charges, in particular incoming freight, shall not be borne by BOYSEN.

**(4)** The Deliverable must be delivered packaged as agreed. The business partner shall ensure that the packaging protects the Deliverable from being damaged. In the event that BOYSEN does not provide any packaging instructions, the Deliverable must be packaged as standard.

#### Section 4 Invoicing – Payment

(1) In the event that invoicing is not carried out as part of what is known as the "self-billing" credit note process, invoices for each order must be issued separately and be sent in duplicate, labelled as original and copy, to BOYSEN's address, the original and the copy having been labelled. The wording of the invoices must correspond exactly to the information on the order or delivery schedule and contain all order details, in particular order number, delivery note number, delivery quantity and price. Unless otherwise expressly agreed in writing, BOYSEN will make payments in Mexican Pesos (MXN) and/or U.S. Dollars (USD), at BOYSEN's discretion, to the bank details provided by the business partner, whereby any fees imposed by the bank of the business partner shall be borne by the latter. Payment will be made, at BOYSEN's discretion, by bank wire transfer and payment is subject to BOYSEN's approval of the invoice.

(2) Unless otherwise agreed within the orders, the agreed price will be due for payment within 30 calendar days of the Deliverable being delivered and rendered in full (including any agreed acceptance) and BOYSEN receiving a proper invoice. This will apply accordingly where partial deliveries are made with permission. The exception to this rule will be tools, devices and models ordered on the basis of a written order. The remuneration provisions for tools, devices and models will, to this extent, be based on the respective individual contracts.

(3) In the event that BOYSEN makes payment within 14 calendar days from the date of the Deliverable being delivered and rendered in full (Products received at BOYSEN's premises) or, if a proper and correct invoice is received after goods are received at BOYSEN's premises, from the date that the invoice is received at BOYSEN's premises (the decisive factor being contractual performance), the business partner shall grant a 2% discount on the net amount of the contractually agreed price shown on the invoice. Time delays caused by incorrect or incomplete invoices will not affect the discount periods.

(4) Parties hereby waive their right to claim the rights granted in Article 362 of the Code of Commerce. Therefore, lack of payment by BOYSEN shall in no case generate interests, whether ordinary, extraordinary and/or default.

(5) In the event that advance payments are agreed with the business partner, the business partner is obliged to provide adequate security at BOYSEN's request, e.g. in the form of an unlimited guarantee from a bank or insurance company.

(6) In the event that the creditworthiness or ability to deliver of the business partner worsens to an extent that this risks the contract not being fulfilled, or in the event that the business partner ceases its deliveries or if insolvency proceedings are opened over its assets, BOYSEN will be entitled to withdraw. The right to withdraw from the contract may also be exercised only in part.

(7) The business partner will not be entitled to assign its claims against BOYSEN or to instruct a third party to collect these claims without BOYSEN's prior written consent, which may not be unreasonably refused. BOYSEN will be entitled to assign, without restriction, all claims and/or rights arising from the Business Relationship with the business partner.

(8) BOYSEN will have, to the extent permitted by law, the right to use offset or right of retention, as well as the right to object to the non-fulfilled contract. In particular, BOYSEN will be entitled to withhold payments due for as long as BOYSEN is still entitled to claims for incomplete or defective services against the business partner. The business partner will have a right to use offset or right to retention only on the basis of legally established or undisputed monetary claims.

#### Section 5 Delivery – Delivery time – Transfer of risk – Default in acceptance

(1) BOYSEN must be notified of each delivery in writing in such a way that on the basis of the order number(s) specified for the respective delivery, BOYSEN has the opportunity to have knowledge of all specifications in relation to the respective Deliverable, in particular those relating to quantity, dimensions and weights, in good time **before** the Deliverable arrives and is able to make appropriate arrangements for receiving the Deliverable. This also applies to any special requirements in relation to receiving the Deliverable, in particular with regard to unloading, transportation and storage at BOYSEN's premises. Any delays, additional costs and damages incurred by BOYSEN as a result of the business partner not complying with these shipping instructions shall be borne by the business partner. In the case of freight shipments, BOYSEN must be sent a shipping notification separately on the day of dispatch.

(2) Delivery shall always be made free of charge to the place of delivery/unloading point designated by BOYSEN. The business partner shall cover the transportation costs, including adequate transport insurance. In the case of what is referred to as additional freight, the additional freight costs must be recorded in accordance with the requirements of quality standard IATF 16949. Each delivery will include a comprehensive delivery note in duplicate, containing BOYSEN's order details (in particular, the order number, part number, batch number, item number, etc.). The delivery note must be placed either underneath the label or underneath the packing paper and must state "Comprobante de Entrega" (Delivery note), so that BOYSEN can determine the contents of the delivery before opening the consignment.

**(3)** The delivery time (delivery date or deadline) specified by BOYSEN on the order or delivery schedule or otherwise applicable in accordance with the BOYSEN conditions of purchase for business transactions is binding. Whether the delivery time has been adhered to will be determined by when the Deliverable is received at the place of delivery/unloading point designated by BOYSEN. In the event that BOYSEN is required to accept the Deliverable, the delivery time will only be deemed to have been complied with if acceptance can take place in reasonable time within the delivery time.

**(4)** In the event of a delivery prior to the delivery date, BOYSEN reserves the right to return the Deliverable at the business partner's expense. If no return is made in the case of a delivery prior to the delivery date, the Deliverable will be stored on BOYSEN's premises at the expense and risk of the business partner until the delivery date. In the event of a delivery prior to the delivery date, BOYSEN also reserves the right to only pay for the Deliverable on the agreed due date and not before. In this case, the basis for calculating the due date will be the delivery date specified on the order or delivery schedule.

**(5)** The business partner shall inform BOYSEN immediately in writing, stating the reasons and time scales, in the event that circumstances arise, or it becomes apparent that the delivery time cannot be observed. The business partner must place an obligation on its subcontractors accordingly. In the event that delivery is delayed, BOYSEN will be entitled to impose a contractual penalty on the business partner amounting to 0.1% of the net price of the Products that relates to the delayed delivery for each commenced working day of delayed delivery. In total, the contractual penalty due to delay in delivery will be limited to 5% of the net price of the goods that relates to the delayed delivery. In the event that delivery is delayed, BOYSEN will also be entitled to the unrestricted statutory claims, including the right to withdraw and the right to compensation in place of delivery once a reasonable period of grace has lapsed unsuccessfully. The business partner is aware that delayed delivery can lead to production downtimes for BOYSEN. It is also aware that BOYSEN delivers to its customers in accordance with the "just in sequence" principle, meaning that delayed delivery can result in BOYSEN's customers making substantial claims for damages and contractual penalties against BOYSEN. Unconditionally accepting the delayed delivery or service does not constitute a waiver of contractual and/or legal claims that are due to BOYSEN due to the delayed delivery or service.

**(6)** In the event that the delivery time is not adhered to due to a circumstance for which the business partner is responsible, BOYSEN will be entitled to a covering purchase once a reasonable period of grace set for the business partner by BOYSEN has lapsed unsuccessfully, in order to avert the risk of consequential damages as a result of the delay. The business partner must cover the ensuing additional costs incurred by BOYSEN.

**(7)** The business partner will not be entitled to make partial deliveries without BOYSEN's prior written consent. In the case that partial deliveries are agreed, the remaining quantity to be delivered must be listed on the delivery note.

**(8)** In the case of the Deliverable being dispatched, the transfer of risk will also only take place at the point in time when the Deliverable is handed over to BOYSEN's premises or to the location designated by BOYSEN and not before.

**(9)** Products will only be accepted during BOYSEN's normal business hours. BOYSEN will be entitled to specify limited time windows for the business partner within which delivery may take place.

**(10)** The statutory provisions will apply exclusively to the occurrence of any delay in acceptance by BOYSEN.

#### Section 6 Retention of title

**(1)** In the event of a retention of title on the part of the business partner, simple retention of title will be deemed to have been agreed. Any expansion or extension of a simple retention of title on the part of the business partner, in particular after processing, combining or blending with other goods, as well as after selling the Deliverable, is inadmissible.

**(2)** The simple retention of title on the part of the business partner will expire upon payment in full of the Deliverables affected by the retention of title and expressly does not refer to any other outstanding claims on the part of the business partner.

#### Section 7 Samples – Drawings – Proprietary rights

**(1)** BOYSEN reserves all property rights, copyright, rights relating to the use of a name and/or trademark rights and rights of retention over all documents (e.g. samples, drawings, illustrations, plans, layouts, tool simulations, concept studies, calculations, etc.) provided to the business partner for the purpose of preparing the quotation and/or providing the delivery that is due under the contract and/or other services. Documents of this kind will only be used in order to prepare quotations or provide the delivery that is due under the contract and/or other services. The business partner may not make the documents accessible

to third parties, nor use them itself or allow third parties to use them without BOYSEN's express written consent. No copies or other duplicates of the documents may be produced unless BOYSEN has expressly agreed to this in writing. The provisions regarding confidentiality pursuant to Section 18 remain unaffected.

**(2)** The business partner must immediately return the documents referred to in Para. 1 to BOYSEN at the business partner's expense as soon as BOYSEN requests that the business partner releases these documents, which BOYSEN will be entitled to do at any time. As soon as the business partner no longer needs the documents for the purpose of preparing the quotation and/or providing the delivery due under the contract and/or another service, the business partner must immediately return the documents at the business partner's expense without BOYSEN having to request that it does so. The business partner must destroy any copies or other duplicates that it makes of these documents at the latest at the point in time at which the documents (originals) are returned.

**(3)** In the event that Deliverables have been developed and/or manufactured on the basis of (i) documents and/or confidential information (in particular expertise) originating from BOYSEN, and/or (ii) tools, equipment and models provided by BOYSEN or tools, provisions and models of this kind have been recreated, these may not be used by the business partner itself, nor be offered, sold or delivered to third parties.

#### Section 8 Tools – Equipment – Models

**(1)** Any Tools, equipment and models provided by BOYSEN to the business partner or made for contractual purposes and invoiced to BOYSEN separately by the business partner shall remain the property of BOYSEN or will become the property of BOYSEN. The business partner must label these tools, equipment and models as the property of BOYSEN and they may only be used for the purposes of fulfilling the contract. Use of any other kind will require BOYSEN's consent.

**(2)** The business partner shall take charge and care of the tools, equipment and models free of charge and shall treat them with the best possible care and use them properly.

**(3)** The business partner also undertakes to maintain and repair the tools, equipment and models free of charge in accordance with generally accepted engineering practice.

**(4)** The business partner shall, at its own expense, maintain and carry comprehensive insurance with adequate insurance coverage with financially sound and reputable insurers against the usual risks, such as fire, water and theft.

**(5)** BOYSEN shall be entitled to inspect the tools, equipment and models at any time, having given reasonable notice.

**(6)** The business partner shall notify BOYSEN immediately in writing in the event that the tools, equipment and models referred to in Para. 1 are damaged, destroyed or lost. The business partner shall do everything in its power to prevent third parties from interfering with property belonging to BOYSEN.

**(7)** The business partner shall, at BOYSEN's request, to hand over the tools, equipment and models referred to in Para. 1 to BOYSEN in good condition and at its own expense in the event that BOYSEN has a legitimate interest in having the tools, equipment and models handed over to it. A legitimate interest will exist in the following cases in particular:

- Insolvency proceedings (including provisional proceedings, where applicable) being opened over the business partner's assets;
- Irrevocable breakdown of price negotiations and agreements for series purchased parts (compared to the market price);
- Persistent failure of the business partner to observe contractual obligations;
- Deterioration in the quality of series purchased parts;
- Persistently poor overall assessment of the business partner (classified "C") and lack of specific suggestions for improvement from the business partner.

**(8)** Tools, equipment and models may only be used for modification, relocation or scrap with BOYSEN's written approval. Tools, equipment and models shall be retained for 15 years.

#### Section 9 Quality of the Deliverable – Quality management system

**(1)** The business partner shall guarantee and ensure that the Deliverable, i.e. in particular all contractually agreed products, services, work, supplies and other services, complies with generally accepted engineering practice, as well as the contractually agreed and/or legally relevant (technical) data, in particular all applicable quality regulations, proprietary rights and other security regulations, and that all supplies and services are in accordance with the latest state of the art technological standards, the relevant legal regulations and the applicable regulations and guidelines set by authorities, professional



associations and trade associations.

**(2)** The business partner shall establish a modern (process-oriented) quality management system, based on ISO 9001 as a minimum, and to demonstrate at BOYSEN's request that this is in place. Unless otherwise agreed between BOYSEN and the business partner, the business partner's ultimate objective will be to comply with the IATF16949 quality standard.

**(3)** Where there is a presumed legitimate interest, BOYSEN will be entitled to review how effective the quality management system is by means of an on-site audit in consultation with the business partner. Only areas in which the business partner has and can demonstrate a legitimate interest in maintaining confidentiality will be excluded from the review.

**(4)** The business partner undertakes to comply with the generally valid AMIA (Mexican Association of the Automotive Industry) regulations in their current version. In the event that deviations from these regulations are necessary or appropriate on a case-by-case basis, the business partner must obtain the prior written consent of BOYSEN for these deviations.

**(5)** Series delivery may only begin once BOYSEN has accepted in writing what are known as the initial samples submitted by the business partner. Irrespective of this, the business partner must itself check the quality of the Deliverables and subject them to a comprehensive initial check. In the event that customers of BOYSEN require other or more extensive quality checks, the business partner shall undertake these at its own expense and in agreement with BOYSEN.

**(6)** The business partner shall sign the BOYSEN Quality Assurance Agreement in its current version.

**(7)** The business partner undertakes, within the scope of financial and technical capabilities, to use environmentally friendly products and processes in its contractually agreed deliveries and other services and in respect of supplies or ancillary services provided by third parties. The business partner is liable for ensuring that the delivered products and packaging materials are environmentally compatible and is liable for all consequential damage as a result of violating statutory obligations pertaining to waste disposal.

**(8)** The business partner guarantees to comply with the relevant environmental protection legislation.

#### Section 10 Incoming and outgoing product inspections – Notice of defects

**(1)** The quality inspection of incoming deliveries by BOYSEN (incoming Products inspection) will, unless otherwise agreed, be carried out exclusively by means of random sampling. In the event that random sampling identifies defective parts, BOYSEN will be entitled to either reject the entire delivery without further investigation or to carry out a further investigation and selection of OK parts at the expense of the business partner. In particular, the business partner authorizes BOYSEN to take the necessary measures to avert risk or minimize damage on behalf and on account of the business partner immediately after the defect becomes known.

**(2)** The business partner shall check the Deliverable prior to delivery in order to ensure that it complies with the specifications specified on the order and is free from defects, whereby this check must be sufficiently documented by the business partner (obligation to carry out an outgoing goods inspection).

**(3)** In any event, notification of obvious deviations in terms of quality and quantity as well as obvious damage to the Deliverable (e.g. transport damage) will be deemed to have been given timely if BOYSEN informs the business partner without undue delay following receipt of the Deliverable at BOYSEN's premises. In any case, notice of hidden material defects will be deemed to have been given timely if the business partner is notified without undue delay following the actual discovery of the material defects.

**(4)** In the event of a complaint, the business partner shall to pay BOYSEN an expense allowance of USD <100,00> for the additional expenses incurred as a result of processing the complaint, e.g. for the notice of defect. BOYSEN reserves the right to furnish proof of higher expenditure.

**(5)** BOYSEN shall have no obligation to inspect incoming products and give notice of defects if the contracting parties have entered into a quality assurance and/or quality management agreement by means of a separate agreement. In such a case, BOYSEN will only be obliged to carry out a security check.

#### Section 11 Claims as a result of a material defect or defect of title – Quality guarantee

**(1)** The business partner must deliver the Deliverable free from material defects and defects of title and must provide any other contractually agreed service free from material defects and defects of title. In the event of material defects or defects of title, BOYSEN will be entitled to all statutory claims to the extent specified below in addition to the contractual claims governed by the BOYSEN conditions of purchase for

business transactions without restriction.

**(2)** In the event that a material defect arises within six months of the risk being transferred, it will be assumed that the Deliverable or the service was already defective when the risk was transferred, unless this assumption is incompatible with the type of Deliverable, the service or the defect.

**(3)** BOYSEN shall be entitled to demand supplementary performance on the part of the business partner, to withdraw from the contract, to reduce the purchase price and to demand compensation for damages or compensation for fruitless expenditure in accordance with statutory provisions. In the context of subsequent performance, BOYSEN will be entitled to demand, at its own discretion, that the business partner rectifies the defect or delivers Products that are free from defects. The business partner is obliged to cover all expenses necessary for the purpose of rectifying the defect, providing replacement delivery or compensation, in particular transportation, travel, labour and material costs. In the event that the business partner fails to rectify the defect or provide replacement delivery within a reasonable period set by BOYSEN, or in the event that it is impossible to rectify the defect, or rectification fails, BOYSEN will be entitled to withdraw from the contract and claim damages. In urgent cases, in particular to prevent acute risks or to avoid major damage, BOYSEN will be entitled, having notified the business partner in advance, to rectify the defect itself or to have this carried out by third parties at the business partner's expense.

**(4)** Acceptance of the Deliverable or approval of submitted samples or specimens does not constitute a waiver of claims. Payments made by BOYSEN do not constitute acknowledgement of the extent to which the Deliverable or service is free from defects.

**(5)** The limitation period for claims on the part of BOYSEN as a result of a material defect or defect of title in relation to the Deliverable will begin when it is delivered (handed over) to BOYSEN or, in the case of a delivery to a third party, to the third party's point of receipt or point of use as specified by BOYSEN. Where acceptance is agreed, the limitation period will begin with acceptance. In the event that the business partner is liable for assembling the Deliverable as well as for delivering it, the limitation period will begin when, having been successfully assembled, the commissioned Deliverable is accepted. In respect of machines and systems, the acceptance date will be determined according to the date specified in BOYSEN's written declaration of acceptance. In the event of a replacement delivery or the defect being repaired, the limitation period for replaced or repaired parts will start again at the time of replacement delivery or when the defect is repaired. This will not apply if the replacement delivery is carried out or the defect is repaired without there being a legal obligation (as a gesture of goodwill).

**(6)** Unless otherwise expressly agreed in writing by BOYSEN and the business partner on a case-by-case basis, the limitation period in the case of material defects shall be 24 months. The limitation period of 24 months will apply accordingly to claims arising from defects of title, whereby the statutory limitation period for material third-party restitution of property claims remains unaffected. Furthermore, claims arising from defects of title shall not be time-barred in any case as long as a third party is still able to assert the right against BOYSEN, in particular in the absence of limitation.

**(7)** Once the business partner has received the notice of defects originating from BOYSEN, the statute of limitations due to a material defect or defect of title will be breached until the business partner either rejects BOYSEN's claims or declares the defect rectified or otherwise refuses to continue negotiations in relation to BOYSEN's claims.

**(8)** Guaranteed characteristics (quality guarantees) will be deemed to be all dimensions on drawings, the technical specifications and all contents of mandatory specifications forming the basis of the contractual relationship. Further guarantees may be agreed by way of individual contracts. For the warranty period, Paras. 5, 6 and 7 will apply accordingly, unless otherwise agreed by way of individual contracts.

**(9)** The business partner shall take out business liability insurance with extended product liability cover including provision for inspection and recall costs to cover risks in the event of a material defect or defect of title, with cover appropriate for each claim, particularly with regard to the risk of damage, and without an annual ceiling on the part of the insurer. The business partner shall provide confirmation of insurance at BOYSEN's request.

## Section 12 Product liability

**(1)** In the event of product liability damages, BOYSEN will be entitled to the statutory claims without restriction.

**(2)** The business partner shall be liable for all claims asserted by third parties for personal injury or damage to property that are due to a defective product supplied by it and shall indemnify BOYSEN from any liability resulting from this towards these third parties. In the event that BOYSEN is obliged to carry out a product recall affecting third parties due to a Deliverable delivered by the business partner being faulty, the business partner shall cover all costs associated with the product recall.

**(3)** The provisions of Section 11 remain unaffected. This applies in particular to the obligation to carry and

maintain product liability insurance pursuant to Section 11, Clause 9.

#### Section 13 Liability

**(1)** BOYSEN will be liable, for whatever legal reason, in the case of intent and gross negligence as well as in the case of loss of life, physical injury or damage to health as well as in all other cases of mandatory legal liability.

**(2)** In the case of a non-intentional or non-grossly negligent breach of material contractual obligations, liability on the part of BOYSEN will be limited to compensation for foreseeable damage typical of the contract, unless there is a loss of life, physical injury or damage to health or a case of other mandatory legal liability. An obligation is a material contractual obligation if it is material to achieving the purpose of the contract, the contract will only be able to be executed properly if it is fulfilled, and the business partner relies or may rely upon this obligation being observed.

**(3)** Liability on the part of BOYSEN is excluded in all other cases.

#### Section 14 Force majeure

**(1)** War, civil war, export restrictions or trade restrictions resulting from a change in political conditions as well as strikes, lockouts, operational disruptions, operating restrictions, epidemic and/or pandemic crisis or similar events that mean BOYSEN is unable to fulfil the contract or it is unreasonable for it to do so will be deemed a force majeure and will release BOYSEN from its contractual obligations for as long as the event exists, in particular, from the obligation to accept the Deliverable on time.

**(2)** In the event that the Deliverable is unable to be promptly accepted by BOYSEN due to a force majeure as well as due to other, unforeseen obstacles or obstacles beyond BOYSEN's control that are affecting acceptance of the Deliverable, the acceptance period will be extended appropriately and there will be no default in acceptance. This will also apply if these events occur at a time when BOYSEN has already defaulted. The contracting partners shall tailor their obligations to the altered contractual relations in good faith. BOYSEN shall be released fully from the obligation to accept the ordered Deliverable or the contractually agreed service and shall to this extent be entitled to terminate the contract if the Deliverable or the other service is no longer usable due to the delay caused to BOYSEN by force majeure, having taken financial considerations into account.

#### Section 15 Third party proprietary rights

**(1)** The business partner guarantees and gives assurance that the Deliverable does not infringe any commercial or other intellectual proprietary rights of third parties in Mexico or in countries in which it manufactures or instigates the manufacture of the Deliverable or components thereof.

**(2)** The business partner is obliged to indemnify BOYSEN from all claims that third parties raise against BOYSEN as a result of commercial or other proprietary rights referred to in Para. 1 being violated, and to reimburse BOYSEN for all necessary expenses in connection with a claim of this kind. This right of indemnification is independent of any culpability on the part of the business partner. In this case, BOYSEN will also be entitled to obtain, at the expense of the business partner, the necessary approval from the owner of proprietary rights of this kind to be able to deliver, commission, use, resell, etc. the Deliverable.

**(3)** All further legal claims on the part of BOYSEN as a result of defects of title in relation to the Deliverable remain unaffected.

#### Section 16 Proprietary rights of BOYSEN and the business partner

**(1)** The business partner undertakes to transfer to BOYSEN all transferable rights to products or work results in connection with the Deliverable that have been individually manufactured or developed for BOYSEN.

**(2)** To the extent that the rights to products or work results referred to in Para. 1 are not, for legal reasons, transferable, the business partner shall grant BOYSEN an exclusive, free, transferable right that is unlimited in terms of time/location to use these products or work results for all types of use.

**(3)** Insofar as products or work results have not been individually manufactured or developed for BOYSEN, the business partner shall grant BOYSEN a non-exclusive, free, transferable right of use that is unlimited in terms of time/location.

#### Section 17 Spare parts

**(1)** The business partner shall keep spare parts relating to the Deliverable for a period of at least 15 years

after the last delivery to BOYSEN.

**(2)** In the event that the business partner intends to discontinue production and/or distribution of spare parts relating to the Deliverable after the retention period specified in Para. 1 has expired, it shall notify BOYSEN of this immediately after the decision to discontinue is made. This decision must be adopted at least 12 months before production and/or distribution actually ceases.

**(3)** If and to the extent that the business partner ceases to manufacture and/or distribute spare parts pursuant to Para. 2, it shall bear the costs incurred by BOYSEN as a result of continuing to safeguard the supply of spare parts, in particular in connection with relocating the production of spare parts to third parties or in-house production, including storage.

#### Section 18 Confidentiality

**(1)** The business partner shall treat all information and documentation that it obtains orally, in writing or in any other form, directly or indirectly as part of the Business Relationship with BOYSEN as strictly confidential and to use them only for the purpose of executing the contract. In particular, the business partner assures BOYSEN that it will neither pass on this information or documentation to third parties nor make them accessible to third parties in any other form and that it will prevent access by third parties to this information and documentation by taking all reasonable and necessary precautions.

**(2)** The business partner may neither, for the purposes of advertising, refer to the fact that the Business Relationship exists, nor put on display Deliverables made for BOYSEN, without BOYSEN's prior written consent.

**(3)** The business partner shall require all its employees, consultants and its own business partners (e.g. subcontractors) to be bound in writing by the confidentiality provisions of this Section 18 and, upon BOYSEN's request, demonstrate that the corresponding contractual undertakings are in place.

**(4)** This obligation to maintain confidentiality will apply throughout the term of the Business Relationship and will remain in full force and effect for a period of 10 years from the date the Business Relationship is terminated.

**(5)** The business partner shall sign the BOYSEN Non-Disclosure Agreement.

#### Section 19 Code of Conduct ("BOYSEN Supplier Code of Conduct")

The business partner and BOYSEN shall sign the BOYSEN Supplier Code of Conduct in its current version and shall use it as a basis for its Business Relationship.

#### Section 20 Information about data processing and data protection

**(1)** Within the context of business relationships with business partners, BOYSEN may collect and process personal data insofar as this is necessary in order to fulfil and execute the Business Relationship and/or there is a legal obligation to do so. In this respect, BOYSEN shall comply with the requirements of the applicable legal provisions, in particular the provisions of Federal Law for the Protection of Personal Data in Possession of Individuals (LFPDPPP).

**(2)** Personal data pursuant to the LFPDPPP is any information relating to an identified or identifiable individual.

**(3)** Personal data will only be passed on/transmitted to third parties if this is necessary for the purposes of the Business Relationship, if there is a legal obligation or if the business partner has consented to the personal data being passed on/transmitted. The personal data that is passed on/transmitted may only be used by the third parties for the purpose of performing their respective tasks. Any other use of the personal data is not permitted.

**(4)** BOYSEN shall not use the business partner's data for advertising, market research or opinion polling purposes without the business partner's prior consent.

**(5)** The business partner is entitled to withdraw its consent to personal data being collected and processed with future effect at any time. Exempt from this withdrawal is personal data, the deletion of which would contravene retention periods based on a statutory regulation and/or based on legal decrees. This also applies to personal data that is necessary for the purpose of fulfilling and handling the Business Relationship with the business partner.

**(6)** BOYSEN shall take appropriate technical and organisational measures to ensure data security and shall keep a record of processing activities on the basis of the relevant statutory provisions.

(7) BOYSEN shall, upon request and if required by law, provide information at any time about the personal data processed in relation to the business partner. The business partner may be entitled to correct, delete or restrict its personal data.

(9) All requests made by the business partner in connection with data protection (requests for information, requests for access, objections, revocation) must be directed in writing, clearly identifying the data subject(s), exclusively to:

**Friedrich Boysen GmbH & Co. KG**  
**Friedrich-Boysen-Strasse 14-17**  
**72213 Altensteig, Germany**  
**Fax: + 49 (0) 7453/20-227**  
**Email: [datenschutzbeauftragter@boysen-online.de](mailto:datenschutzbeauftragter@boysen-online.de)**

#### Section 21 Place of jurisdiction – Applicable law

(1) The exclusive place of jurisdiction for all disputes arising from the Business Relationship, regardless of the legal basis (e.g. contractual, non-contractual/criminal, legal claims), will be the location of the registered office of Boysen Exhaust Systems de Mexico S.A. de CV. However, BOYSEN will also be entitled to bring an action in the location of the business partner's registered office.

(2) The Business Relationship between BOYSEN and the contracting party, in particular the contracts concluded between BOYSEN and the business partner as part of the Business Relationship, will be governed by the laws of Mexico City, Mexico.

#### Section 22 Final provisions

(1) Unless otherwise expressly agreed, the place of fulfilment for the obligation to deliver the Deliverable and/or provide any other service will be the place to which the Deliverable is to be delivered as agreed in the contract and/or the other service is to be provided; if this place is not contractually stipulated, the place of fulfilment will be BOYSEN's registered office.

(2) If individual provisions of these contractual conditions are or become invalid, this will not affect the validity of the remaining provisions. If a partial clause is or becomes invalid, this will not affect the validity of the remainder of the clause insofar as it can be separated from the partial clause in terms of content, is otherwise comprehensible in and of itself and constitutes a remaining meaningful provision in the overall context of the contract.

Friedrich Boysen GmbH & Co. KG  
Friedrich-Boysen Str. 14 - 17  
72213 Altensteig  
Tel. 0 74 53 / 20-0  
Fax 0 74 53 / 20-2 27  
[friedrich.boysen@boysen-online.de](mailto:friedrich.boysen@boysen-online.de)  
[www.boysen-online.de](http://www.boysen-online.de)