

General Terms and Conditions of Purchase and Contract of Sika Automotive Hamburg GmbH

1 SCOPE

- 1.1. These General Purchase Conditions apply to all goods purchased by Sika ("Goods") from Supplier and are incorporated into every Purchase Order issued by Sika to Supplier ("Order") except where Sika and Supplier (each a "Party" and collectively, the "Parties") have concluded a separate written supply agreement. Modifications to these General Purchase Conditions or the Order placed by Sika are only valid, if they have been agreed upon by both Parties in writing. General Sales Conditions of the Supplier only apply if accepted in writing by Sika.
- 1.2. Type of Goods to be supplied, their quantity and their required specifications of the Goods are defined in the Order and/or all other written documentation made available by Sika to Supplier and in Supplier's offer. In case of conflicts between contractual documents of the same nature with respect to the type of Goods to be supplied, their quantity and their required specifications, the document bearing the later date has priority.

2 ORDER

- 2.1. Orders are placed by Sika in writing. Oral orders are only valid if confirmed in writing.
- 2.2. The Order is deemed accepted upon receipt of an according Order confirmation from Supplier or upon beginning of the delivery of the according Goods, whichever occurs earlier. Any and all terms conditions, or provisions specified by Supplier in its acceptance, confirmation or acknowledgement of Sika's Order that change, modify or differ from the terms of the Order and these General Purchase Conditions are rejected and null and void.
- 2.3. Sika reserves the right to request adjustments to Orders. Supplier shall use best efforts to comply with such requests. The Parties mutually agree on any amendments to the Purchase Price, if any, as a result of such adjustments.

3 PURCHASE PRICE AND PAYMENT TERMS

- 3.1. Unless otherwise stated the Purchase Price indicated in the Order includes packaging, all taxes (but with the exclusion of any value added tax, if applicable), fees, duties, delivery charges (in accordance with agreed delivery terms) and any other charges applicable to the deliveries. It also covers all services provided by Supplier under this Order.
- 3.2. Payment terms are as stated in the Order.

4 DELIVERY

- 4.1. Unless agreed otherwise in writing delivery time for the Goods is as stated in the Order. The agreed delivery time is of the essence and Supplier shall be liable for any and all damages, including without limitation consequential damages, incurred by Sika as a result of a delay in delivery. Without limiting its duty to deliver on time Supplier must immediately notify Sika of any circumstances which may delay the delivery of the Goods. Partial deliveries are only permitted if agreed by Sika.
- 4.2. Together with the delivery of Goods, Supplier shall also deliver all technical documentation and certificates as required for the use of the Goods and / or as stated in the Order.
- 4.3. Unless otherwise stated in the Order, delivery term is DDP (Incoterms 2020) to the place named in Sika's order.
- 4.4. Benefits and risk shall pass to Sika upon delivery of the Goods in accordance with the agreed delivery terms.

5 GUARANTEE

- 5.1. Supplier guarantees that all Goods delivered are in conformity with the Order either for the period as stated in the Order or as provided by the applicable law, whichever is longer ("Guarantee Period"). This means that the Goods will be fit for the purpose for which Sika destines them, provided that either the Supplier has been informed of such purpose or the same was otherwise reasonably known to it. Supplier further guarantees that the Goods are in conformity with the agreed specifications and approved samples, that they are of sound workmanship, of good quality and free from faults in design, construction, manufacture and material, that they (and their manufacture and transport to the place of destination) satisfy all mandatory regulations relating to, inter alia, registration, classification, labeling and packaging, valid in the countries of delivery and destination and that they do not infringe any third party's intellectual property rights.
- 5.2. Sika's obligation to inspect the delivered Goods is limited to correct type of Goods and correct quantity. Every inspection and notification of defects by Sika within the Guarantee Period shall be deemed as having been made in time; Sika is not bound to a certain notice period.
- 5.3. If the Goods are not in conformity with the Order, Sika may, at its discretion, require that the defective Goods be repaired or replaced, or that the missing part or parts be delivered, without prejudice to Sika's other rights under these General Purchase Conditions or under the law, including but not limited to right to rescind the Order and the right to claim consequential damages.
- 5.4. In the event of rejection, Sika shall inform Supplier as soon as possible thereof, giving the reason which lead to the rejection. At Sika's discretion, rejected goods will be returned by Sika to Supplier or retained by Sika until Supplier has given Sika further instructions as to their disposal within 5 working days.

6 CONFIDENTIALITY

- 6.1. All data and information obtained from Sika whether verbally or in writing shall be applied by the Supplier for the execution of the Order(s) only. All such data and information shall remain Sika's property and if in written form shall be returned to Sika immediately upon its first request, together with all copies thereof.
- 6.2. All data and information shall be kept in strictest confidence by the Supplier and he shall not refer thereto nor to the fact that he supplies or has supplied Sika in any publications, advertisements or other verbal or written form unless with Sika's prior written approval.

7 IMPROPER PERFORMANCE

Improper performance of the Supplier will render the Supplier in default immediately, without notice of default being required. The Supplier must compensate Sika for all damage resulting from negligence of the Supplier in the performance of the Order or of a wrongful act of the Supplier, which includes all damages incurred by Sika as a result of third party claims.

8 ADDITIONAL PROVISIONS

- 8.1. Late assertion of a right or waiving a right in a particular case shall not be deemed as a waiver of any of Sika's contractual or statutory rights.
- 8.2. The Order may not be assigned to a third party without Sika's prior consent. Notwithstanding the foregoing, it is understood and agreed that Sika shall be entitled to assign the Order to other companies of the Sika Group.
- 8.3. All offers, Orders, contracts and these General Purchase Conditions shall be governed by the material laws of the country in which Sika has its legal domicile. The UN Convention on International Sale of Goods ("CISG") shall not apply. All disputes between Sika and the Supplier that ensue from an Order will be submitted the Court having jurisdiction over Sika, without prejudice to Sika's right to submit a dispute to the court that would be competent absent this clause.

Hamburg, May 2020

Sika Automotive Hamburg GmbH, Deutschland