

General terms and conditions of supply of the MAHLE group companies (AVLB 01-2020)

I. Application of the GTCSS

1. The following General Terms and Conditions of Sale and Supply (GTCSS) apply to all business relationships between customers (hereinafter referred to as "Customer") and the respective MAHLE company. The GTCSS apply only to entrepreneurs within the scope of their commercial or self-employed operations (Section 14 of the German-civil Code (Bürgerliches Gesetzbuch – BGB)).

2. The GTCSS apply, in particular, to any agreements for the sale and/or supply of Goods (hereinafter referred to as "Goods") produced by MAHLE or purchased from external suppliers. The GTCSS, as amended from time to time in their respective valid version and within their scope as a general agreement, also apply to any future agreements for the sale and/or supply of Goods with the same Customer without MAHLE having to make reference thereto in each individual case. The GTCSS correspondingly apply to work and services provided. For work and services provided, the approval of work and receipt of services shall replace the approval of Goods supplied.

3. The Customer acknowledges and accepts the GTCSS by receiving MAHLE's confirmation and/or approving the ordered Goods. MAHLE herewith explicitly rejects any deviating or additional general terms and conditions of the Customer. They shall not become part of the agreement, neither by accepting the order nor through any other implied action.

4. Individual agreements concluded with the Customer on a case-by-case basis that deviate from these GTCSS (including addendums, amendments and additional agreements) shall take precedence over these GTCSS at all times. Such agreements shall only be binding by a written contract and/or written confirmation from MAHLE.

5. Legally relevant declarations and notifications that the Customer is to provide to MAHLE subsequently to the agreement being concluded (e.g. notifications of defect, deadlines, declarations of withdrawal or abatement) shall be submitted in writing to become effective.

6. Any rights of MAHLE in accordance with legal provisions or other agreements in addition to the GTCSS shall remain unaffected. Any references to the applicability of legal provisions shall be for clarification purposes only. Even without such clarification, the legal provisions therefore apply, unless they are directly amended or excluded in these GTCSS.

II. Conclusion of the agreement (offers, offer documentation, order confirmation)

1. Offers made by MAHLE shall be binding and remain valid 14 days, unless stated otherwise in the offer. The same shall apply if MAHLE provides the Customer with technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards), catalogs, and other product de-

scriptions or documents, in any type of format including in an electronic format.

2. MAHLE reserves all property rights, copyright and other proprietary rights in technical documentation (e.g. drawings, plans, computations, calculations), catalogs, other product descriptions, and other documents. The Customer may only transfer such documentation to third parties with explicit prior written consent from MAHLE, regardless of them being explicitly marked as "confidential". The Customer shall return all documents to MAHLE immediately upon MAHLE's request once they are no longer required during the course of ordinary business.

3. A supply contract is only concluded once MAHLE confirms the order in writing, but no later than with delivery of the Goods to the Customer. Order confirmations via automated equipment without signature and name shall be deemed to be written. If MAHLE can prove that it has sent a declaration per fax or remote data transfer by presenting a send report, it shall be assumed that the Customer received the declaration.

III. Delivery period and delay

1. The delivery period shall be agreed on an individual basis.

2. Agreed delivery periods and deadlines shall commence and MAHLE shall comply with them, once all technical queries are clarified and any obligations by the Customer to cooperate, particularly the timely receipt of all items, documents, approvals, inspections, releases and compliance with agreed payment conditions, are met. The delivery period shall be extended appropriately if these conditions have not been properly met, and, in particular, have not been met on time. Any delivery dates shall be postponed accordingly. This shall not apply if MAHLE is responsible for the delay.

In case of a failure to comply with the delivery deadlines or dates due to acts of force majeure and other disruptions outside of MAHLE's control, such as war, terrorist attacks, and strikes, including strikes affecting suppliers, the agreed delivery periods shall be extended accordingly. Delivery dates shall be postponed accordingly.

3. In the event of MAHLE being unable to meet binding delivery periods and dates for reasons outside of its scope of responsibility (unavailability of services/Goods), MAHLE shall notify the Customer of such fact immediately and at the same time announce the expected new delivery periods. If the service/Goods remains unavailable even within the new delivery period, MAHLE may withdraw from the contract, in whole or part thereof, and reimburse any remuneration already paid by the Customer with undue delay. Within this meaning, unavailability of the service/Goods shall be, in particular, inaccurate, particularly late, deliveries to MAHLE made by MAHLE's suppliers, unless a congruent covering transaction has been concluded with such supplier. Such transaction shall be deemed to have occurred if MAHLE has a supply contract with the Customer

on the date the contract is concluded, which under objective inspection is designed to ensure that if everything proceeds smoothly, MAHLE will be able to supply Goods and services to the Customer with the same level of assurance as has been contractually agreed. This shall not affect any further claims of the parties.

4. Partial deliveries are permissible, unless such deliveries – taking MAHLE's interest into account – are deemed unreasonable for the Customer.

5. MAHLE reserves the right of excess or short delivery of up to 15%.

6. In the event of the Customer violating obligations to cooperate, MAHLE may give preference to other orders by third parties and extend the delivery period or date accordingly. Notwithstanding any further claims, MAHLE may assert a compensation claim for damages thus incurred, including any additional costs, unless the Customer is not responsible for the violation of the obligations to cooperate.

7. For any delay the statutory provisions shall apply. In any case, however, the Customer shall issue a warning. Compensation of any loss of profit and damages resulting from interruption of business by MAHLE shall be excluded. In the event of slight negligence, compensation for damages shall be limited to additional freight costs, upgrade costs, as well as additional costs for covering purchases if the period of grace expires without the situation being rectified or the Customer is no longer interested in the delivery.

IV. Delivery, risk transfer, Goods approval, delay of Goods acceptance

1. Unless stated otherwise in the order confirmation, Goods shall be delivered ex works (EXW in accordance with Incoterms 2020) to a destination stated in the offer or order confirmation. The Goods may be dispatched to a different destination at the Customer's request and cost (Sale by Dispatch). Unless otherwise agreed, MAHLE may determine the type of dispatch (particularly transport companies, transport path, packaging).

2. The risk of accidental destruction and deterioration of the Goods shall be transferred to the Customer no later than as soon as the Goods have been handed over to the person performing the transport or have left MAHLE's plant / warehouse for the purpose of dispatch. If an acceptance of the Goods has been agreed, risk shall transfer at the time of the acceptance. Notwithstanding, the statutory provisions applicable to works and services shall also apply accordingly to the agreed acceptance of Goods. Delivery or acceptance shall be deemed to have taken place if the Customer is in default of acceptance.

3. In the event of the Customer being delayed with the Goods acceptance, failing to cooperate, or if delivery by MAHLE is delayed for other reasons, MAHLE shall store the Goods at the risk and cost of the Customer. In the event of the Goods accep-

tance being delayed, MAHLE may request compensation for any damages incurred as a result, unless the Customer is not responsible for the delay in accepting the Goods, as well as compensation for additional costs (e.g. warehousing costs). The warehousing costs shall be charged at a lump sum of 0.5% of the net price of the Goods included in the delivery (delivery value) per calendar week started. This shall not affect MAHLE's right to prove that higher warehousing costs have been incurred as well as the legal claims and rights (particularly for the reimbursement for additional costs, reasonable compensation, termination). However, the lump sum shall be offset against any further claims. The Customer may provide proof that MAHLE has not incurred any damages, or damages that are significantly lower than the above lump sum. The obligation to reimburse additional costs and lump sum warehousing costs shall also apply if the Customer violates obligations to cooperate of the delivery is delayed for other reasons, unless the Customer is not responsible for the violation of the obligations to cooperate or the other reasons. Further claims shall remain unaffected, even in the event of violations of obligations to cooperate and delays for other reasons.

V. Prices, dispatch, payment conditions

1. The prices applicable at the time of delivery plus respective statutory sales tax shall apply. MAHLE reserves the right to adjust the prices accordingly in the event of costs decreasing or increasing after the contract has been concluded, e.g. due to collective bargaining agreements being concluded or the prices of materials changing. MAHLE shall provide the Customer with proof of such developments on request.

2. In the event of Sale by Dispatch, the Customer shall bear the transport costs ex work as well as the costs for any transport insurance requested by the Customer. The Customer shall pay any customs duties, fees, taxes, and other public levies.

3. Unless otherwise agreed, payments shall be due as follows:

Within 30 days from date of invoice. For contracts with a net delivery value in excess of EUR 100,000, however, MAHLE may request an advance payment of one third of the net purchase price. The advance payment shall be due within 14 days from date of invoice. Payments shall be made by bank transfer. The timeliness of the payments shall be determined by the date on which payment is received by MAHLE.

4. The Customer shall be deemed as having defaulted on payment if the above payment period expires without payment being received. In the event of late payment, MAHLE may charge interest in the same amount that would be charged by a bank, but no less than 9 percentage points above the base rate published by the European Central bank within the meaning of Section 247 BGB. MAHLE reserves the right to assert further claims for damages incurred by such default. Claims for interest (Section 355 HGB) against business persons shall remain unaffected.

5. In the event of the Customer having defaulted on payment, MAHLE may, without waiving its claims, take back the Goods until full payment has been received or withdraw from the contract. MAHLE further may retain all deliveries or services until full payment has been received. This shall not affect any further claims.

6. The Customer may only offset undisputed counterclaims that have been acknowledged by MAHLE or have been finally adjudged by a competent court. The Customer may only assert the right to retention if its counterclaims are based on the same contractual relationship.

7. In the event of MAHLE being obliged to provide Goods and services in advance and it becomes apparent after the contract has been concluded that MAHLE's payment claim is endangered by the Customer's inability to pay, MAHLE may refuse to provide Goods and services in accordance with applicable statutory provisions. MAHLE may grant a reasonable period of grace in which the Customer is to pay the remuneration or provide securities for each individual item or service of its choice. If such period of grace expires without the Customer rectifying the situation, MAHLE may withdraw from the contract and claim compensation in accordance with applicable statutory provisions. This shall not affect any further rights of MAHLE to refuse the provision of services or retain Goods.

VI. Packaging

1. MAHLE may choose the packaging materials as well as type of packaging.

2. Transport and all other single-use packaging in accordance with the Packaging Ordinance (Verpackungsverordnung) are invoiced, become the property of the Customer and will not be returned. The Customer shall clean any multi-use packaging and return it to MAHLE immediately.

VII. Retention of title

1. MAHLE reserves the title to all Goods delivered until full payment of the purchase price and all receivables from the business relationship with the Customer has been received (Retained Goods). In the event of an open account, the Goods subject to retention of title shall also be used as security for the balance receivable. The Customer shall treat the Retained Goods with care for as long as MAHLE retains the title thereof. The Customer shall, in particular, insure the Retained Goods against damage from fire, flooding and theft at its replacement value. The Customer shall provide proof of such insurance immediately upon MAHLE's request. The Customer herewith already assigns all compensation claims arising from such insurance to MAHLE: MAHLE shall herewith accept this assignment. In the event of such assignment being impermissible, the Customer shall herewith instruct the insurer to make any payments due to MAHLE only. This shall not affect any further claims of MAHLE.

2. The Customer shall process or reform the Retained Goods for MAHLE only. The Customer's remainder (right conferring prospective entitlement) in the Goods subject to retention of title shall continue in the processed or reformed Goods. If the Goods are processed or reformed together with other items not belonging to MAHLE, the latter shall acquire proportionate co-ownership in the new items that matches the ratio between the value of the Goods delivered and the other processed items at the time of processing or reforming. The same shall apply if the Goods are merged or mixed with items not belonging to MAHLE so that MAHLE loses its full ownership in them. The Customer shall store the new items for MAHLE. Furthermore, the same provisions as for Retained Goods shall apply to the items created through processing and reforming as well as merging and mixing.

3. The Customer may sell the Retained Goods during the course of ordinary business. In other respects, the Customer shall not pledge the Retained Goods, hand them over as securities or dispose of them in any other way that would endanger MAHLE's ownership therein. The Customer herewith assigns to MAHLE all receivables plus all ancillary rights arising from the sale of the Retained Goods that are due from the Customer's customers, regardless of the Retained Goods being sold in a processed or unprocessed condition. In the event of the Retained Goods being sold together with other Goods that do not belong to MAHLE, the Customer assigns to MAHLE the portion of the receivable arising from the sale that corresponds to the amount invoiced for the Retained Goods. In the event of the Retained Goods that only partially belong to MAHLE being sold, the portion of the receivable arising from the sale shall be determined on the ratio of MAHLE's share in their title. MAHLE herewith accepts such assignment. In the event of an assignment being legally invalid, the Customer shall instruct the third-party debtor to make any payments due to MAHLE only.

4. The Customer shall remain entitled to collect the receivables arising from the sale assigned to MAHLE fiduciary and in its own name. This entitlement may be revoked. The collected amounts shall be forwarded to MAHLE immediately. MAHLE may revoke the Customer's authorization to collect receivables and sell the Retained Goods for good cause, particularly if the Customer fails to meet its payment obligations to MAHLE, defaults on payment, ceases to make payment, or if an application to open insolvency or similar proceedings regarding the Customer's assets is submitted by the Customer, or an application to open insolvency or similar proceedings regarding the Customer's assets for debt settling purposes is submitted by a third party and rejected on the grounds of insufficient assets. The claims assigned to MAHLE shall be explicitly excluded from any blanket assignments by the Customer.

5. Upon MAHLE's request, the Customer shall inform its customers immediately about the assignment and provide MAHLE with all information and documents required by MAHLE for collection.

6. MAHLE shall release the securities to which MAHLE is entitled upon the Customer's request if their recoverable amount, taking into consideration the valuation discounts commonly applied by banks,

exceeds the receivables to be secured by more than 10%. The valuation shall be assumed to be based on the invoice value of the Retained Goods and the nominal value of receivables. MAHLE may select the individual Retained Goods to be released.

7. If the Retained Goods are seized or MAHLE's rights are impaired in any other way by third parties, the Customer shall notify MAHLE immediately in writing and provide all information required, inform the party seizing the Goods or third party immediately of the retention of title, and cooperate in MAHLE's measures to protect the Retained Goods. If the party seizing the Goods or third party is unable to compensate MAHLE for the legal fees and out-of-court costs for asserting MAHLE's retention of title, the Customer shall compensate MAHLE for the resulting losses, unless the Customer is not responsible for the violation of obligation.

8. In the event of a violation of the contract, particularly the Customer's payment default, MAHLE may, notwithstanding its other rights, withdraw from the contract after a reasonable period of grace granted by MAHLE. The Customer shall grant MAHLE, or MAHLE's representatives, access to, and release, the Retained Goods. MAHLE may use the Retained Goods otherwise to satisfy its receivables due from the Customer after giving timely notice of such intentions.

9. If, in the event of deliveries to other jurisdictions, binding legal provisions of the respective country do not recognize a retention of title within the meaning of this Section VII. Paragraphs 1-8, or such provisions for the retention of title do not provide the same level of security than in the Federal Republic of Germany, the Customer herewith grants MAHLE a corresponding security interest. The Customer shall cooperate in all measures required to grant MAHLE such security interest immediately. The Customer shall cooperate in all measures required and useful to ensure the effectiveness and enforceability of such security interests.

VIII. Customer's claims for defects

1. The statutory provisions apply to the Customer's claims for defects, unless stated otherwise below.

2. The Customer may claim for a defect provided that the Customer has checked the Goods delivered on receipt, insofar as reasonable through test processing or use, and has notified MAHLE in writing of any apparent defects immediately upon receipt. Hidden defects shall be reported to MAHLE in writing as soon as they are discovered. The Customer shall provide MAHLE with a written description of the defects in its report.

3. If the Goods delivered are defective, MAHLE may choose to subsequently repair them or deliver non-defective Goods. The defective Goods shall be returned to MAHLE immediately upon request and at the Customer's cost for testing purposes. MAHLE shall pay the costs for the supplementary performance, particularly costs for transport, travel, labor, and materials. If replacements are delivered, the Customer shall return the defective Goods to

MAHLE in accordance with the statutory provisions. They shall become the property of MAHLE.

4. If the supplementary performance has failed, or a period of grace to be granted by the Customer for the supplementary performance has passed without the supplementary performance being executed, and/or if such period of grace does not have to be granted in accordance with the statutory provisions, the Customer may choose to withdraw from the contract or reduce the purchase price, notwithstanding any compensation claims for damages or expenses. The same shall apply of the supplementary performance is unreasonable for the Customer or is delayed past a reasonable period of grace for reasons outside MAHLE's scope of control. However, the right to withdraw from the contract shall not exist, in particular, in the event of an insignificant defect.

5. Claims for defect shall not exist if the defect is the result of a violation of operating, maintenance, and installation instructions, unsuitable or unprofessional use, or use that exceeds the requested and tested use, insufficient validation by the Customer, storage, or careless handling and natural wear and tear, as well as interference with the Goods by the Customer or third parties.

6. The Customer's compensation claims for expenses instead of damages instead of the fulfillment of the contractual obligation shall be excluded, unless a reasonable third party would have also incurred such expenses.

7. MAHLE provides no guarantees, particularly none regarding quality and durability, unless otherwise agreed in writing on a case-by-case basis.

IX. Property rights – legal defects

1. Section VIII of these GTCSS shall apply accordingly if the use of the Goods results in a violation of industrial property rights or copyrights (hereinafter referred to as Property Rights).

2. The Customer shall notify MAHLE about any risks of a violation as soon as they become apparent (particularly regarding Property Rights asserted by third parties) or alleged violations. The Customer shall further support MAHLE in defending the asserted claims to a reasonable extent.

3. Claims for defect on the grounds of a violation of Property Rights shall only exist if (i) at least one Property Right from the family of Property Rights published by the European Parliament or the Federal Republic of Germany, France, Great Britain, Austria or the USA, has been violated, (ii) the Property Right is not, or has not been, owned by the Customer and/or a company in which the Customer holds a direct or indirect majority share or voting right, (iii) MAHLE remains entitled to implement all protective measures, including out-of-court settlements, and (iv) the violation is not caused by the Customer modifying the Goods without consent or using the Goods in a manner that has not been contractually agreed.

4. Claims of the Customer on the grounds of a violation of Property Rights shall be excluded, if (i) the Customer is responsible for the violation of Property Rights, (ii) MAHLE manufactured the Goods in accordance with specifications or instructions of the Customer or drawings, models or similar descriptions provided by the Customer and is not aware, or did not have to, or could not, be aware, in connection with the Goods developed by MAHLE that these would violate Property Rights, (iii) the (alleged) violation of Property Rights results from the use in conjunction with any other items not originating from MAHLE, or (iv) the Goods are used in a manner that MAHLE was not aware of nor could have predicted.

X. Statutes of limitation

1. The claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise agreed below.

2. The statutes of limitation for claims for defect shall become time-barred one year from delivery of the Goods, unless the Goods are purchased as consumer goods at the end of the supply chain. The period of one year shall also apply to claims arising from tortious acts based on defective Goods. The limitation of one year shall not apply to MAHLE's unlimited liability for damages arising from the violation of a guarantee or injury to life, body and health, acts of malicious intent and gross negligence, and product defects, or if MAHLE has guaranteed delivery. Any statement issued by MAHLE regarding a claim for defect asserted by the Customer shall not be regarded as consent to participate in proceedings regarding the claim or the underlying circumstances of the claim if MAHLE rejects the claim for defect in full.

XI. Liability

1. MAHLE shall be liable for damages arising from the violation of a guarantee or injury to life, body and health. The same shall apply to acts of malicious intent and gross negligence or if MAHLE has guaranteed delivery. MAHLE shall only be liable for acts of slight negligence if material obligations have been violated that arise from the nature of the contract and that are of particular importance for the fulfillment of the contractual purpose. In the event of such obligations being violated, delay, and impossibility, MAHLE's liability shall be limited to damages that typically can be expected within the scope of this contract. This shall not affect any mandatory product defect liability.

2. In cases where MAHLE's liability is excluded or limited, this shall also apply to the personal liability of MAHLE's employees, representatives, and vicarious agents.

3. When determining the claim amounts, the financial situation of MAHLE, type, scope, and duration of the business relationship, any contributions of the Customer to the causes and/or responsibility in accordance with Section 254 BGB, and particularly unfavorable circumstances for the installation of the delivered Good shall be appropriately considered in

favor of the supplier. In particular, the replacement services, costs, and expenses to be borne by MAHLE shall be reasonable in relation to the value of the delivered Good.

XII. Confidentiality

1. All business information of a commercial or technical nature (including characteristics that can be derived from any items or software provided, and other knowledge or experiences) shall not be disclosed to third parties for a period of five years from the date they were handed over, as long and insofar as they are not evidently public knowledge or publicly accessible, become public knowledge or publicly accessible without this being the responsibility of the receiving party, have been developed by the receiving party independently and without recourse to information provided, or have to be disclosed on the grounds of a binding order of an authority or court, subject to the transferring party having been informed without undue delay and in advance of such disclosure obligation, and within the own business shall only be provided to persons who have to be involved for their use and who have also been obliged to maintain confidentiality to the same extent as the parties, and shall remain the exclusive property of the party from which the information originates. Such information shall not be copied or used outside the respective project without prior written consent by the transferring party. Upon request, all information received (including any copies or records made) and loaned items shall be returned in full to the other party or destroyed without undue delay. This shall not apply to automatically prepared routine backup copies of the electronic data transmissions whose access has been permanently destroyed as well as to information and copies thereof which the respective other party is obliged to retain according to applicable law.

Associated Companies within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (Aktiengesetz - AktG) shall not be determined as third parties within the meaning of this provision as long as the disclosure of information received is necessary to fulfil obligations arising from the respective project and if such associated companies enter into similar non-disclosure obligations prior to receipt of such information. The respective party shall be responsible for any violations of these provisions committed by its associated companies.

2. MAHLE reserves all rights in the information stated in Section XII. Paragraph 1 (including copyright and the right to register commercial property rights, such as patents, design patterns, etc.).

XIII. Data privacy

1. The parties shall comply with the applicable provisions of data protection law, particularly the General Data Protection Regulation (GDPR), when performing the contract and instruct their employees to also comply with these provisions.

2. The parties shall process the personal data received (particularly the names and contact details of the respective contact persons) exclusively for the

fulfillment of the respective contract and shall protect such data by implementing technical and organizational security measures that shall be adjusted to comply with the latest state of technology (Art. 32 GDPR). The parties undertake to delete the personal data as soon as processing is no longer required. This shall not affect any statutory retention periods.

3. In the event of MAHLE processing personal data by order of the Customer within the scope of the performance of the contract, the parties shall conclude an agreement for such order processing activities in accordance with Art. 28 GDPR.

4. The Customer has read and acknowledged the information on data processing for customers and the Customer shall also forward this information to its employees whose data is transferred to MAHLE for the purpose of processing an order. Information on data processing is available at <https://www.mahle.com/de/datenschutz/>.

XIV. Data use

1. Within the meaning of this provision, "Data" refers to all information that is recorded or produced by the Goods and/or resulting from the use or operation of the Goods.

2. MAHLE herewith grants the Customer, in return for a reasonable remuneration, access as well as the permanent, irrevocable, non-exclusive, worldwide right (i) to store, use, copy and publish (collectively referred to as "Use") the Data for any purpose in connection with the typical Use of the Goods, and (ii) to transfer the Data to third parties for Use in the name of the Customer, subject to the Customer implementing all measures within its power at all times to ensure that such Data is compiled in a manner that prevents MAHLE and any individual Data source from being personally identified in accordance with the laws applicable to the company or person providing such Data.

XV. Export control

1. Supplies and services (i.e. the fulfillment of contracts) are subject to the fulfillment not being restricted by national or international regulations, particularly export control regulations and embargos or other restrictions.

2. The parties shall provide any information and documents required for export/inland transport/import accurately, complete, on time and free of charge.

3. Delays caused by export controls or approval processes shall take precedence over the specified deadlines and dates, unless MAHLE is responsible for them.

4. In the event of obtaining licenses required for certain items being impossible, the contract shall be deemed not to have been concluded for the affected items. This provision shall not be subject to the validity or legal enforceability of the ruling on the rejection of the export or transfer. In such case, failure to obtain licenses or non-compliance with deadlines

shall not be regarded as grounds for compensation claims, unless such failure or non-compliance is caused by an action of one of the parties.

5. The Customer shall undertake to MAHLE to refrain from trading the Goods delivered by MAHLE to a customer in cases where such trading violates the applicable export control regulations. In each case of violation of the export control regulations, MAHLE may terminate, or withdraw from, the contract and the Customer shall hold MAHLE harmless of all third-party compensation claims raised on the grounds of such violations of the export control regulations and compensate MAHLE for all intangible and tangible expenses and losses, particularly fines and punitive damages.

XVI. Place of fulfillment, place of jurisdiction, governing law, severability clause

1. Unless otherwise agreed, the place of fulfillment for deliveries shall be the place from where MAHLE delivers its Goods and services.

2. If the Customer is a business person, legal entity under public law, or an administrator of assets under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for MAHLE's registered place of business. However, MAHLE may also initiate proceedings against the Customer before any other competent court.

3. The contract is exclusively governed by German law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

4. Should a provision of the GTCSS, in whole or part thereof, be or become ineffective or impracticable or should these GTCSS be found to contain an omission, this shall not affect the remaining provisions and/or the remaining part of the provision. In such case, MAHLE and the Customer shall replace the ineffective or impracticable provisions with an effective or practicable provision which comes closest in meaning to the economic purpose of the ineffective or impracticable provision. In the case of an omission, the provision which comes closest in meaning to the intended purpose of these GTCSS had the parties thought about the matter in the beginning shall apply.