

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

§ 1 Scope of application, form

(1) These Purchase Order Terms and Conditions ("PO Terms") apply to all business relations between us and our affiliated companies ("Cummins") and our business partners and suppliers ("Supplier"). These PO Terms shall only apply if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

(2) The PO Terms shall apply in particular to contracts for the sale and/or delivery of movable goods ("Products"), irrespective of whether the Supplier manufactures the Products himself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the PO Terms in the version valid at the time of the Cummins purchase order or, in any case, in the version most recently communicated to the Supplier in text form, shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) These PO Terms shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if we accept the Supplier's deliveries without reservation in the knowledge of the Supplier's general terms and conditions of business.

(4) Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these PO Terms. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements. In particular, the provisions of a written supply contract shall take precedence over the provisions of these PO Terms in the event of contradictions in content. Information on our purchase orders shall take precedence over these PO Terms in the event of contradictions/deviations in content.

(5) Legally relevant declarations and notifications of the Supplier in relation to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

(6) References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these PO Terms.

§ 2 Conclusion of contract

(1) The purchase order constitutes an offer by Cummins to purchase the Supplier's Products in accordance with these PO Terms. Our purchase order shall not be binding until it has been submitted or confirmed in writing. The Supplier shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the purchase order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Supplier is obliged to confirm our purchase order in writing within a period of two days or to execute it without reservation, in particular by dispatching the Products (acceptance). A delayed acceptance shall be deemed to be a new offer and requires our acceptance.

(3) We shall be entitled to withdraw from the contract at any time by written declaration stating the reason if we are unable to use the ordered Products in our business operations due to circumstances occurring after conclusion of the contract for which the Supplier is responsible (such as e.g. failure to comply with statutory requirements) or if the Supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

§ 3 Delivery time and delay

(1) The delivery time stated by us in the purchase order is binding, unless the delivery time has been agreed otherwise. The Supplier is obliged to inform us immediately in writing if he is likely to be unable to meet agreed delivery times - for whatever reason.

(2) If the Supplier does not perform his service or does not perform it within the agreed delivery time or if he is in default, our rights - in particular to withdraw from the contract and to claim damages - shall be governed by the statutory provisions. The provisions in paragraph 3 remain unaffected.

(3) If the Supplier is in delay, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by the delay in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the Products delivered late. We reserve

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

§ 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without our prior written consent, the Supplier shall not be entitled to have the performance owed by him rendered by third parties (e.g. subcontractors). The Supplier shall bear the procurement risk for his services, unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Supplier shall deliver the Products FCA Supplier's facility (INCOTERMS 2020), unless otherwise indicated in the Cummins purchase order or otherwise agreed in the contract. All delivery terms will be interpreted in accordance with the INCOTERMS 2020.

(3) The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any delays in processing and payment resulting from this. Separated from the delivery note, a corresponding dispatch note with the same content must be sent to us.

(4) The risk of accidental loss and accidental deterioration of the Products shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the case of an acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier must also expressly offer us his service if a specific or determinable calendar period has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to an unacceptable item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and payment terms

(1) The price stated in the purchase order is binding. All prices include statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, storage, transport costs including any transport and liability insurance).

(3) Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before the expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest on maturity. The statutory provisions shall apply to default of payment.

(5) We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective performance against the Supplier.

(6) The Supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

§ 6 Confidentiality and retention of title

(1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall not expire until and insofar as the knowledge contained in the documents provided has become generally known.

(2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

the Supplier for production. Such items must - as long as they are not processed - be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of objects provided by the Supplier shall be carried out for us. The same shall apply in the event of further processing of the supplied Products by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the Products in accordance with the statutory provisions at the latest upon further processing.

(4) The transfer of ownership of the Products to us must take place unconditionally and without regard to the payment of the purchase price. If, however, we accept in individual cases an offer of transfer of title from the Supplier conditional upon payment of the purchase price, the Supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered Products. In the ordinary course of business, we shall remain entitled to resell the Products in advance of payment of the purchase price and to assign the resulting claim (alternatively, the simple reservation of title extended to resale). This excludes all other forms of retention of title, in particular the extended, the forwarded and the extended retention of title to further processing.

§ 7 Defective deliveries

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the Products (including incorrect and short delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in the event of other breaches of duty by the Supplier, unless otherwise provided for below.

(2) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Products have the agreed quality at the time of the transfer of risk to us. In any event, those product descriptions and specifications which - in particular by designation or reference in our purchase order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these PO Terms shall be deemed to be an agreement on quality. It makes no difference whether the product description originates from us, the Supplier or the manufacturer.

(3) We shall not be obliged to inspect the Products or to make special enquiries about any defects at the time the contract is concluded. Partially deviating from § 442 para. 1 sentence 2 BGB (German Civil Code), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

(4) For the commercial obligation to examine and give notice of defects, the statutory provisions (§§ 377, 381 HGB) shall apply with the following proviso: Our obligation to examine shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during our quality control by random sampling. Insofar as acceptance has been agreed, there is no obligation to examine the Products. Otherwise, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Irrespective of our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be prompt and timely if it is sent within 14 working days of discovery or, in the case of obvious defects, of delivery.

(5) Subsequent performance shall also include the removal of the defective Products and their reinstallation, provided that the Products have been installed in or attached to another object in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of testing and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests for the removal of defects shall remain unaffected; however, in this respect we shall only be liable if we have recognised or grossly negligently failed to recognise that there was no defect.

(6) Notwithstanding our statutory rights and the provisions in para. 5, the following shall apply: If the Supplier fails to meet his obligation to provide subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If the subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.

(7) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

(8) Notwithstanding the foregoing, we have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with Cummins upon reasonable notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, Cummins will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by Cummins and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. Cummins is entitled to set off the resulting amounts owing from Supplier to Cummins against any amounts owed to Supplier from Cummins (debits issued to the Supplier) following agreement with Supplier. If Cummins and the Supplier do not agree on the costs to be borne by the Supplier, the decision will be escalated internally by Cummins. If the parties cannot reach agreement following such escalation, each party has the right to use the dispute resolution mechanism set forth in these PO Terms or as agreed in the contract.

§ 8 Supplier recourse

(1) In addition to claims for defects, we shall be entitled without restriction to our legally determined rights of recourse within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB). In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement) that we owe to our customer in the individual case. Our legal right of choice (§ 439 para. 1 BGB) is not restricted by this.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB), we shall notify the Supplier and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing proof to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the defective Products have been further processed by us or another entrepreneur, e.g. by installation in another product.

§ 9 Product liability; Insurance

(1) If the Supplier is responsible for a product damage, he shall indemnify us from third party claims to the extent that the cause is within his sphere of control and organisation and he is liable himself in the external relationship.

(2) Within the scope of his obligation to indemnify, the Supplier must reimburse us for expenses pursuant to §§ 683, 670 BGB (German Civil Code) which arise from or in connection with a claim by third parties, including recall actions carried out by us. We shall inform the Supplier - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a lump sum coverage of at least 5 million EUR per personal injury/property damage. The interest of Cummins shall be noted on the policy and Cummins shall be scheduled on an Indemnity to Principals clause. The Supplier shall send us a certificate of insurance at any time upon request.

(4) The Supplier shall waive and cause its insurers under the above policies to waive for the benefit of Cummins any right of recovery or subrogation which the insurer may have or acquire against Cummins or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies. This does not apply to the gross negligence or wilful misconduct of Cummins.

(5) The Supplier shall furthermore take out public liability insurance with a lump sum coverage of at least 1 million EUR including personal injury and property damage.

(6) As far as transportation or warehouse services are concerned, the Supplier shall also take out cargo liability and warehouse legal liability with a lump sum coverage of at least 1 million EUR each.

§ 10 Intellectual Property

(1) In accordance with paragraph 2, the Supplier shall be responsible for ensuring that no intellectual property rights of third parties in countries of the European Union or other countries in which he manufactures the Products or has them manufactured are infringed by the Products he supplies.

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

(2) The Supplier is obliged to indemnify us from all claims which third parties make against us on account of the infringement of intellectual property rights referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the Supplier proves that he is neither responsible for the infringement of intellectual property rights nor should have been aware of it at the time of delivery if he had exercised commercial care.

(3) Our further legal claims due to defects of title of the Products delivered to us shall remain unaffected.

§ 11 Spare parts

(1) The Supplier is obliged to keep spare parts for the Products delivered to us for a period of at least ten years after the last delivery.

(2) Upon the expiration of this ten (10)-year period, Supplier undertakes an obligation to provide Cummins with written notice twelve (12) months prior to Supplier reducing or relinquishing its ability to supply the Products in accordance with Cummins' needs, and Supplier will afford Cummins the right to make one or more final bulk purchases at the last known price (unless otherwise agreed) or provide Cummins with the drawings and supplier information to continue the purchase of the respective product. If the Supplier intends to discontinue the production of spare parts for the Products delivered to us, it shall notify us immediately after the decision on discontinuation has been made. This decision must - subject to para. 1 - be at least twelve (12) months before production is discontinued.

§ 12 Statute of limitations

(1) The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise provided for below.

(2) Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year period of limitation shall apply accordingly to claims arising from defects of title, whereby the statutory period of limitation for real claims for restitution of property of third parties (§ 438 para. 1 No. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a period of limitation - against us.

(3) The limitation periods of the law on the sale of goods, including the above extension, shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply here, unless the application of the limitation periods of the law of sale leads to a longer limitation period in an individual case.

(4) Upon receipt of our written notification of defects by the Supplier, the limitation of warranty claims shall be suspended until the Supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless we had to assume, based on the conduct of the Supplier, that the Supplier did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 13 Compliance with laws

(1) In connection with the contractual relationship, the Supplier shall be obliged to comply with the relevant legal provisions applicable to him. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The Supplier shall ensure that the Products delivered by him meet all relevant requirements for placing them on the market in the European Union and the European Economic Area. On request, he shall provide us with proof of conformity by presenting suitable documents.

(3) The Supplier shall make reasonable efforts to ensure that his sub-suppliers comply with the obligations of this § 13 which apply to the Supplier.

§ 14 Compliance with Cummins Policies

The Supplier agrees to conform to the Cummins Environmental Policy and to the procedural requirements associated with the Cummins Environmental Management System. The Supplier shall ensure it understands its obligations under the Cummins Environmental Management System and assumes responsibility for the consequences of departing from specified procedures. Supplier shall comply with (i)

CUMMINS – [GERMANY] – PURCHASE ORDER TERMS AND CONDITIONS (DIRECT)

Cummins Supplier Code of Conduct, (ii) Cummins Corporate Environmental Policy and Environmental Standards, (iii) Cummins Supplier Handbook, (iv) Cummins standard supplier chargeback policy (called Supplier Accountability for Material Non-Conformance (MNC) Disruptions), (v) Cummins Green Supply Chain Principles, and (vi) Restriction of Prohibited Materials. Link to access these policies can be found at <https://supplier.cummins.com> or <https://ecollaborate.cummins.com/sites/CSP/Pages/Supplier-Accountability-for-Material-Non-conformance-Disruptions.aspx>. To obtain further information, please refer to supplier.cummins.com or email supplier.compliance@cummins.com.

§ 15 Governing law and Jurisdiction

(1) These PO Terms and the contractual relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered business seat in Groß-Gerau. The same applies if the Supplier is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these PO Terms or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

(3) These PO Terms apply from 1 January 2021.

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