

MANN+HUMMEL Middle East FZE

1.	Subject and definition		
1.1	The following terms and conditions of purchasing apply exclusively for the production and supply of non-production materials, investments, tools and for the performance of services of the supplier to MANN+HUMMEL Middle East FZE.		incorrect order information or incorrect or incomplete invoice addresses to the suppliers.
	In addition, the conditions regulated in Appendix 1 apply for the production and supply of machines, equipment and tools.		
	Appendix 2 is relevant for the performance of information technology services.		
1.2	These terms and conditions of purchasing also apply if the supplier refers to its own terms and conditions, in particular when accepting the order or in the order confirmation. Supplier conditions or differing agreements shall only apply if we have acknowledged them in writing. Neither our silence nor the acceptance of the service nor payment for the service may be deemed as acknowledgement.	3.4	If possible and necessary, the supplier shall enclose a delivery note with each delivery of goods. In addition to the normal information, this shall include our order number and state the delivery amount in the units of measure we stated in the order. If we have distributed an article over several items in the order then this distribution must be adopted accordingly in the delivery note and the invoice.
		3.5	If no special agreement has been made then payment shall be made via bank transfer 30 days net after the receipt of the invoice at MANN+HUMMEL. If the payment is made within 20 days, 3 % cash discount will be deducted.
		3.6	Payments from us do not represent acknowledgement of proper contractual performance by the supplier.
		3.7	Without our prior written consent the supplier is not entitled to cede its receivables against us or have them collected by third parties. If the supplier cedes its receivables against us without our consent then the cession shall still be effective. However we may choose to make performance to the supplier or the third party with discharging effect.
2.	Ordering, Order confirmation	4.	Deadlines, default
2.1	Contracts, orders, agreements or amendments must be made in writing in order to be binding. Communication sent by fax, e-mail or other telecommunications (EDI, Web-EDI) shall also be considered written communication. A signature on our part is not required. Deviations from agreements that have been made and our orders shall only be effective once our prior written consent has been given.	4.1	Agreed performance deadlines and periods are binding. The contractual service must be performed or supplied to us or to the recipient specified by us; otherwise the supplier shall not be considered to have complied with the performance deadline or period. Exceeding the agreed performance deadlines or periods shall result in the supplier being in default without this requiring a reminder.
2.2	The acceptance of our order must be confirmed in writing with a statement of our complete order data in the form we have specified. If the supplier does not accept the order within 10 days of receipt, we shall be entitled to cancel.		
2.3	Quotations from the supplier are binding and will not be remunerated unless an agreement to the contrary has been made.	4.2	The supplier must inform us immediately in writing of an identifiable delay in their service or delivery with a statement of the reason and the anticipated duration of the delay.
3.	Prices, payment conditions, invoices		
3.1	The agreed prices and remuneration rates are fixed prices and include recurring travel costs and times, costs for material and use of the supplier's test systems unless an agreement to the contrary has been made. They are understood to be exclusive of VAT.	4.3	If the supplier is in default then, provided that nothing to the contrary is agreed, 0.5% per commenced week of default shall be calculated as a contractual penalty for the delivery or service that is in default, however this shall be a maximum of 5% of the total order value. MANN+HUMMEL reserves the right to any further claim for compensation due to default, in which case the contractual penalty shall be counted against this. If the contractual penalty is not enforced immediately by MANN+HUMMEL after the start of default, this shall not mean that enforcement of the contractual penalty has been waived and instead MANN+HUMMEL shall be entitled to still enforce the contractual penalty on/before the final payment or to offset it against the final payment provided that and to the extent that a final payment has been agreed.
3.2	If a total price has been agreed and an amendment of the service is agreed after the contract has been concluded which leads to a reduction in the scope of service then an amended total price shall be agreed based on the base price used for the contract price in consideration of the reduced costs. The same applies in the event of an increase in the scope of services agreed after the conclusion of the contract if the supplier has made a written reference to the need for a price adjustment before the agreement of the amendment leading to the increase.		
3.3	When preparing invoices, our complete order data (order number, date, delivery note number) must be stated. If necessary, a copy of the acceptance record or the report must be enclosed with the invoice as an appendix. These must be signed and have legible names included. If this condition is not fulfilled then the supplier shall be responsible for any resulting delays in invoice processing and settlement. Invoices must be made out and sent to the invoice address stated on the order. We reserve the right to return invoices with incomplete or	5.	Employees of the supplier, subcontracted suppliers
		5.1	The supplier has specialist and disciplinary managerial authority over its employees. This applies even if contractual services have to be carried out on our premises due to the specific project. The " <u>guideline for external contractors MHG-HS-I-0011</u> " applies for all services on our premises. The supplier must comply with instructions on plant security.
		5.2	We shall be entitled to expel the supplier's employees and agents from the premises or to deny them access at any time if this seems to be appropriate to us for safety reasons, in particular as a result of the behaviour

	of the person in question. The supplier must replace the person in question at its own cost.		must, if necessary and agreed, be recorded in minutes to be signed by both contractual partners.
5.3	The personnel used by the supplier should only be changed in exceptional circumstances. We must be given prior written notification of this change. In the event of a change in personnel the supplier must ensure that this does not result in any disadvantages in the duty of care for us.	7.	Travel expenses If no special agreement has been made then each party shall bear the travel costs of its own employees itself.
5.4	If an employee used by the supplier for contractual performance needs to be replaced with another employee due to reasons for which we are not responsible then the induction period shall be at the supplier's expense.	8.	Statutory provisions, regulations The supplier itself shall ensure compliance with the relevant valid statutory provisions and official regulations, in particular the relevant applicable safety and preventative regulations. Furthermore, the supplier shall obtain the permits, licenses, certifications and authorizations as may be required for his performance of sales and services at supplier's own responsibility and expense.
5.5	The supplier may not assign any part of its rights and obligations or use subcontracted suppliers or other third parties, unless with our prior written consent at our sole discretion. Even with such consent, supplier remains responsible and liable for the acts and omissions of such subcontracted suppliers and third parties as if these were its own acts and omissions. MANN + HUMMEL, by contrast, has the right to assign any of its rights and obligations hereunder to, and/or perform any part of these terms or purchase agreements through an affiliated party, without any consent of supplier. To the extent required, supplier hereby grants such consent.	9.	Code of conduct for suppliers The supplier shall observe the MANN+HUMMEL Code of Conduct when performing its deliveries and services. The supplier pledges to safeguard human rights, comply with labour standards and not to tolerate discrimination or forced/child labour. The supplier confirms that it does not tolerate any form of corruption or bribery. The supplier will also demand that its subcontracted suppliers comply with the Code of Conduct. The MANN+HUMMEL Code of Conduct can be downloaded from www.mann-hummel.com . If the supplier culpably infringes these obligations then, without prejudice to other claims, MANN+HUMMEL shall be entitled to withdraw from the contract or to terminate the contract.
5.6	The supplier is obliged only to use employees for whom it complies with tax and social security regulations. The supplier may only use workers who need a work permit if they are its own employees and they have a residency and work permit which is valid for the region where and time when the services are being performed. Corresponding evidence must be provided on request.	10.	Data protection The supplier is obliged to comply with all applicable data protection laws and regulations in its deliveries and services. In particular it will oblige its employees to maintain data confidentiality as per the UAE Personal Data Protection Law and its implementing regulations, if these employees have access to personal data. If personal data are collected, processed or used by the supplier on behalf of MANN+HUMMEL or if personal data are accessible in the context of an IT service- or maintenance agreement, a contract has to be concluded which meets the requirements of Art. 8 UAE Personal Data Protection Law.
5.7	The supplier shall ensure that only trained and sufficiently qualified specialist personnel are used for the performance of all services. Sufficient specialist professional experience shall be required for all employees used on our premises and evidence of this must be provided on request.	11.	Confidentiality
5.8	The supplier must ensure that its employees have the required system and local knowledge, and the necessary qualifications, in order to complete the work.	11.1	The supplier is obliged to treat all information which it learns through us (e.g. business and trade secrets, data and its processing and results, other technical and commercial information of any kind) confidentially and only to use it to implement the contract. Third parties may not be made aware of the information in any way; this does not include employees and other agents if they need the information in order to implement the contract.
5.9	Employees must be remunerated as per the mandatory provisions under the applicable laws and regulations and the minimum wage regulations of the industrial agreement to the extent applicable in the relevant country. Compliance must be confirmed when requested by us.	11.2	The obligation for confidentiality shall continue to bind supplier even after the end of the contract.
6.	Cooperation between contractual partners	11.3	The obligation for confidentiality shall not exist in relation to information which is public knowledge or which the supplier was made aware of by a third party without a duty of confidentiality being breached.
6.1	Both we and the supplier shall each name a specialist person and their deputy who shall be available as a contact when carrying out the contract and who are authorised to make the necessary decisions or to bring these decisions about immediately. These persons may only be changed due to a significant reason; the other contractual partner must be informed of this immediately and in writing.	11.4	The supplier must oblige its employees and other persons it uses to perform its contractual obligations according to the abovementioned regulations on confidentiality and must ensure that this obligation is complied with.
6.2	We are entitled to ask to view the performance of the services at any time.		
6.3	Depending on the nature and scope of the project, the contractual partners shall meet at regular intervals in order to determine the project progress and discuss upcoming matters. The content and result of the meetings		

11.5	Suppliers may only use their business relationship with MANN+HUMMEL for promotional purposes if they have prior written permission.	provision with a regulation which comes as close as possible to its economic purpose.
12.	Copyright If the service contractually agreed with the supplier results from a development or project planning order or otherwise results in a work result, invention or expertise then MANN+HUMMEL is the owner of the work result, all protectable inventions and the expertise. The supplier agrees that it and its personnel will make all contributions necessary, at no extra costs, in order to transfer any such intellectual property to us and to have it protected by patent. This obligation shall continue to bind supplier after termination hereof.	16.3 The laws of the United Arab Emirates, as applicable in the Emirate of Dubai shall apply exclusively unless anything to the contrary is agreed. The United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980 shall not apply.
13.	Release from rights of third parties The supplier guarantees that no third party rights are infringed in relation to its service performance. In particular it shall ensure that the use of the objects and services it supplies does not infringe any third party rights. If claims are brought against us by a third party due to an infringement of its rights then the supplier is obliged to release and hold us harmless from these claims. The obligation for release shall include without limitation all expenses which arise in relation to claims being brought by a third party.	16.4 Any dispute arising from or in connection with these terms and conditions of purchasing shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre by one or more arbitrators to be appointed pursuant to said Rules. The place of arbitration shall be Dubai. The language of the proceedings shall be English.
14.	Supplier master data	Notwithstanding the aforementioned, MANN+HUMMEL shall have the elective right to take legal action against the supplier at supplier's registered seat.
14.1	A DUNS number must be available in order for there to be a business relationship with suppliers. An order may only be placed with suppliers who are registered and approved with their DUNS number on our supplier portal at the time of ordering.	These terms and conditions of purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect. Please confirm your consent to these conditions for us by returning the signed document to us. We, the supplier, have received and acknowledged and hereby agree to the MANN + HUMMEL current terms and conditions of purchasing for non-production material, investments, tools and services (hereinafter also the "general conditions"). In addition to the general conditions, we confirm that we acknowledge and agree to the following additional conditions attached hereto: ☐ Appendix 1: Additional conditions for the production and supply of machines, equipment and tools ☐ Appendix 2: Additional conditions for the performance of information technology services ☐ Appendix 3: guideline for external contractors MHG-HS-I-0011 ☐ Appendix 4: MANN + HUMMEL Code of Conduct Supplier hereby acknowledges and agrees that the Appendices are attached hereto in their current version and that Appendix 3 and 4 may be unilaterally amended from time to time by MANN+HUMMEL, in which case MANN + HUMMEL shall send notice and supplier be obliged to familiarize itself and comply therewith. Please contact your responsible purchaser at MANN+HUMMEL if you have any queries. Place, date Signature, company stamp of Supplier
14.2	Our suppliers' master data is managed via the supplier portal of https://mann-hummel.com . The supplier commits to keep its data in the portal up to date at all times and to check the datasets at least once per year.	
15.	Force majeure	
15.1	Events of force majeure, acts of war, natural disasters, official measures (e.g. seizure, export ban) and other unpredictable, unavoidable and serious events shall release the contractual partners from the performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information as soon as is reasonably possible and to adjust the obligations to the altered circumstances in good faith. For the avoidance of doubt, any supply shortage and increase of price in material and/or energy shall not be considered an event of force majeure and shall not entitle the supplier to increase the agreed purchase price.	
15.2	If an event of this nature lasts more than two months then the contractual partners may withdraw from the contract in question (or the contractual obligations that have not yet been fulfilled) or terminate the contract in question without notice.	
16.	General provisions	
16.1	If a contractual partner ceases its payments or if an application is made for insolvency proceedings in relation to its assets then the other contractual partner is entitled to withdraw from the unfulfilled part of the contract for cause and with immediate effect.	
16.2	If a provision of these conditions and further agreements that are made is or becomes ineffective, this shall not affect the validity of the rest of the contract. The contractual partners are obliged to replace the ineffective	

Appendix 1: Additional conditions for the production and supply of machines, equipment and tools

1. **Subject and definition**
These conditions apply in addition to the general conditions for all orders related to the production and/or supply of investment goods, equipment, machines and tools (= subject of the contract).
2. **Delivery, shipping**
 - 2.1. A delivery note stating our complete order data must be enclosed with each delivery.
 - 2.2. The Supplier shall provide the buyer with any export control information (e.g. export list number) under each item of the invoice. The ECCN (Export Control Classification Number – US (re)- export control regulations) must also be given for each item. This information can be sent alternatively via email to the following address: ausfuhrgenehmigung@mann-hummel.com.
 - 2.3. Suppliers must comply with all applicable laws and regulations and provide supplier declaration with the wording required by law to the extent applicable. Any relevant evidence (documents) must be procured and submitted by the Supplier without this being specifically requested. The Supplier shall bear any costs (e.g. customs duties) arising as a result of any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding the commercial origin of the goods supplied (using ISO alpha-2 codes, unless otherwise required by applicable law) and provide suitable evidence to support these statements if required.
 - 2.4. The Supplier undertakes to inform the buyer immediately in writing in the event that any declaration or commercial origin, or any part thereof, ceases to be valid or is subject to change.
 - 2.5. The Supplier agrees to comply with any relevant international security programs (e.g. C-TPAT/AEO F or C/KC Air Cargo Security) in order to ensure the punctual delivery of supplies to the buyer. If the Supplier does not utilize any of these security programs, they must provide a security declaration with the first delivery. New security declarations must be provided each year.
 - 2.6. Unless anything to the contrary is agreed, the deliveries shall be made carriage and packaging cost free to the destination – DAP (as per INCOTERMS 2010). In this case the risk is transferred at the time of delivery at the agreed destination.
3. **Acceptance**
 - 3.1. The supplier shall inform us in writing when its services have been completed. In accordance with the agreed acceptance conditions, we are obliged to check the services and to carry out and declare the acceptance if they comply with the contract, i.e. if the acceptance criteria have been met. The completed acceptance must be documented in writing in a report and signed by the contractual partners.
 - 3.2. In the event of the release or acceptance of part services, the services as a whole will only be accepted with the final acceptance related to the contractual interaction of all part services, in which case Point 3.1 applies accordingly in this respect.
4. **Material defect liability/warranty**
 - 4.1. Claims for defects shall become time-barred at the end of 24 months from documented final acceptance, unless any different periods have been explicitly agreed in writing. The buyer is hereby exempted from the periods as prescribed under Article 108 Commercial Transactions Law (Federal Law No. 50/2022).
 - 4.2. The service or delivery must comply with state of the art, the specifications, the agreed properties, the purpose of use, the quality requirements, the relevant environmental regulations, the valid DIN standards, any relevant accident prevention regulations of the professional association, the relevant provisions and guidelines from the authorities and specialist associations and the applicable statutory laws and regulations.
 - 4.3. In the event of defects in the service or delivery, including without limitations the lack of agreed specifications or properties, the supplier is obliged to remedy the defect immediately and free of charge without prejudice to any other statutory regulations. If the supplier does not meet its obligation to remedy defects or if this does not succeed then we may accept the service or delivery and reduce the price or withdraw from the contract. This does not affect our right to compensation.
 - 4.4. Wearing parts, which in each case must be defined by the contractual partners in the specification or in the individual contracts in a wearing parts list, are excluded from material defect liability.
5. **Quality and environmental management**
 - 5.1. The supplier commits to apply the principles of quality management and environmental management systems when carrying out its deliveries and services.
 - 5.2. The supplier must constantly monitor the quality of its deliveries or services. At our request it is obliged to establish and maintain a quality assurance system according to a standard to be agreed with us.
 - 5.3. [UAE] environmental and safety regulations must be complied with in the supplied services. Compliance by the supplier with all statutory and safety-related requirements for restricted, toxic and hazardous substances is a mandatory requirement.
6. **Transfer of Ownership**
When final acceptance has been carried out we shall gain ownership of the subject of the contract, unless anything to the contrary is regulated in individual contracts.
7. **Spare parts supply**
Unless anything to the contrary has been agreed, the supplier is obliged to supply spare parts at reasonable conditions for the period of normal technical use, but at least for 10 years after the last delivery of the delivery item. This obligation continues to bind the supplier after termination.

Appendix 2: Additional conditions for the performance of information technology services

1. Subject and definition

- 1.1 These conditions apply in addition to the general conditions for all orders related to information technology services.
- 1.2 Information technology services in the sense of these conditions are all services, including consultation in relation to the development, elaboration and practical introduction of computer programs, especially the production of specifications, functional specifications, requirement specifications, concepts and implementation as well as amendment and supplementation of programs, adjustment of standard programs, training and all system-related services, in particular the purchasing and procurement of standard software, hardware and related services.

2. Amendment of the service

- 2.1 If we require an amendment to the agreed service (e.g. hardware needs to be adapted to our operational processes) after the conclusion of the contract then the supplier is obliged to observe the required amendment when performing its service unless this is not reasonable in view of its operational capacity, in which case supplier informs us of this immediately (no later than within 10 working days of receiving the request for amendment) and in writing.
- 2.2 Within 10 working days of receiving the request for amendment, the supplier must provide written notification of whether the amendment we have requested will have an effect on the agreed remuneration and execution period; reasons for any consequences must also be provided if applicable. Any change to the agreed remuneration or execution period requires our prior written consent.
- 2.3 If extensive testing is needed in relation to the question of whether a required change can be implemented or in relation to its effect, in particular on the agreed remuneration and execution period, then the supplier must provide written notification of this within the period stated in Point 2.2 with a statement of the reasons and the anticipated duration of testing. A separate agreement shall be needed for the performance of any such testing.
- 2.4 Until an agreement is concluded on the performance of testing as per Point 2.3 or on the amendment that we have requested, the services must be carried out as per the contractual agreements valid before the amendment request, unless we request a suspension of services as per Point 2.

3. Duties of cooperation

- 3.1 We will provide the supplier with all information and documents necessary for the performance of the contractual service and make the decisions necessary for the performance of the contract quickly.
- 3.2 If services need to be carried out on our premises on a project-specific basis then we shall provide the necessary working areas, computer time and programs free of charge.
- 3.3 The supplier shall provide us immediately with a detailed written notice and, if applicable, with a request to comply with our duties of cooperation, if for whatever reason the supplier believes that it is being prevented from completing its services in good time.

4. Material defect liability/claims for defects

- 4.1 The services and deliveries must meet the agreed requirements (specifications, performance description) and both property details and agreements, and must be free from defects of title. This applies in particular for property details in the performance description and for the functions stated in the product descriptions of the supplier, manufacturer or licensor (including, without limitation, in quotations, offers, websites, brochures, etc.).
- 4.2 In the event of any defects in any service or delivery, including without limitation the lack of an agreed property or specification, the supplier is obliged at our discretion either to immediately remedy the defect free of charge (improvement) or to supply a defect-free item free of charge (subsequent delivery) without prejudice to other statutory regulations. If improvement or subsequent performance is not possible or fails then we may reduce the agreed purchase price or withdraw from the contract. This does not affect our right to compensation.
- 4.3 Defect claims shall become time-barred at the end of 24 months from acceptance of the service or delivery. To the extent applicable, the buyer is hereby exempted from the periods as prescribed under Article 108 Commercial Transactions Law (Federal Law No. 50/2022).
- 4.4 Programming errors present in software projects which cannot be remedied in a reasonably short period in consideration of the effects of the error must be temporarily removed using a workaround at no extra charge for MANN + HUMMEL which is reasonable for us; this does not affect the obligation for final remedying of the defect.
- 4.5 We will support the supplier during the remedying of the defect by providing the documents and information necessary in order to analyse the defect.
- 4.6 The supplier will be informed immediately of defects in supplied hardware as soon as these are detected by purchaser.

5. Data back-up

Electronically produced services must be continually backed up by the supplier during project progress according to partial results with the involvement of the programming environment necessary for this purpose. The back-up copies must be removed and professionally stored.

6. Documents and programs

- 6.1 Any documents which we provide to the supplier shall remain our property. Copies may only be made for the purpose of implementing the contract. Originals and copies must be stored carefully and returned to us following the performance of the contract.
- 6.2 The supplier may only use the programs supplied by us to the extent necessary for the performance of the contract.

7. Source code

Programs individually developed for us must be provided to us in the source code with documentation. Measures carried out on the programs as part of material defect liability must immediately be included in the source code and the documentation by the supplier; a copy of the relevant updated status must be provided to us immediately.