General Terms and Conditions of Purchase of BOS-JRG Automotive Systems Pvt. Ltd.

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The General Terms and Conditions of Purchase of BOS-JRG Automotive Systems Pvt. Ltd.and all affiliated companies and/or production locations (hereinafter referred to as the Purchaser) for all contracts, the purchase of externally procured delivery items and services, with or from their contractual partners (hereinafter referred to as the Supplier).

1. Applicable terms and conditions

1.1. Unless expressly agreed otherwise, these General Terms and Conditions of Purchase shall apply exclusively to all contracts, deliveries and other services. Any terms and conditions of the Supplier contrary to these General Terms and Conditions of Purchase shall not become part of the contract, even if they are not in conflict with these General Terms and Conditions of Purchase, but only add to them. These Terms and Conditions of Purchase shall also apply exclusively if the Purchaser accepts the delivery without reservation while being aware of the Supplier's terms and conditions to the contrary.
1.2. These Terms and Conditions of Purchase shall only apply to transactions with entrepreneurs in terms of §14 of the German Civil Code.
1.3. These Terms and Conditions of Purchase applies to all future business transactions with the Supplier.

2. Order

2.1. Contracts for delivery (order and acceptance) and call-off orders as well as their changes and supplements shall be made in writing. Call-off orders can also be made via remote data transmission.
2.2. If the Supplier fails to accept the order within two weeks after receipt, the Purchaser shall be entitled to cancel the order. Call-off orders shall become binding at the latest when the Supplier fails to object within three working days from receipt.
2.3. The Purchaser can demand changes to the delivery item in construction and design as far as this is reasonable for the Supplier. The resulting consequences, especially with respect to the additional costs, reduced costs as well as delivery date, shall be mutually agreed in appropriate manner.
2.4. Unless otherwise expressly agreed in writing, a material release of eight weeks and a production release of four weeks shall apply to the call-off orders.
2.5. The Supplier shall agree to accept inquiries via sourcing portal in addition to the inquiries conventionally sent and to place their binding offer in the sourcing portal. In order to do so, it shall be required that the Supplier registers at the PURCHASER sourcing portal at www.bos.de. Upon registration, it shall be required that the Supplier enters their current supplier details in the sourcing portal and updates it on an ongoing basis. The terms of User policy shall be binding.

3. Payment

3.1. The prices shown in the order shall be binding for the term of the contract of delivery. In the absence of a different written agreement, they shall include the delivery DAP (Purchaser Location) including packaging, freight, transport and insurance.
3.2. Payments are made within 120 days without discount. The payment runs are carried out minimum every second week. The condition for payments on time is the defect-free delivery or service provision and invoicing.
3.3. Invoice discrepancies will immediately lead to a suspension of the due date of the invoice until the time of final clarification.
3.4. Payment shall be made by means of remittance, set-off against counter-claims or in another way at the Purchaser's option. If participation in the credit memo procedure is agreed, settlement shall be made by credit memo on the basis of the order.
3.5. If the delivery is defective, the Purchaser shall be entitled to withhold payment to an appropriate extent until proper fulfilment.
3.6. Any bank fees accruing due to the payment shall be shared in such way that the Purchaser bears the fees of the bank instructed by them and the Supplier bears the fees of their paying office as well as the intermediate correspondent banks.
3.7. The prices shall not include the statutory value-added tax.

4. Deliveries, delivery periods, delay in delivery, warehousing, guarantee of delivery

4.1. In the absence of a different written agreement, delivery shall be made DAP (Purchaser Location).
4.2. Agreed dates and deadlines shall be binding. The receipt of the goods by the Purchaser or by the third party named by the Purchaser shall be decisive for compliance.
4.3. If it becomes apparent to the Supplier that a date or deadline cannot be met, they shall notify the Purchaser immediately by indicating the reasons as well as the expected duration of the delay. If the Supplier fails to comply with this obligation, they cannot plead that they are not responsible for the delay.
4.4. Where delivery is delayed, the Purchaser shall be entitled to demand a contractual penalty in the amount of 0.2% of the order value of the delivery for each day commenced, however, not more than 5%. The reservation of assertion of the contractual penalty can be declared within a period of four working days from acceptance of the delayed service. Furthermore, the Purchaser shall be entitled to the statutory claims. They shall especially be entitled to rescind the contract after unsuccessful expiry of an appropriate grace period or to claim for damages instead of performance, the contractual penalty being credited to the claim for damages.
4.5. On Purchaser's demand, the Supplier shall be obliged to constantly keep an appropriate stock exceeding the respective delivery quantity.
4.6. The Supplier is obliged to produce, supply and deliver items components which will be installed in the purchaser's products for a period of 15 years after expiry of the series.

5. Liability for defects

5.1. Unless otherwise agreed in the following, claims based on defects shall be in accordance with the statutory provisions.
5.2. The Supplier shall also guarantee that the delivery item complies with statutory and official regulations, especially the relevant environmental, health, safety and accident prevention regulations of all countries in which the delivery item will be used in accordance with the regulations.
5.3. The Purchaser shall immediately inform the Supplier in writing about any defects of the delivery as soon as they are identified depending on the circumstances of a proper business process. The Supplier shall insofar waive the plea of late notification of defects. General Terms and
5.4. If parts are delivered which defectiveness shows prior to production (processing or installation), the Purchaser shall at first give the Supplier the opportunity to sort out as well as to the removal of defects or subsequent (replacement) delivery, unless this is not reasonable for the Purchaser. In urgent cases, they may remove the defects themselves or have them removed by third parties after consultation with the Supplier. The accruing costs shall be borne by the Supplier.
5.5. If a defect is only identified after the installation of the delivery item, the Supplier shall repair the defective parts or deliver them subsequently free of charge and furthermore compensate the Purchaser for the expenses accrued due to the installation and dismantling of the delivered part. Furthermore, they shall bear such costs legitimately claimed by the Purchaser's customer (automotive manufacturer or first tier supplier) from the Purchaser due to the defect.
5.6. The limitation period for defects of the goods delivered by the Supplier shall be 36 months starting upon delivery.

6. Confidentiality

6.1. The contractual partners shall be obliged to treat all non-obvious commercial and technical details that become known to them due to the business relations as business secret. Such information may only be used to carry out orders for the Purchaser and may only be made accessible to such employees who are required to participate in the performance of the order. The Supplier shall be obliged to bind these employees to confidentiality accordingly.
6.2. The Purchaser shall reserve ownership and copyrights of all illustrations, drawings, CAD-Data, models, templates, samples, calculations and other items. These items may not be given or otherwise made accessible to unauthorized third parties. The reproduction of such items shall only be permissible in the context of the operational requirements and the copyright provisions.
6.3. Sub-suppliers shall be bound correspondingly.
6.4. The contractual partners may advertise with their business relation upon prior written consent only.

7. Quality, safety, environment and documentation

7.1. The Supplier shall comply with the recognized standards of good practice, the safety instructions, the agreed data, the "Quality Guidelines for Suppliers" as well as the respectively applicable quality regulations, agreements, specifications, etc. Nonetheless, the Supplier shall inspect the quality of the delivery items on an ongoing basis. Changes to the delivery item shall require the Purchaser's prior written consent.
7.2 As far as authorities responsible for motor vehicle safety, exhaust emission regulations or the like demand to be shown the production process and the inspection documents of the Purchaser in order to verify certain requirements, the Supplier shall agree on the Purchaser's request to grant the same rights to them in their plant and to provide all reasonable assistance.
7.3. If hazardous or toxic substances are delivered, a safety data sheet shall be added to both the confirmation of order and the delivery and it shall be made sure that these substances are only delivered by approved and authorized carriers/forwarders.
7.4 The purchased goods will be manufactured in accordance with DIN EN ISO 14001. The purchaser will support the actions and requirements needed for conformance within the scope of its own possibilities. The supplier will develop itself and its suppliers towards DIN EN ISO 14001. The supplier including any service providers acting on its behalf, such as freight carriers, assembly, etc. will be required to comply with respectively applicable Purchaser "Safety Regulations for External companies".
7.5 The supplier grants the right to conduct audits, upon prior notice and during regular business hours, to verify compliance with quality, environmental, social, and compliance standards (e.g., ISO 9001, ISO 14001, TISAX) as well as contractual obligations. The supplier shall provide the necessary information and reasonably support the audit. The customer may engage third parties to conduct the audit. These obligations also apply to any subcontractors used by the supplier.
7.6 Conflict Mineral; according to US law "Dodd-Frank Act, section 1502" of the U.S. Securities and Exchange Commission the supply chain for gold, wolfram, tin and tantalum should be transparently documented down to the smelter which have to release acc. the Conflict Free Smelter Program under http://conflictfreesmelter.org/cfshome.htm (valid for exports only)

8. Industrial property rights

8.1. The Supplier shall be liable for claims resulting during the contractual use of the delivery items from the violation of industrial property rights and applications for industrial property rights (industrial property rights) of which at least one of the industrial property right family is published in the home country of the Supplier, of the Purchaser locations, is published by the European Patent Office or in one of the following countries: Germany, France, Great Britain, Austria, USA, China, India, Italy, Japan, Canada, Spain or South Korea.
8.2. The supplier release the Purchaser and their customers from all claims based on the use of such industrial property rights.
8.3. This shall not be applicable as far as the Supplier has manufactured the delivery items according to drawings, CAD-Data, models or equivalent other descriptions or details provided by the Purchaser and is not aware or does not have to be aware in connection with the products developed by them that this violates industrial property rights.
8.4. The contractual partners shall be obliged to inform each other immediately about any risks and alleged cases of violation which become known in order to have the opportunity to take action against corresponding claims by mutual agreement.
8.5. The Supplier shall notify the use of published and unpublished own and of licensed industrial property rights and industrial property right applications regarding the delivery item on the Purchaser's request.

9. Provision, tools, reservation of ownership

9.1. The Purchaser shall reserve the ownership of all parts provided to the Supplier. Any processing or transformation shall be made for the Purchaser. If any reserved goods are processed with other items, the Purchaser shall acquire co-ownership of the new item in proportion of the value of the reserved goods to the other processed items at the time of processing.
9.2. The Purchaser shall reserve the ownership of the tools. The Supplier shall be obliged to use the tools exclusively for the production of the ordered goods. The Supplier shall furthermore be obliged to ensure the tools belonging to the Purchaser at replacement value against damages

caused by natural hazard, fire, water and theft at their cost. They shall be obliged to carry out any necessary service and maintenance works in due time at their cost. They shall notify any incidents immediately.
9.3. The supplier is obliged to return tools, that have been paid or provided by the purchaser, immediately upon purchaser's first request. General

10. Packaging and dispatch

10.1. As far as technically feasible, the Supplier shall deliver all parts on euro-pallets or in euro-lattice boxes and only by using reusable packaging. They shall make sure that the packaging is taken back immediately, however, with the next delivery at the latest.
10.2. As far as parts are delivered in special packaging in exceptional cases, the Supplier shall make sure that the special packaging is immediately collected after emptying.
10.3. Each delivery shall be accompanied by a delivery note to be attached clearly visible on the outside of the packaging, protected against the influence of transport and weather.
10.4. Prior to accepting an order, the Supplier shall check if the goods named in the order and/or their parts are classified as hazardous goods (e.g. colours, adhesives, chemicals or goods that are flammable, oxidising, explosive, toxic, radioactive, corrosive or prone to self-heating). In this case, the Supplier shall inform the Purchaser comprehensively without delay. Upon acceptance and / or confirmation of the order at the latest, the Supplier shall send the necessary declarations to the Purchaser completely and in legally binding manner. The Supplier shall make sure that the Purchaser is provided with the respectively applicable safety data sheet. The Supplier shall be responsible for all damages resulting due to incorrect or incomplete details in the binding declarations.
10.5. For the packaging, labelling and declaration, the respectively latest nationally and internationally valid regulations shall be considered, such as the *Gefahrgutverordnung-See* [German dangerous goods regulations for maritime transport], the IMDG Code, UNICAD, IATA for air freight, EVO/RID, *GGVSE* [German dangerous goods regulations for road and railway transport] as well as any deviating or additional regulations of the country of destination. For the delivery and dispatch of goods not intended for the federal territory, the Supplier shall present the proofs of exportation required according to the respective customs and tax regulations to the Purchaser and/or attach the corresponding export declaration to the delivery for each order.

11. Product liability

11.1. As far as the Supplier is responsible for a product damage, they shall be obliged to release the Purchaser from any claims for damages of third parties upon first request to the extent that the cause is found in their sphere of control and organization and they are liable in relation to third parties.
11.2. In this context, the Supplier shall also be obliged to reimburse any expenses according to art. 683, 670 of the German Civil Code resulting from or in connection with a product recall carried out by the Purchaser. The Purchaser shall inform the Supplier about content and extent of the product recall measures to be performed where possible and reasonable and give them the opportunity to comment.
11.3. The Supplier shall be obliged to maintain a production liability insurance with a sum insured of €5.0 mil. per personal injury / material damage as a lump sum. Further claims for damages of the Purchaser shall remain unaffected.

12. Social Responsibility

12.1. The companies of the Purchaser attach great importance to the fact that their corporate activities take into account the social responsibility towards their own employees and society as a whole. This applies both to the Purchaser itself, to its suppliers and its partners.
Customer and Supplier committed to their compliance with the principles and rights set by the International Labour Organisation (ILO) in its “Declaration on fundamental principles and rights at work” (Geneva 06/98), the Directives of the UN Initiative Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011). The following principles are of particular importance:

- Preservation of human rights,
- Elimination of forced, compulsory, and child labour,
- Positive and negative freedom of association,
- Elimination of discrimination on the basis of gender, origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, or other characteristics protected by local law,
- Compliance with occupational health and safety standards,
- Protection from individual arbitrary personnel measures,
- Maintenance of employability by basic and advanced training,
- Maintenance of adequate social working conditions,
- Provision of conditions that enable employees to enjoy a reasonable standard of living,
- Remuneration, which permits employees to secure their livelihoods including their social and cultural participation (living wage),
- Implementation of equal opportunities and family-friendly policies,
- The protection of indigenous rights,
- Ban on bribery and blackmail,
- Compliance with current laws and regulations.

In this respect, the supplier shall take appropriate measures to avoid any bribery within its company.
The supplier shall ensure that its subcontractors comply with the rules mentioned above.

13. Information & Data Security / Cybersecurity

13.1. The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity, availability and data security of Supplier Operations as well as its supplies and services. These measures should be in keeping with the industry standard and shall include an appropriate information security & data protection management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (as applicable).
13.2. "Supplier's Operations" means all goods, processes and systems (including information systems), data (including PURCHASER Data), personnel and locations used at any time or processed for the performance of this contract.
13.3. Should products or services contain software, firmware or chipsets:

- the Supplier shall implement appropriate, standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable)
- the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the PURCHASER remedying vulnerabilities for the reasonable lifetime of the products and services
- the Supplier shall provide to PURCHASER a bill of materials identifying all third-party software components contained in the products and services.
  Third party software must be up to date at the time of delivery to the PURCHASER
- PURCHASER has the right, but is not obliged, to test the products and services for malicious code and vulnerabilities at any time itself or through
  third parties, in which case the supplier shall support PURCHASER in an appropriate manner
- the Supplier must provide PURCHASER a contact for all information security related issues (available during business hours).

13.4. If deliveries and services require prototype protection, the Supplier undertakes to take suitable technical and organizational measures to protect prototypes, prototype parts, test carriers and associated information that correspond to the state of the art and the protection requirements in accordance with the TISAX requirement level “Prototype Protection (AL-3)”.
13.5. The Supplier shall promptly report to PURCHASER all relevant information & data security incidents occurred or suspected and vulnerabilities discovered in any Supplier operations, services and products, in the extend that PURCHASER is or is likely to be materially affected.
13.6. The Supplier shall take appropriate measures to impose obligations on its subcontractors and suppliers within a reasonable period of time that correspond to the obligations in this section.
13.7. Upon the request of PURCHASER, the Supplier shall provide written evidence of its compliance with section 13 including generally accepted test reports (e.g. SSAE-16 SOC 2 Type II)

14. General provisions

14.1. The Indian law apply exclusively.
14.2. Place of performance shall be the Purchaser’s registered office.
14.3. Place of jurisdiction shall be Gurugram, Haryana. The Purchaser shall however be entitled to bring an action against the Supplier at any other responsible court.
14.4. Set-off or the exercise of a right of retention by the Supplier shall only be permissible with claims that are undisputed or established as final and absolute.
14.5. The Supplier shall be obliged to check the BOS-JRG Supplier Portal (www.bos.de) regularly for updates, additions and other changes, every three months at the latest. Changes marked as such shall become part of the contract if the Supplier fails to object to them in writing within three months after the first posting in the supplier portal.
14.6. Should any of the aforementioned provisions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contractual partners shall be obliged to replace the invalid provision by a regulation that comes closest to the economic purpose of the invalid provision.