

General Tool Conditions of Kromberg & Schubert GmbH & Co. KG

Revision: 10/2025

1. Scope of application

(1) These General Tool Conditions (T&Cs) apply to all contracts pertaining to the contracting, manufacture, use, maintenance and care, availability and new acquisition of tools and other means which are necessary in order to produce specific products for KROSCHU ("TOOLS") which are concluded by Kromberg & Schubert GmbH & Co. KG and their affiliated companies (hereinafter "KROSCHU") with their suppliers or other contractors (hereinafter collectively "SUPPLIER"). "Affiliated companies" are any and all companies that, in their relationship inter se, are companies in which a majority ownership interest is held and companies which hold a majority of the ownership interest, controlled and controlling companies, companies under common management by one controlling company and cross-shareholding companies.

(2) The T&C must be observed by all companies affiliated with the SUPPLIER, to the extent that they are involved in the purchasing, manufacture or use transaction. The contracting party on the KROSCHU end is the company placing the order.

(3) The provisions of these General Tool Conditions shall apply to any subsequent/replacement tools accordingly.

2. Contract conclusion

(1) All offers, agreements, supplies and services shall only occur on the basis of and in accordance with the following conditions. Differing conditions, in particular purchasing conditions of the SUPPLIER, shall only be binding if confirmed by KROSCHU in writing. If two confirmation notifications having divergent or conflicting terms and conditions should coincide, that of KROSCHU shall be considered valid. Supplementary general provisions are not part of this contract, unless their validity is explicitly agreed to in writing.

(2) All agreements and orders must be made in writing in order to be binding. No verbal subsidiary agreements have been concluded. Proof to the contrary is not excluded.

3. Prices and payment terms

(1) The following payment conditions apply:

20% upon tool order placement,
40% after first off tool parts,
40% after successfully accepted samples. Supplementary conditions shall be additionally defined in a project-specific agreement and stipulated in the order accordingly.

(2) In case of incorrect or incomplete delivery, KROSCHU is entitled to withhold payment in proportion to the value until correct and complete delivery is made.

(3) The SUPPLIER is only entitled to compensation if its claims are undisputed, established with legal effect or ripe for adjudication.

(4) If the first down payment (20%) exceeds a sum of 20,000.00 Euro (>€20,000.00), the supplier is required to provide an advance payment bond.

(5) Upon KROSCHU's request, the SUPPLIER shall still be required to send a corresponding cost break-down (CBD) for the tools.

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4. Contract amendments and disclosure to third parties

(1) Within the scope of what is reasonable for the SUPPLIER, KROSCHU can request modifications to the design and execution of the TOOLS. The SUPPLIER is required to submit a written offer with scheduling and cost impacts before starting the modification work. Verbal agreements made after order placement ("order") are subject to written confirmation from KROSCHU. The SUPPLIER shall be liable for any additional costs or schedule adjustments not acknowledged by KROSCHU in writing.

(2) If the SUPPLIER delegates the production or delivery of a TOOL to one or more third parties, it must provide KROSCHU with the name and address of the third party prior to delegating the work. The SUPPLIER must also ensure that these stipulations and rights of KROSCHU or KROSCHU's customers are upheld in relation to the third parties, as well.

5. Ownership and possession; labelling requirement;

(1) Depending on the agreement, the SUPPLIER shall transfer ownership of the TOOL to KROSCHU or KROSCHU's customers upon payment of the final instalment of the invoice. If the SUPPLIER remains in possession of the TOOL after payment of the final instalment, the transfer of TOOL ownership shall be replaced by a legal relationship in which KROSCHU, as the acquirer and/or agent of the acquiring customer, shall lend the TOOL for use to the transferring SUPPLIER ("indirect possession" relationship). The transferring SUPPLIER thus becomes the indirect, third-party owner with KROSCHU or KROSCHU's customer as the acquiring direct owner for the purpose set forth in §§ 929, 930 BGB (German Civil Code).

(2) If the SUPPLIER has delegated the production of the TOOL to a third party, ownership of the TOOL is transferred to KROSCHU or KROSCHU's customer once it has been paid for and the TOOL is under the direct or indirect possession of the SUPPLIER. If the TOOL is delivered to the SUPPLIER by the third party with retention of title, the corresponding expectant right to the TOOL shall be transferred to KROSCHU or KROSCHU's customer.

(3) In the separate order entitles KROSCHU to pay in instalments for a share in the TOOL, them KROSCHU or KROSCHU's customer shall acquire co-ownership of the TOOL. In the following incomplete example cases, KROSCHU is entitled to immediately pay the remaining purchase price or remaining portion of the tool costs:

- application for insolvency proceedings pertaining to the assets of the SUPPLIER or its sub-contractors;
- liquidation of the SUPPLIER's business;
- third party begins garnishment of the tools as part of foreclosure;
- termination of this contract due to termination for convenience or under exceptional circumstances;
- breach of contract by the SUPPLIER;
- delayed delivery and/or failure to deliver the products to be manufactured with the TOOL;

subject to the aforementioned payment of KROSCHU's balance, ownership shall already be transferred to KROSCHU or KROSCHU's customer at this point.

(4) Supplier shall provide to Kroschu or Kroschu's customer (final tool owner) all data associated with the construction and creation of the tool, such as parts list, construction data in 3D, etc.

(5) KROSCHU and/or KROSCHU's customer shall have the right to immediately appropriate its property in full or in part at any time upon indicating a compelling reason. KROSCHU and/or KROSCHU's customer shall be authorised to access the SUPPLIER's premises for this purpose and take possession of its property in full or in part. Liens and rights of retention of any kind over the TOOLS on the part of the SUPPLIER are excluded, to the extent that the counterclaim is not undisputed or established with legal effect.

(6) The SUPPLIER shall immediately notify KROSCHU of any access to the TOOLS by third parties, particularly related to foreclosure, as well as any disturbances of the property of KROSCHU and/or

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KROSCHU's customer. The same shall apply in the event that an application is filed to initiate insolvency proceedings pertaining to the assets of the SUPPLIER. The SUPPLIER must compensate KROSCHU and/or KROSCHU's customer for all damages and costs incurred due to this obligation being violated and due to the resulting need for capital investment measures with third parties.

(7) If subsequent/replacement tools, including documentation, are required, then KROSCHU and/or KROSCHU's customer shall acquire ownership of thereof at the start of production of the subsequent/replacement tools. To the extent that the subsequent tools are not transferred to KROSCHU and/or KROSCHU's customer, the transfer of the subsequent/replacement tools shall be replaced by a legal relationship in which the SUPPLIER takes custody of it for safekeeping, free of charge, while exercising due commercial care ("indirect possession" relationship) The SUPPLIER is then initially the indirect third-party owner, and KROSCHU and/or KROSCHU's customer is the direct owner in accordance with §§ 929, 930, 868 BGB (German Civil Code). Subsequent/replacement tools are already included in the purchase price.

(8) The SUPPLIER undertakes to label and mark the TOOL as specified by KROSCHU. The label must be clearly visible and permanently fixed on the TOOL and shall be provided free of charge by the SUPPLIER. The third-party ownership shall be documented in the accounting records of the SUPPLIER. Upon request, the SUPPLIER shall provide proof of the proper entry of this record to KROSCHU. The SUPPLIER shall furthermore prepare digital photos of the properly labelled tools and transmit these to KROSCHU upon request.

6. Bailment; auditing

(1) The SUPPLIER entitled to utilise the TOOLS in order to execute the orders and call-offs of KROSCHU, as well as for series and spare parts. Any other use is subject to prior written approval from KROSCHU.

(2) If the SUPPLIER delegates the production or delivery of the TOOL to a third party, then KROSCHU shall allow the SUPPLIER to use the TOOL after the third party produces and delivers the TOOL to the SUPPLIER.

(3) The SUPPLIER may not lend the TOOLS to third parties except with prior written approval from KROSCHU.

(4) The SUPPLIER is required to enable audits of the production process by KROSCHU or a third party contracted by KROSCHU, potentially with the participation of the car manufacturer.

7. Quality and supplier duties in case of commissioned production

(1) If KROSCHU orders the SUPPLIER to manufacture a TOOL, then the SUPPLIER must provide KROSCHU with a schedule as well as a tool production feasibility analysis upon acceptance of the order. If the schedule does not meet the scheduling requirements agreed with the SUPPLIER, then KROSCHU can request to review the scheduling-related documents/data of the SUPPLIER, to the extent necessary.

(2) The SUPPLIER shall draft and design the TOOL in accordance with the specifications (especially technical data, design drawings or CAD models of the tool or individual parts thereof). The SUPPLIER shall immediately notify KROSCHU if it finds the specifications to be incorrect, incomplete or otherwise deficient. Changes to the specifications are subject to prior written approval from KROSCHU.

(3) The design and manufacture of the TOOL must comply with the requirements in the order and meet state-of-the-art standards. The SUPPLIER is responsible for ensuring that the TOOL complies with the statutory device safety requirements and other safety regulations.

(4) The tool to be manufactured by the SUPPLIER must allow for the necessary manufacture of series and spare parts. The design, quality and execution of the TOOL must be geared to enabling the cost-effective production of the relevant serial part.

(5) All tool components produced by the SUPPLIER must be reproducible based on CAM/CAD data.

(6) The SUPPLIER is required to update KROSCHU regularly with regard to defined milestones.

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(7) For tracking tooling performance during serial lifetime, we request the use of Kroschu's web platform (more information from toolmanagement@ksab.kroschu.com)

(8) Tool design-, release-, life cycle- (including maintenance/repair) and scrap-documents have to be stored at least 15 years after last serial production.

8. Warranty and liability in case of commissioned production

(1) If the TOOL cannot produce according to the order specifications or the output quantity stipulated in place thereof – e.g. due to being broken or worn – then the contracting party shall be required to repair the TOOL, to the extent possible, at its own expense, and to simultaneously immediately produce a replacement tool and notify KROSCHU accordingly.

(2) The SUPPLIER shall be liable for all of KROSCHU's or KROSCHU's customer's payables, damages, costs, expenses and losses resulting from the production/delivery, plus agreed flex rate, of a defective TOOL or other breach of supplier duties, unless it is not responsible for it. The Supplier shall be responsible in case of intentional damage or negligence. The Supplier shall assume liability for the actions of its employees as well as those of any additional sub-contractors/sub-suppliers working for it.

(3) In the event that the equipment or its use damages/violates the legal assets/rights of third parties and these third parties file claims against KROSCHU or KROSCHU's customer based on the damage/violation of these legal assets/rights, then the SUPPLIER shall indemnify KROSCHU or KROSCHU's customer against these claims and compensate them for the damages, costs and expenses (including reasonable legal defence and legal prosecution costs) incurred by KROSCHU as a result.

(4) The SUPPLIER shall ensure that the TOOL produced by it complies with the statutory device safety requirements, other safety regulations and the specifications of KROSCHU or KROSCHU's customer. If no specifications have been agreed, the SUPPLIER shall ensure that the tool is appropriate for the purpose intended by KROSCHU or KROSCHU's customer. This shall not affect compliance with the guaranteed minimum output quantity stipulated in the order.

(5) The warranty period shall be 36 months starting from KROSCHU's approval for series manufacture but no later than upon approval of the sample components, unless stipulated otherwise in the specific tool order.

9. Safekeeping, storage, maintenance, care and insurance

(1) The production and/or lending of the TOOL implies the conclusion of a free safekeeping agreement between the SUPPLIER and KROSCHU. Its term shall be to 15 years from EOP (end of series production) in accordance with the obligation to supply spare parts stipulated by KROSCHU. The cost of storage shall be borne by the SUPPLIER. Subsequent scrapping or other form of disposal shall be provided at no additional charge and only with prior written approval from KROSCHU.

(2) The SUPPLIER is required to make a record of all TOOLS lent to it by KROSCHU and, upon written request, to provide KROSCHU with a written list (additionally as an Excel file if requested by KROSCHU) within one month.

(3) While the TOOL is in the custody of or under the control of the SUPPLIER or its performing agents, the SUPPLIER shall bear the risk for the loss or damage of the TOOL.

(4) The SUPPLIER may not move the TOOL to any manufacturing facility other than the one originally agreed except with prior written approval from KROSCHU.

(5) The maintenance and care of the TOOLS shall be performed at the expense of the SUPPLIER, in accordance with a maintenance schedule specified by KROSCHU or KROSCHU's customer. If no maintenance schedule is specified by KROSCHU or KROSCHU's customer, then the maintenance and care shall be performed according to a maintenance schedule determined by the SUPPLIER but with at least the typical degree of diligence. The SUPPLIER must immediately submit its maintenance schedule to KROSCHU upon request.

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(6) The SUPPLIER is required to treat the TOOL properly and professionally and to perform or commission the required maintenance and repair work promptly, properly and professionally at its own expense.

(7) The SUPPLIER must immediately notify KROSCHU in the event that the TOOL is damaged in a way which renders unsuitable or less suitable for the contractually stipulated use. The SUPPLIER must likewise immediately notify KROSCHU in the event that a TOOL is expected to become unsuitable for the contractually stipulated use in the foreseeable future due to wear and tear.

(8) With regard to repairs required due to wear and use or misuse, the specific characteristics of the TOOL must be accounted for. To the extent necessary, KROSCHU must provide technical assistance in this regard if requested by the SUPPLIER.

(9) The SUPPLIER is required to provide adequate insurance coverage for the TOOL with regard to the usual insurable risks, i.e. theft, damage, water, etc., as well as any resulting production downtime. The SUPPLIER is required to provide KROSCHU with proof of such insurance upon request. If the SUPPLIER fails to meet the obligation to provide insurance, then KROSCHU shall be entitled to obtain the appropriate insurance for the TOOL at the expense of the SUPPLIER.

(10) Well before reaching the minimum output quantity but no later than 12 months before reaching it, the SUPPLIER shall contact KROSCHU in order to coordinate the next steps with regard to the relevant TOOL.

10. Tool and component acceptance

(1) If commissioned to manufacture the TOOL, once the TOOL has been completed, the SUPPLIER must provide KROSCHU with initial samples of the production parts, produced under series production conditions, along with a complete tool route card/tool history as per VDA requirements as well as a parameter data sheet. In case of tool manufacture, followed by series production, the SUPPLIER shall not be authorised to start producing parts until KROSCHU's approval process has been successfully completed and KROSCHU has issued its production approval for the initial sample submitted by the SUPPLIER. The SUPPLIER shall produce the required initial sample quantity under series production conditions and submit them to KROSCHU along with a corresponding initial sample inspection report. The approval of the initial parts sample shall only constitute an approval of the TOOL to the extent that the parts were produced under series production conditions and other approval requirements have been met.

(2) If the TOOL is made available to the SUPPLIER by KROSCHU, before using the TOOL, the SUPPLIER must, upon request, provide KROSCHU with an initial sample produced under production conditions, along with an initial sample inspection report. If it has been agreed that the TOOL will be transferred to a new location, then the SUPPLIER must first provide KROSCHU with a "final sample" produced under production conditions.

(3) If the TOOL is manufactured by the SUPPLIER and/or a third party commissioned by it, then the parts produced with the TOOL shall be approved based on the specifications ("component samples") in conjunction with the production process and product approval procedures (PPF or PPAP).

(4) The costs of the first sample test and release procedure shall be settled in full with the payment of the tool costs as per the order. The cost any additional component samples shall be borne by the PARTY responsible for it; otherwise, each PARTY shall bear its own costs.

11. Cancellation

(1) in addition to any other legal rights of termination, KROSCHU is authorised to cancel each individual tool contract at any time, in full or in part, in writing,

- as long as the TOOL is not yet finished. In such case, KROSCHU must compensate the SUPPLIER for any demonstrable expenses resulting directly from the tool order, up to a maximum of the agreed amount of remuneration. The SUPPLIER shall not be entitled to any claims for performance or damages beyond this based on the cancellation.

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- if the SUPPLIER breaches the contract and does not rectify the breach of contract within 10 days, or
- if the majority shareholding in the shares of the SUPPLIER changes, or the assets are transferred, in full or in part, to a third party,
- KROSCHU's customer terminates the project for which the TOOL was needed, in whole or in part, or changes it such that the TOOL is no longer needed.
- the underlying main and/or supply contract between KROSCHU and the SUPPLIER ceases to exist.

(2) In case of contract cancellation, the SUPPLIER shall, if requested by KROSCHU, return all of KROSCHU's or KROSCHU's customer's property, including TOOLS and documentation.

12. Intellectual property rights

(1) To the extent that intellectual property rights (patent rights, utility model and design patent rights, copyrights, trademarks, product designations or similar kinds of rights) and know-how result from the development of a TOOL, upon full payment for the TOOL, KROSCHU and/or KROSCHU's customer shall acquire the timely and locally unlimited, free, exclusive right of use for its own purposes as well as for purposes of series and spare parts manufacture by KROSCHU and/or KROSCHU's customer, including corresponding use by third parties for KROSCHU and/or KROSCHU's customer. These rights of use shall be valid, even if the TOOL is transferred to KROSCHU and/or KROSCHU's customer.

(2) The SUPPLIER vouches that no third party patents, copyrights or other intellectual property rights are violated in conjunction with the production and acquisition of the TOOLS and the use thereof by KROSCHU. Without prejudice to any other legal claims, the SUPPLIER exempts KROSCHU and KROSCHU's customer of all claims based on the use of all intellectual property rights. This does not apply insofar as the SUPPLIER produced the TOOLS according to drawings, tools, samples, models, brands, templates, recipes or similar ("production aids") provided by KROSCHU or KROSCHU's customers and does not know or did not necessarily know, in connection with the products developed by it, that patent rights would be violated as a result.

13. Jurisdiction clause and severability clause

(1) Within the framework of what is legally permissible, any disputes arising from the concluded agreement or in conjunction therewith, – including the effectiveness of this contract itself – shall be arbitrated exclusively by the designated courts in Stuttgart, Germany. Alternatively, however, KROSCHU reserves the right to make claims against SUPPLIER in their legal domicile if KROSCHU chooses to do so.

(2) All reciprocal claims and rights derived from or in conjunction with the concluded contract shall be governed exclusively by German law (in particular, the German Civil Code and German Commercial Code) to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of the referral provisions under German international private law.

(3) The business relationship between the SUPPLIER and KROSCHU is subject exclusively to the validity of these T&C. The right to provide proof of contradictory agreements shall remain unaffected. Divergent, conflicting or supplementary general terms and conditions are not part of this contract, unless their validity is explicitly agreed to in writing. Should one or more provisions of this contract be or become ineffective, the effectiveness of the remaining provision of this contract shall not be affected as a result. The PARTIES shall then be required to replace the ineffective provision with an effective provision which best approximates the commercial intent of the PARTIES in stipulating the ineffective provision.

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14. General provisions

(1) Any transfer of rights and obligations of the SUPPLIER derived from the contract concluded with KROSCHU shall only be effective with written approval by KROSCHU. § 354a HGB (German Commercial Code) remains unaffected.

(2) Insofar as the General Tool Conditions do not include any explicit provisions, the General Purchasing Terms and Conditions of KROSCHU shall apply. In case of any discrepancy between these two sets of provisions, the General Tool Conditions shall take precedence over the General Purchasing Terms and Conditions of KROSCHU as the more specific of the two.

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