

# Terms and Conditions of Sale and Delivery of the companies belonging to the HARTING Technology Group (“Delivery Conditions”)

## 1 Scope of application

- (1) These terms and conditions of delivery apply only to contractors pursuant to Arts 966 and 982 of the Brazilian Civil Code (“customers”).
- (2) These terms and conditions of delivery apply exclusively to the supplies and/ or services (“services”) of HARTING to the customer. General terms and conditions of the customer apply only to the extent that HARTING has expressly consented to them in writing.

## 2 HARTING’s performance obligation

- (1) A binding performance obligation for HARTING only arises after explicit confirmation by HARTING in text form and only under the respective conditions stated therein.
- (2) In the event that the offer to conclude a contract originates from HARTING, HARTING shall be bound to the conditions stated therein for a period of two weeks.
- (3) HARTING reserves the unrestricted use and exploitation rights under the ownership and copyright laws in terms of the content of offers, proposed solutions, drawings, and other documents (“documents”). The documents may only be made accessible to third parties with the prior consent of HARTING and shall be returned immediately upon request if the order is not placed with HARTING. Sentences 1 and 2 shall apply mutatis mutandis to the customer’s documents; however, these may be made accessible to third parties to whom HARTING has transferred or will transfer services and who have been placed under an obligation to maintain secrecy.

## 3 Delivery conditions

- (1) The INCOTERMS ®, 2020 apply, as included in the respective order confirmation by HARTING. If no reference to INCOTERMS ® 2020 is made and there is no other agreement between the parties, services by HARTING are exclusively FCA Barueri, INCOTERMS ®, 2020.
- (2) The indication of readiness for shipment shall be equivalent to shipment.

## 4 Dates, arrears, and force majeure

- (1) A fixed period commercial transaction is only valid if the customer indicates in his order the necessity of such a fixed delivery date and HARTING expressly confirms this.
- (2) Excess, partial and under-deliveries by HARTING, as well as adjustments to the packaging units, are permissible insofar as they are reasonable for the customer and/or customary. In the case of partial services, the legal consequences are calculated on the basis of the quota of non-performance.
- (3) Compliance with deadlines for services requires the timely receipt of all documents, necessary approvals, and releases to be provided by the customer, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in due time, the deadlines will be extended accordingly.
- (4) The customer may only withdraw from the contract within the scope of the statutory provisions insofar as HARTING is to blame for the delay in delivery. A change in the burden of proof to the detriment of the customer is not connected with the above regulations.
- (5) If, at the customer’s request, shipment or delivery is delayed by more than one week after notification of readiness for shipment, the customer may be charged a storage fee for each additional week or part week, amounting to 0.5% of the price of the delivery items, but at maximum a total of 5%. Proof of higher or lower storage costs by the contracting parties shall remain unaffected.
- (6) Delays in performance due to force majeure entitle HARTING to postpone the services by the duration of the hindrance plus a reasonable start-up time, or to withdraw from the contract in full or in part if the performance of the part not yet fulfilled is permanently impossible or is no longer of interest for the customer. Cases of force majeure include, in particular, mobilization, war, acts of terrorism, riots or similar events, e.g. strikes, lockouts or pandemics, virus attacks and other attacks by third parties on HARTING’s IT system, insofar as these attacks occurred despite compliance with the usual diligence in the implementation of protective measures.
- (7) If the hindrance pursuant to point 4 (6) lasts longer than one month, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. If the hindrance will obviously last a long time, the customer may declare withdrawal immediately. HARTING shall only be entitled to rely on the aforementioned circumstances if it notifies the customer immediately.

## 5 Reservation of title

- (1) Until payment in full has been made, the goods and services (“reserved goods”) for which the claim for payment of the purchase price is due immediately, or for which a payment period of up to and including 30 days following delivery; following delivery with installation/assembly; or following receipt of invoice has been agreed, shall remain the property of HARTING.
- (2) The goods and services shall remain the property of HARTING until the relevant claims to which HARTING is entitled against the Customer under the concerned contract have been satisfied.
- (3) During the existence of the reservation of title, the customer is prohibited from pledging or transferring the property by way of security, and resale is only allowed to resellers after HARTING assent, in the ordinary course of business, and only on condition that the reseller receives payment from its customer or makes the reservation that title will only pass over to the customer when it has fulfilled its payment obligations.
- (4) If the customer resells the reserved goods, it hereby assigns its future claims against his customers from the resale as security to HARTING, with all ancillary rights – including possible balance claims, without the need for any further special declarations; HARTING hereby accepts this assignment.
- (5) If the reserved goods are sold together with other items without an individual price being agreed for the reserved goods, the customer shall assign to HARTING the part of the total price claim which corresponds to the price of the reserved goods billed by HARTING. HARTING hereby accepts this assignment.
- (6) HARTING and the customer hereby agree that, when combined or mixed with other items not belonging to HARTING, HARTING is in any case entitled to co-ownership of the new item in proportion to the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the remaining goods at the time of the combining or mixing. In this respect, the new item shall be regarded as reserved goods. The regulation regarding the assignment of claims pursuant to point 5 (4) also applies to the new item. The assignment shall, however, only be valid up to the amount corresponding to the value invoiced by HARTING of the processed, combined, or mixed reserved goods. HARTING hereby accepts this assignment.
- (7) If the customer combines the reserved goods with real property or movable property, it shall also, without any further special declaration, assign to HARTING as security its claim to which it is entitled as remuneration for said combination, with all subsidiary rights, in the amount of the ratio of the value of the reserved goods to the remaining combined goods at the time of the combination. HARTING hereby accepts the assignment.
- (8) Until revocation, the customer is authorized to collect assigned receivables from resale. If there is a significant reason, in particular in the case of payment arrears, cessation of payment, opening of insolvency proceedings, and protest of bills of exchange or justified grounds to suspect over indebtedness or imminent insolvency on the part of the customer, HARTING shall be entitled to revoke the customer’s authorization to collect receivables. In addition, HARTING may, upon prior warning and observing an appropriate period of notice, disclose the assignment for security, realise the assigned claims, and demand that the customer disclose to its own customers that the customer has assigned for security.
- (9) The customer shall notify HARTING immediately in the event of pledges, seizures or other orders or interventions by third parties. If a legitimate interest is substantiated, the customer shall immediately inform HARTING of the information required to assert its rights against the customer and hand over the necessary documents.
- (10) In the case of breaches of obligation by the customer, in particular in the event of payment arrears, as well as taking back the goods, HARTING shall also be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set for performance by the customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods.

## 6 Payment terms

- (1) Unless otherwise stated in the confirmation of order, HARTING’S claim shall be settled within 14 days from the date of invoice delivery, purely net, without any deduction.

(2) The customer is entitled to a right of retention only with regard to the claims arising from the same contractual relationship which are undisputed or have been legally established. In the latter case, it may only withhold payment of the remuneration in the case of defects in parts of the delivery or service to the amount corresponding to the value of the defective delivery or service. Counterclaims by the customer due to breaches of obligation by HARTING shall remain unaffected.

## **7 Software**

(1) Insofar as software including its documentation ("software"), is a component of the service, the customer has the non-exclusive right, without a time limit, to use it (including its documentation) in unchanged form within the scope of the agreed type of use on the equipment for which it is intended. If they are necessary for the intended use of the software, including error correction, the following actions do not require the consent of the copyright owner, irrespective of the further configuration of the usage right:

- Reproduction as a whole or in part, permanently or temporarily, in particular during installation, loading, displaying, and executing of the software, as well as translation, processing, arrangement and other revisions of the software,
- As well as the reproduction of the results obtained.

(2) In addition, the customer acquires the software as a creation within the meaning of copyright law, applying the principle of exhaustion.

(3) If and to the extent that the customer is given open-source software ("OSS") and if the copyright has not been exhausted with the transfer of the creation, the terms of use to which the OSS is subject shall additionally apply and take precedence over the terms of this clause. In this case, HARTING shall make over the source code to the customer on request, insofar as the OSS terms of use provide for the surrender of the source code. HARTING shall point out in the contract documents the existence and the conditions of use of the transferred third-party software and OSS, and shall make the conditions of use available upon request. In case of violation of these conditions of use by the customer, HARTING's licensor, as well as HARTING, is also entitled to assert the resulting claims and rights in its own name.

(4) The customer shall secure the software as well as the access data for online access by means of suitable measures from access by unauthorized third parties. In particular, all copies of the contractual software as well as the access data must be kept in a protected location.

(5) If HARTING has reason to assume that the customer is not using the software in accordance with the contract, the customer shall allow a third party appointed by HARTING who is under a professional or contractual obligation to maintain secrecy to audit the lawful use of the contractual software. For this purpose, the customer shall provide the necessary information, allow access to relevant papers and documents, and enable the third party to verify the hardware and software environment used. The third party shall ensure that the customer's business operations are disturbed as little as possible by his on-site activities. If the audit reveals that the number of purchased licenses is exceeded by more than 5% (five percent) or any other non-contractual use, the customer shall bear the costs of the audit; otherwise, the costs shall be borne by HARTING.

(6) In the case of deficiencies in the software, the provisions of points 8 and 9 shall apply.

## **8 Industrial property rights and copyrights, defects in title**

(1) HARTING guarantees that the services provided by it exclusively in the country of the place of delivery are provided without infringement of industrial property rights and copyrights of third parties ("protected rights"). The warranty period shall be the same as for material defects as specified in point 9 (5).

(2) If a third party asserts justified claims pursuant to point 9 (2) against the customer due to an infringement of protected rights by services performed by HARTING used in conformity with the contract, within the period defined in point 9 (5), HARTING shall provide subsequent performance for the customer as follows: HARTING will, at its own discretion and at its own expense, either obtain a right of use for the services concerned, or modify them in such a way that no proprietary rights are infringed, or replace them.

(3) If HARTING fails to fulfil its aforementioned subsequent performance obligations within a period of two months after assertion of the claim by the customer, the latter will be entitled to the statutory rights of withdrawal from the contract and reduction in the contract price.

(4) The aforementioned obligations of HARTING exist only insofar as the customer immediately informs HARTING of the claims asserted by the third party, does not acknowledge an infringement, and if all defense measures and settlement negotiations within the legally permissible framework are reserved to HARTING.

(5) If the customer ceases to use the goods for damage reduction or other significant reasons, it is obliged to point out to the third party that the cessation of use does not constitute an acknowledgment of an infringement of protected rights.

(6) Claims of the customer are also excluded insofar as the infringement of protected rights is caused by special requirements of the customer, by an application purpose specified by him or by the fact that the delivery is used with products changed by the customer or together with products not supplied by HARTING.

(7) Within the scope of his obligation to reduce the risk, the customer shall inform HARTING in good time of the loss-entailing event, so that HARTING is in a position to review the legal situation and effectively influence the proceedings. In this respect, HARTING is entitled, against assumption of the necessary costs, to require the customer to take legal action against the party claiming the infringement or, as far as legally possible, to conduct the proceedings itself.

(8) Unless otherwise regulated in this point 8, and if there are other legal deficiencies which are not infringements of protected rights, the provisions of the following point 9 and point 10 shall apply correspondingly.

(9) Further claims and/or claims of the customer other than those regulated in this point 8 against HARTING and its agents due to a defect are excluded.

## **9 Warranty**

(1) The services owed by HARTING shall be provided carefully and professionally.

(2) Upon passing the risk the deliveries shall be deemed free of material defects unless otherwise provided by the terms of the Brazilian Civil Code and additional applicable laws. In the event that a quality agreement has been concluded between the parties, the question of whether the deliveries meet the requirements shall be determined exclusively by such agreement. Sentence 2 shall not apply if the last contract in the supply chain is a sale of consumer goods.

(3) Notification of defects must be made immediately in writing. In the case of justified complaints, HARTING will, at its discretion, carry out re-work, re-supply or re-perform all those parts or services which have a material defect for which it is responsible, free of charge. HARTING shall be given the opportunity to carry out two successive reworkings within a reasonable period. If the supplementary performance fails, the customer may - without prejudice to any claims for damages pursuant to the following point 10 (2) - withdraw from the contract or reduce the contractual remuneration.

(4) The place of fulfilment for any subsequent performance claims is the original place of delivery according to the order confirmation.

(5) HARTING shall bear the necessary and reasonable costs of the customer for subsequent performance at the respective original place of delivery in accordance with the order confirmation. Insofar as the last purchase in the supply chain is a purchase of consumer goods, the necessary and reasonable costs of subsequent performance as well as the assembly and disassembly costs shall be paid by HARTING to the extent that HARTING was the cause.

(6) Claims for subsequent performance and warranty and reimbursement of expenses shall observe the periods of statute of limitation set forth by the Brazilian Civil Code, articles 445 and 446, unless the last purchase in the supply chain is a consumer goods purchase. This period shall not apply in the event of intent, fraudulent concealment of the defect or non-compliance with a quality guarantee.

(7) The legal regulations set forth by the Brazilian Civil Code, articles 19 to 26, in particular regarding suspension of expiry, suspension and commencement of the deadlines shall remain unaffected. This shall not apply if the last contract in the supply chain constitutes a purchase of consumer goods or in the cases listed under Paragraph (6) Sentence 2 which shall be governed by Law 8.078/90, articles 26 and 27.

(8) Claims for defects do not exist in the case of an insignificant deviation from the agreed quality or usability. HARTING is only liable for defects which occur under the contractually specified operating conditions and in the case of proper use of the delivery item. HARTING shall not be liable for defects due to materials provided by the customer, or a design prescribed or specified by the customer.

- (9) Claims for damages on the part of the customer due to a material defect are otherwise governed by point 10 below. For defects in title, the foregoing provisions apply correspondingly, subject to the regulations of point 8.
- (10) For customer-specific products and production the following also apply:
- The customer's specifications must be at least in text form (e. g. e-mail) and must be submitted to the contractor prior to conclusion of the contract.
  - If products are manufactured according to the customer's exclusive specifications, HARTING will not check them, but will only merge existing products into one unit according to customer requirements; however, HARTING will not examine the place of use, the intended use or the specific utilization or application, or the functionality of the customer-specific products/solutions. The customer shall be liable for freedom from defects, completeness, and freedom from third party rights of the specifications passed over to HARTING.
  - HARTING guarantees the characteristics according to the respective accompanying letter for test products, pre-production devices and/or prototypes which HARTING supplies to the customer, which are used by the customer during the development stage and have not yet been released. The use of prototypes in operative real-time operations must at all events be avoided by the customer. If the customer is guilty of a breach of this obligation, any liability on the part of HARTING shall be excluded. If a third-party claims against HARTING for this breach of obligation, the customer shall indemnify HARTING for all claims and expenses.

## 10 Claims for damages

- (1) Unless otherwise stipulated in these terms and conditions of supply, claims for damages and claims for reimbursement of expenses by the customer, irrespective of the legal basis, are excluded, in particular due to a breach of obligation arising from the contractual obligation and from tort.
- (2) The provisions of the preceding point 10 (1) do not apply as far as liability exists:
- According to the Brazilian Civil Code
  - In the case of intent (fraudulent intent)
  - In the case of gross negligence on the part of owners, legal representatives, or senior executives
  - In the event of non-compliance with an assumed guarantee
  - Due to culpable injury to life, body, or health
  - Due to a culpable breach of major contractual obligations. Major contractual obligations are those the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly trust and rely. This expressly includes the performance obligations.
- (3) Claims for damages for a slightly negligent breach of major contractual obligations is limited to foreseeable damage typical of the contract.
- (4) Recourse by the customer in accordance with point 10 (2) f is determined by HARTING in each individual case at its discretion, and in the event of dispute, the appropriateness of its amount is to be reviewed by the competent court as defined in point 13. This does not apply insofar as the claim is based on a sale of consumer goods and a corresponding transfer of claims.
- (5) A change in the burden of proof to the detriment of the customer is not connected with the above regulations.

## 11 Code of Conduct

HARTING has committed to complying with a Code of Conduct based on the conduct and ethics guidelines of ZVEI e.V. (electrical and digital industry). Through our website, we offer employees, business partners and third parties' access to a protected mechanism for confidentially reporting potential violations of the law and the principles of the Code of Conduct and our whistleblower guidelines.

## 12 Reservation of performance

- (1) The customer must ensure strict observance of all relevant export regulations which are applicable nationally or internationally, obtain all the necessary permits and, if necessary, provide all information and documents needed for

export, shipment, or importation in the corresponding country of delivery.

Delays due to export audits or approval procedures override agreed deadlines and delivery periods. In this case, HARTING and the customer shall agree on mutually acceptable new deadlines. If the necessary permits are not issued within 6 calendar weeks following the delays, the contract shall be deemed not to be concluded with respect to the affected parts. Claims for damages by the customer are excluded to this extent and because of the aforementioned failure to meet the deadline. HARTING will provide the customer with the relevant contact points for further information on request.

- (2) In the event of a culpable violation of point 11 (1) by the customer, the latter shall, on first demand, indemnify HARTING from claims and pay compensation for any damages asserted against HARTING by HARTING's supplier or licensor, third parties or governmental and/or international authorities or organizations. The same applies to damages and expenses incurred by HARTING.
- (3) The performance of the contract by HARTING is subject to the proviso that there are no obstacles due to Brazilian, German, US and other applicable national, EU or international regulations of foreign trade law, as well as no embargoes or other sanctions.
- (4) All deliveries by HARTING are subject to the proviso that the customer must comply with all foreign trade legislation of the European Union, Brazil, Germany and the United Kingdom and other applicable national legislation when reusing or reselling the services. This applies in particular to deliveries to Russia or Belarus and to sanctioned persons and companies. In cases of doubt, HARTING is entitled to request a corresponding end-use declaration from the customer. Until such a declaration is received, HARTING shall be released from its performance obligation.

If there is a breach of these duties, the customer shall indemnify HARTING against any claims asserted by third parties immediately when requested to do so. In such instances, HARTING shall additionally be entitled to terminate all existing contracts with immediate effect and to assert its statutory claims for damages.

- (5) All obligations of HARTING are subject to proper delivery to itself. A corresponding declaration from the subcontractor shall be sufficient proof that HARTING is prevented from delivering and is not at fault. In addition, HARTING reserves the right to make allocations at its own discretion in the event of delivery problems at upstream suppliers'.
- (6) HARTING shall inform the customer immediately as regards the unavailability and immediately reimburse any counter-consideration. The same applies if required export licenses are not issued or cannot be used.

## 13 Packaging

The customer undertakes to use the products delivered to him under the HARTING brand directly in his company or to process them further or to deliver them to further processing companies so that the packaging of the respective products does not accumulate as waste at an end user or at comparable points of accumulation.

## 14. Choice of law, place of jurisdiction

- (1) If the customer is a merchant, the sole place of jurisdiction shall be the place of HARTING's registered office for all disputes arising directly or indirectly from the contractual relationship. However, HARTING is also entitled to sue at the registered office of the customer.
- (2) Contracts which are or have been concluded under the conditions of these terms of delivery and their interpretation are subject to Brazilian Laws.

## 15. Binding nature of these terms and conditions of delivery

A contract concluded under the conditions of these terms of delivery shall also remain binding in the remaining parts of the contract in the event of the legal invalidity of individual provisions of the contract or these terms of delivery. This does not apply if adherence to the contract would constitute an unreasonable hardship for a party.