

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

§ 1 Scope of application, form

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

(2) The following PO Terms shall apply to all contracts under which Cummins purchases services within the meaning of Sections 611 et seq. BGB ("Services"). If, in addition to the contractual Services, works are also agreed upon, the Cummins Purchase Order Terms and Conditions for Products (Direct Purchasing) shall apply. Unless otherwise agreed, the PO Terms in the version valid at the time of the Cummins purchase order or, in any case, in the version most recently communicated to the Supplier in text form, shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) Services within the scope of these conditions include in particular services of all kinds, consulting services, transport services, cleaning services, sorting services, maintenance services, assembly services, development services, repair services and others.

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

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

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

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

§ 2 Conclusion of contract

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

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

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

§ 3 Performance of Services

(1) The scope of Services is determined by the purchase order placed by Cummins.

(2) The Supplier shall perform the Services personally and with its own personnel and shall not impose any obligation on Cummins to third parties. The involvement of third parties (e.g. subcontractors) always requires the prior written consent of Cummins.

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- (3) The Supplier shall perform the Services and work assigned to him under his own direction and responsibility. Only the Supplier is authorized to give instructions to his employees.
- (4) The Supplier shall only use carefully selected and qualified employees in the performance of the Services. In doing so, the Supplier shall pay special attention to Cummins' interest in continuity. Supplier shall, at the request of Cummins, replace employees who do not have the required expertise or who otherwise interfere with the performance of the contract. The Supplier shall bear the additional costs resulting from such replacement.
- (5) The Supplier is responsible for the compliance with the contractual obligations by his employees (in particular secrecy and data protection). The Supplier must inform all deployed employees about the relevant regulations and monitor compliance with them.
- (6) When performing Services on Cummins or Cummins customer premises, the Supplier shall comply with the applicable safety regulations and information guidelines and other internal regulations provided by Cummins to the Supplier.
- (7) The Supplier is obligated to regularly inform Cummins of the progress of the Services and shall immediately notify Cummins in writing of any circumstances that (could) affect the performance of the contract. Upon completion of the Services, Supplier shall account for its performance and return to Cummins any and all items obtained for any reason as a result of the performance of the Services.
- (8) Cummins may request changes to the contractual Services at any time. The Supplier may object to the changes if it cannot reasonably be expected to implement the changes. Supplier will provide Cummins with a written offer for additional or more extensive services. Section 3 paragraph 1 applies analogously.
- (9) The Supplier undertakes to use environmentally friendly products and processes within the scope of economic and technical possibilities.
- (10) If the Supplier does not perform his Services or does not perform them within the agreed time or if he is in default, our rights - in particular to rescission, termination and damages - shall be determined in accordance with the statutory provisions. The regulations in paragraph 11 remain unaffected.
- (11) If the Supplier is in default, we can - in addition to further legal claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the delayed Services. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

§ 4 Obligations to cooperate and contribute

- (1) The Supplier must expressly and conclusively list any required cooperation and contribution obligations of Cummins in its offer. In addition to the obligations to cooperate and contribute that are expressly stipulated in the individual contract, the Supplier may only demand further cooperation or provision from Cummins to the extent that such cooperation or provision is reasonable for the proper performance of the contractual Services for Cummins, in particular taking into account operational concerns and the time and financial expenditure involved.
- (2) The Supplier must notify Cummins in writing without delay, but no later than 1 week after becoming aware of insufficient cooperation, otherwise we shall not be in default.

§ 5 Prices and payment terms

- (1) The price stated in the purchase order is binding. All prices include statutory value added tax, unless this is shown separately.
- (2) Unless otherwise provided for in the purchase order, no further remuneration is due and the agreed remuneration shall cover all expenses and costs necessary for performance of the Services in accordance with the contract, including insurance, transport, travel and catering costs.
- (3) Unless otherwise agreed, payment for the Services shall only be made after the Services have been rendered in full. The agreed remuneration is generally due for payment within 30 calendar days after complete performance of the Services and receipt of a proper invoice. Longer payment terms can be agreed individually. If partial Services have been agreed, partial payments shall only be made after complete provision of the respective partial Service. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before the

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expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

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

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

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

§ 6 Confidentiality

(1) The Supplier is obligated to treat all information, such as technical, commercial or organizational information, which becomes known to him through the business relationship with Cummins as a trade secret and to keep it secret for the duration of and after completion of the performance of the Services and not to make it available to any third party. The only exception to this is information that is or becomes generally known without violation of these provisions.

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

(3) The above provision shall apply *mutatis mutandis* to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for the purpose of rendering his Services. Such items must - as long as they are not processed - be stored separately at the expense of the Supplier and insured to a reasonable extent against destruction and loss.

§ 7 Warranty

(1) The Supplier is liable for the careful, correct, timely and professional provision of the agreed Services.

(2) The Supplier guarantees that the Services are free of defects, correspond to the specifications, documentation and quality agreements agreed in the order, are suitable for use in accordance with the contract and comply with the current state of the art and science as well as the relevant national and international legal provisions including the regulations and guidelines of authorities, professional associations and trade associations. If the Supplier has any objections to the type of execution requested by Cummins, the Supplier must notify Cummins immediately in writing.

(3) Cummins will inspect the Services within a reasonable period of time for externally apparent deviations in quality and quantity. The Supplier shall be notified immediately of any defects found.

(4) The Supplier shall be notified of any deviations in quality and quantity that are not externally apparent as soon as they are discovered in the normal course of business. The notification shall be deemed timely if it is made within a period of 10 working days after the defect has been detected.

(5) In the event of defects occurring within the limitation period, Cummins is entitled to demand, in addition to the statutory warranty claims, free rectification of the defective performance or a deduction from the agreed remuneration corresponding to the reduced value. Additional project-specific agreements may be made for this purpose, in particular in the form of an at-risk fee.

(6) The Supplier shall bear all expenses incurred in connection with the detection and rectification of defects.

(7) If the Supplier does not comply with Cummins' request to remedy the defect within a reasonable time period set by Cummins, Cummins is entitled to take the necessary measures itself or have them taken by third parties at the Supplier's expense. If a deadline is not required, Cummins has this right even without setting a deadline.

(8) Without prior consultation, measures to remedy minor defects or to prevent disproportionately large damage or to avoid endangering the operational safety of Cummins or third parties may be carried out by Cummins or third parties commissioned by Cummins at the expense of the Supplier. Cummins will

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promptly notify the Supplier of the reason, nature and extent of such actions. This does not affect the Supplier's warranty obligations.

(9) The statute of limitations for warranty claims is governed by the statutory provisions and begins with the complete fulfilment of all Services agreed under an order.

(10) For repaired or replacement Services or parts thereof, the limitation period for warranty claims shall begin anew from the time of rectification of defects.

(11) Otherwise, in the event of non-performance or poor performance or other breaches of contract, the statutory provisions shall apply.

§ 8 Rights to work results

(1) In connection with the performance of service contracts, Cummins shall be exclusively and fully entitled to any rights of use in work results, in particular documentation, reports, charts, diagrams, images, photographs, films, carriers of data for visual reproduction, data carriers, etc.

(2) Cummins shall become the owner of all documentation supplied by the Supplier and prepared under the agreement. Cummins shall receive an exclusive, irrevocable, transferable right of use, unrestricted in time, space and content, for all types of use, of such documents and other results and unprotected knowledge arising from the cooperation.

(3) If, in the course of performance of the contract, existing industrial property rights, copyrights or unprotected knowledge (know-how) of the Supplier are used and if these are necessary for Cummins to exploit the work result, Cummins shall receive a non-exclusive right of use; this right shall be settled with the contractual compensation and shall include all types of use.

(4) Supplier shall promptly notify Cummins of any inventions or other protectable results arising in connection with the Services performed for Cummins and provide Cummins with all necessary information. All inventions shall be assigned to Cummins.

§ 9 Liability; Insurance

(1) Cummins and the Supplier shall be liable in accordance with the statutory provisions, unless otherwise agreed in individual contracts.

(2) The Supplier shall take out and maintain a customary business liability insurance or professional liability insurance appropriate to the risks involved in the performance of the Services with a lump sum coverage of at least 5 million EUR per personal injury/property damage. The interest of Cummins shall be noted on the policy and Cummins shall be scheduled on an Indemnity to Principals clause. The Supplier shall send us a certificate of insurance at any time upon request.

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

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

§ 10 Intellectual Property Rights

(1) In accordance with paragraph 2, the Supplier shall guarantee that no rights, in particular industrial property rights of third parties in countries of the European Union or other countries in which the Supplier provides the Services or has them provided, are infringed by the Services provided by him.

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

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

§ 11 Term and termination

(1) The contract has the term agreed in the order or in the individual contract.

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(2) If no fixed term has been agreed, the contract may be terminated in writing by both parties to the contract by giving three months' notice to the end of a quarter.

(3) Notwithstanding paragraph 2, Cummins has the right to terminate the contract in whole or in part without giving reasons by giving 30 days' written notice to the Supplier. In such a case, Cummins shall pay the Supplier for all Services rendered by the Supplier up to the effective date of the termination.

(4) The right of the contracting parties to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist in particular if an application has been filed with the respective other party for the opening of insolvency proceedings or if insolvency proceedings have been opened or the opening has been rejected for lack of assets or if proceedings are being conducted for the acceptance of an affidavit. Good cause for Cummins shall also be deemed to exist if the performance of the order is visibly jeopardized by the Supplier's inability to perform or if the Supplier, despite reminder with a reasonable grace period, fails to perform the Services in accordance with the contract or if facts become known which give rise to a presumption of pseudo self-employment on the part of the Supplier.

(5) The provisions contained in §§ 6 and 8 shall remain effective even after the termination of the contract.

§ 12 Statute of limitations

(1) The mutual claims of the parties to the contract, including non-contractual claims for damages, shall become time-barred in accordance with the statutory provisions, unless otherwise specified.

(2) Upon receipt of our written notification of defects by the Supplier, the limitation of warranty claims shall be suspended until the Supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims.

§ 13 Compliance with laws

(1) In connection with the contractual relationship, the Supplier is obliged to comply with the relevant legal provisions applicable to him. This applies in particular to the regulations on the statutory minimum wage, accident prevention, occupational and machine safety, anti-corruption and money laundering laws as well as antitrust, environmental protection and other labour law regulations.

(2) The Supplier shall make reasonable efforts to ensure that any sub-suppliers comply with the obligations of the Supplier contained in this § 13.

(3) Supplier will indemnify and hold Cummins harmless from and against all claims and demands made by third parties against Cummins for violations of the obligations contained in this Section 13, paragraphs 1 and 2. In addition, Supplier shall be liable for any damages incurred by Cummins as a result of any failure to comply with the obligations of this Section 13.

§ 14 Compliance with Cummins Policies

The Supplier agrees to conform to the Cummins Environmental Policy and to the procedural requirements associated with the Cummins Environmental Management System. The Supplier shall ensure it understands its obligations under the Cummins Environmental Management System and assumes responsibility for the consequences of departing from specified procedures. Supplier shall comply with (i) Cummins Supplier Code of Conduct, (ii) Cummins Corporate Environmental Policy and Environmental Standards, (iii) Cummins Supplier Handbook, (iv) Cummins standard supplier chargeback policy (called Supplier Accountability for Material Non-Conformance (MNC) Disruptions), (v) Cummins Green Supply Chain Principles, and (vi) Restriction of Prohibited Materials. Link to access these policies can be found at <https://supplier.cummins.com>. To obtain further information, please refer to supplier.cummins.com or email supplier.compliance@cummins.com.

§ 15 Governing law and Jurisdiction

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

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

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with these PO Terms or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

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

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