

## General Terms and Conditions for Schaeffler Digital Services Version 02 dated March 15<sup>th</sup>, 2022

### General Terms and Conditions for Schaeffler Digital Services

Schaeffler's Digital Services in the form of digital condition monitoring, analysis and predictive services as well as remote control of hardware (hereinafter referred to as "Service" or "Services") towards companies, legal persons under public law with a VAT identification number as well as towards public law special funds acting in their capacity as entrepreneurs for VAT purposes (hereinafter jointly referred to as "Customer") shall be provided by Schaeffler exclusively on the basis of the following terms and conditions (hereinafter referred to as "GTC").

#### **1 Contract Conclusion**

- 1.1 The Contract for a Service based on these GTC (hereinafter referred to as "Service Contract") as well as any amendments, supplementary agreements or other agreements shall enter into force when
  - 1.1.1 the customer has - following an offer by Schaeffler - confirmed on a Schaeffler website made available in connection with a Service offered, that it has read and accepted the GTC and Schaeffler has accepted afterwards an order by the Customer for a Service by means of an order confirmation; or
  - 1.1.2 a contract containing these GTC as an annex (hereinafter referred to as "Agreement") has been concluded in writing by signature of Schaeffler and by the Customer as Contracting Parties and Schaeffler has accepted an order of the Customer for a Service by order confirmation on the basis of the Agreement.
- 1.2 Depending on the Services and the product solution offered by Schaeffler, the Customer is permitted to (i) use the Services for its own internal use or (ii) use the Services as an independent service provider ("Service Partner") for the analysis of data of its own customers (hereinafter referred to as "End Customer"). As a Service Partner, the Customer may thereby pass on and provide the results of the Services provided by Schaeffler to End Customers as its own contractual obligation on the basis of a contract concluded between the Customer and the End Customer, unless otherwise stipulated in the description of the respective Services.
- 1.3 Schaeffler shall not accept any conflicting general terms and conditions of the Customer. Such terms and conditions are hereby expressly rejected. They shall not become part of the Service Contract either by acceptance of an order or by any other circumstances which might imply agreement.
- 1.4 If the Services are provided together with hardware products supplied by Schaeffler, the sale and delivery of the hardware shall, unless otherwise agreed in writing between Schaeffler and the Customer, be made exclusively on the basis of the Schaeffler's General Conditions of Sales and Delivery, (i) which are made available and can be accessed on the Schaeffler website or (ii) to which reference is made in offers and order confirmations of Schaeffler. The provisions of these GTC relating to the use and application of the hardware and its components shall always apply, irrespective of whether the hardware is ordered by the Customer before, without, simultaneously with or after the conclusion of a Service Contract.

#### **2 Content Digital Services**

- 2.1 The scope and content of the Services shall be governed exclusively by the scope and content as set forth in the signed Agreement or as confirmed by Schaeffler in an offer or order

confirmation, both with reference to a service description provided to the Customer, if applicable.

- 2.2 Schaeffler may change, update or extend the content of a Service at any time at its own discretion if this is necessary for security or technical reasons (e.g. for the correction of errors), as well as due to functional extensions of the Service. In the event of functional updates that require a technical adjustment on the part of the Customer for the continued use of the Service, the Customer shall be informed of the change by e-mail at least 60 days before the change takes effect. Schaeffler points out that for technical reasons it is not possible to offer customer-specific older versions of the Service.

### **3 Obligations of Customer**

- 3.1 The Customer shall cooperate at its own expense in the provision of the Services to the extent necessary, in particular by providing technical support and/or adjustments to the extent necessary, by performing the activities within its area of responsibility according to the product/service description (e.g. self-installation, designation of administrator) and by cooperating to the necessary and reasonable extent in troubleshooting in the event of failures or errors of the Service (e.g. by providing information).

Depending on the monitored product and the selected Service, the Customer shall provide the data required by Schaeffler for the provision of the Services completely and in good time, e.g. (i) the meta data specified by Schaeffler in the respective service description of the Service (e.g. machine type or speed) as well as (ii) the measurement data recorded via sensors or other devices with a measurement function, such as data from vibration measurements (meta data and measurement data hereinafter collectively referred to as "Data").

Schaeffler shall not be obligated to provide any Service without the provision of correct and the minimum volumes of Data required by Schaeffler for the provision of the Services and/or in the event of non-fulfillment of the cooperation obligations by the Customer.

- 3.2 The Customer must not:
  - 3.2.1 Violate applicable law, infringe the rights of third parties or the rights of Schaeffler by using the Services or by its other conduct;
  - 3.2.2 Provide Schaeffler with information that contains material protected by intellectual property rights, including copyrights or trademarks, or by non-disclosure agreements, unless the Customer is entitled to do so;
  - 3.2.3 Resell the Services to third parties on behalf of Schaeffler; it is clarified that the Customer may not act as Schaeffler's representative in connection with its own business relationship with End Customers and may not conclude any contracts on behalf of Schaeffler;
  - 3.2.4 Pass on or license the results of the Services to third parties, unless (i) the third party is a customer of the Customer (End Customer) and the Customer acts as a Service Partner in this business relationship, or (ii) Schaeffler has expressly agreed to this in writing in advance;
  - 3.2.5 Transmit viruses, trojans, worms, malware, ransomware or similar harmful codes, software or programs that may damage the IT infrastructure, hardware or the property of Schaeffler or affiliated companies or third parties;
  - 3.2.6 Without permission steal or otherwise collect information about Schaeffler, Schaeffler affiliates or other customers using Services.
- 3.3 Only Schaeffler shall be entitled to use SIM cards pre-installed in the hardware for the provision of the Services to the Customer so that the Customer can use the Services solely for its own internal use of the Services. This right to use the SIM card shall not be transferred to the

Customer. As a Service Partner, Customer must acquire SIM cards for the functioning of the hardware under their own responsibility and in their own name and for their own account and must take into account and comply with applicable telecommunications law in all respects.

- 3.4 As a Service Partner, Customer is entitled to set up or have set up access to the OPTIME Digital Service Tenant for its End Customer as "End User" via a service frontend provided by Schaeffler. In doing so, it shall provide the information about the End Customer requested during the set-up process completely and correctly and inform Schaeffler that the End User is an End Customer. If the information is not provided completely and correctly, the service frontend cannot be activated for the End Customer.

The Customer shall be obliged to stipulate in its contract with the End Customer (i) that the End Customer accepts the relevant terms of use for any use of the service frontend, (ii) that the technical possibility of use of the service frontend by the End Customer constitutes a service provided by the Customer to the End Customer on the basis of the contract concluded between the Customer and the End Customer, (iii) that this does not establish an independent contractual relationship for the provision of Services between the End Customer and Schaeffler and (iv) that all data and information made available on the service frontend are services provided by the Customer to the End Customer.

Schaeffler shall check the compatibility of the provision of the results of the Services to the End Customer with the applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (U.S./USA) and other jurisdictions (hereinafter referred to as "Export Control Regulations") on the basis of the information requested for setting up the End Customer's access. The establishment of access to the service frontend for the End Customer as well as the further maintenance and provision of access is subject to the proviso that the applicable Export Control Regulations do not conflict with this. Should this be the case, Schaeffler shall be entitled to refuse, withhold and/or discontinue the installation and/or maintenance of access without any liability to the Customer. In such a case, further Section 15.3 shall apply.

## **4 Data**

- 4.1 The Services shall be performed on the basis of the Data provided to Schaeffler by the Customer. The Customer is the owner of the Data, but the Parties agree that the Data shall be available to Schaeffler for the performance, maintenance, improvement and/or further development of the Services, including the use of artificial intelligence. In this context, Schaeffler is expressly permitted to use and utilize or have used and have utilized the Data on a worldwide, perpetual, irrevocable, non-exclusive, free of charge, sublicensable and assignable basis. Schaeffler is permitted to make the Data available only to other companies of the Schaeffler Group and/or subcontractors of Schaeffler to the extent that this is necessary for the performance of the Services and for the maintenance, improvement and/or further development of the Services.
- 4.2 The Customer warrants that it is entitled to make the Data available to Schaeffler and to grant the rights described in Section 4.1, in particular if the Data is made available to the Customer by third parties, e.g. End Customers, or with equipment provided by third parties. The Customer shall indemnify and hold harmless Schaeffler against all claims, damages and/or losses asserted against Schaeffler by authorities or third parties due to the infringement of their rights, of laws or other regulations by the provision of Data, the granting of rights and/or the use of the Data.
- 4.3 If the Customer terminates a Service Contract and/or the Agreement, Schaeffler shall delete the Data provided by the Customer from the production systems of the Service. For technical reasons, however, it may be necessary for Schaeffler to continue to store the Data in backups or quality assurance systems for up to a further 12 months from termination of the contract.

The Customer shall not be entitled to demand an extract or overview of the Data provided by it. Schaeffler shall be entitled without restriction to continue to use all results, findings, product improvements and product developments, which are also based on the Data provided by the Customer, free of charge and for an unlimited period of time, even after deletion of the Data.

- 4.4 The Parties shall take technical and organizational security measures as defined in the Service Description OPTIME to protect the Data.
- 4.5 Sections 4.1, 4.2 and 4.3 shall not apply if the Data are personal data. Personal data are data that is considered personal data under the applicable law at Schaeffler's registered office, in individual cases at the Customer's registered office or at the location where the Customer's equipment is operated and is therefore subject to special legal protection. Insofar as the Data are personal data, both Parties shall comply with the applicable data protection law and mutually agree on further steps to comply with the legally required data protection.
- 4.6 If, within the scope of a Service, the Customer further analyzes and comments on the Data and the delivered results of the Service in a software application or digital user interface provided by Schaeffler (e.g. by means of labels, comments etc.), Sections 4.1 and 4.2 shall apply accordingly to the corresponding findings and evaluation results as well as notes and entries.

## **5 Performance of the Services**

- 5.1 The Services shall be provided within the scope of the existing technical and operational possibilities of Schaeffler as well as the service description available on the Schaeffler website or specified in the Agreement. Service levels are only binding if they are expressly agreed by Schaeffler with the Customer.

The Services are the provision of services. Schaeffler assumes no responsibility for the achievement of specific results or for any particular type of success in connection with the provision of the Services.

The Services are provided on the basis of the data and other information provided by the Customer and of the measurement data recorded via sensors or other devices with a measurement function at a specific point of time. The results of the Services, which include stochastic probabilities in particular, are recommendations and serve the purpose of supporting decisions by the Customer. The Customer shall be solely responsible for any decision it makes on the basis of or in connection with the Services of Schaeffler and the results of the Services, in particular also for settings made itself within the scope of a remote function offered for controlling hardware activated by the Customer.

Schaeffler shall be entitled to provide the Services by way of subcontracting (subcontractors, suppliers).

- 5.2 A deadline for the completion of the Services shall only be binding if such binding nature has been expressly agreed with the Customer. In any case, deadlines shall be subject to the mutual clarification of all issues related to the performance as well as the requirement of the Customer's cooperation and technical support, in particular the timely provision of all documents, Data and other information to be provided by the Customer. If these prerequisites are not met in time and/or are not complete, the performance deadlines shall be extended accordingly to a reasonable extent.
- 5.3 The Customer shall be entitled to demand compensation for delay insofar as Schaeffler is in default with a Service and the Customer has suffered damage as a result. A delay occurs if access to the Service has not been made available by Schaeffler at the time agreed with the Customer,

provided that the Customer has performed all its own cooperation obligations. If an availability or Service Level has been agreed, a delay shall also exist if the Service was not available as agreed.

The compensation shall amount to 0.5% of the value of the respective Service (agreed monthly price for Service) for each day of delay, but in total not more than 5% of the value of the respective agreed monthly price for the Service that could not be used on time or as agreed as a result of the delay.

Schaeffler shall be entitled to offset any existing compensation against future invoice claims towards the Customer.

In accordance with the statutory provisions, the Customer may only withdraw from the Service Contract if the delay in performance is the fault of Schaeffler. All further claims in connection with the delay shall be governed conclusively by Section 10 of these GTC.

- 5.4 Any rights arising from delayed Service may not be asserted by the Customer until the Customer has given notice of the delay and a reasonable deadline for performance, and this deadline has expired unsuccessfully.
- 5.5 If Schaeffler makes software available to the Customer as a Service or for use or in connection with a Service, Schaeffler grants the Customer a non-exclusive, time-limited, chargeable, non-sublicensable and non-transferable right to use the software for the intended purpose as specified in the service description of the corresponding Service. Insofar as the software is provided as a software copy to be installed locally, the Customer shall be entitled to use the software copy and copies thereof on its own end devices. A transfer of the software copy for use of third parties is only permitted if the Customer uses the Service as an independent Service Partner towards the third party as the End Customer. Further rights of use are not granted.
- 5.6 All rights in the results of the Services shall belong to Schaeffler. The Customer has no ownership of these results. Schaeffler grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the results for its own business purposes. This includes the right to pass on the results to End Customers if the Customer uses the Services as an independent Service Partner. Passing on or licensing the results to other third parties is not permitted.

## 6 Force Majeure

- 6.1 If one Party is unable to perform any of its obligations under the Service Contract due to Force Majeure or other unforeseeable events beyond the Party's control (hereinafter referred to as "Force Majeure"), the Party shall be excused from performing such obligation for the duration of the Force Majeure and the related performance periods shall be automatically extended by the period of the applicable Force Majeure plus any required grace period. Force Majeure includes, but is not limited to, (i) wars (including terrorist and warlike acts, even if no formal state of war has been declared), insurrections, popular uprisings, rebellions, civil wars, sabotage, (ii) fires, floods, droughts, monsoons, hurricanes, tornadoes, typhoons, cyclones, lightning, thunderstorms, landslides, land erosion, earthquakes, volcanic activity, famines, explosions, scientifically unexplained events or other natural disasters, (iii) epidemics, pandemics, quarantines resulting from epidemics or pandemics, (iv) governmental acts or actions of any authority/state or prohibitions, (v) changes in applicable laws (including the enactment of new laws and the repeal or amendment of existing laws) or judicial or official interpretation or implementation of the aforementioned laws made and/or promulgated after the effective date of the Service Contract (hereinafter referred to as "Change in Law"), to the extent that performance of the Party's obligations is affected by such Change in Law, (vi) disruption of operations of any kind, disruption in supply from normally reliable sources (e.g. electricity, water, fuel and the like), shortages of energy and raw materials, transport delays, (vii) defective or

delayed deliveries and/or services of suppliers and/or subcontractors for which the Party had concluded a corresponding agreement with the respective supplier or subcontractor to cover requirements at the time of the conclusion of the Agreement for which the Party is not responsible, or (viii) strikes, lockouts or labor shortages.

- 6.2 In the event of Force Majeure, the affected Party shall notify the other Party in text form as soon as possible and shall use all reasonable efforts to limit the effects of the Force Majeure. If the Force Majeure circumstances and the resulting impediments to performance continue for more than 30 days, either Party may terminate the Service Contract. It is agreed that payments for partial services rendered shall continue to be due and the Parties shall bill accordingly without undue delay.

## **7 Prices and Payment**

- 7.1 The prices for the Services shall be specified and regulated on the Schaeffler OPTIME website, in the Agreement or in the offer of Schaeffler.
- 7.2 Should a sales/value added tax or comparable tax become due, this shall be expressly stated in the invoice in the amount applicable at the time of performance and shall be paid by the Customer in addition to the net price.
- 7.3 Payment shall be made within 30 days of receipt of the invoice to one of Schaeffler's bank accounts specified in the invoice using the payment methods supported by Schaeffler, unless different payment terms have been agreed with the Customer in individual cases. Depending on the payment methods or the involvement of payment service providers, different payment terms may apply, which will be announced on the Schaeffler OPTIME website or agreed in the Agreement. An invoice shall be deemed received within 3 business days after dispatch, unless the Customer can prove otherwise.
- 7.4 The Customer shall be deemed to be in default with respect to any payment as soon as it is in default with respect to any payment date, unless the default is due to circumstances beyond the Customer's control. The Customer shall not be entitled to exercise any right of set-off or retention with respect to any counterclaim, unless such claim has been confirmed by a final binding court judgment or such claim is undisputed.
- 7.5 Payment shall be made in full amount without deductions unless the Customer is required by law to deduct withholding tax (income tax) from the amount payable to Schaeffler. The Customer shall cooperate with Schaeffler to ensure that the amount of withholding tax required by law or with respect to double taxation agreements is kept as low as possible and that Schaeffler obtains tax relief through the amount withheld. To the extent required by the respective mandatory law, the Customer shall withhold the relevant taxes and duly pay them to the competent tax authorities in accordance with the applicable law. In this case, the Customer shall immediately provide Schaeffler with the originals of the corresponding tax payment certificates. Withholding tax shall not be deducted if and to the extent that Schaeffler submits a valid certificate from the competent tax authorities regarding exemption from deduction in accordance with the relevant double taxation agreement.
- 7.6 All other local taxes (including sales tax, excise tax, or similar taxes), duties or other governmental charges of any kind shall be borne by the Customer.

**8 Warranty**

The Services provided by Schaeffler are subject to statutory provisions, and Schaeffler provides the Services in accordance with recognized professional standards.

Schaeffler does not warrant the usability or merchantability of the results of the Services for the Customer's purposes.

Schaeffler does not warrant that the Services and their results are fail-safe.

**9 Confidentiality**

9.1 The Parties shall treat all information received from the other Party as confidential. This obligation shall not apply to information (i) which is already known to the receiving party by lawful means without an obligation of confidentiality at the time of receipt, (ii) to information of which the receiving party has subsequently become aware by lawful means without an obligation of confidentiality, (iii) to information which is or becomes generally known without a breach of contract by one of the Parties or (iv) to information which has been independently developed by one Party without reference to the confidential information. There shall also be no obligation to keep information confidential to the extent that the receiving party is required to disclose the information pursuant to an order of a court, administrative authority or by law.

9.2 Each Party shall be entitled to disclose such information to its affiliates to the extent that such affiliates are bound by similar confidentiality obligations, provided that the Party disclosing the information shall be directly liable to the other Party for any breach of such obligations by an affiliate.

9.3 Each Party retains its ownership and all rights to the information, documents and data carriers provided to the other Party. The reproduction or disclosure of such information, documents or data carriers is only permitted with the written consent of the other Party providing these.

9.4 None of these provisions shall restrict Schaeffler's right to use and exploit the Data as described in these GTC or to use and exploit the results obtained by Schaeffler's use of such Data for the purposes set out in Section 4.

**10 Term and Termination**

10.1 A Service Contract concluded in accordance with Section 1 shall, in the case of a subscription model, have the term or the Minimum Term (i) as specified in the provisions on the contract term for the selected subscription model on the Schaeffler website or (ii) as offered by Schaeffler and confirmed by Schaeffler in the respective order confirmation. During the Minimum Term, termination of the Service Contract is excluded; the Service Contract shall be automatically renewed for further 12 months in each case if it is not terminated with a notice period of 3 months to the end of the Minimum Term or to the end of an Extension Period.

10.2 The Customer shall be entitled to terminate the Service Contract with immediate effect if the Customer does not agree with any changes to the Services for functional update notified to the Customer in accordance with Section 2 of these GTC. This right of termination shall be the Customer's exclusive remedy with respect to the amendment, modification or extension of the content of the Service. In particular, the Customer shall have no right to reimbursement of any fees paid.

- 10.3 Schaeffler shall be entitled to terminate the Service Contract with immediate effect and without any liability towards to the Customer if Schaeffler determines that applicable export control regulations or Schaeffler's internal export control regulations based on such export control regulations (i) make the provision of Services impossible and the provision appears impossible for the foreseeable future based on reasonable considerations or (ii) if, in Schaeffler's unilateral discretion, there is a risk that sanctions could be imposed for the provision of Services or the performance of other obligations under the Service Contract.
- 10.4 Schaeffler shall be entitled to terminate the Service Contract immediately after a corresponding reminder and unsuccessful expiry of a reasonable period if the Customer violates provisions of the Service Contract. Schaeffler shall be entitled to terminate the Contract immediately without notice if the Customer passes on hardware provided by Schaeffler with installed SIM cards to third parties.
- 10.5 The right of each Party to terminate without notice for other good cause shall remain unaffected.
- 10.6 Any termination must be made in writing (e-mail to the e-mail address provided by the Customer during registration or provided by Schaeffler on the OPTIME Schaeffler website is sufficient).
- 10.7 In the event that the provisions of these GTC have been violated and Schaeffler has terminated the Service Contract, the Customer shall have no claims for reimbursement. In such cases, Schaeffler shall not be liable for any damages incurred by the Customer as a result of the termination of the Service Contract.

## **11 Liability**

- 11.1 Unless otherwise agreed, Schaeffler's liability, irrespective of the legal grounds and irrespective of statutory requirements for claims, shall be subject to the following limitations and exclusions in accordance with Sections 11.2 to 11.5, which shall also apply to employees, representatives and contractors of Schaeffler and other third parties with whom Schaeffler cooperates in connection with the performance of the Contract.
- 11.2 The Customer shall have no right to withdraw from or terminate the Service Contract due to a breach of obligation, unless the breach of obligation is the result of willful misconduct of Schaeffler. Other termination rights of the Customer due to a breach of obligation are excluded.
- 11.3 Schaeffler shall be liable to pay damages insofar as Schaeffler has acted with intent or gross negligence. Schaeffler shall only be liable for simple negligence in cases of injury to life, body or health or for damage resulting from the breach of an essential contractual obligation (duties in relation to which correct provision of services is necessary for the contract as a whole to be performed and upon compliance with which the contract parties regularly rely and are entitled to rely), in this latter case, however, the liability of Schaeffler shall be limited in amount to the damage typical for the contract and foreseeable at the time of conclusion of the contract. Schaeffler assumes that the damage typical for the Service Contract and foreseeable at the time of conclusion of the Service Contract shall not exceed the price of the respective agreed Service for a period of 12 months in the event of negligent breach of an essential contractual obligation. The Customer shall inform Schaeffler in any case if the damage exceeds the cost of the Service for 12 months. Schaeffler's liability for damages in the event of a breach of an essential contractual obligation shall therefore be limited in the event of simple negligence to the amount of the price of the agreed Service for a period of 12 months, unless the Customer proves higher damages in an individual case.
- 11.4 The Services are provided on the basis of networks and services of third-party operators. While Schaeffler will make all reasonable efforts to maintain the availability of the connectivity

required for the provision of the Services, Schaeffler shall not be liable for any failure or disruption in the provision of the Services due to failures or other disruptions in the public telecommunications networks used to transmit the required M2M communications.

- 11.5 The above limitations of liability shall not apply insofar as Schaeffler has fraudulently concealed a defect, in the event a guarantee has been provided for the quality of the Service and for claims of the Customer under the applicable product liability law.
- 11.6 Only the Customer shall be responsible for the correctness and completeness of the Data, documents or other information provided to Schaeffler; any liability on the part of Schaeffler in this connection shall be excluded.

## 12 Exclusion of Guarantee

- 12.1 The information provided in Schaeffler catalogs, printed materials, service descriptions, type lists, data sheets and other advertising material or in specifications, performance specifications, technical delivery conditions, in certificates (e.g. Certificate of Compliance), other forms or documentation, whether provided or retrievable in analog or digital form, shall in no case constitute a guarantee extending beyond the usual scope of a warranty. This also applies in particular to all information on reliability (service life, long-term stability etc.). These are solely statistically determined average values and are calculated to the best of Schaeffler's knowledge and belief, deviations are reserved in individual cases.

## 13 Indemnification

The Customer agrees to defend, indemnify and hold Schaeffler and its managing directors, executives, employees, affiliates and agents harmless against any and all actions, claims, demands, costs, liabilities, expenses and damages of third parties (hereinafter "Claims") related to or arising of (i) a breach of these GTC by the Customer, (ii) a violation of third party rights or applicable law by the Customer and/or (iii) services provided by the Customer as a Service Partner to End Customers. If any Claims are asserted against Schaeffler according to this Section, Schaeffler shall promptly notify the Customer in writing; failure to promptly notify the Customer shall not release the Customer of its obligations under this Section unless the Customer has been actually and substantially prejudiced by such failure. The Customer shall not settle any Claim without Schaeffler's prior written consent.

## 14 Limitation Period

The general limitation period for all claims of the Customer, in particular for claims arising from defects or defects of title in connection with the provision of the Services, shall be 12 months from the provision of the Services. Insofar as an acceptance has been agreed, the limitation period shall commence at the time of acceptance.

## 15 Export Control

- 15.1 In regard to business with Schaeffler products, technology, software, services or any other goods (hereinafter referred to as "Schaeffler Items"), the Customer strictly complies with all applicable European Union (hereinafter referred to as "EU"), United States of America (hereinafter referred to as "US") and other export control and sanction laws and regulations (hereinafter referred to as "Export Control Regulations").

The Customer shall notify Schaeffler beforehand and disclose any information (incl. end-use) necessary for Schaeffler to comply with Export Control Regulations in case Schaeffler Items are specifically ordered for use in connection with

- a. any country, territory, person or entity that is subject to any restrictions or prohibitions under the EU, US or any other applicable export control and sanction regulations or
- b. design, development, production or use of military or nuclear goods, chemical or biological weapons, rockets, space or air vehicle applications and means of transportation

## 15.2 Schaeffler informs the Customer

- a. that – for the purpose of the US Department of the Treasury’s Office of Foreign Assets Control (OFAC) regulations on Iran (“ITSR”) and Cuba (“CACR”) – Schaeffler must be treated as a US Person, and therefore
- b. that Schaeffler Items shall not– without required prior authorization by the competent US governmental authorities – be used, supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to any country or territory that is subject to any restrictions or sanctions of the US government or any person or entity on any sanction list maintained by the U.S. government.

15.3 The fulfillment of the contractual obligations by Schaeffler is subject to the proviso that the applicable Export Control Regulations do not contravene. In such a case, Schaeffler is in particular entitled to refuse or withhold the contractual fulfillment without any liability towards the Customer.

## 16 Final Provisions

16.1 All differences or disputes arising from these GTC shall be settled by amicable settlement of the Parties. An attempt to reach a settlement shall be deemed to have failed as soon as one of the Parties notifies the other Party thereof in writing.

16.2 If all attempts to reach a settlement have failed, the disputes shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (hereinafter referred to as “the Rules”) by 3 arbitrators appointed in accordance with the Rules. The place of arbitration shall be Zurich, Switzerland. The language of the arbitration proceedings shall be English. The procedural law of this place shall apply if the Rules are silent. The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the question of the costs of the arbitral proceedings.

16.3 The law of the Switzerland shall apply to the contractual relationship.

16.4 Any failure or partial failure or omission to timely assert any right under this Service Contract shall not constitute a waiver of such right or any other right.

16.5 Should any provision of these GTC be or become invalid, the remaining provisions shall remain unaffected thereof. In such a case, the Parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the original invalid provision. The same shall apply in the event of a contractual gap.