

Annex 3 of the DRAEXLMAIER Group Global Terms and Conditions of Purchase

DRAEXLMAIER Group Spare Parts Requirements for Production Material

Revision 3, dated May 1, 2018

1. Spare parts and alternative product requirements

In addition to the delivery of Products in series, Supplier shall ensure compliance with the spare parts requirements set forth herein. In addition, in particular if a Product or part thereof ("**Product Part**") is discontinued from the production in series for Supplier, a supply of spare parts for the respective Product or Product Part ("**Spare Parts**") shall be ensured by Supplier from the conclusion of the Purchase Contract and for at least fifteen (15) years after the date on which Buyer's stocks for the respective Product or Product Part run out ("**EOP**"); Buyer shall inform Supplier of the EOP. Supplier shall ensure that the Spare Parts can be delivered at any time to Buyer and Customer. Further requirements can be agreed on in the Nomination Letter.

The foregoing obligations of Supplier shall apply both to customer-specific manufactured Products and standard Products. The quality, functionality and performance of Spare Parts shall be the same as that of the respective Products and Product Parts delivered in series.

If the discontinuation of a manufacturing process or Products or Product Parts is intended by Supplier, Buyer shall be notified without request and without undue delay and a test sample of an alternative product or part as equivalent as possible to the respective Product or Product Part in terms of quality, functionality and performance ("**Alternative Products**") shall be made available to Buyer at no extra cost. An appropriate offer for the delivery of Alternative Products in series shall be submitted to Buyer if Buyer requests so. For the time until an appropriate Alternative Product is provided, Supplier shall make a sufficient amount of the discontinued Products or Product Parts available to Buyer, provided that any delivery obligations, in particular obligations to deliver certain quantities, under the Purchase Contract shall be fulfilled in any case.

Buyer's obligation to take delivery from Supplier in the spare parts service shall be excluded.

The provisions of the Terms and Conditions applicable to Products, including the provisions regarding claims for defects, shall apply to Spare Parts and Alternative Products, provided that the provisions in this Annex 3 shall prevail in the event of a conflict.

2. Spare parts service scenario

Supplier shall be obliged to supply Spare Parts as soon as the first request is submitted by Buyer and to prepare for such supply upon Buyer's first enquiry regarding the supply of Spare Parts. Batch sizes, packaging, short-term changes in quantity, etc. shall be taken into account.

3. Prices in the spare parts service

For standard Products, from the conclusion of the Purchase Contract until the EOP, the price for Products and Product Parts, respectively, in series shall be valid for the Spare Parts to be delivered. Over the first five (5) years after the EOP, the agreed price for the last delivery of Products and Product Parts, respectively, in series to Buyer ("**Last Series Price**") plus the costs for special Spare Parts packaging shall be valid for the Spare Parts to be delivered. For year six (6) after the EOP, a Spare Parts price shall be agreed prior to the end of the fourth year after the EOP. This price shall be valid from year six (6) after the EOP unless

otherwise agreed in a Purchase Contract. If the parties cannot agree on such price, the Last Series Price plus the costs for special Spare Parts packaging shall be valid.

Changes to the Last Series Price in the last year prior to the EOP or thereafter will only be taken into account if they are based on Buyer's or the Customer's requirements. Any additional price increases or charges have to be agreed on in writing and shall be documented in an in-depth cost breakdown. Only such documentation shall form the basis for negotiations of any price increases.

Equipment costs including costs for Tools shall not be taken into account with respect to the Spare Parts price. Buyer shall only reimburse expenditure in connection with the Spare Parts service described herein to the extent agreed in writing.

4. Safekeeping obligation in the spare parts service

Resources, testing equipment, test programmes, documents, hardware and software shall be maintained in permanent stock by Supplier for the duration of the Spare Parts service. Costs for Spare Parts and maintaining stocks will only be paid for and reimbursed, respectively, by Buyer to the extent set forth herein unless agreed otherwise.

5. Definitions

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.