Purchasing Terms and Conditions

as of August, 1st 2022

I. Scope of the global Purchasing Terms and Conditions

1. These Terms and Conditions apply to any and all contracts that may be concluded by ***Mambo Technologies*** (hereinafter referred to as "Mambo") as buyer or ordering party unless expressly agreed otherwise in writing. Only these Purchasing General Terms and Conditions are to apply. Even if Mambo has failed to explicitly object, general terms and conditions of the seller, supplier or service provider (hereinafter collectively as: supplier) will not be accepted. Such terms will only become an integral part of the contract where Mambo has explicitly agreed in writing.
2. The Purchasing Terms and Conditions of Mambo also apply to any and all future transactions with the supplier.
3. The Mambo affiliates have the right to order products and services from the supplier subject to the terms and conditions set out in these Purchasing Terms and Conditions. (An **"affiliate of Mambo/Mambo affiliate**" means a company in which Mambo directly or indirectly holds a majority of shares or voting rights.) An independent contractual relationship between the affiliate and the supplier only will be established by each and every purchase order placed by an affiliate as well as any sale and purchase agreement resulting from such purchase order. Mambo will not be bound by any obligations resulting from such contractual relationship, rather, only the respective affiliate will be bound by contract. Mambo will not assume responsibility or liability for the its affiliates' obligations.
4. Mambo also has the right to use these Purchasing Terms and Conditions as a basis for placing purchase orders for products and services with affiliates of the supplier.
5. This is without prejudice to any rights of Mambo beyond those stipulated in the Purchasing Terms and Conditions which Mambo may have under any provisions of law.

II. Formation of contract

1. Only promises to enter into contract (offers in law of contract) sent to the supplier by Mambo in writing and by data transmission as purchase orders or delivery schedules will be considered to be legally binding.
2. Where Mambo remains silent in response to proposals or requirements submitted by the supplier, such silence is, unless explicitly agreed otherwise in writing, not under any circumstances to be interpreted as consent.

III. Scope and nature of obligor's obligation

1. The scope of the obligation of the supplier as the obligor in the obligational relationship with Mambo which constitutes an actionable claim of Mambo as the oblige will be determined based on the specifications and terms of reference provided at the time of formation of contract or, in the absence of such, on the information provided in offers, quotes, brochures and website content of the supplier.
2. Unless explicitly agreed otherwise in writing, deliveries made by the supplier must conform to applicable DIN and VDE standards and other standards common in the industry or EU standards (including, but not limited to, Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment and Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end of life vehicles), as amended from time to time. If the goods to be delivered are subject to CE regulations, such as capital goods, they have to be labelled with a corresponding CE marking as well as to possess a CE declaration.
3. The parties are deemed to have agreed that the concept of Zero Defects is to be consistently implemented by the supplier.
4. As far as series parts are concerned, product labels, where applicable, need to include the Mambo article number concerned.

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5. Mambo will only accept delivery of quantities and volumes ordered and the number of pieces ordered respectively. Excess, short or partial delivery will only be accepted upon Mambo's prior consent. Where excess delivery is made, Mambo reserves the right to return the quantity delivered in excess at the supplier's expense.

6. The following is to apply, in addition, with respect to suppliers of automotive series parts:
The supplier undertakes to enter any and all data required into the IMDS system (International Material Data System at www.mdsystem.com) and, if applicable, the CAMDS (China Automotive Material Data System). Data must be made available before issuance of the initial sample test report (EMPB) or the PPAP documents or concurrently with submission of the initial samples. Data entered must be addressed to the Mambo ID number.

7. The supplier undertakes to comply with the ISO 9001, ISO 14001 and ISO 45001 and, as far as series parts are concerned, further the IATF 16949 standards. In the event of a delivery intended for the accredited Mambo test laboratory, the supplier also has to work in accordance with ISO 17025. Derogation from this standard must be agreed in writing between Mambo and the supplier in each individual case.

8. The supplier undertakes to know and observe the rules set out in the "**Mambo Supplier Code of Conduct**" and, if necessary, to instruct and oblige its sub-suppliers accordingly. The "**Mambo Supplier Code of Conduct**" is available to the supplier for inspection at https:// www.mambo-tech.com.

9. Necessary packaging materials are, unless otherwise agreed, to be provided by the supplier on the basis of the packaging instructions submitted to the supplier. The supplier is to bear the costs that may be incurred for returning any reusable packaging or empties that may be used, as well as for cleaning, repairing and replacing them should this be necessary for wear and tear or because of they were lost.

10. The supplier has to include to his shipment or submit to Mambo all the relevant documents that are necessary for the delivery such as delivery note, barcode label as specified by the applicable VDA standard (VDA 4994), as amended from time to time, consignment note, commercial invoice, individual invoice for all shipments to European plants including product numbers, as well as possible export declarations for shipments to countries outside the EU in line with the requirements of the country of destination free of charge. Furthermore, the supplier has to submit to Mambo - if applicable - any documents required for acceptance or release, operation, maintenance, repair and customs clearance such as initial sample test reports, test reports, factory certificates, drawings, plans, lab reports, ELV reports, operating or assembly and processing instructions, repair instructions, material and test certificates once or on request free of charge. It is imperative for the Mambo material number to be specified on all delivery documents in which materials included in the shipment are listed.

IV. Changes in obligor's performance

1. Where it has become apparent in the course of performance of the contract that it will be necessary or could be advisable to derogate from the originally agreed specifications, the supplier is to notify Mambo thereof without undue delay. In response to such notice, Mambo will notify the supplier whether Mambo intends to agree to the proposed changes or not.

2. Mambo reserves the right to change the obligor's performance even after formation of contract insofar as the supplier can be reasonably expected to tolerate such change or insofar as this is customary in the industry. When changing the obligor's performance, Mambo agrees to adequately take the effects of such changes into consideration including, but not limited to, effects on costs (higher or lower costs) or delivery dates.

3. The supplier must obtain Mambo's consent including repeated confirmation of a purchase order already placed before the supplier uses tools, input material or manufacturing processes other than those approved by Mambo for series parts.

4. Mambo has the right to terminate the contract at any time by giving written notice, stating the reason for such termination, to the extent that it is no longer possible for Mambo to use the products ordered within its own business operations, for circumstances that occurred following the formation of contract. Where such a case occurs, Mambo agrees to compensate the supplier for the partial performance already rendered by the supplier unless it would be

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possible for the supplier to use the partial performance rendered for other purposes.

V. Delivery dates and delay in delivery

1. The delivery date specified in the purchase order or in Mambo's delivery schedule is deemed to be binding. Delivery date means date of arrival at the Mambo location specified in the purchase order delivery schedule. Where, based on the Incoterm agreed upon between the parties, the product needs to be collected by Mambo, the supplier has the obligation to give Mambo's forwarding agent timely notice of the readiness of the shipment of goods for collection on behalf of and pursuant to the requirements of the ordering Mambo location. Early delivery will only be tolerated on agreement and with the prior written consent of Mambo.
2. The supplier undertakes to notify Mambo in writing without undue delay, stating the reasons as well as the likely duration of the delay, as soon as it has become apparent for the supplier that it will not be possible to adhere to the delivery schedule.
3. Where it is possible to determine on the basis of the contract the day on which delivery must be made at the latest, the supplier is deemed to be in default as this day goes without delivery having been made; Mambo does not have the obligation to send the supplier a reminder.
4. Where the supplier's shipment is delayed, Mambo may exercise its legal rights and remedies without limitations.
5. Without prejudice to the foregoing, Mambo has the right to claim from the supplier, as from the date of occurrence of the delay in delivery, payment of a contractual penalty total 0.5% per week (full week or not) up to a maximum of 5% of the contract value affected by the delay (in total) unless the supplier can provide evidence that Mambo has, in fact, not incurred or suffered a damage or loss or the actual damage or loss incurred or suffered is significantly lower, i.e. a minimum of 10% lower than the contractual penalty claimed. Mambo is not to be precluded by the foregoing from providing evidence to the effect that damage or loss in excess of the percentage specified in the first sentence has been incurred or suffered.

VI. Transfer of risk / documents / customs / export

1. Unless otherwise agreed in writing or stated in the purchase order, DAP (Delivered At Place Mambo ordering party's address, Incoterm 2020) is deemed to have been agreed upon as delivery term.
2. Each and every delivery is to be accompanied by a delivery note stating the purchase order number as well as the purchase order item. Invoices are to be sent to Mambo at the same time as the goods are dispatched. Order confirmations, delivery notes, dispatch notes and invoices must specify Mambo's purchase order number, part number or cost center number. On the delivery note, the supplier is to provide information on customs tariff number and country of origin at item level.
3. With respect to each shipment, the supplier is unless otherwise agreed to comply with the customs and NAFTA obligations, the requirements as to origin marking and labelling, the requirements of the country of destination regarding invoicing and documentation as well as the requirements as to evidence for VAT purposes. Unless otherwise agreed in writing on a case-by-case basis, the supplier is to obtain any export licences and permits that may be required. Where specifically agreed otherwise, the supplier is to obtain the necessary information that Mambo requires to obtain these licences and permits. The supplier also has the obligation to inform Mambo without undue delay if the delivery, or parts thereof, are subject to export restrictions under Chinese、German、American or any other law.
4. The supplier agrees to fully exempt Mambo from liability against any and all claims that may be asserted against Mambo by public authorities or any other third parties for the supplier's non-compliance with export control obligations and undertakes to indemnify Mambo against any and all losses and costs that may be incurred as a result.
5. It is the duty of the supplier to check whether

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A. the products are included in the export list or dual use regulation in accordance with Chinese、German、American export regulations and, if so, under which export list number they are listed and whether an export licences will have to be obtained for them, and

B. whether they are subject to US Export Control Regulations. If the products are subject to US Export Control Regulations or Export Administration Regulations, the corresponding Export Control Classification Number (ECCN and, if applicable, exclusions from Export Control Regulations or export licences (e.g. license exception)) must be indicated. Based on applicable legal requirements, all delivery notes and invoices must clearly state the product classification according to export control regulations. If the goods are not included on the German export list (schedule AL to the Foreign Trade and Payments Ordinance) and US Commerce Control List, this information must also be stated on the commercial documents. Alternatively, this information may also be sent by e-mail to Mambo.

6. Mambo will perform the contract subject to the proviso that no obstacles preventing Mambo from performance exist under national or international foreign trade regulations or embargos and any other sanctions.

7. Suppliers with a registered office in the European Community or in Turkey have the obligation to provide Mambo with evidence of the preferential status of the goods supplied by means of a supplier's declaration, using the text prescribed by law, as far as possible with a long term supplier's declaration. Supplier declarations which do not meet the legal requirements will not be accepted. Relevant evidence is to be provided and submitted by the supplier without Mambo having to specifically ask for it. The supplier is to bear any and all costs (e.g. for customs duties) that may arise from failure to submit proof of preferential origin. The supplier also has the obligation to make reliable statements on the non-preferential origin (according to ISO-ALPHA-2 Code) of the goods supplied and to provide suitable evidence thereof where required.

8. The supplier has the obligation to inform Mambo promptly in writing if declarations for products having preferential origin status or non-preferential origin documents, or part thereof, become invalid, or if any changes occur.

9. The supplier undertakes to safeguard punctual delivery to Mambo by participating in the relevant international security programmes (e.g. C-TPAT/ AEO or Air Cargo Security). Where the supplier does not participate in any of these security programmes, the supplier agrees to issue a declaration of security already with the first shipment. Declarations of security must be made available repeatedly at annual intervals.

VII. Prices and payment

1. The price indicated in the purchase order is deemed to be binding and, unless otherwise agreed in writing, includes packaging as well as transportation costs by analogy with Incoterm 2020 DAP Mambo ordering party’s address. No extra fees may be charged in arrears.

2. Invoices may only be processed to the extent they identify the complete postal address, Mambo order number, Mambo part number, order quantity and agreed price, otherwise they will be considered not to have been received as they may not be processed. The requirements stipulated by law for proper invoicing must be complied with.

3. In case of delivery of faulty goods or inadequate performance, Mambo has the right to withhold payment until conforming performance has been made without Mambo losing the right to deduct any discounts, cash or otherwise, or like concessions that it may be entitled to from the invoice total.

4. Unless otherwise agreed in writing, payment for goods or services accepted without complaint or objections is to be made net within 90 days of the invoice date.

VIII. Warranty / quality / minimum life / service life

1. The supplier, in capacity of guarantor, agrees to assume a contractual guarantee vis-à-vis Mambo to the effect that any performance rendered by the supplier will be state-of-the-art, conform to applicable statutory provisions as well as the rules, norms, standards and regulations stipulated by public authorities, social accident insurance

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institutions as well as trade associations, with the guarantor being held responsible for non-conformity of performance even in the absence of fault or intent. The supplier must obtain the prior written consent of Mambo for derogating from these rules and regulations on a case-by-case basis. Warranty obligations established by statute will not be limited by any such consent given.

The supplier, in capacity of guarantor, also agrees to assume a contractual guarantee vis-à-vis Mambo even in the absence of fault or intent to the effect that any and all capital goods and services that may be supplied or rendered will conform to the requirements specified above as well as the respective purchase order and, if applicable, conform to specifications, drawings, CAD data, descriptions or samples transmitted or specified by Mambo, are fit for purpose and capacity as intended and include any and all markings, labelling and certification that may be required for using them for such purposes at the intended place, location or site.

2. The supplier agrees to notify Mambo, in writing without undue delay, of any reservations the supplier may have as to the type of design contemplated by Mambo. Changes may only be implemented subject to Mambo's written consent. This is without prejudice to the binding nature of the originally scheduled delivery date.

3. Within the scope of the incoming goods inspection, Mambo will only check the identity and quantity of goods based on the delivery documents and it will only check the shipment for the existence of patent damage in transit. Mambo agrees to notify the supplier of any defects or non-conformities which are not directly noticed when performing the incoming goods inspection described above as soon as such defects or non-conformities have been discovered in the ordinary course of business. In this respect, the supplier waives its right to plead the defence of delay in notification of defects or non-conformities. The supplier agrees to organize its quality management and quality assurance measures in such a way as to take such reduced scope of performance of incoming goods inspection by Mambo into consideration.

4. The supplier agrees to adopt the zero-error goal and must continuously optimize its performance accordingly. If Mambo discovers deficiencies, Mambo will notify supplier promptly. Within 24 hours, Mambo is to be notified of the initial or any final analysis results and of the measures that have immediately been taken on the basis of an 8D report. Mambo must receive a completed 8D report no later than ten (10) working days after issuing the complaint. Mambo reserves the right to unilaterally reduce the Supplier's invoice related to costs from complaints and, if necessary, issue an adequate credit note after clarification of the matter.

5. Mambo is not deemed to have waived any warranty claims by accepting or approving of any samples or specimen samples submitted.

6. It is agreed that, in the following cases, Mambo itself is to have the right, after having notified the supplier thereof, to remedy the defect at the expense and risk of the supplier or to cause third parties selected by Mambo to remedy the defect: if

1) there is a risk of more extensive loss or damage being caused or incurred,
2) otherwise there is a risk that Mambo, in turn, will be in delay with delivery to its customers,
3) the supplier failed to remedy the defect or perform work properly within the time al- lowed for performance,
4) the supplier refused to remedy the defect,
5) Mambo is required by law or orders given by public authorities to prevent a risk,
6) Mambo may, for other reasons, not reasonably be expected to tolerate repair or replacement.

7. Claims for defects or non-conformities are to become statute barred once a period of eighty-four (84) months has expired since initial registration of the vehicle or installation of spare parts unless the law stipulates a longer period of limitation for claims for defects or non-conformities. In derogation from the above, a warranty period of twenty four (24) months is agreed to apply to capital goods. The warranty period is to run from acceptance of the capital goods at the final location to be occurred. In addition, any warranty period already running for any delivered parts that could not remain in operation during the inspection of the defect/non-conformity and remedying of the defect is to be extended by the time of the business interruption. In the event of delivery of goods free of defect, remedying of defect or proper reperformance of work, the statutory warranty period for repaired or replacement

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parts is agreed to start anew upon completion of remedying of defect work or delivery of the replaced parts to Mambo.

8. Unless otherwise agreed, all products are deemed to have a minimum shelf life of one (1) year from delivery to Mambo prior to processing by Mambo.

9. The products must, generally, be designed in such a way as to ensure that they are functional over the lifetime of the vehicle, i.e. for at least fifteen (15) years from the date of initial registration or a kilometric performance of at least three hundred thousand kilometers (300,000 km) of the vehicle. Where a shorter service life is agreed for a product in writing on a case-by-case basis, such service life must, as a minimum, cover the entire warranty period. A functional failure of a product in the vehicle before expiry of the respective applicable service life is generally to be regarded a defect with respect to which the supplier may not invoke the defence of expiry of the warranty period.

10. Where a complaint has been made, the supplier is to prepare, without undue delay, however, no later than twenty four (24) hours following the complaint, an 8D report and to initiate, without undue delay, an immediate response to rule out further com- plaints as well as to notify Mambo of any such measures taken. The completed 8D report must be submitted to Mambo by the supplier no later than ten (10) working days after issuance of the complaint.

11. Mambo is to recover outlay incurred by Mambo due to the defectiveness of the goods by the supplier paying the following fee per warranty case:

warranty case at Mambo undertakings in Europe: EUR 100.

warranty case at Mambo undertakings in Asia: CNY 1000.

warranty case at Mambo undertakings in North/South America: USD 150.

Mambo has the right to submit evidence of having incurred a higher claim for recovery of expenses. Likewise, the supplier may, at its liberty, submit evidence to the effect that the actual claim for recovery of expenses is lower than the amount claimed or that no expenses have been incurred at all.

12. During the period from receipt of Mambo's written formal notice of defect by the supplier (with the notice reaching the sphere of control of the recipient in such a way that in normal circumstances the recipient may be expected to shortly take note of the statement) until the supplier takes the decision to reject the claims or gives notice of remedying of defect or otherwise states that the supplier will not continue to negotiate on the claims, the limitation period for warranty claims will be suspended, i.e. this period will not be included in the calculation of the limitation period of the warranty claims.

13. Mambo reserves the right to return to the supplier, at the supplier's expense, any and all products in derogation of Mambo's specifications in return for a credit note, refund or replacement.

IX. Liability / limitation period

1. The supplier's liability is agreed to be governed by sections VIII and X. It is not possible to exclude liability, even for slight negligence.

2. The limitation periods pursuant to section VIII have been agreed to apply; the limitation periods may not be reduced.

X. Product liability

1. Where Mambo is held liable for violation of official safety regulations or on the basis of domestic or foreign product liability rules and regulations for a fault in an Mambo product which is wholly or partly attributable to faulty goods of the supplier, Mambo has the right to assert a claim against the supplier for recovery of such loss or damage to the extent that it was caused by the goods delivered by the latter; alternatively, Mambo may demand that it be indemnified on first demand against the claims made by the third party. Where Mambo has the obligation to organize a recall campaign in relation to third parties due to a fault in a product supplied by the supplier, the supplier agrees to bear any and all costs incurred in connection with the recall campaign as specified in the

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preceding sentence. Where Mambo is to be held responsible, the supplier as the liable party also agrees to compensate Mambo for the costs of any precautionary replacement or recall campaign that may be required in the specific circumstances, even where such campaign has not been implemented based on a statutory or official order, with the amount payable by the supplier being reduced by the percentage by which Mambo as the aggrieved party contributed towards the loss or damage.

2. Where capital goods may not be used by Mambo for the purpose contemplated in the contract because the supplier intentionally or negligently failed to make proposals or provide advice or made faulty proposals or provided faulty advice either prior to or following formation of contract or because of intentional or negligent breach of other collateral contractual obligations including, but not limited to, instructions for how to use and maintain the item supplied, the provisions of section VIII apply. This is without prejudice to the right to assert additional statutory rights.

3. The supplier undertakes to maintain an extended, appropriate product liability insurance policy, covering the costs of installation as well as removal, and recall campaign insurance with an appropriate overall sum insured for personal damage to property with respect to series parts and to confirm such insurance cover in writing once a year without having to be prompted to do so. The sum insured is deemed to be appropriate within the meaning above if it amounts to half its annual turnover generated by the supplier in its business relationship with Mambo, however, to a minimum of eight million yuan (CNY 8,000,000.00). This is without prejudice to any other claims for damages Mambo may have.

4. The supplier agrees to maintain a quality assurance system which is suitable in terms of nature and scope as well as state of the art and, upon request, to provide Mambo with evidence of such system being in place. To the extent Mambo deems it necessary to do so, the supplier agrees to enter into a quality assurance agreement with Mambo to this effect.

XI. Spare parts supply

1. The supplier agrees to make sure that spare parts for the items supplied are available for a period of at least fifteen (15) years following end of serial production; if the serial production has not yet been phased out, spare parts must be available for a period of at least fifteen (15) years following termination of the contract with Mambo.

2. As far as capital goods are concerned, spare parts and service must be available for Mambo for a period of fifteen (15) years following delivery.

XII. Customer nominated parts

If the products are procured from the supplier and Mambo itself has not taken a commercial decision to do so, but rather because a Mambo customer nominated the supplier’s products (“customer nominated parts"), the following rules are to apply:

1. When or before placing the first purchase order, Mambo agrees to inform the supplier in an informal way of the fact that these parts are customer nominated parts. It suffices to inform the supplier once the first time; it is not necessary to renew or repeat such notice.

2. The supplier is aware of the fact that, as far as the procurement of customer nominated parts is concerned, Mambo has substantially limited commercial options. The supplier therefore agrees and acknowledges that stricter liability rules will apply to customer nominated parts than to products reviewed and selected by Mambo itself.

3. The warranty period for customer nominated parts is eighty four (84) months from the date of initial registration of the motor vehicle in which the customer nominated part was installed.

4. If a Mambo customer notifies Mambo of a defect or non-compliance of a customer nominated part, such non-compliance will be presumed to have arisen in the supplier’s sphere of control and it will also be presumed that the supplier is to be held responsible for it. The supplier has the right to provide evidence to the contrary.

5. The supplier agrees to hold Mambo harmless and indemnify Mambo at first request from and against any and

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all claims that may be made against Mambo for legal or material defects in a customer nominated part plus to fully defend Mambo against any such claims at the supplier's expense.

XIII. Intellectual property rights

1. The supplier assumes a contractual guarantee to the effect that any and all supplies made are free and clear of third party intellectual property rights and that, in particular, no patents, licences or other property rights held by third parties are infringed by delivery and utilization of the items supplied, with the supplier as the guarantor being held responsible for any non-conformity even in the absence of fault or intent. In this context, the supplier is aware that the products supplied by the supplier may be used around the globe.
2. The supplier holds Mambo and Mambo's customers harmless and indemnifies Mambo and Mambo's customers from and against any and all claims that may be asserted by third parties for infringement of property rights, if any, and also agrees to bear any and all costs that may be incurred by Mambo for this reason.
3. Mambo has the right to obtain permission to use the items and services supplied from the holder at the supplier's expense unless disproportionately high costs would thus be incurred by the supplier.

XIV. Retention of title, provision, samples, models, tooling

1. Mambo retains ownership of any and all parts provided to the supplier. Prior agreement with Mambo is required for processing or transforming at the supplier's premises in derogation from processing or transformation agreed with Mambo. Where Mambo processes items provided by the supplier, combines two or more such moveable things with each other in such a way that they become essential parts of a uniform thing or intermixes such things in a way that they cannot be separated (finishing), Mambo is to be deemed the manufacturer and to become, by operation of law, the owner of the product at the latest upon completion of finishing.
2. Mambo retains ownership as well as any intellectual property rights with respect to samples, models, tooling, product information, documents, etc. paid for or provided by Mambo. The supplier has the obligation to use the samples, models, tooling exclusively for the purpose of manufacturing the goods ordered by Mambo and, upon request, to return any and all of them at any time unless the supplier still needs them for completing specific orders for Mambo. Any copies made by the supplier must be proven to be destroyed in such a case. This is without prejudice to the right to routinely create back up copies or the duty to comply with legal obligations to retain documents.
3. The supplier also has the obligation to affix proof of ownership by Mambo to any and all samples, models, tooling, product information, documents etc. that may be transferred by Mambo.
4. Orders for tooling are subject to Mambo's supplementary terms and conditions for tooling orders.
5. The supplier may only reserve ownership to the extent the reservation of ownership relates to Mambo's payment obligations for the specific products with respect to which the supplier retains title. Extended reservation of title and prolonged reserved ownership, in particular, are agreed to be inadmissible.

XV. Confidentiality

1. The supplier undertakes to keep confidential any and all information arising from such contractual relations unless such information is generally known, has been lawfully acquired from third parties or has been developed by third parties independently, and to use the information exclusively for the purposes of this contract. Proprietary information includes, but is not limited to, technical data, purchase quantities, prices as well as information on products and product developments, on current and future research and development projects, customer data as well as any and all Mambo business information.
2. The supplier furthermore has the obligation to keep confidential any and all illustrations, drawings, calculations and other documents received and to disclose them to third parties only with the express consent of Mambo unless the information therein contained is generally known.

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3. The supplier agrees to also impose the confidentiality obligations above on its employees and sub-contractors.

XVI. Assignment

The supplier's existing claims against Mambo may only be assigned with valid effect vis-à-vis Mambo to the extent Mambo is given prior written notice thereof and Mambo has given its consent in writing.

XVII. Competitiveness

1. In order to ensure the competitiveness of both parties as well as to safeguard mutual benefits, the supplier undertakes to disclose the product and manufacturing specific cost structures as well as any and all factors affecting the costs (referred to as open-book calculation and disclosure of tooling costs).
2. In order to promote the competitiveness of both parties, the supplier must ensure cost effective delivery of the best quality on an ongoing basis. For this purpose, prices are to be adjusted to market trends and, as is common in the automotive industry, to be geared towards the requirements of the Mambo customer. The supplier also has the obligation to independently identify, recommend, implement and pass on additional potential for cost reduction on an ongoing basis.
3. Products must be competitive. Where Mambo receives an offer from a competitor for a product at better terms and conditions, Mambo agrees to inform the supplier thereof. The supplier agrees to submit a comparable offer within five (5) working days of receipt of such notice. If the supplier fails to do so within the time allowed for submission of a comparable offer, Mambo has the right to completely undo legally binding orders, taking into account any purchase commitments that may have been agreed.

XVIII. Final provisions

1. The supplier does not have the right to pass on the order or parts of the order to third parties including, but not limited to, sub-contractors, without obtaining Mambo's prior written consent.
2. As soon as a temporary bankruptcy or insolvency administrator has been appointed for the supplier’s affairs or bankruptcy/insolvency proceedings have been commenced regarding the supplier’s assets, Mambo has the right to rescind the contract in part or as a whole.
3. Unless otherwise agreed in writing between the parties, these Purchasing Terms and Conditions are exclusively to be governed by national law (if applicable, law of the state/province) applicable at the registered office of the ordering Mambo location, as evidenced by the address indicated on the purchase order. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) or other conflict of law provisions is hereby excluded.
4. Unless otherwise agreed between the parties in writing, the delivery address of the respective Mambo undertaking that placed the purchase order is the relevant place of jurisdiction as well as place of performance of delivery and services. Mambo reserves the right to commence proceedings at any other permitted place of jurisdiction.
5. Where individual clauses of these Purchasing Terms and Conditions are or become legally invalid, the validity of the remaining provisions is not to be affected by such partial invalidity. The invalid clause is to be replaced by a valid clause which corresponds to the meaning and purpose of the severed part to the greatest possible extent.
6. Individual agreements made with the supplier on a case-by-case basis (including collateral agreements, supplements and amendments) in any case take precedence over these Purchasing Terms and Conditions. The specific terms of any such individual agreement will be determined on the basis of a written contract or confirmation by Mambo in textual format unless evidence may be provided to the effect that the written contract or confirmation are not to prevail.
7. Changes, amendments, cancellations and supplements of these Purchasing Terms and Conditions must be made in writing to be legally valid and effective. This also applies to a waiver of this written form requirement, if

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any.

8. The Chinese version is the original version of these Purchasing Terms and Conditions. Should there be any conflict between the Chinese and the other versions of this contract, the Chinese version is deemed the only version that is legally valid.

--End of Purchasing Terms and Conditions--

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