Standard Terms and Conditions of Sale

as of July, 1st 2024

I. Scope of application

1. The delivery of products by ***Mambo Technologies*** (hereinafter referred to as "Mambo") at all locations as well as the performance of any services in connection therewith including, but not limited to, supply, installation and assembly services, is governed exclusively by these Standard Terms and Conditions of Sale. Mambo does not accept the buyer's standard terms and conditions. The buyer's standard terms and conditions only become an integral part of the contract to the extent that Mambo has given its express written consent.
2. Agreements made with the buyer on a case-by-case basis (including side letter arrangements and modifications) always prevail over these Standard Terms and Conditions of Sale. In the absence of proof to the contrary, the written contract or our written acknowledgement is authoritative for interpreting the substance and contents of such agreements.

II. Offers

1. Any offers and quotes submitted by Mambo are always considered to be of a non-binding nature and subject to confirmation and are only accepted upon written order confirmation or shipment of products. This rule also applies if Mambo provided the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions or documents-including, but not limited to, information in electronic format; Mambo retains title and reserves ownership as well as copyright with respect to any such documents.
2. Mambo reserves the right to assign contractual obligations to subcontractors for the purpose of performance of its obligations.
3. Upon placement of a purchase order, the buyer entered into a commitment to take delivery. Quantity in derogation from the purchase order is subject to Mambo's prior written consent.
4. Modifications of offers and order confirmations by the buyer are only valid once Mambo has given its express written consent.

III. Pricing

1. Unless explicitly stated otherwise on a specific offer or order confirmation, prices are stated and quoted by Mambo Free Carrier (FCA) from the respective Mambo site pursuant to Incoterms 2020 plus value-added tax at the statutory rate and excluding appropriate packaging.
2. Mambo reserves the right to adjust the pricing of its products accordingly in case Mambo, as a result of changes occurring on the market, cannot avoid having to buy raw materials at prices that exceed raw material prices that prevailed at the time of formation of contract. In case raw materials are temporarily unavailable on the market, delivery periods are extended accordingly.

IV. Terms of delivery

1. Delivery is only to be made on condition that the buyer has duly performed the buyer's obligations in due time. Mambo reserves the right to withhold performance pleading the defence of non-performance of contract by the contracting party.
2. Unless explicitly stated otherwise on a specific offer or order confirmation, delivery is made Free Carrier (FCA) from the respective Mambo site pursuant to Incoterms 2020.
3. It is permitted for Mambo to supply quantities which are 10% in excess or below (+/- 10%) the quantity stated in the purchase order. The actual quantity delivered is charged with the invoice.

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4. Mambo reserves the right to make reasonable delivery by installments. Mambo reserves the right to claim full payment for partial delivery.

5. Any dates referred to in the offer, order confirmation or delivery documents as “scheduled dates” or “requested dates” are to be considered to be dates which are not legally binding to the extent that performance is only to be considered to be due after a specific request has been made to this effect by the buyer and the buyer has sent Mambo such notice requesting Mambo to perform within a reasonable new time limit set for Mambo to perform.

6. In the event that the buyer has failed to provide the whole set of necessary documents, approvals and other services and information in due time, the time allowed for Mambo to make delivery is extended accordingly without the buyer being entitled to raise any claims as a result.

7. Where Mambo is unable to adhere to a binding delivery period for reasons for which Mambo may not be held responsible (non-availability of performance), Mambo will inform the buyer thereof and at the same time notify the buyer of the likely new delivery period. If the performance is not available within the new delivery period either, Mambo reserves the right to revoke the contract in part or as a whole; Mambo will refund any consideration the buyer may already have provided without reproachable delay. Non-availability of performance within the meaning of this term includes, but is not limited to, the absence of timely availability of supplies from Mambo’s supplier to the extent Mambo has entered into a congruent cover purchasing transaction, neither Mambo nor Mambo’s supplier are at fault and Mambo, on a case-by-case basis, does not have the obligation to source the material or product concerned.

8. The obligor is deemed in delay with delivery once the conditions specified by law have been satisfied. It is, however, definitely necessary for the buyer to send Mambo as the obligor a dunning notice of arrears for Mambo to be in delay with performance. If Mambo is in delay with delivery, the buyer reserves the right to claim liquidated damages sustained as a result of delay in addition to performance. Liquidated damages are add up to 0.5% of the net price (value of the goods to be delivered) for each clear calendar day of delay up to a maximum total of 5% of the value of the products delivered late. Mambo reserves the right to require the buyer to furnish evidence of the fact that who has either not sustained any loss, damage or harm at all or that the actual amount of loss, damage or harm incurred, as a matter of fact, is lower than the lump sum specified above.

9. In the event of force majeure, substantial impairment of performance by third-party attacks on Mambo’s IT systems, qualification by foreign trade and investment law, inappropriate or untimely delivery effected by Mambo’s suppliers or comparable events which Mambo cannot be held responsible for the delivery period is extended accordingly without the buyer having the right to assert any claims as a result.

10. If the buyer is late in accepting performance or has breached its obligations to cooperate in any other negligent or intentional way, Mambo reserves the right to charge the buyer for the loss or damage suffered by Mambo as a result, including any additional expenses that may have been incurred. This also includes storage of the affected products which Mambo may at its discretion, see to at the expense and risk of the buyer. Mambo reserves the right to assert additional claims. In case the buyer is late in accepting performance, the risk of accidental loss or destruction or accidental deterioration of the goods passes to the buyer as of the time of default in acceptance or commission of any other breach of the obligation to cooperate.

11. The buyer has no right to refuse acceptance of delivery for defects or non-conformities that may be detected and remedied with ease and eliminated at low cost.

V. Terms of payment

1. In case the buyer is late with payment, Mambo reserves the right to charge interest for late payment and withhold any contractual performance that may still be outstanding, if any, until the claim due has been settled.

2. The terms of payment stated in the offer are conditional upon availability of sufficient collateral to secure Mambo’s claims. In case the business credit insurance no longer covers the receivable or subject to the business credit insurance’s recommendation, Mambo reserves the right to reduce the time allowed for payment as it sees

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fit. If there are legitimate doubts as to the solvency of the buyer (for instance with a view to the buyer being late with payment, the amount covered by the credit insurance and/or reports about the buyer's imminent bankruptcy), Mambo also reserves the right to require the buyer to make contractual performance still outstanding conditional upon the provision of collateral or making of advance payment.

3. The buyer only has the right to offset claims against claims that have been declared final and absolute or are that not contested or denied. This does not relieve the buyer of contractual obligations that must be performed in the event of non-delivery by Mambo.

VI. Retention of title and ownership

1. Mambo retains title to products sold until the present and future claims of Mambo which have arisen from the sale and purchase agreement and the ongoing business relationship (the secured claims) have been settled.

2. Should the buyer act in breach of the contract which includes, but is not limited to, failure to pay the purchase price due, Mambo reserves the right to revoke the contract in line with the provisions of the law and/or request restitution of the products underlying the retention of title. The restitution claim does not automatically include a declaration of revocation of contract; rather, Mambo not only reserves the right to request restitution of the products, but also reserves the right to revoke the contract.

3. Until further notice, the buyer is entitled pursuant to lit C) below to process and resell the products underlying the retention of title as part of its ordinary business practices. In this case, the following provisions apply in supplement.

A. The retention of title extends to taking property in the full value of products created with the products delivered by Mambo when something new has been made or the products delivered by Mambo have been processed, mixed or physically added into new products with Mambo being deemed the manufacturer for this purpose. In case of retention of the ownership right of third parties in property when Mambo's products are being used for creating new products by processing, commixition or accession, Mambo obtains a proportional coownership right which is based on the invoice value of the products used for processing, commixition and accession. Otherwise the same rules which apply to the products delivered subject to retention of title applies to the created product.

B. The buyer herewith offers to Mambo, as security, the claims it may incur vis-à-vis third parties as a result of resale of the products or the created product, in total or in the amount of the proportional coownership share of Mambo, if any, pursuant to the preceding paragraph. Mambo herewith accepts such offer of assignments of such claims.

C. The buyer as well as Mambo reserves the right to collect the claims. Mambo undertakes to refrain from collecting such claim for as long as the buyer meets its payment obligations vis-à-vis Mambo, its capacity to perform is not impaired and Mambo has not invoked its retention of title. Should this be the case, however, Mambo reserves the right to request that the buyer disclose to Mambo the assigned claims as well as the identity of the obligors owing these amounts (debtors), provide any information that may be required for collecting the claims, hand out the associated documents and notify the debtors (third parties) of the assignment of the claims. Mambo in this case also reserves the right to revoke the authority granted to the buyer to resell and process the products covered by the retention of title.

D. If the realizable value of the collateral exceeds Mambo's claims by more than 10%, Mambo will, at the buyer's request, release collateral of Mambo's choice.

4. The products delivered subject to retention of title may not be pledged and legal title to the products delivered may not be transferred as security. This also applies, mutatis mutandis, with respect to claims assigned pursuant to clause 3B above.

VII. Liability for defects concerning the quality and characteristics of the goods and concerning legal title

1. The rights of the buyer in case of defects concerning legal title and concerning the quality and characteristics

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of the goods is governed by law unless specified otherwise hereinafter. The right to claim from the supplier a refund of expenses incurred in relation to the purchaser (seller's right of recourse) is excluded to the extent that the defective or non-conforming products have been processed by the buyer or another businessperson, for instance by installation into another product. Claims from the seller's right of recourse may only be asserted to the extent that the buyer has not assumed the purchaser buying the goods off the buyer any warranties beyond the scope of the statutory claims for defects concerning the quality and characteristics of the goods and concerning legal title.

2. As far as the quality of the product is concerned, exclusively the characteristics and features explicitly specified in the respective data sheets and the respective sample inspection documents are relevant. Any characteristics and features not explicitly listed are not deemed to have been agreed upon and warranty therefore is not extended to them. As far as liability for defects concerning the quality and characteristics of the goods and concerning legal title is concerned, it needs to be taken into account that the characteristics and features of the product may be impaired by certain influencing factors; this includes, but is not limited to, the fact that the product features are the result of a selected combination of the individual features and characteristics of the input stock (including, but not limited to, cable material and connectors) approved by the respective customer, e.g. system supplier or OEM ("user"). These features and characteristics may be impaired by industrial processing (e.g. printing, hot stamping, overmolding), the specific design of the product (e.g. length of cable, fixing of labels, cable ties, mounting devices, installation of ground terminals, ferrite cores), by the usual and unavoidable fluctuations in process and raw materials (e.g. tolerance of jacket thickness of bulk goods varying thermal properties of granulate) or the specific assembly situation in the wiring system or vehicle (e.g. as a result of interaction with other cables, batteries, engines, etc.) which is why suitability of the product for vehicle specific use needs to be tested by the user throughout the transmission path. Product features qualified by the user are, as a general rule, to be requalified by the user itself. Only the state or condition the products are in at the time of delivery are deemed relevant for the purpose of assumption of liability for defects concerning the quality and characteristics of the goods and/or concerning legal title.

3. Any products that are defective or non-conforming at the time of passage of risk are at Mambo's discretion either to be repaired or replaced free of charge. This applies without prejudice to the right of Mambo to refuse to cure the defect in conformity with the requirements stipulated by law. The buyer is obligated to give Mambo enough time and opportunity to cure the defect as required and this includes, but not limited to, the duty of the buyer to hand out to Mambo for test purposes the products that are the subject matter of the notice of defects or non-conformities. In case of delivery of a replacement, the buyer is obligated to return the defective or non-conforming object as required by law. Curing of defect neither covers removal of the defective or non-conforming object nor reinstallation thereof if Mambo originally did not have the obligation to install such product. Necessary expenses incurred for curing of defects including, but not limited to, costs of transportation, mileage, labor and material costs as well as explicitly including the costs of installation and removal are only be paid for by Mambo to the extent this is required by law if a defect or non-conformity actually exists. Otherwise the buyer indemnifies Mambo against the costs arising from the unjustified request to cure a defect (including, but not limited to, testing and transportation costs) unless it would not have been possible for the buyer to realize that no defect or non-conformity of the goods actually existed. Assertion of claims for defects or non-conformities by the buyer is conditional upon the buyer observing the buyer's statutory duties of inspection and giving of notice of defects and non-conformities (sections 620, 621 of the Civil Code of the People's Republic of China). As far as products intended to be installed or otherwise processed are concerned, inspection has definitely to be performed immediately before processing.

4. Mambo reserves the right to refuse to cure the defect if curing such defect would be associated with disproportionately high costs. Costs of curing the defect are deemed disproportionately high if the costs of curing the defect exceed the value of the defective or non-conforming products.

5. Claims for defects are excluded if it is possible to detect and remedy the defect with ease and it may be eliminated at low cost. When judging the question of whether a visual flaw is deemed a defect that may be detected

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and remedied with ease and eliminated at low cost, it also needs to be taken into consideration whether the defect in the products delivered by Mambo will still be visible after installation in the vehicle.

6. Mambo's liability for defects concerning the quality and characteristics of the goods and concerning legal title is excluded in particular if the buyer has used the products delivered by Mambo outside the scope of applications approved by Mambo or in other environments or subject to other conditions of use and installation than those provided for in the specifications.

7. As a general rule, Mambo is not liable for defects or non-conformities which the buyer was aware of at the time of formation of contract or which the buyer should have known but failed to notice with gross negligence (section 24 of the Supreme People's Court on Hearing Disputes over Sales Contracts Interpretation of Questions of Law applicable in Cases (2020 Amendment)). The buyer's claims for defects are also conditional upon the buyer having performed the buyer's statutory duties of inspection and giving of notice of defect (sections 620, 621 of the Civil Code of the People's Republic of China). As far as products intended to be installed or otherwise processed are concerned, inspection has definitely to be performed immediately before processing. Mambo has to be notified of the defect or non-conformity in writing without reproachable delay in case the defect is noticed upon delivery, inspection or at any other time. Patent defects or non- conformities have to be disclosed in writing within three (3) business days of delivery and latent defects or non-conformities which may not be detected upon inspection have to be disclosed in writing within three (3) business days of discovery. Should the buyer fail to duly inspect and disclose the defect, Mambo's liability for the defect or non-conformity not disclosed or not disclosed in a timely or appropriate fashion is excluded to the extent permissible by law.

8. Product components that are directed or recommended by the customer, for which the customer has only approved a single supplier or which for other reasons could not be chosen by Mambo as it sees fit ("customer directed parts") are only installed in line with the requirements stipulated by the component manufacturer. Any additional applicable technical regulations, standards and rules are not verified specifically and are only observed to the extent explicitly agreed or expressly specified on the drawing.

9. The product is marketable in the European Union or the country in which the buyer is based at the time of delivery. In case of subsequent transportation to a third country, exclusively the exporter concerned is responsible for observing and complying with applicable export and re-export regulations. The same rule applies with respect to the marketability of the product in third countries.

10. The products are exclusively intended to be used in non-security relevant data transmission, infotainment and communication systems in the interior of vehicles. As far as waterproof connectors are concerned, it is permitted to use them in exposed positions within the scope of the selected protection class.

11. It is not permitted to use the products for military purposes and/or install them in military hardware. This rule also applies to what is referred to as "dual use" goods within the meaning of Annex I to the Dual Use Regulation of the European Union No. 428/2009.

12. Mambo does definitely not accept claims made by the buyer for the payment of lump-sum damages or lump sum costs of giving notice of defects.

13.The parties agree to have a general limitation period governing claims arising from defects concerning the quality and characteristics of the goods and/or concerning legal title of one (1) year from delivery. To the extent it was agreed to perform an acceptance test, the time relevant for calculating the limitation period starts upon acceptance.

VIII. Damages, liability

1. Unless specified otherwise in these Standard Terms and Conditions of Sale, Mambo is liable for contractual as well as non-contractual obligations based on the provisions of the law.

2. Whatever the legal basis, Mambo is liable for damages in the context of fault-based liability in case of intent and gross negligence. In cases of simple negligence, Mambo is liable only for the following under the provisions

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of the law (e.g. with respect to the standard of care in one's own affairs) except if a more privileged liability standard applies:

A. With respect to claims arising out of death or personal injury;

B. With respect to claims arising from breach of a material term (primary contract performance obligations, obligations that go to the root of the contract, that are the very reason why the party entered into the agreement and observance of which the parties regularly expect and may reasonably rely on), Mambo's liability is limited to compensation for losses that are typical and foreseeable.

3. The limitation of liability above is also extended to breach of duty by or for the benefit of persons for whose actions and omissions Mambo is held responsible for under the provisions of the law. The limitation of liability does not apply to the extent that Mambo has fraudulently concealed a defect or non-conformity or assumed a contractual warranty for the grade and quality of the products and with respect to the buyer's claims arising from the Civil Code of the People's Republic of China, Product Quality Law of the People's Republic of China, etc.

4. In case of commission of a breach of duty other than a defect or non-conformity, the buyer only has the right to revoke or terminate the contract to the extent that Mambo may be held responsible for the breach of duty. The buyer has no right to terminate the contract as it sees fit at any time before the work has been completed (including, but not limited to, Sections 563 of the Civil Code of the People's Republic of China). Otherwise the statutory preconditions and legal consequences apply.

5. Mambo is not liable to the buyer for a breach of duty committed by an upstream supplier of Mambo. This is the case, in particular, when Mambo is unable to perform its contractual duties to the buyer because of a supplier of Mambo failing to perform within the prescribed time.

IX. Industrial property rights

If a product of Mambo were to infringe upon third-party industrial property rights, Mambo is liable for any reasonable claims resulting therefrom exclusively within the scope of the provisions of the law. Mambo's obligated to the buyer to deliver the product free and clear of rights of third parties exclusively applies with respect to the country in which the product is delivered to the buyer and the countries with respect to which Mambo and the buyer agreed that they be free and clear of rights of third parties. If Mambo is to be held responsible for the infringement of an industrial property right by a product delivered by Mambo and a third party were to assert valid claims against the buyer on these grounds, Mambo may, at its discretion, either obtain a right of use for the products concerned or modify the product concerned in such a way that the proprietary right is no longer infringed. Where it is not possible for Mambo to do so subject to reasonable terms, the buyer has the rights granted by law. Liability is excluded if Mambo builds the product according to the buyer's specifications or according to mandatory technical specifications ("building to print" services); the buyer agrees to indemnify Mambo against any and all third-party claims that may arise in these cases.

X. Audit rights

Mambo agrees to give the buyer reasonable access to its business premises upon prior arrangement of an appointment and to provide a technically skilled member of staff for support for the duration of such access. It is up to Mambo to decide which areas, manufacturing processes and documents it is willing to allow the buyer to inspect.

XI. Development services and tools

When Mambo's scope of services extends to rendering development services for the buyer or if Mambo buys tools that have to be bought specifically for the job assigned to Mambo by the buyer, and for which the buyer is generally not charged specifically unless otherwise agreed upon and subject to specific agreement the buyer has the obligation to take delivery of the minimum number of units agreed in the supply contract. In the event that the

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buyer was to buy from Mambo less than this minimum number of pieces, the buyer has the obligation to pay to Mambo the gap versus the development and acquisition costs already included in the purchase price. In case Mambo renders development services to the buyer and the buyer terminates the contract before the development performance has been completed or before the acceptance test for any products based on this development performance has been performed, the buyer has to compensate Mambo for development costs already incurred. The buyer only becomes the owner of the tools to the extent this has explicitly been agreed in writing between the buyer and Mambo.

XII. Prototypes

If the product ordered by the buyer is a prototype or a product produced before start of production (hereinafter collectively referred to as: non-serial product), this means that the product has not been serially produced nor tested and inspected like a serial product. Non-serial products are delivered as a non-serial product at the buyer's explicit request and may only be used at the buyer's risk and peril. It is therefore necessary for the buyer to take the necessary precautions to ensure that non-serial products are not be used in serial production but only in sufficiently screened test environments. Mambo is only liable for damage, injury or loss caused by non-serial products in case this was caused intentionally or with gross negligence or in cases of physical injury or death.

XIII. Final provisions

1. The contractual relations between Mambo and the buyer are governed by Chinese law (excluding Hong Kong, Macao and Taiwan). Either party may bring a suit to a competent court with Mambo domiciles in the jurisdiction of the people's court to file a lawsuit.
2. Both parties confirm that: if either party breaches the contract, the breaching party shall bear the expenses incurred by the non-breaching party for safeguarding the rights (including but not limited to attorney's fees, legal fees, security fees, appraisal fees, transportation expenses, etc.).
3. Should individual terms and conditions of these Standard Terms and Conditions of Sale be invalid, this does not affect the validity of the remaining terms or conditions. In this case, each party reserves the right to demand that a new legally valid provision which most closely reflects the economic purpose of the invalid provision be agreed.
4. The original wording of these Standard Terms and Conditions of Sale was prepared in the Chinese language. 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 Standard Terms and Conditions of Sale --

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