

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“Terms”) apply to and are incorporated into each Contract (as defined below) between Associated Spring US, LLC d/b/a Associated Metal Forming Technologies or the applicable subsidiary entity of Associated Spring US, LLC (“Supplier”) identified on the written quotation (a “Quote”) issued by Supplier to the person or legal entity (the “Customer”) identified in the Quote accepted by Customer or in the written purchase order accepted by Supplier in the manner set forth in Section 1 below. Supplier and Customer are referred to in these Terms jointly as the “Parties” and severally as a “Party.” If the Customer and Supplier have executed a master supply agreement or other similar long-term agreement, the terms of that agreement will control over any different or conflicting terms stated herein.

1. Formation of Contract, Purchase Order, and Acceptance.

- (a) A binding, non-cancellable contract (a “Contract”) for the sale of products (“Products”) is formed when (i) Supplier issues a written quotation, bid, proposal or offer (a “Quote”) to Customer, and Customer accepts the Quote, or (ii) Supplier accepts Customer’s written purchase order by issuing a written sales confirmation to Customer. These Terms apply to and are incorporated into each Contract as if fully set forth therein. The sale of any Products by Supplier is subject to, expressly limited to, and expressly conditioned upon Customer’s acceptance of these Terms. Supplier expressly rejects any terms or conditions submitted by Customer, in a purchase order or otherwise, that are inconsistent with, different than, or additional to these Terms, and fulfillment of Customer’s purchase order does not constitute acceptance of any of Customer’s terms and conditions or serve to modify or amend these Terms. Failure by Supplier to object to a specific provision contained in Customer’s purchase order shall not in any way be deemed an alteration to or waiver of any one of these Terms. In the event of an inconsistency between a provision of these Terms and the Contract, the provision in these Terms shall take precedence unless expressly stated otherwise in the Contract.
- (b) If a Contract orders an aggregate volume of Products to be delivered to Customer in multiple installments that are specified as subject to future scheduling by Customer through its delivery of call-off orders or similar release requests (each, a “Release”) to Supplier (a “Bulk Order”), then Customer may submit Releases until the “Sunset Date,” which will be the deadline specified in the Bulk Order or, if none, the last day before the first anniversary of the date the Bulk Order was first issued or accepted by Supplier. If the Customer does not issue Releases requesting delivery, in the aggregate, of the full volume of Products originally specified in the Bulk Order by the applicable Sunset Date, Customer agrees that, at the option and in the sole discretion of Supplier: (i) Supplier shall be entitled to manufacture, ship, and invoice the remaining balance of Products under the Bulk Order, and Customer shall accept all such Products upon delivery; (ii) for each month that any portion of the Bulk Order has not been requested by Customer, Supplier shall be entitled to charge and invoice for a finance fee equal to one percent (1%) per month of the value of the unreleased portion of the Bulk Order; and (iii) Customer shall be responsible and promptly reimburse Supplier for any additional costs incurred by Supplier as a result of the Bulk Order not being fully completed by the Sunset Date. Customer shall pay all invoices and requests for cost reimbursement issued by Supplier under this Section in accordance with the payment terms set forth in these Terms.

2. Pricing and Payments.

- (a) All prices are ExWorks (Incoterms® 2020) and are valid for the term specified on the applicable Quote. Supplier reserves the right to change pricing of Products within a Contract by providing 30 days’ written notice any time prior to shipment of the Products due to changes in prices of raw material, wages, rates of exchange, taxes, duties, tariffs or the like.
- (b) All prices are exclusive of any federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added or other like taxes which may be applicable to, or imposed upon, the transaction, the Products, or the sale, transportation, delivery, value or use thereof, or any services performed in connection therewith (“Taxes”). Upon presentation of invoices by Supplier, Customer will pay any and all such Taxes. Any claimed exemption from such Taxes must be supported by proper documentary evidence delivered to Supplier.
- (c) Payment terms are net 30 days from the date of invoice. All payments due hereunder will be made without setoff or deduction of any kind and shall be made in the currency in which prices are set forth on the relevant Quote. Amounts remaining unpaid more than 30 days from date of invoice will bear interest at a monthly rate of 1.5% or the maximum rate permitted by applicable law (whichever is less). In the event Supplier refers delinquencies to an attorney or an agent for collection, the Customer shall pay all costs of collection, including reasonable attorneys’ fees.

3. **Delivery.** Delivery is Ex Works Supplier’s facility (Incoterms® 2020). Title and liability for loss or damage to Products pass to Customer upon delivery. Scheduled or stipulated delivery dates are approximate and based upon prompt receipt of all necessary information from Customer. Supplier will not be liable for any loss or expense incurred by Customer if Supplier fails to meet any delivery dates. Each delivery constitutes a separate sale, and Customer shall pay for all Products shipped, whether a shipment is in whole or partial fulfillment of a Contract. Supplier will appropriately package Products for shipping. Customer is responsible for arranging and paying for pickup and shipping from the point of delivery, including obtaining any necessary import/export licenses or permits and any customs duties, clearance charges, tariffs, brokers’ fees and other amounts payable in connection with the import/export of the Products by Customer.

- 4. Acceptance of Products.** Customer shall inspect all Products and provide Supplier with written notice of acceptance or rejection within 10 business days after delivery of the Products. Any Products not timely rejected will be deemed accepted. Any rejection notice must include sufficient detail describing the defects and basis for rejection.
- 5. Customer Specifications.** Customer agrees that any guidance or assistance provided by Supplier in Customer's determination of the specifications and blueprints for the Products is provided "as-is" and "without warranty" and that Supplier shall not be liable for any errors within the Customer specifications or blueprints or for any failure of the specifications to conform to Customer's expectations. If the Products are manufactured and delivered in a special style specified by the Customer (as shown in a drawing, by a sample, blueprints or in other specific specifications), Customer warrants that the Products and their use by Customer do not infringe or misappropriate any third-party rights, including any patents, industrial design patents, copyrights or other intellectual property rights. Supplier shall have no liability to Customer for any costs, lost profits, or other damages resulting from any design, quantity, specification or any other Customer requested change related to the Products.
- 6. Production Part Approval Process.** If at any time during or after Customer's approval of the Production Part Approval Process ("PPAP") for the Products, Supplier cannot meet the blueprint tolerances described in the PPAP, Supplier has right to propose changes to Customer specifications, production process and any costs associated with the production or creation of the Products and any related adjustments to the relevant Contract ("Proposed Changes") and the Parties agree to promptly negotiate the Proposed Changes in good faith. In the event the Parties cannot come to written agreement regarding any Proposed Changes by Supplier, each Party shall have the right to terminate the Contract as an exclusive remedy without damages or liability owed to the other Party.
- 7. Ancillary Services.** Customer acknowledges and agrees that any services, assistance, support, advice, or other activities provided by Supplier that are related to, incidental to, or in support of the Products, including, without limitation, services provided in connection with the sale, use, operation, integration, maintenance, marketing, or distribution of the Products (collectively, "Ancillary Services"), are provided, if at all, solely as a convenience to Customer. Unless expressly set forth in a separate written agreement executed by the parties that specifically governs such services, (i) the Ancillary Services are provided on an "as is" and "as available" basis, (ii) Supplier disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Ancillary Services, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, or results, and (iii) Supplier shall have no liability whatsoever arising out of or relating to the Ancillary Services, whether such services were requested by Customer or provided voluntarily by Supplier.
- 8. Tooling Charges.** Tooling cost components shall generally be invoiced separately from the value of the Products. Customer shall not acquire any right to own the tools by paying the tooling cost components; the tools shall remain Supplier's property and within Supplier's sole possession. Supplier shall maintain such tools in the ordinary course of business without further cost to Customer for the life of such tool so long as the part remains active and the design is not changed. Supplier reserves the right to charge Customer for any costs associated with modifying the tool due to changes to the design, specifications or processes of the tool that are requested by Customer or required by Supplier to accommodate any changes in Customer specifications for the Products.
- 9. Ownership.** Supplier hereby grants to Customer a limited, perpetual, world-wide, royalty-free, fully paid-up, non-exclusive license to use the Products as specifically set forth in these Terms or the applicable documentation provided by Supplier ("License"). Except for the License, Supplier does not grant to Customer, and Customer does not acquire from Supplier, any right, title, or interest in, to, or under any intellectual property owned or licensed by Supplier, regardless of whether such intellectual property is incorporated into the Products. Supplier retains for itself all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to all Products supplied by Supplier and to all discoveries, inventions, patents and other proprietary rights arising out of the work done in connection with the Products or with any and all products developed as a result thereof, including the sole right to manufacture, market, sell and distribute any such Products to Customer. Customer warrants that it will not divulge, disclose or in any way distribute or make use of such information, and that it will not manufacture or engage to have manufactured other than through Supplier such Products without Supplier's express written consent.
- 10. Security Interest.** To secure payment of the purchase price of the Products and Customer's performance under these Terms, Customer hereby pledges and grants to Supplier a continuing lien on, and purchase-money security interest ("Security Interest") in and to, all of Customer's right, title, and interest in, to, and under the following collateral, wherever located and whether now existing or later acquired: (i) all Products; (ii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature manufactured, produced, or incorporating the Products; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter-of-credit rights, money, general intangibles, including payment intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, products, profits, and income from each of the foregoing, including insurance proceeds. Customer hereby authorizes Supplier to prepare and file financing statements, and any amendments thereto, in all jurisdictions that Supplier deems necessary to perfect and maintain perfection of the Security Interest, without Customer's signature. If the Products are combined or comingled with other goods to produce new products, then the Security Interest extends to such products and Customer hereby assigns to Supplier all of Customer's right, title, and interest in and to such products.
- 11. Limited Warranty.** Supplier warrants to Customer that Products sold to Customer shall be free from defects in material and workmanship at the time of delivery. Warranty claims must be asserted in writing within the twelve (12) month period following delivery of the defective Products (the "Warranty Period"). Supplier will have no liability or obligations with respect to any warranty claim asserted after the Warranty Period. This warranty is the only warranty applicable to the Products and is exclusively for the benefit of

Customer. This warranty is void if the Products are damaged by misuse, mishandling, disassembly, improper installation, installation in a system with which it is not compatible, neglect, accident, modification or handling by any party not under the direct control of Supplier. Supplier's liability for breach of the foregoing warranty shall be limited solely and exclusively to repairing or replacing, at Supplier's option, the defective Products. Customer is responsible for repair charges and all shipping charges for repairs determined by Supplier to be non-warranty repairs. All repaired and replacement Products are warranted for the longer of 90 days or the remainder of the original Warranty Period. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.

- 12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ALL, AND WILL NOT BE LIABLE TO CUSTOMER FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S MAXIMUM LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATING TO THE PRODUCTS, ANCILLARY SERVICES, THESE TERMS, ANY QUOTE, ANY PURCHASE ORDER OR ANY CONTRACT WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOR WHICH SUCH CLAIM IS MADE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, OR OTHERWISE.
- 13. Confidentiality.** If the Parties have previously signed any agreements governing the disclosure of Confidential Information by both Parties, those prior agreements will remain in full force and effect to the extent they apply prior to the date of the Contract, provided however that these Terms shall apply to any Confidential Information disclosed by a Party after formation of a Contract. The receiving Party will keep confidential all Confidential Information of the disclosing Party and will only use such Confidential Information in connection with the implementation of the Contract and for no other purpose. Each Party will protect the other's Confidential Information from unauthorized distribution or use using the same degree of care it uses to protect its own like information, but no less than a reasonable degree of care. All Confidential Information supplied by the disclosing Party to the receiving Party in connection with these Terms, together with all copies thereof, will remain the property of the disclosing Party. Each Party acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section and that such breach would cause irreparable harm to the non-breaching Party; therefore, the non-breaching Party will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under these Terms. "Confidential Information" means any information disclosed by one Party to the other Party in connection with these Terms, which is disclosed in writing, verbally or by inspection and is identified as "confidential" or "proprietary" by the disclosing Party, or which the receiving Party should have reason to believe is treated as confidential or proprietary by the disclosing Party. Any information, in whatever form, disclosed by Supplier to Customer that relates to the Products or processes related to the creation of the Products and that is not publicly known is "Confidential Information." Confidential Information does not include information that: (a) enters the public domain through no fault of the receiving Party, (b) is communicated to the receiving Party by a third party under no obligation of confidentiality, (c) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, (d) was in the receiving Party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the disclosing Party, or (e) is required to be disclosed by law, provided the receiving Party has promptly notified the disclosing Party in writing of such legal requirement and allowed the disclosing Party a reasonable time to oppose such requirement. Confidential Information of Supplier includes these Terms and any Quote.
- 14. Termination.** Contracts are non-cancellable except as expressly provided in these Terms. Supplier may terminate any Contract with immediate effect upon written notice to Customer if Customer: (a) fails to pay any amount as or when due; (b) has not otherwise complied with these Terms, in whole or in part; (c) becomes debarred, suspended, or identified as a denied party by any applicable government agency; (d) becomes insolvent, files a petition for bankruptcy, or commences, or has commenced against it, proceedings related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (e) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws.
- 15. Indemnification.** Customer will indemnify, defend, and hold Supplier and its affiliates and their respective directors, officers, employees and agents harmless from and against any and all damages, liabilities, claims, causes of action, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by any of them in connection with any suit, action, claim or proceeding arising out of or in connection with: (a) injuries to any person (including death) or damage to any property caused by or related to the Products or any negligence act or omission of Customer, its employees or agents, (b) Customer's failure to comply with applicable laws, rules, or regulations, or (c) infringement on the intellectual property rights of any third party by reason of any sale or use of the Products or the manufacturing of the Products to Customer's specifications or samples.
- 16. Trade Compliance.** The Products, including any documentation and technical data related thereto (collectively, "Controlled Items") may be subject to certain trade laws, rules, and regulations ("Trade Laws"). Customer shall comply with all applicable Trade Laws. Customer shall not export, re-export, or release any Controlled Items, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Trade Laws. It is Customer's responsibility to obtain any license or other approvals, and Customer will complete any documents requested by Supplier prior to exporting, re-exporting, or releasing any Controlled Items. Customer shall indemnify, defend, and hold Supplier and its affiliates and their respective directors, officers,

employees and agents harmless from and against any alleged or actual violation of Trade Laws by Customer or any of its shareholders, directors, officers, employees, affiliates, successors, assigns, customers, agents, distributors, resellers, or vendors.

17. General.

- (a) **Entire Agreement.** The Contract (including these Terms) (i) constitutes the entire agreement between Supplier and Customer for the sale of the Products provided by Supplier under the Contract; (ii) supersedes all prior and contemporaneous discussions, proposals, negotiations, representations, warranties, agreements, and communications, both written and oral, regarding the same; and (iii) excludes any terms or conditions provided by Customer, which will be null and void and of no force.
- (b) **Severability, Amendment and Waiver.** If any provision of these Terms is deemed invalid or unenforceable, then such provision will be severed from these Terms, as applicable, and have no further impact on the remaining provisions. Any amendment or modification of the Contract or these Terms will be null and void and of no force unless it is in a writing signed by a duly authorized representative of each Party. No waiver by Supplier of any of the provisions of the Contract or these Terms is effective unless explicitly set forth in writing and signed by Supplier.
- (c) **No Assignment.** Customer shall not assign, delegate, or subcontract its rights or obligations under the Contract or these Terms without the prior written consent of Supplier, and any attempted assignment, delegation, or subcontract without such consent will be void.
- (d) **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- (e) **Notices.** All notices, consents, claims, demands, and waivers hereunder (each a “Notice”) must be in writing and addressed to the Customer at the address set forth on the face of the Quote, to the Supplier entity identified on the Order at such entity’s address set forth in Table 1 below, or to such other address that may be designated by the receiving Party in writing. All Notices will be effective only when delivered to the required address by personal delivery, recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).
- (f) **Force Majeure Events.** Supplier will have no liability under the Contract or these Terms to the extent that it is delayed, prevented or hindered in performing any of its obligations as a result of a Force Majeure Event. Additionally, Supplier shall be allowed to adjust performance of these Terms and the Contract accordingly and as reasonably necessary during a Force Majeure Event, including increasing costs or delivery times for the Products. Notwithstanding the foregoing, Customer may terminate an undelivered order effective immediately upon delivery of written notice to Supplier if the period that Supplier is delayed, prevented or hindered from performing its obligations because of a Force Majeure Event is for more than one year. “Force Majeure Event” means any circumstance or occurrence beyond the reasonable control of Supplier, including, without limitation, acts of God, acts or omissions by a public authority, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, epidemic, pandemic, or other similar occurrences.
- (g) **Survival.** The terms, conditions, rights and obligations of the Parties in these Terms that, by their nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms including but not limited to the following Sections: 2 (Pricing & Payments); 5 (Customer Specifications); 8 (Tooling Charges); 9 (Ownership); 10 (Security Interest); 12 (Limitation of Liability); 13 (Confidentiality); 15 (Indemnification); 16 (Trade Compliance); 17 (General); and 18 (Additional Terms for all Contracts filled by Supplier in Germany).
- (h) **Governing Law and Venue.** The governing law applicable to the Contract shall be determined based upon the location of the Supplier entity contracting under the Contract in accordance with Table 1 below. The applicable governing law shall be applied to the Contract, to the fullest extent permitted by law, without giving effect to any principles of conflicts of law, choice of law, or similar rules that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is disclaimed and shall not apply to any Contract. Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts where the contracting Supplier entity is located unless Supplier should wish to bring the case before another competent court of law, in which case Customer irrevocably and unconditionally submits to the exclusive jurisdiction of the court selected by Supplier.

TABLE 1 – SUPPLIER ENTITIES		
Supplier Contracting Entity	Governing Law Applicable to the Contract	Notice Address
Associated Spring US, LLC trading as Associated Metal Forming Technologies Associated Spring – Cory Associated Spring - Milwaukee	State of Delaware, U.S.A.	1690 Watertower Place Suite 100 #159 East Lansing, MI 48823 United States
Associated Spring do Brasil Ltda.	Brazil	Rua Wallace Barnes

		301 Distrito Industrial Campinas - SP, 13054-701 Brazil
Associated Spring Stamping Solutions Asia, PTE. LTD.	Singapore	28 Tuas Avenue 2 Jurong, Singapore 639459 Singapore
Associated Spring México, S.A. trading as Associated Spring Mexico Associated Metal Forming Technologies Mexico	Mexico	Av Central 85, Nueva Industrial Vallejo, 07700 Gustavo A Madero, Ciudad de México Mexico
Stamping Solutions (Thailand) Co., Ltd. trading as Associated Spring Thailand	Thailand	41/60 Moo.6, Soi.Pooncharoen, Bangna-Trad Road K.M 16.5, Bang Chalong, Bangplee, Samutprakarn 10540, Thailand
Sko-Die, LLC trading as Sko-Die	State of Delaware, U.S.A.	8050 Austin Ave Morton Grove, IL 60053 United States
AH Metal Solutions A/S trading as AH Metal Solutions	Denmark	Solvang 21-23 DK-3450 Allerød Denmark
Heinz Hänggi Swiss Stamping Solutions GmbH trading as Heinz Hänggi Swiss Stamping Solutions Hänggi	Switzerland	Untere Einschlagstrasse 9 CH-2544 Bettlach Switzerland
E. WINKEMANN GmbH	Federal Republic of Germany	Bremcker Linde 5 58840 Plettenberg Germany
AMFT UK, LTD. trading as P&B Metal Components	England and Wales	Acres Hill Lane Sheffield, S9 4LR United Kingdom
P&B Metal Components (Asia) Sdn Bhd trading as P&B Metal Components (Asia)	Malaysia	No. 28, Jalan Mega 1/7 Taman Perindustrian Nusa Cemerlang 79200 Iskandar Puteri, Johor Malaysia

18. Additional Terms for all Contracts filled by Supplier in Germany.

- (a) These Terms only apply vis-à-vis entrepreneurs pursuant to § 301 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (b) The Warranty Period set forth in Section 10 is governed by the applicable German statutory limitation periods in the event of intentional or grossly negligent defects or to simply negligent defects, if these result in an injury to life, body or health. Additionally, the Customer shall only be entitled to claims in the event of defect if the Customer has met its obligations with regard to inspection and reporting defects under §§ 377, 378 of the German Commercial Code without delay. Concealed defects must be reported immediately after their discovery.
- (c) Supplier shall reserve title to delivered Products until it has received full payment for all claims in connection with its business relationship with Customer. This reservation of title shall not be affected by the inclusion of individual claims in a current account or by striking and acknowledging a balance. Payment shall be deemed to have been made when Supplier has received the equivalent amount billed for the Products. In the event that Customer should act in breach of these Terms, in particular, in the event of default in payment, the Products delivered under reservation of title may be withdrawn by Supplier if and to the extent Supplier is entitled to rescind from the contract due to this conduct in breach of the contract. Withdrawal of the reserved Products shall be deemed to be rescission of the contract. Customer shall be entitled to resell Products subject to a reservation of title in the course of normal business under Customer's normal business terms as long as Customer is not in default, as long as Customer reserves title to the Products and as long as the claims arising from the resale are transferred to Supplier in accordance

with the following provisions. Customer shall not be entitled to dispose of the Products subject to reservation of title in any other way.

- (i) Customer hereby assigns its claims arising from any resale of the Products subject to a reservation of title to Supplier and Supplier accepts such assignment. At the request of Supplier, Customer shall provide Supplier with information concerning such assigned claims that is necessary for collection of the debt and inform debtors of the assignment. Customer shall not be entitled to assign such claims to third parties.
- (ii) Any processing or treatment of the Products subject to reservation of title by Customer shall be deemed to have been carried out for Supplier without generating obligations for Supplier. If the Products subject to reservation of title are processed, combined, mixed or blended with other goods that are not Supplier property, Supplier shall be entitled to joint ownership of the resultant new product in the ratio of the value of Supplier's Products subject to reservation of title to the remaining processed goods at the time they were processed, combined, mixed or blended. If Customer acquires sole ownership of the new product, Customer shall give Supplier joint ownership of the new product in proportion to the Products subject to reservation of title and shall hold it for Supplier in safekeeping free of charge.
- (iii) If the Products subject to reservation of title are resold together with other goods, regardless of status, the agreed assignment of the future claim shall be applicable only up to the value of the goods subject to reservation of title that, in combination with the other goods, are the subject matter of the supply transaction.