This Offer to Purchase (as defined below) is important and requires your immediate attention. You should consult your investment dealer, stockbroker, bank manager, lawyer or other professional advisor. This Offer to Purchase has not been filed with or reviewed by any federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

Offer to Purchase

BorgWarner Inc.

("BorgWarner," the "Company," "us" or "we")

BORGWARNER

Offers to Purchase for Cash

Any and All 7.125% Senior Notes due 2029

and

Up to $720,000,000 Aggregate Tender Consideration of the Outstanding Notes Listed in the Table Below in the Priority and Subject to the Applicable Sublimit Set Forth Herein

Each Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on August 14, 2026, unless extended or earlier terminated (such time and date, as the same may be extended by us with respect to one or more Series of Notes (each as defined below), the "*Expiration Date*"). Notes tendered for purchase may be validly withdrawn at any time at or prior to 5:00 p.m., New York City time, on August 14, 2026 (such time and date, as the same may be extended by us with respect to one or more Series of Notes, the "*Withdrawal Deadline*"), but may not thereafter be validly withdrawn, except as provided herein or required by applicable law. The Tender Offers are being made upon the terms and subject to the satisfaction or waiver of certain conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, this "*Offer to Purchase*", together with any related documents, the "*Tender Offer Documents*").

Series of Notes	CUSIP/ISIN Number[(1)]	Aggregate Principal Amount Outstanding	Offer Sub Cap[(2)]	Acceptance Priority Level	Maturity Date / Par Call Date	Reference Security[(3)]	Bloomberg Reference Page[(3)]	Fixed Spread (Basis Points)[(3)]
7.125% Senior Notes due 2029 (Any and All Offer)	099724 AC0 / US099724AC03	$120,685,000	N/A	N/A	February 15, 2029 / N/A	3.500% UST due 2/15/2029	FIT 5	+25
4.375% Senior Notes due 2045	099724 AH9 / US099724AH99	$500,000,000	N/A	1	March 15, 2045 / September 15, 2044	5.000% UST due 5/15/2046	FIT 1	+65
5.400% Senior Notes due 2034	099724 AQ9 / US099724AQ98	$500,000,000	N/A	2	August 15, 2034 / May 15, 2034	4.375% UST due 5/15/2036	FIT 1	+40
4.950% Senior Notes due 2029	099724 AP1 / US099724AP16	$500,000,000	N/A	3	August 15, 2029 / July 15, 2029	4.125% UST due 7/15/2029	FIT 1	+30
2.650% Senior Notes due 2027	099724 AL0 / US099724AL02	$1,100,000,000	$250,000,000	4	July 1, 2027 / May 1, 2027	3.750% UST due 6/30/2027	FIT 3	+20

(1) No representation is made as to the correctness or accuracy of the CUSIP or ISIN numbers listed in this Offer to Purchase. They are provided solely for the convenience of Holders (as defined below) of the Notes.

(2) The Offer Sub Cap represents the maximum aggregate principal amount of Waterfall Notes of such series to be purchased pursuant to the Offers. The Company reserves the right, but is under no obligation, to increase, decrease or eliminate the Sub Cap at any time, including on or after the Price Determination Date (as defined herein), subject to applicable law.

(3) The tender consideration for each Series of Notes (the "Tender *Consideration*") payable per each $1,000 principal amount of such Series of Notes validly tendered for purchase will be based on the applicable fixed spread for such Series of Notes, (the "*Fixed Spread*"), plus the applicable yield (the "*Reference Yield*") based on the bid-side price of the applicable U.S. Treasury reference security (the "*Reference Security*") as quoted on the applicable Bloomberg page (the "*Bloomberg Reference Page*") as of 3:00 p.m., New York City time, on August 14, 2026, unless extended by BorgWarner with respect to the applicable Offer (such date and time with respect to an Offer, as the same may be extended by BorgWarner with respect to such Offer, the "*Price Determination Date*"). The sum of the Fixed Spread and the Reference Yield is referred to as the "*Offer Yield*." The formula for determining the Tender Consideration is set forth on Annex A hereto. See "The Tender Offers—Tender Consideration." The Tender Consideration does not include the applicable Accrued Interest Payment (as defined below), which will be payable in cash in addition to the applicable Tender Consideration.

THIS OFFER TO PURCHASE CONTAINS CERTAIN IMPORTANT INFORMATION THAT SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFERS.

BorgWarner Inc. ("*BorgWarner*," the "*Company*," "*us*" or "*we*") hereby offers, on the terms and subject to the conditions set forth in the Tender Offer Documents, to purchase for cash any and all of the outstanding 7.125% Senior Notes due 2029 (the "*7.125% Notes*") issued by the Company (f/k/a BorgWarner Automotive, Inc.) from each holder of such 7.125% Notes (the "*Any and All Offer*"). In addition, the Company hereby offers, on the terms (including the Acceptance Priority Levels) and subject to the conditions set forth in the Tender Offer Documents, to purchase for cash, subject to the Sub Cap and the Waterfall Cap (as defined below), the Notes set forth in the table on the first page of this Offer to Purchase (other than the 7.125% Notes) (the "*Waterfall Notes*") (collectively with the 7.125% Notes, the "*Notes*," and, each, a "*Series*" of Notes) from each registered holder (each, a "*Holder*" and collectively, the "*Holders*") of such Waterfall Notes. This Offer to Purchase relates to (i) the Any and All Offer and (ii) the four separate offers, one for each Series of Waterfall Notes (each, an "*Offer*" and, collectively, the "*Offers,*" and together with the Any and All Offer, a "*Tender Offer*" and, collectively, the "*Tender Offers*"). The Offers are open to all registered Holders of the Waterfall Notes using a "waterfall" methodology under which we will accept Waterfall Notes in the order of their respective Acceptance Priority Levels, subject to a $720,000,000 cap on the aggregate Tender Consideration payable for Waterfall Notes purchased in the Offers that we will be obligated to pay (the "*Waterfall Cap*"). For the avoidance of doubt, the Sub Cap and the Waterfall Cap for Waterfall Notes purchased in the Offers shall exclude the Accrued Interest Payment. We describe below the operation of this "waterfall" methodology with respect to each series of Waterfall Notes, which we refer to as the "*Acceptance Priority Procedures*." Additionally, we may increase the amount of Waterfall Notes accepted for payment in the Offers by no more than 2% of the outstanding Waterfall Notes of the applicable Series, as further described in the Acceptance Priority Procedures set forth below, without amending or extending the Offers.

On August 10, 2026, we intend to deliver to The Bank of New York Mellon ("*BNY,*" as successor in interest to The First National Bank of Chicago), as trustee of the 7.125% Notes a notice of redemption to redeem all of the 7.125% Notes that remain outstanding following the Any and All Offer, to the extent we purchase less than all of the 7.125% Notes in the Any and All Offer, in accordance with the terms of the Indenture, dated February 15, 1999 (the "*7.125% Notes Indenture*"), between the Company (f/k/a BorgWarner Automotive, Inc.) and BNY, on September 9, 2026 (the "*Redemption Date*") at a make-whole redemption price pursuant to the 7.125% Notes Indenture plus accrued and unpaid interest to, but not including, the Redemption Date.

The Tender Offers are not conditioned upon the tender of any aggregate minimum principal amount of Notes of any Series (subject to minimum denomination requirements as set forth in "The Tender Offers—Procedures for Tendering Notes—Minimum Tender Denomination"), and none of the Tender Offers is conditioned on the consummation of any of the other Tender Offers. See "The Tender Offers—Conditions to the Tender Offers."

This Offer to Purchase and related documents do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Notes in any jurisdictions or in any circumstances in which such offer or solicitation is unlawful.

The Tender Offers are subject to the terms and conditions described in this Offer to Purchase. Subject to applicable law, we reserve the right to (i) waive any and all conditions to the any or all of the Tender Offers as permitted by law, (ii) extend or terminate the Any and All Offer or the Offers, including the Expiration Date, or (iii) otherwise amend any of the Tender Offers.

The Offers are, however, subject to the terms and conditions described in this Offer to Purchase, including, among others, the Acceptance Priority Procedures, the Sub Cap and the Waterfall Cap. Subject to applicable law, we may waive or increase the Sub Cap and the Waterfall Cap at any time prior to the Expiration Date.

Subject to the satisfaction or waiver of the conditions of the Offers described in this Offer to Purchase and in accordance with the Acceptance Priority Levels and the Sub Cap set forth on the first page of this Offer to Purchase, the "Acceptance Priority Procedures" will operate as follows: if the aggregate Tender Consideration for all Waterfall Notes validly tendered by Holders at or prior to the Expiration Date does not exceed the Waterfall Cap, then we will accept all such Waterfall Notes. However, if the aggregate Tender Consideration of all Waterfall Notes validly tendered at or prior to the Expiration Date by Holders exceeds the Waterfall Cap (subject to any increase in such Waterfall Cap at our discretion), then we will (i) accept for purchase all validly tendered Waterfall Notes of each Series starting at the highest Acceptance Priority Level (level 1) and moving sequentially to Waterfall Notes of each Series having a lower Acceptance Priority Level (the lowest of which is level 4) until the aggregate Tender Consideration for all validly tendered Waterfall Notes of the applicable Series, together with the aggregate Tender Consideration for all Waterfall Notes accepted for purchase from Series with higher Acceptance Priority Levels, is as close as possible to, but does not exceed the Waterfall Cap, (ii) accept on a prorated basis validly tendered Waterfall Notes of the Series with the next lower Acceptance Priority Level, subject to our ability to increase the amount of Waterfall Notes of such prorated Series by no more than 2% of the outstanding Waterfall Notes of such Series and (iii) not accept for purchase any Waterfall Notes of a Series with an Acceptance Priority Level below the prorated Series.

As indicated under "Offer Sub Cap" in the table above, the 2.650% Senior Notes due 2027 (the "*2.650% Notes*") at Acceptance Priority Level 4 are subject to a Sub Cap. The Sub Cap represents the maximum aggregate principal amount of 2.650% Notes to be purchased pursuant to the Offers. The Company reserves the right, but is under no obligation to, increase, decrease, or eliminate the Sub Cap at any time, including on or after the Price Determination Date, subject to applicable law. Subject to applicable law, the Company or its affiliates may increase or decrease the Sub Cap by no more than 2% of the outstanding 2.650% Notes without amending or extending the Offers. If the Sub Cap is reached in respect of the 2.650% Notes at or prior to the Expiration Date, no Waterfall Notes of such series that are tendered after the Expiration Date will be accepted for purchase, unless we increase the Sub Cap.

In addition to the Tender Consideration, all Holders of Notes accepted for purchase pursuant to the Tender Offers will, on the Settlement Date (as defined below), also receive accrued and unpaid interest on those Notes from the last interest payment date with respect to those Notes to, but excluding, the Settlement Date (the "*Accrued Interest*," and the payment thereof, the "*Accrued Interest Payment*"). See "The Tender Offers—Accrued Interest Payment."

Provided that all conditions to the Tender Offers have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date (as defined herein), and, in each case, accepted for purchase in such Tender Offers on the second business day after the Expiration Date, which is expected to be August 18, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended with respect to any Tender Offer (the "*Settlement Date*").

NONE OF BORGWARNER, THE TENDER AND INFORMATION AGENT, THE DEALER MANAGERS OR THE TRUSTEES (EACH AS DEFINED HEREIN) (NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES) MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER THEIR NOTES PURSUANT TO ANY TENDER OFFER, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER THEIR NOTES, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

None of the Dealer Managers or their respective directors, officers, employees or affiliates assumes any responsibility for the accuracy or completeness of the information contained in this Offer to Purchase or any related documents, including the information concerning the Tender Offers, the Company or any of its affiliates contained in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

Holders must also obtain any consents or approvals that they need in order to tender their Notes. None of the Company, the Dealer Managers, the Tender and Information Agent or the Trustees are responsible for Holders' compliance with these requirements.

You should consider the risk factors beginning on page 20 of this Offer to Purchase before you decide whether to participate in the Tender Offers.

The Dealer Managers for the Tender Offers are:

Barclays **PNC Capital Markets LLC**

The date of this Offer to Purchase is August 10, 2026.

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IMPORTANT INFORMATION

The Tender Offers are being made upon the terms and subject to the conditions set forth in the Tender Offer Documents. The Tender Offer Documents contain important information that Holders of Notes are urged to read before any decision is made with respect to any Offer. We recommend that you seek your own legal or financial advice, including as to any tax consequences, from your investment dealer, stockbroker, bank manager, lawyer or other professional advisor. Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent (as defined below). Copies of this Offer to Purchase are available for Holders at the following Tender Offer website: https://www.gbsc-usa.com/borgwarner/.

BorgWarner hereby makes the concurrent, but separate, Tender Offer for each Series of Notes to all Holders for BorgWarner to purchase, upon the terms and subject to the conditions set forth in the Tender Offer Documents, the Notes that are listed on the first page of this Offer to Purchase. Subject to applicable law and limitations described elsewhere in this Offer to Purchase, BorgWarner expressly reserves the right, with respect to each Tender Offer, to amend, extend or, if any of the conditions described herein is not timely satisfied or waived, terminate such Tender Offer.

Unless the context indicates otherwise, all references to a valid tender of Notes in this Offer to Purchase shall mean that such Notes have been validly tendered at or prior to the Expiration Date and have not been validly withdrawn at or prior to the applicable Withdrawal Deadline.

BorgWarner reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any of the Notes tendered pursuant to a Tender Offer, or to pay all or any portion of the applicable Tender Consideration, and the applicable Accrued Interest Payment for such Notes, but any such transfer or assignment will in no way prejudice the rights of tendering Holders to receive payment for such Notes validly tendered and accepted for purchase pursuant to a Tender Offer or to receive the applicable Tender Consideration, and the applicable Accrued Interest Payment from BorgWarner.

Only registered Holders of Notes are entitled to tender Notes pursuant to the applicable Tender Offer. An owner of a beneficial interest in Notes (each, a "*beneficial owner*" of such Notes) that are held of record by a custodian bank, broker, dealer, commercial bank, trust company or other nominee must contact that nominee and request that such nominee tender such Notes and such Notes must be tendered on the beneficial owner's behalf at or prior to the Expiration Date in order for such beneficial owner to receive the applicable Tender Consideration, and Accrued Interest Payment. Beneficial owners should be aware that their custodian bank, broker, dealer, commercial bank, trust company or other nominee in respect of the Notes may establish its own earlier deadline for participation in the Tender Offers. Accordingly, beneficial owners of Notes wishing to participate in the Tender Offer(s) in respect of such Notes should contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., the nominee of The Depository Trust Company ("*DTC*"). Because only registered Holders of Notes may tender Notes, beneficial owners of Notes must instruct the custodian bank, broker, dealer, commercial bank, trust company or other nominee that is the registered holder of such Notes to tender Notes on such beneficial owners' behalf to participate in the Tender Offer(s) in respect of their Notes. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of such Notes through DTC to tender their Notes as if they were Holders of such Notes. To tender Notes through DTC, a Holder must transfer such Notes through DTC's Automated Tender Offer Program ("*ATOP*"). **There is no letter of transmittal for the Tender Offers. There are no guaranteed delivery procedures for the Tender Offers.** See "The Tender Offers—Procedures for Tendering Notes—Procedures for Tendering Notes Held Through DTC."

Unless the context otherwise requires, references in this Offer to Purchase to "*Holders*" or "*Holders of Notes*" include:

(1) each person who is shown in the records of DTC as a Holder of any Notes (a "*Direct Participant*");

(2) any custodian bank, broker, dealer, commercial bank, trust company or other nominee who holds Notes (each an "*intermediary*"); and

(3) each beneficial owner of a beneficial interest in Notes held, directly or indirectly, in an account, or through the accounts of an intermediary, in the name of a Direct Participant acting on the beneficial owner's behalf, except that for the purposes of the purchase of any tendered Notes accepted by BorgWarner and the payment of any cash representing the applicable Tender Consideration or Accrued Interest Payment, as the case may be, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will be made only to the relevant Direct Participant, and the making of such payment to DTC will satisfy any obligations of BorgWarner in respect of such Notes.

Any questions or requests for assistance or for additional copies of this Offer to Purchase or related documents may be directed to the Tender and Information Agent, at its telephone numbers set forth on last page of this Offer to Purchase. A Holder may also contact the Dealer Managers at the telephone numbers or address set forth on the last page of this Offer to Purchase or such Holder's intermediary for assistance concerning the Tender Offers. Beneficial owners should contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offers.

On the terms and subject to the conditions of the Tender Offers, we will notify the Tender and Information Agent, promptly after the Expiration Date as to which Notes tendered are accepted by us for purchase pursuant to the Tender Offers. Provided that the conditions to a Tender Offer for a Series of Notes have been satisfied or waived by us, all applicable Holders whose Notes are accepted for purchase by us will receive, on the Settlement Date for such Tender Offer, (i) payment of the applicable Tender Consideration, and (ii) the applicable Accrued Interest Payment. Provided that all conditions to the Tender Offers have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date and accepted for purchase in such Tender Offers on the Settlement Date, which is expected to be August 18, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended by us with respect to any Tender Offer.

Our obligation to accept for purchase, and to pay for, any Series of Notes that are validly tendered pursuant to each Tender Offer is conditioned on the satisfaction or waiver by BorgWarner of the conditions applicable to such Tender Offer set forth in "The Tender Offers—Conditions to the Tender Offers."

BorgWarner expressly reserves the right, subject to applicable law, to (i) delay accepting any Notes, extend the Tender Offer for any Series of Notes, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate any Tender Offer and not accept any Notes of such Series and (ii) amend, modify or waive at any time, or from time to time, the terms of any Tender Offer in any respect, including a waiver of any conditions to consummation of such Tender Offer.

In each Tender Offer, Notes can be tendered only in accordance with the procedures described in "The Tender Offers—Procedures for Tendering Notes." Holders who do not participate in a Tender Offer, or whose Notes are not accepted for purchase, will continue to hold their Notes immediately following the completion of such Tender Offer.

THIS OFFER TO PURCHASE CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE A DECISION IS MADE WITH RESPECT TO THE TENDER OFFERS.

This Offer to Purchase has not been filed with or reviewed by any federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense. We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. If given or made, you should not rely on any such recommendation, information or representation as having been authorized by BorgWarner, including its board of directors and employees, the Dealer Managers, the Tender and Information Agent or the Trustees. This Offer to Purchase and related documents do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Notes in any jurisdictions or in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require an offer to be made by a licensed broker or dealer, that Tender Offer shall be deemed to be made on behalf of BorgWarner by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase and related documents nor any purchase of Notes shall, under any circumstances, create any implication that the information contained herein or therein is current as of any time subsequent to the date of such information.

Following the Expiration Date, BorgWarner and/or its affiliates reserve the right to purchase additional Notes from time to time through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Tender Offers and may be for cash or other consideration. In addition, BorgWarner may redeem Notes after the Expiration Date as permitted by the applicable indenture relating to such Notes or any other indenture under which other Notes were issued, as applicable. Any future purchases or redemptions by BorgWarner and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) BorgWarner and/or its affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Tender Offers.

In this Offer to Purchase, BorgWarner has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been "*validly tendered*." Any Notes validly withdrawn and not validly tendered again, will be deemed to be not validly tendered for purposes of the Tender Offers.

WHERE YOU CAN FIND MORE INFORMATION

BorgWarner files annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the "*SEC*"). BorgWarner's SEC filings are available to the public at the SEC's website at www.sec.gov. Information about us, including our SEC filings, is also available at our website at www.borgwarner.com. However, the information on the SEC's website and our website is not a part of, or incorporated by reference in, this Offer to Purchase, except as expressly provided under "Incorporation of Certain Documents by Reference."

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The reports and other information we file with the SEC are incorporated by reference into this Offer to Purchase as described below. This means we disclose important information to you by referring you to these publicly filed documents. The information incorporated by reference is considered part of this Offer to Purchase from the date we file that document. Any information filed with the SEC after the date of this Offer to Purchase and before the expiration of the Tender Offers will automatically update and, where applicable, supersede any information contained in this Offer to Purchase or in documents filed earlier with the SEC.

We incorporate by reference into this Offer to Purchase the following documents or information filed with the SEC (other than, in each case, documents or information deemed furnished and not filed in accordance with SEC rules, and no such information shall be deemed specifically incorporated by reference hereby):

- Annual Report on Form 10-K for the year ended December 31, 2025, as filed on February 11, 2026 (the "*Form 10-K*");

- Definitive Proxy Statement on Schedule 14A, as filed on March 19, 2026 (solely those portions that were incorporated by reference into Part III of our Form 10-K);

- Quarterly Reports on Form 10-Q for the quarterly period ended March 31, 2026, as filed on May 6, 2026 and the quarterly period ended June 30, 2026, as filed on August 5, 2026;

- Current Reports on Form 8-K, as filed on April 30, 2026, May 28, 2026 (Items 5.02 and 5.07 only) and July 31, 2026 (Item 5.02 only); and

- all documents filed by us under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), on or after the date of this Offer to Purchase and before the expiration of the Tender Offers.

The Tender and Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Tender and Information Agent at its telephone numbers or address set forth on the last page of this Offer to Purchase.

We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you.

You may request copies of the filings, at no cost, by writing to or telephoning the Company at the following address:

BorgWarner
Attention: Investor Relations
3850 Hamlin Road, Auburn Hills, Michigan 48326
(248) 754-9200

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information included in this Offer to Purchase, applicable to each Tender Offer pursuant to this Offer to Purchase, and the documents we have incorporated by reference may contain “forward-looking statements” that are based on management’s current outlook, expectations, estimates and projections. Words such as “anticipates,” “believes,” “continues,” “could,” “designed,” “effect,” “estimates,” “evaluates,” “expects,” “forecasts,” “goal,” “guidance,” “initiative,” “intends,” “may,” “outlook,” “plans,” “potential,” “predicts,” “project,” “pursue,” “seek,” “should,” “target,” “when,” “will,” “would,” and variations of such words and similar expressions are intended to identify such forward-looking statements. Further, all statements, other than statements of historical fact contained or incorporated by reference in this Offer to Purchase, that we expect or anticipate will or may occur in the future regarding our financial position, business strategy and measures to implement that strategy, including changes to operations, competitive strengths, goals, expansion and growth of our business and operations, plans, references to future success and other such matters, are forward-looking statements. Accounting estimates, such as those described under the heading “Critical Accounting Policies and Estimates” in Item 7 of our Form 10-K, are inherently forward-looking. All forward-looking statements are based on assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate under the circumstances. Forward-looking statements are not guarantees of performance and the Company’s actual results may differ materially from those expressed, projected, or implied in or by the forward-looking statements.

You should not place undue reliance on these forward-looking statements, which speak only as of the date of this Offer to Purchase. Forward-looking statements are subject to risks and uncertainties, many of which are difficult to predict and generally beyond our control, that could cause actual results to differ materially from those expressed, projected or implied in or by the forward-looking statements. These risks and uncertainties, among others, include supply disruptions impacting us or our customers, commodity availability and pricing, and an inability to achieve expected levels of recoverability in commercial negotiations with customers concerning these costs; competitive challenges from existing and new competitors, including original equipment manufacturer (“*OEM*”) customers; the challenges associated with rapidly changing technologies, including artificial intelligence, and our ability to innovate in response; the difficulty in forecasting demand for electric vehicles and our electric vehicles revenue growth; potential future changes in laws and regulations, including, by way of example, taxes and tariffs, in the countries in which we operate; potential disruptions in the global economy caused by wars or other geopolitical conflicts; the ability to identify targets and consummate acquisitions on acceptable terms; failure to realize the expected benefits of acquisitions on a timely basis; the possibility that our 2023 tax-free spin-off of our former Fuel Systems and Aftermarket segments into a separate publicly traded company will not achieve its intended tax benefits; the failure to promptly and effectively integrate acquired businesses; the potential for unknown or inestimable liabilities relating to the acquired businesses; impacts of our exit of the charging business; our dependence on automotive and truck production, which is highly cyclical and subject to disruptions; our reliance on major OEM customers; impacts of any future strikes involving any of our OEM customers and any actions such OEM customers take in response; fluctuations in interest rates and foreign currency exchange rates; our dependence on information systems; the uncertainty of the global economic environment; the uncertainty surrounding global trade policies, including tariffs and export restrictions and their impact on the Company, its customers and its suppliers; the outcome of existing or any future legal proceedings, including litigation with respect to various claims, or governmental investigations, including related litigation; impacts from any potential future acquisition or disposition transactions; and the other risks discussed in reports that we file with the Securities and Exchange Commission, including in Item 1A, “Risk Factors” in the Form 10-K. We do not undertake any obligation to update or announce publicly any updates to or revisions to any of the forward-looking statements in this Offer to Purchase to reflect any change in our expectations or any change in events, conditions, circumstances, or assumptions underlying the statements.

This section and the discussions contained in Item 1A, “Risk Factors,” and in Item 7, subheading “Critical Accounting Policies and Estimates” in our Form 10-K, are intended to provide meaningful cautionary statements for purposes of the safe harbor provisions of the Securities Act of 1933, as amended (the “Act”). This should not be construed as a complete list of all of the economic, competitive, governmental, technological and other factors that could adversely affect our expected consolidated financial position, results of operations or liquidity. Additional risks and uncertainties, including without limitation those not currently known to us or that we currently believe are immaterial, also may impair our business, operations, liquidity, financial condition and prospects.

IMPORTANT DATES

Holders should note the following important times and dates relating to the Tender Offers. We may extend any of these dates and times for any of the Tender Offers without also extending such date(s) and time(s) for any other Tender Offer. Each capitalized term used and not otherwise defined in this Offer to Purchase has the meaning set forth in this "Important Dates" summary.

Date	Calendar Date and Time	Event
Launch Date	August 10, 2026.	The date on which we commence the Tender Offers by issuing a public announcement.
Price Determination Date	3:00 p.m., New York City time, on August 14, 2026, unless extended by us with respect to any Offer.	The date and time at which the Reference Yield of the applicable Reference Security for each Series of Notes will be measured. Promptly after the applicable Price Determination Date, we will announce in a press release specifying the Offer Yield and Tender Consideration for each Series of Notes accepted for purchase.
Withdrawal Deadline.......................	5:00 p.m., New York City time, on August 14, 2026, unless extended by us with respect to any Tender Offer.	The deadline for Holders to validly withdraw tenders of Notes. Tenders of Notes may not be validly withdrawn after the Withdrawal Deadline, except as provided herein or required by applicable law.
Expiration Date................................	5:00 p.m., New York City time, on August 14, 2026, unless extended by us with respect to any Tender Offer.	The deadline for Holders to tender Notes pursuant to a Tender Offer in order to be eligible to receive the applicable Tender Consideration, and the Accrued Interest Payment, on the Settlement Date. Tenders of Notes submitted after the Expiration Date will not be valid. Promptly after the Expiration Date, we will announce in a press release specifying the aggregate principal amount of Notes validly tendered and accepted for purchase in each Tender Offer.
Settlement Date	Promptly following the Expiration Date and is expected to be August 18, 2026, the second business day after the Expiration Date, unless extended by us with respect to any Tender Offer.	Any Notes validly tendered at or prior to the Expiration Date and accepted for purchase by us will be settled in the amount and manner described in this Offer to Purchase

Date	Calendar Date and Time	Event
		(subject to the terms and conditions set forth in this Offer to Purchase).

The above times and dates are subject to our right to amend, extend, and/or, if any of the conditions described herein is not timely satisfied or waived by us, terminate any or all of the Tender Offers (subject to applicable law and as provided in this Offer to Purchase). Beneficial owners of Notes are advised to check with each intermediary through which they hold Notes as to when such intermediary would need to receive instructions from a beneficial owner in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, a Tender Offer before the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions may be earlier than the relevant deadlines specified above.

SUMMARY

The following summary is provided for your convenience. This summary is not complete and is qualified entirely by reference to, and should be read in connection with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase and any amendments or supplements hereto and thereto. The summary highlights important information in this Offer to Purchase, but does not describe all of the details of each Tender Offer. Holders are urged to read the more detailed information set forth in this Offer to Purchase and any amendments or supplements hereto. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase.

The Company.. BorgWarner Inc., a Delaware corporation.

The Notes..

Series of Notes	CUSIP / ISIN Number	Aggregate Principal Amount Outstanding	Offer Sub Cap	Acceptance Priority Level
7.125% Senior Notes due 2029	099724 AC0 / US099724AC03	$120,685,000	N/A	N/A
4.375% Senior Notes due 2045	099724 AH9 / US099724AH99	$500,000,000	N/A	1
5.400% Senior Notes due 2034	099724 AQ9 / US099724AQ98	$500,000,000	N/A	2
4.950% Senior Notes due 2029	099724 AP1 / US099724AP16	$500,000,000	N/A	3
2.650% Senior Notes due 2027	099724 AL0 / US099724AL02	$1,100,000,000	$250,000,000	4

The Tender Offers..................................... We are offering to purchase, on the terms and subject to the conditions set forth in the Tender Offer Documents (including the conditions set forth under "The Tender Offers—Conditions to the Tender Offers"), for cash any and all of the outstanding 7.125% Notes.

We are offering to purchase, on the terms and subject to the conditions set forth in the Tender Offer Documents (including the conditions set forth under "The Tender Offers—Conditions to the Tender Offers"), for cash and subject to the Sub Cap and the Waterfall Cap, the Notes set forth in the table on the first page of this Offer to Purchase, subject to the application of Acceptance Priority Levels, in each case, as described below under "The Tender Offers—Tender Consideration." This Offer to Purchase relates to the Any and All Offer and the four separate Offers, one for each Series of Notes so listed.

No Tender Offer is conditioned on any minimum amount of Notes being tendered or the consummation of any other Tender Offer. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, is conditioned on the satisfaction or waiver by the Company of the General Conditions (each as defined below in "The Tender Offers—Conditions to the Tender Offers"). Each Tender Offer may be amended, extended or terminated individually by us in our sole discretion. Additionally, we may increase the amount of Waterfall Notes accepted for payment in the Offer by no more than 2% of the outstanding Waterfall Notes of the applicable Series, as further described in the Acceptance Priority Procedures below, without amending or extending the Offers.

Sub Cap; Waterfall Cap; Proration ....

The Company is offering to purchase for cash and subject to the Sub Cap and the Waterfall Cap (which is an aggregate Tender Consideration of $720,000,000) the Notes set forth in the table on the first page of this Offer to Purchase, subject to proration and the application of the Acceptance Priority Levels and the terms and conditions, including, among others, the Acceptance Priority Procedures set forth in the Tender Offer Documents. For the avoidance of doubt, the Sub Cap and the Waterfall Cap for Notes purchased in the Tender Offers shall exclude the Accrued Interest Payment.

Subject to applicable law, we may waive or increase the Sub Cap or the Waterfall Cap at any time prior to the Expiration Date.

In the event proration is required with respect to a Series of Notes, we will multiply the principal amount of each valid tender of such Series of Notes by the applicable proration rate and round the resulting amount down to the nearest integral multiple of $1,000, in order to determine the principal amount of such tender that will be accepted pursuant to the applicable Offer. The excess principal amount of Notes not accepted from the tendering Holders will be promptly returned to such Holders, and if this excess principal amount of Notes is less than $2,000, we may either accept or reject all such tendering Holders' validly tendered Notes in our sole discretion. Additionally, we may increase the amount of Waterfall Notes accepted for payment in the Offer by no more than 2% of the outstanding Waterfall Notes of the applicable Series, as further described in the Acceptance Priority Procedures below, without amending or extending the Offers.

	Any Notes that are accepted for purchase by us will be retired and canceled.
Acceptance Priority Procedures..............	Subject to the satisfaction or waiver of the conditions of the Offers described in this Offer to Purchase and in accordance with the Acceptance Priority Levels and the Sub Cap set forth on the first page of this Offer to Purchase, the "Acceptance Priority Procedures" will operate as follows: if the aggregate Tender Consideration for all Waterfall Notes validly tendered by Holders at or prior to the Expiration Date does not exceed the Waterfall Cap, then we will accept all such Waterfall Notes. However, if the aggregate Tender Consideration of all Waterfall Notes validly tendered at or prior to the Expiration Date by Holders exceeds the Waterfall Cap (subject to any increase in such Waterfall Cap at our discretion), then we will (i) accept for purchase all validly tendered Waterfall Notes of each Series starting at the highest Acceptance Priority Level (level 1) and moving sequentially to Waterfall Notes of each Series having a lower Acceptance Priority Level (the lowest of which is level 4) until the aggregate Tender Consideration for all validly tendered Waterfall Notes of the applicable Series, together with the aggregate Tender Consideration for all Waterfall Notes accepted for purchase from Series with higher Acceptance Priority Levels, is as close as possible to, but does not exceed the Waterfall Cap, (ii) accept on a prorated basis validly tendered Waterfall Notes of the Series with the next lower Acceptance Priority Level, subject to our ability to increase the amount of Waterfall Notes of such prorated Series by no more than 2% of the outstanding Waterfall Notes of such Series and (iii) not accept for purchase any Waterfall Notes of a Series with an Acceptance Priority Level below the prorated Series.
Expiration Date	The Tender Offers will expire at 5:00 p.m., New York City time, on August 14, 2026, unless extended or earlier terminated by us in our sole discretion. Tenders of Notes submitted after the Expiration Date will not be valid.
Purpose of the Tender Offers...................	The principal purpose of the Tender Offers is to allow the Company to repurchase the Notes and reduce the amount and cost of the Company's outstanding indebtedness. Any Notes that are accepted for purchase by us will be retired and canceled.
Tender Consideration...............................	We refer to the Tender Consideration payable by us for each $1,000 principal amount of Notes of each Series (including the 7.125% Notes) that have been (i) validly tendered at or prior to the Expiration Date and (ii) accepted for purchase by us as the "Tender Consideration" for such Series.

The applicable Tender Consideration for each Series of Notes will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread for such Series of Notes plus the applicable Reference Yield based on the bid-side price of the applicable Reference Security as quoted on the applicable Bloomberg Reference Page on the Price Determination Date. The formula for determining the Tender Consideration is set forth on Annex A hereto.

Upon the terms and subject to the conditions set forth in the Tender Offer Documents, Holders who validly tender Notes (including the 7.125% Notes) at or prior to the Expiration Date and whose Notes are accepted for purchase by us, will receive the applicable Tender Consideration for each $1,000 principal amount of such Notes in cash on the Settlement Date.

The applicable Tender Consideration payable with respect to the relevant Series of Notes does not include the applicable Accrued Interest Payment, which will be payable, in cash, in addition to the applicable Tender Consideration.

Determination of the Total Tender Consideration...............................	The applicable Tender Consideration payable by us for each $1,000 principal amount of each Series of Notes (including the 7.125% Notes) validly tendered at or prior to the Expiration Date and accepted for purchase by us pursuant to the Tender Offers will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread for such Series of Notes specified on the first page of this Offer to Purchase plus the applicable Reference Yield based on the bid-side price of the applicable Reference Security specified on the first page of this Offer to Purchase as quoted on the applicable Bloomberg Reference Page on the Price Determination Date. The formula for determining the Tender Consideration is set forth on Annex A hereto.
Settlement Date...	Provided that all conditions to the Tender Offers have been satisfied or waived by us by the Expiration Date, we will settle all Notes validly tendered at or prior to the Expiration Date and accepted for purchase in such Tender Offers on the Settlement Date, which is expected to be August 18, 2026, with respect to any Notes validly tendered at or prior to the Expiration Date, unless extended by us with respect to any Tender Offer. We will not pay the consideration for any Tender Offer until promptly after the expiration of such Tender Offer, on the Settlement Date.
Withdrawal of Tenders	Tenders of Notes of a Series may be validly withdrawn at any time at or prior to the Withdrawal Deadline, which is 5:00 p.m., New York City time, on August 14, 2026, but, except as provided herein or required by applicable law,

may not be validly withdrawn thereafter. In addition, if any Tender Offer for a Series is extended, tendered Notes of such Series may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of such Tender Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason such Offer has not been consummated within 60 business days after the date of this Offer to Purchase.

BorgWarner's Right to Amend or Terminate	Although BorgWarner has no present plans or arrangements to do so, it expressly reserves the right, subject to applicable law, to (i) delay accepting any Notes, extend the Tender Offer for any Series of Notes, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate any Tender Offer and not accept any Notes of such Series and (ii) amend, modify or waive at any time, or from time to time, the terms of any Tender Offer in any respect, including a waiver of any conditions to consummation of such Tender Offer. Subject to the qualifications described above, if BorgWarner exercises any such right to amend, modify or waive the terms or conditions of the Tender Offer with respect to any Series of Notes, BorgWarner will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable and as required by applicable law. BorgWarner will extend the applicable Withdrawal Deadline or Expiration Date, as the case may be, if required by applicable law. Furthermore, if the terms of a Tender Offer with respect to any Series of Notes are amended in a manner determined by BorgWarner to constitute a material change adversely affecting any Holder, BorgWarner will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and BorgWarner will extend such Tender Offer for a time period that BorgWarner deems appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, but subject to applicable law, if such Tender Offer would otherwise expire during such time period.
Acceptance and Payment; Source of Funds.......................................	Assuming the conditions to the Tender Offers are timely satisfied or waived, we will pay the applicable Tender Consideration, and applicable Accrued Interest Payment on the Settlement Date for Notes that are validly tendered at or prior to the Expiration Date and accepted by us in the Tender Offers. The Company intends to use cash on hand to fund the Tender Consideration and related fees and expenses.
Accrued Interest Payment.........................	In addition to the applicable Tender Consideration, Holders whose Notes are accepted for purchase will

receive a cash payment equal to the accrued and unpaid interest on such accepted Notes from and including the immediately preceding interest payment date for such Notes to, but excluding, the Settlement Date. The Accrued Interest Payment in respect of Notes accepted for purchase will be calculated in accordance with the terms of such Notes. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offers. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC or its participants. See "The Tender Offers—Accrued Interest Payment."

Conditions to the Offers............................

Our obligation to accept Waterfall Notes of a given Series validly tendered in the Offers is subject to the Sub Cap and the Waterfall Cap and to the satisfaction or waiver by us of the conditions applicable to the Offer for such Series described under "The Tender Offers—Conditions to the Tender Offers," including that we will not be obligated to consummate any Offer upon the occurrence of any change or development that in our reasonable judgment would or might reasonably be expected to prohibit, restrict or delay the consummation of such Offer or materially reduces the anticipated benefits to us of such Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. Subject to applicable law and limitations described elsewhere in this Offer to Purchase, we may waive any of the conditions in our sole discretion. The Tender Offers are not contingent upon the tender of any aggregate minimum principal amount of Notes of any Series (subject to minimum denomination requirements as set forth in "The Tender Offers—Procedures for Tendering Notes—Minimum Tender Denomination"), and none of the Tender Offers is conditioned on the consummation of any of the other Tender Offers.

Subject to applicable law, we expressly reserve the right, in our sole discretion, to waive any one or more of the conditions to any Tender Offer at any time. We also expressly reserve the right, but are under no obligation, to increase or waive the Waterfall Cap, in our sole discretion subject to applicable law. No assurance can be given that we will increase or waive the Waterfall Cap. See "The Tender Offers—Conditions to the Tender Offers."

Procedures for Tendering Notes..............

Holders must tender their Notes in accordance with the procedures described under "The Tender Offers—Procedures for Tendering Notes."

Notes may be tendered only in principal amounts equal to the Authorized Denominations for such Notes set forth in

	"The Tender Offers—Procedures for Tendering Notes—Minimum Tender Denomination."
No Letter of Transmittal	No letter of transmittal will be used in connection with the Tender Offers. The valid electronic transmission of acceptance through ATOP shall constitute delivery of Notes in connection with the Tender Offers. See "The Tender Offers—Procedures for Tendering Notes."
No Guaranteed Delivery Procedures	There are no guaranteed delivery procedures for the Tender Offers. See "The Tender Offers—Procedures for Tendering Notes."
Untendered or Unpurchased Notes	We will return any tendered Notes that we do not accept for purchase to their tendering Holder without expense. Notes not tendered and Notes otherwise not purchased pursuant to the Tender Offers will remain outstanding. If the Tender Offers are consummated, the aggregate principal amount that remains outstanding of each Series of Notes that is purchased as part of the relevant Tender Offer will be reduced. This may adversely affect the liquidity of and, consequently, the market price for the Notes of such Series that remain outstanding after consummation of the Tender Offers. See "Consequences to Non-Tendering and Tendering Holders." On August 10, 2026, we intend to deliver to BNY, as trustee of the 7.125% Notes, a notice of redemption to redeem all of the 7.125% Notes that remain outstanding following the Any and All Offer, to the extent we purchase less than all of the 7.125% Notes in the Any and All Offer, in accordance with the terms of the 7.125% Notes Indenture on the Redemption Date at a make-whole redemption price pursuant to the 7.125% Notes Indenture plus accrued and unpaid interest to, but not including, the Redemption Date. This Offer to Purchase does not constitute a notice of redemption or an offer to purchase the 7.125% Notes not purchased in the Any and All Offer.
Certain U.S. Federal Income Tax Considerations..	For a summary of certain U.S. federal income tax considerations relating to the disposition of Notes pursuant to the Tender Offers, see "Certain U.S. Federal Income Tax Considerations."
Other Purchases of Notes	We and/or our affiliates may from time to time, after the Expiration Date, reserve the right to purchase additional Notes through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Tender Offers and may be for cash or other consideration. In addition, we may redeem Notes after the Expiration Date as permitted by the applicable indenture relating to such Notes or any other

	indenture under which other Notes were issued, as applicable. Any future purchases or redemptions by us and/or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we and/or our affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Tender Offers.
Dealer Managers......................................	Barclays Capital Inc. and PNC Capital Markets LLC (each, a "*Dealer Manager*" and, collectively, the "*Dealer Managers*").
Tender and Information Agent	Global Bondholder Services Corporation (the "*Tender and Information Agent*").
Trustees	Deutsche Bank Trust Company Americas ("*Deutsche Bank*"), as trustee for the 4.950% Senior Notes due 2029 (the "*4.950% Notes*"), the 5.400% Senior Notes due 2034 (the "*5.400% Notes*") and the 2.650% Senior Notes due 2027 (the "*2.650% Notes*"). The Bank of New York Mellon ("*BNY*" and together with Deutsche Bank, the "*Trustees*"), as trustee for the 4.375% Senior Notes due 2045 (the "*4.375% Notes*") and the 7.125% Senior Notes due 2029 (BNY as successor in interest to The First National Bank of Chicago).
Brokerage Commissions...........................	No brokerage commissions are payable by Holders to BorgWarner, the Dealer Managers, the Tender and Information Agent or the Trustees.
Further Information; Questions	Questions concerning tender procedures and requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at its address or telephone numbers listed on the last page of this Offer to Purchase. Questions concerning the terms of the Tender Offers should be directed to the Dealer Managers at the addresses or telephone numbers listed on the last page of this Offer to Purchase. This Offer to Purchase and the other relevant notices and documents, will also be available on the Tender Offer website, https://www.gbsc-usa.com/borgwarner/, operated by the Tender and Information Agent.

ABOUT BORGWARNER INC.

BorgWarner Inc. is a Delaware corporation incorporated in 1987. We are a global product leader in clean and efficient technology solutions for combustion, hybrid and electric vehicles. Our products help improve vehicle performance, propulsion efficiency, stability and air quality. We manufacture and sell these products worldwide, primarily to original equipment manufacturers (“*OEMs*”) of light vehicles (passenger cars, sport-utility vehicles, vans and light trucks). The Company’s products are also sold to OEMs of commercial vehicles (medium-duty trucks, heavy-duty trucks and buses) and off-highway vehicles (agricultural and construction machinery and marine applications). We also manufacture and sell our products to certain tier one vehicle systems suppliers and into the aftermarket for light, commercial and off-highway vehicles. The Company operates manufacturing facilities serving customers in Europe, the Americas and Asia and is an original equipment supplier to every major automotive OEM in the world.

Our principal executive office is located at 3850 Hamlin Road, Auburn Hills, Michigan 48326, our telephone number is (248) 754-9200, and our website address is www.borgwarner.com. The information on our website is not incorporated by reference in, and does not form a part of, this Offer to Purchase.

Additional information about us, including our audited financial statements and descriptions of our business, is contained in the documents incorporated by reference in this Offer to Purchase.

RISK FACTORS

Before making a decision whether to tender Notes pursuant to the Tender Offers, Holders of Notes should carefully consider the risks and uncertainties described in this Offer to Purchase, including those set forth below and under the heading "Cautionary Notice Regarding Forward-Looking Statements," and the risk factors set forth in our filings with the SEC that are incorporated by reference herein including, without limitation, the risks under the heading "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026. The risks and uncertainties described below and in the incorporated documents are not the only risks and uncertainties that we face. Any of the following risks could materially and adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements.

There may be a more limited trading market for the Notes not purchased following the consummation of the Tender Offers.

The Notes are not listed on any exchange. Quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed only as approximations. To the extent tenders of Notes in any Tender Offer are accepted by us and such Tender Offer is completed, the trading markets for the Notes that remain outstanding following such completion may be significantly more limited. The remaining Notes may command lower prices than comparable issues of securities with greater market liquidity, and there can be no assurance that any trading market will continue to exist.

Reduced market values and reduced liquidity also may make the trading prices of the remaining Notes more volatile. As a result, the market prices for the Notes that remain outstanding after the completion of the Tender Offers may be adversely affected as a result of the Tender Offers. None of BorgWarner, the Dealer Managers or the Tender and Information Agent has any duty to make a market in any remaining Series of Notes.

Notes not purchased in the Tender Offers will remain outstanding.

Notes not purchased in the Tender Offers will remain outstanding. The terms and conditions governing such Notes will remain unchanged. No amendments to such terms and conditions are being sought.

On August 10, 2026, we intend to deliver to BNY, as trustee of the 7.125% Notes, a notice of redemption to redeem all of the 7.125% Notes that remain outstanding following the Any and All Offer, to the extent we purchase less than all of the 7.125% Notes in the Any and All Offer. See "Consequences to Non-Tendering and Tendering Holders."

From time to time after the Expiration Date, BorgWarner or its affiliates may acquire Notes of any Series that are not purchased in the Tender Offers through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as BorgWarner or its affiliates may determine or as may be provided for in the applicable indenture or other documents governing such Series of Notes (which may be on terms more or less favorable than those contemplated in the Tender Offers and, in either case, could be for cash or other consideration).

Holders of Notes are responsible for complying with the procedures for tendering the Notes.

Holders of Notes are responsible for complying with all of the procedures for tendering Notes. If the instructions are not strictly complied with, a Holder's participation in the Tender Offers may be rejected. None of BorgWarner, the Dealer Managers, the Trustees or the Tender and Information Agent assumes any responsibility for informing any Holder of Notes of irregularities with respect to such Holder's participation in the Tender Offers.

The Tender Offers are subject to certain conditions and consummation of one or all of the Tender Offers may not occur.

Each Tender Offer is subject to the satisfaction or waiver of certain conditions. See "The Tender Offers—Conditions to the Tender Offers." Even if the Tender Offers are completed, they may not be completed on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Tender Offers may have to wait longer than expected to receive the applicable Tender Consideration, and Accrued Interest Payment during which time such Holders will not be able to effect transfers of their Notes tendered in the Tender Offers.

The Tender Offers may not be completed and in certain circumstances may be amended or terminated.

Until we announce whether we have accepted valid tenders of Notes pursuant to the Tender Offers, there can be no assurance that the Tender Offers will be completed. In addition, subject to applicable law and limitations described elsewhere in this Offer to Purchase, we expressly reserve the right, with respect to each Tender Offer, to amend, extend or, if any of the conditions described herein is not (1) satisfied at any time at or prior to the Expiration Date or (2) timely waived, terminate such Tender Offer.

The Amount of Notes of each Series That Will be Accepted for Purchase is Uncertain

The amount of each Series of Waterfall Notes accepted for purchase in each Offer will depend on several factors, including, without limitation, (i) the aggregate principal amount of such Series of Notes that are tendered, (ii) the Acceptance Priority Levels, (iii) the Sub Cap and (iv) the Waterfall Cap. See "The Tender Offers—Acceptance Priority Procedures." Consequently, the amount of each Series of Notes purchased in an Offer will not be known until after the Expiration Date and may be subject to proration as described herein. Do not tender your Notes unless you want them to be repurchased. We may increase the amount of Waterfall Notes of such prorated Series by less than 2% of the outstanding Waterfall Notes of such Series.

No recommendation is being made with respect to the Tender Offers and Holders should consult with their own tax, accounting, financial and legal advisors before participating in the Tender Offers.

None of BorgWarner, the Dealer Managers, the Trustees, the Tender and Information Agent, or their respective directors, officers, employees or affiliates, is acting for any Holder, or will be responsible to any Holder for providing any protections that would be afforded to its clients or for providing advice in relation to the Tender Offers, and accordingly none of BorgWarner, the Dealer Managers, the Trustees, the Tender and Information Agent, or their respective directors, officers, employees or affiliates, makes any recommendation whatsoever regarding the Tender Offers, or any recommendation as to whether Holders should tender their Notes for purchase pursuant to the Tender Offers. Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the consequences of participating in the Tender Offers.

Notes may only be tendered in Authorized Denominations.

Holders may only tender outstanding Notes of a given Series in principal amounts that are an Authorized Denomination. In the event that Notes are tendered by a Holder in an amount which is other than an Authorized Denomination, such Notes will be rejected.

Consideration for the Notes may not reflect their fair value.

The consideration offered for each Series of Notes does not reflect any independent valuation of the Notes and may not fully reflect events or changes in financial markets (including interest rates) after the date of this Offer to Purchase. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If a Holder tenders its Notes, such Holder may receive more, or less, or as much, value than if such Holder chose to keep them.

The applicable Tender Consideration is subject to changes in the Reference Yield of the applicable Reference Security.

The Tender Consideration for each Series of Notes will be based on the bid-side yield of the applicable Reference Security as of the Price Determination Date, as calculated by the Dealer Managers in accordance with standard market practice. This yield may fluctuate during the term of the Offers prior to the Price Determination Date. As a result, the actual amount of cash that will be received by a tendering Holder of Notes pursuant to the Offers will be affected by such changes and may be different than if such amount were calculated based on the yield of the applicable Reference Security prevailing on dates or times prior to the Price Determination Date. Changes in the yield on the applicable Reference Security following the Price Determination Date will not alter the applicable Tender Consideration.

THE TENDER OFFERS

Purpose of the Tender Offers

The purpose of the Tender Offers is (i) to purchase any and all of the $120,685,000 aggregate principal amount of validly tendered 7.125% Notes pursuant to the Any and All Offer for the aggregate Tender Consideration, subject to the terms and conditions set forth in this Offer to Purchase, (ii) to purchase any validly tendered Notes for aggregate Tender Consideration of up to $720,000,000, subject to the terms and conditions set forth in this Offer to Purchase, and (iii) to reduce the amount and cost of the Company's outstanding indebtedness. Any Notes that are accepted for purchase by us will be retired and canceled. We are making the Tender Offers to deploy excess liquidity to reduce outstanding debt, reduce interest costs and further strengthen our balance sheet.

On August 10, 2026, we intend to deliver to BNY, as trustee of the 7.125% Notes, a notice of redemption to redeem all of the 7.125% Notes that remain outstanding following the Any and All Offer, to the extent we purchase less than all of the 7.125% Notes in the Any and All Offer, in accordance with the terms of the 7.125% Notes Indenture on the Redemption Date at a make-whole redemption price pursuant to the 7.125% Notes Indenture plus accrued and unpaid interest to, but not including, the Redemption Date. This Offer to Purchase does not constitute a notice of redemption or an offer to purchase the 7.125% Notes not purchased in the Any and All Offer.

General

We are offering, subject to the terms and conditions of the Tender Offers specified in this Offer to Purchase, to purchase for cash (i) any and all of the $120,685,000 aggregate principal amount of validly tendered 7.125% Notes pursuant to the Any and All Offer for the aggregate Tender Consideration and (ii) for the aggregate Tender Consideration of up to $720,000,000 of the Waterfall Notes validly tendered pursuant to the Offers, in accordance with, and in the order of, the Acceptance Priority Levels.

No Tender Offer is conditioned on any minimum amount of Notes being tendered or the consummation of any other Tender Offer. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, is conditioned on the satisfaction or waiver by the Company of the General Conditions (each as defined below in "The Tender Offers—Conditions to the Tender Offers"). Each Tender Offer may be amended, extended or terminated individually by us in our sole discretion. Additionally, we may increase the amount of Waterfall Notes accepted for payment in the Offer by no more than 2% of the outstanding Waterfall Notes of the applicable Series, as further described in the Acceptance Priority Procedures below, without amending or extending the Offers.

Each Tender Offer is subject to the satisfaction or waiver, in BorgWarner's sole discretion, of all of the applicable conditions set forth under "—Conditions to the Tender Offers." Additionally, BorgWarner, in its sole discretion, may extend a Withdrawal Deadline for any purpose. In addition, if any Tender Offer for a Series is extended, tendered Notes of such Series may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of such Tender Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason such Tender Offer has not been consummated within 60 business days after the date of this Offer to Purchase. See "—Expiration Date; Extensions; Amendments; Right to Terminate."

Notes purchased pursuant to a Tender Offer will be paid for in same-day funds on the Settlement Date for such Tender Offer. See "—Acceptance and Payment; Source of Funds."

Tender Consideration

Upon the terms and subject to the conditions set forth in the Tender Offer Documents, Holders who validly tender Notes (including the 7.125% Notes) at or prior to the Expiration Date and whose Notes are accepted for purchase by us, will receive the applicable Tender Consideration for each $1,000 principal amount of such Notes in cash on Settlement Date.

The applicable Tender Consideration to each Series of Notes (including the 7.125% Notes) will be calculated at the applicable Price Determination Date. The applicable Tender Consideration payable by us for each $1,000 principal amount of each Series of Notes (including the 7.125% Notes) that have been (i) validly tendered at or prior to the Expiration Date and (ii) accepted by us for purchase pursuant to the applicable Tender Offer, will be determined in accordance with standard market practice, as described in this Offer to Purchase, using the applicable yield to maturity or, if applicable, the par call date, of such Series of Notes (the "*Offer Yield*"), which will be equal to the sum of:

(1) the Reference Yield, calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference Security specified on the first page of this Offer to Purchase for such Series of Notes at the applicable Price Determination Date quoted on the Bloomberg Reference Page specified on the first page of this Offer to Purchase for such Series of Notes (or any other recognized quotation source if such quotation report is not available or is manifestly erroneous), *plus*

(2) the applicable Fixed Spread specified on the first page of this Offer to Purchase for such Series of Notes.

The applicable Tender Consideration payable by us for each $1,000 principal amount of each Series of Notes accepted by us will equal:

(1) the present value on the Settlement Date, as determined at the applicable Price Determination Date, of $1,000 principal amount of such Notes due on the maturity date of such Notes or, if applicable, the par call date of such Series of Notes, and all scheduled interest payments on such principal amount of Notes to be made from (but excluding) the Settlement Date, up to and including such maturity date or par call date, discounted to the Settlement Date in accordance with standard market practice as described by the formula set forth in Annex A to this Offer to Purchase, at a discount rate equal to the applicable Offer Yield, *minus*

(2) the applicable Accrued Interest Payment per $1,000 principal amount of such Notes; such price being rounded to the nearest cent per $1,000 principal amount.

For any Series of Notes, (a) if the contractual annual rate of interest is less than or equal to the applicable Offer Yield, then the calculation will assume that the payments of such Notes are through the maturity date of such Notes, or, (b) if the contractual annual rate of interest is greater than the applicable Offer Yield, then the calculation will assume that the payments of such Notes are through the par call date of such Notes specified on the first page of this Offer to Purchase. Promptly after the applicable Price Determination Date, we will issue a press release specifying the Offer Yield and Tender Consideration for each Series of Notes accepted for purchase.

With respect to the Tender Offers, the applicable Tender Consideration payable by us for each $1,000 principal amount of Notes that are validly tendered at or prior to the Expiration Date and accepted by us will be paid in cash on the Settlement Date.

The applicable Tender Consideration payable with respect to any Series of Notes does not include the applicable Accrued Interest Payment, which will be payable, in cash, on the Settlement Date in addition to the applicable Tender Consideration.

Accrued Interest Payment

In addition to the applicable Tender Consideration, Holders whose Notes are accepted by us for purchase pursuant to a Tender Offer will receive the Accrued Interest Payment, being a cash payment equal to the accrued and unpaid interest on such Notes from and including the immediately preceding interest payment date for such Notes to, but excluding, the Settlement Date. Such Accrued Interest Payment in respect of Notes accepted for purchase will be calculated in accordance with the terms of such Notes. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offers. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC or its participants.

The Expiration Date will be the date and time indicated as such on the first page of this Offer to Purchase, unless extended by us with respect to any Tender Offer, in which case the Expiration Date for such Tender Offer will be such time and date to which the Expiration Date is extended.

Subject to applicable law, BorgWarner, in its sole discretion, may extend the Expiration Date with respect to a Tender Offer for any reason. To extend the Expiration Date, BorgWarner will notify the Tender and Information Agent and will make a public announcement thereof before 9:00 a.m. (New York City time) on the next business day after the previously scheduled Expiration Date. Such announcement will state that BorgWarner is extending the Expiration Date for a specified period. During any such extension, all Notes previously validly tendered in an extended Tender Offer that have not been validly withdrawn at or prior to the applicable Withdrawal Deadline will remain subject to such Tender Offer and may be accepted for purchase by us.

Settlement Date

For any Notes that have been validly tendered at or prior to the Expiration Date and accepted for purchase, settlement will occur on the Settlement Date, subject to all conditions of the Tender Offers having been either satisfied or, if waivable, waived by us. We will not pay the consideration for any Tender Offer until promptly after the expiration of such Tender Offer, on the Settlement Date.

The "*Settlement Date*" with respect to a Tender Offer will be promptly following the Expiration Date and is expected to be August 18, 2026, which is the second business day after the Expiration Date.

Holders whose Notes are accepted for purchase in the Tender Offers will receive the applicable Tender Consideration, and Accrued Interest Payment, payable on the Settlement Date. No tenders of Notes will be valid if submitted after the Expiration Date. In the event of termination of the Tender Offers prior to the Expiration Date, the Notes tendered pursuant to the Tender Offers prior to the Expiration Date will be promptly returned to the tendering Holders.

On the Settlement Date, we will deposit with DTC an amount of cash sufficient to (i) purchase all Notes validly tendered by book-entry transfer and not withdrawn and accepted by us pursuant to the Tender Offers and (ii) pay any Accrued Interest Payments then due to Holders of such Notes.

We will announce our acceptance of validly tendered Notes pursuant to the Tender Offers and the aggregate principal amount of each Series of Notes accepted for purchase in each Tender Offer as promptly as practicable after the Expiration Date, subject to the satisfaction or waiver of the conditions described in this Offer to Purchase.

Acceptance Priority Procedures

The table below displays the Acceptance Priority Level for each Series of Waterfall Notes:

Series of Notes	**CUSIP/ISIN Number[(1)]**	**Aggregate Principal Amount Outstanding**	**Acceptance Priority Level**
4.375% Senior Notes due 2045	099724 AH9 / US099724AH99	$500,000,000	1
5.400% Senior Notes due 2034	099724 AQ9 / US099724AQ98	$500,000,000	2
4.950% Senior Notes due 2029	099724 AP1 / US099724AP16	$500,000,000	3
2.650% Senior Notes due 2027	099724 AL0 / US099724AL02	$1,100,000,000	4

Subject to the satisfaction or waiver of the conditions of the Offers described in this Offer to Purchase and in accordance with the Acceptance Priority Levels and the Sub Cap set forth on the first page of this Offer to Purchase, the "Acceptance Priority Procedures" will operate as follows: if the aggregate Tender Consideration for all Waterfall

Notes validly tendered by Holders at or prior to the Expiration Date does not exceed the Waterfall Cap, then we will accept all such Waterfall Notes. However, if the aggregate Tender Consideration of all Waterfall Notes validly tendered at or prior to the Expiration Date by Holders exceeds the Waterfall Cap (subject to any increase in such Waterfall Cap at our discretion), then we will (i) accept for purchase all validly tendered Waterfall Notes of each Series starting at the highest Acceptance Priority Level (level 1) and moving sequentially to Waterfall Notes of each Series having a lower Acceptance Priority Level (the lowest of which is level 4) until the aggregate Tender Consideration for all validly tendered Waterfall Notes of the applicable Series, together with the aggregate Tender Consideration for all Waterfall Notes accepted for purchase from Series with higher Acceptance Priority Levels, is as close as possible to, but does not exceed the Waterfall Cap, (ii) accept on a prorated basis validly tendered Waterfall Notes of the Series with the next lower Acceptance Priority Level, subject to our ability to increase the amount of Waterfall Notes of such prorated Series by no more than 2% of the outstanding Waterfall Notes of such Series and (iii) not accept for purchase any Waterfall Notes of a Series with an Acceptance Priority Level below the prorated Series.

We will cause all validly tendered Notes that are not accepted for purchase to be unblocked by DTC promptly after the Expiration Date.

We are offering to purchase for cash and subject to the Sub Cap and the Waterfall Cap (which is an aggregate Tender Consideration of $720,000,000) the Waterfall Notes set forth in the table on the first page of this Offer to Purchase, subject to proration and the application of the Acceptance Priority Levels and the terms and conditions, including, among others, the Acceptance Priority Procedures set forth in the Tender Offer Documents. For the avoidance of doubt, the Sub Cap and the Waterfall Cap for Waterfall Notes purchased in the Offers shall exclude the Accrued Interest Payment.

Subject to applicable law, we may waive or increase the Sub Cap or the Waterfall Cap at any time prior to the Expiration Date.

Position of BorgWarner and Other Parties Concerning the Tender Offers

None of BorgWarner, the Tender and Information Agent, the Dealer Managers or the Trustees (or any of their respective directors, officers, employees or affiliates) makes any recommendation as to whether Holders should tender their Notes pursuant to the applicable Tender Offer, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decisions as to whether to tender their Notes, and, if so, the principal amount of Notes to tender.

None of the Dealer Managers or their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information contained in this Offer to Purchase or any related documents, including the information concerning the Tender Offers, BorgWarner or any of its affiliates contained in this Offer to Purchase or for any failure by BorgWarner to disclose events that may have occurred and may affect the significance or accuracy of such information.

Holders must also obtain any consents or approvals that they need in order to tender their Notes. None of BorgWarner, the Dealer Managers, the Tender and Information Agent or the Trustees are responsible for Holders' compliance with these requirements.

Conditions to the Tender Offers

General Conditions

Notwithstanding any other provision of this Offer to Purchase, with respect to each Tender Offer, we will not be obligated to (1) accept for purchase any validly tendered Notes or (2) pay any cash amounts or complete such Tender Offer, unless each of the following conditions is satisfied at or prior to the Expiration Date:

1. there shall not have been any change or development that in our reasonable judgment would or might reasonably be expected to prohibit, restrict or delay the consummation of such Tender Offer or materially

reduces the anticipated benefits to us of such Tender Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects;

2. there shall not have been instituted or threatened in writing any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality, that relates in any manner to such Tender Offer and that in our reasonable judgment makes it advisable to us to terminate such Tender Offer;
3. we shall have obtained all governmental approvals and third-party consents that we, in our reasonable judgment, consider necessary for the completion of such Tender Offer as contemplated by this Offer to Purchase and all such approvals or consents shall remain in effect; and
4. there shall not have occurred:
    a. any general suspension of or limitation on prices for trading in securities in the United States securities or financial markets;
    b. any disruption in the trading of the equity securities of the Company;
    c. a material impairment in the general trading market for debt securities;
    d. a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States; or
    e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including, but not limited to, catastrophic terrorist attacks against the United States or its citizens.

The conditions described in this section ("—Conditions to the Tender Offers") are for our sole benefit, and we may assert them with respect to any Tender Offer regardless of the circumstances giving rise to any such condition, including any action or inaction by us. The foregoing conditions may be waived by us, in whole or in part, with respect to any Tender Offer at any time and from time to time, in our sole discretion, but subject to the following sentence and applicable law. If any of the foregoing conditions have not been met, we may (but will not be obligated to), subject to the terms of this Offer to Purchase and applicable law, (a) terminate any Tender Offer, (b) extend any Tender Offer, on the same or amended terms, and thereby delay acceptance of any validly tendered Notes, or (c) waive the unsatisfied condition or conditions with respect to any Tender Offer and accept all validly tendered Notes.

Subject to applicable law and as elsewhere described in this Offer to Purchase, each Tender Offer may be amended, extended or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminated individually by us in our sole discretion. If we terminate a Tender Offer, all of the Notes tendered pursuant to such Tender Offer will not be accepted for purchase and will be returned promptly to the tendering Holders thereof in accordance with applicable law at our expense. See "—Withdrawal of Tenders" below.

Our failure at any time to exercise any of the above rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right that may be asserted at any time and from time to time.

Sub Cap; Waterfall Cap

The 2.650% Notes at Acceptance Priority Level 4 are subject to a Sub Cap. The Sub Cap represents the maximum aggregate principal amount of the 2.650% Notes to be purchased pursuant to the Offers. The Company reserves the right, but is under no obligation to, increase, decrease, or eliminate the Sub Cap at any time, including on or after the Price Determination Date, subject to applicable law. Subject to applicable law, the Company or its affiliates may increase or decrease the Sub Cap by no more than 2% of the outstanding 2.650% Notes without amending or extending the Offers.

The Offers are open to all registered Holders of the Waterfall Notes using a "waterfall" methodology under which we will accept Waterfall Notes in the order of their respective Acceptance Priority Levels, subject to a $720,000,000 cap on the aggregate Tender Consideration payable for Waterfall Notes purchased in the Offers that we will be obligated to pay (the "*Waterfall Cap*"). For the avoidance of doubt, the Sub Cap and the Waterfall Cap for Waterfall Notes purchased in the Offers shall exclude the Accrued Interest Payment. See "The Tender Offers—Acceptance Priority Procedures" for a description of the operation of this "waterfall" methodology with respect to each series of Waterfall Notes.

Expiration Date; Extensions; Amendments; Right to Terminate

The Tender Offers expire on the Expiration Date, which is currently expected to occur at 5:00 p.m., New York City time, on August 14, 2026, unless extended or earlier terminated by us in our sole discretion with respect to one or more Series of Notes, and, in the case of extension of the Expiration Date applicable to such Series, will be such date to which the Expiration Date is extended. Tenders of Notes submitted after the Expiration Date will not be valid.

BorgWarner expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, extend the Tender Offer for any Series of Notes, or, upon failure of a condition to be satisfied prior to the Expiration Date or timely waived, terminate such Tender Offer and not accept any Notes; and

- amend, modify or waive at any time, or from time to time, the terms of any of its Tender Offers in any respect, including waiver of any conditions to consummation of such Tender Offer.

Subject to the qualifications described above, if BorgWarner exercises any such right, BorgWarner will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable and as required by applicable law. BorgWarner will extend the applicable Withdrawal Deadline or Expiration Date, as the case may be, if required by applicable law. Without limiting the manner in which BorgWarner may choose to make a public announcement of any extension, amendment or termination of any Tender Offer, BorgWarner will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release and in accordance with applicable law.

The minimum period during which a Tender Offer will remain open following material changes in the terms of such Tender Offer or in the information concerning such Tender Offer will depend upon the facts and circumstances of such changes, including the relative materiality of the changes. With respect to any (i) increase or decrease in the percentage of the Notes of any Series accepted for payment in a Tender Offer, or (ii) change in consideration, such increase, decrease or change will be communicated by a press release or other public announcement that is widely disseminated by no later than 9:00 a.m. (New York City time), on the third business day before the previously scheduled Expiration Date; provided that, we may increase the amount of Notes accepted for payment in the Offer by no more than 2% of the outstanding Notes of the applicable Series without amending or extending the Offer and without issuing a press release or other public announcement no later than the third business day before the Expiration Date. If the terms of any Tender Offers are amended in any other manner determined by us to constitute a material change, we will promptly disclose any such amendment in a press release or other public announcement that is widely disseminated to inform Holders of such amendment no later than 9:00 a.m. (New York City time), on the second business day before the previously scheduled Expiration Date, and we will extend such Tender Offer for a time period that we deem appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, but subject to applicable law, if such Tender Offer would otherwise expire during such time period.

Procedures for Tendering Notes

General

The following summarizes the procedures to be followed by all Holders in tendering their Notes. The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and BorgWarner in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

How to Tender Notes

All of the Notes are held in book-entry form through the facilities of DTC. Any beneficial owner whose Notes of the relevant Series are held in book-entry form through a custodian bank, broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes of such Series should contact such custodian bank, broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some cases, the custodian bank, broker, dealer, commercial bank, trust company or other nominee may request submission of such instructions on a beneficial owner's instruction form. Please check with your nominee to determine the procedures for such firm.

Procedures for Tendering Notes Held Through DTC

To tender Notes that are held through DTC, DTC participants must electronically transmit their acceptance through ATOP (and thereby tender Notes).

Any acceptance of an Agent's Message (as defined below) transmitted through ATOP is at the election and risk of the person transmitting such Agent's Message, and delivery will be deemed made only when actually received by the Tender and Information Agent. No documents should be sent to BorgWarner, the Trustees or the Dealer Managers.

The Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offers, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender and Information Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender and Information Agent at its address set forth on Annex A of this Offer to Purchase prior to or at the Expiration Date in order to be eligible to receive the Tender Consideration. The confirmation of a book-entry transfer into the Tender and Information Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*." Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express and unconditional acknowledgment from the participant in DTC described in such Agent's Message, stating (1) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer(s), (2) that such participant has received this Offer to Purchase and agrees to be bound by the terms of the Tender Offers as described in this Offer to Purchase, and (3) that BorgWarner may enforce such agreement against such participant.

Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC prior to the Expiration Date.

Other Matters

Subject to, and effective upon, the acceptance of, and the payment of the applicable Tender Consideration for, the principal amount of Notes tendered in accordance with the terms and subject to the conditions of the applicable Tender Offer, a tendering Holder, by submitting or sending an Agent's Message to the Tender and Information Agent in connection with the tender of such Notes, will have:

- irrevocably agreed to sell, assign and transfer to or upon our order or our nominees' order, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the tendering Holder's status as a holder or beneficial owner, as applicable, of, all Notes tendered, such that thereafter it shall have no contractual or other rights or claims in law or equity against us or any fiduciary, trustee (including the Trustees), fiscal agent or other person connected with the Notes arising under, from or in connection with such Notes;

- waived any and all rights with respect to the Notes tendered (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the applicable indenture governing each Series of Notes);

- released and discharged us and the Trustees from any and all claims the tendering Holder may have, now or in the future, arising out of or related to the Notes tendered, including, without limitation, any claims that the tendering Holder is entitled to receive additional principal or interest payments with respect to the Notes tendered (other than as expressly provided in this Offer to Purchase) or to participate in any repurchase, redemption or defeasance of the Notes tendered;

- assigned and transferred such Notes to the Tender and Information Agent and irrevocably constituted and appointed the Tender and Information Agent as the true and lawful agent and attorney-in-fact of such tendering Holder (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to any and all of the tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Notes or transfer ownership of such Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity, to or upon our order, (b) present such Notes for transfer on the register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender and Information Agent will not have the rights to, or control over, funds from BorgWarner, except as agent of BorgWarner, for the consideration for any tendered Notes that are purchased by BorgWarner), all in accordance with the terms of such applicable Tender Offer;

- agreed that BorgWarner's acceptance for payment of Notes tendered under any Tender Offer will constitute a binding agreement between such Holder and BorgWarner upon the terms and conditions to such Tender Offer described in the Tender Offer Documents, which agreement will be governed by, and construed in accordance with, the laws of the State of New York;

- represented, warranted and agreed that:

1. it is the beneficial owner of, or a duly authorized representative of one or more beneficial owners of, the Notes tendered thereby, and it has full power and authority to tender, sell, assign and transfer such tendered Notes;

2. the Notes being tendered were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and BorgWarner will acquire good, indefeasible and unencumbered title to those Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind and not subject to any adverse claim or right, when BorgWarner accepts such tendered Notes for purchase;

3. such Holder either (a) is tendering all the Notes it beneficially holds or (b) will subsequent to the tender of Notes in the applicable Tender Offer, continue to beneficially hold such Notes in a principal amount equal to an Authorized Denomination;

4. all authority conferred or agreed to be conferred pursuant to these representations and warranties and such Holder's obligations in relation to such tender of Notes shall be binding upon the undersigned's successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by the undersigned's death or incapacity;

5. such Holder acknowledges that BorgWarner may amend or terminate such Tender Offer or postpone acceptance for payment of, or the payment for, any of the Notes tendered under the circumstances described in this Offer to Purchase;

6. such Holder's Notes may be withdrawn only by written notice of withdrawal or a properly transmitted "Request Message" through ATOP received by the Tender and Information Agent at any time at or prior to the Expiration Date, but not thereafter;

7. it will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered thereby from the date of such tender, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

8. it is a person to whom it is lawful to make available this Offer to Purchase or to make the Tender Offers in accordance with applicable laws (including the offering restrictions set out in this Offer to Purchase);

9. it has had access to such financial and other information and has been afforded the opportunity to ask such questions of representatives of BorgWarner and receive answers thereto, as it deems necessary in connection with its decision to participate in the Tender Offers;

10. it has received and read a copy of the Tender Offer Documents and understands and agrees to be bound by all the terms and conditions of each applicable Tender Offer;

11. in evaluating the applicable Tender Offer and in making its decision whether to participate in such Tender Offer by the tender of Notes, the Holder has undertaken an appropriate analysis of the implications of the Tender Offer and made its own independent appraisal of the matters referred to in this Offer to Purchase and in any related communications without reliance on BorgWarner, the Dealer Managers, the Tender and Information Agent or the Trustees;

12. the tender of Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this Offer to Purchase;

13. it and the person receiving the applicable consideration have observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from any of them in each respect in connection with any offer or acceptance in any jurisdiction, and that it and such person or persons have not taken or omitted to take any action in breach of the terms of such Tender Offer or which will or may result in BorgWarner or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with such Tender Offer or the tender of Notes in connection therewith;

14. neither it nor the person receiving the applicable consideration is acting on behalf of any person who could not truthfully make the foregoing representations, warranties and undertakings or those set forth in the Agent's Message; and

15. it acknowledges that BorgWarner, the Dealer Managers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations and warranties made by its submission of the Agent's Message are, at any time at or prior to the consummation of any of the Tender Offers, no longer accurate, it shall promptly notify BorgWarner and the Dealer Managers. If it is tendering the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

By tendering Notes pursuant to a Tender Offer, a Holder will have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole discretion, which determination shall be final and binding.

Notwithstanding any other provision of this Offer to Purchase, payment of the applicable Tender Consideration, and the applicable Accrued Interest Payment, if any, with respect to the Notes tendered for purchase and accepted by us pursuant to the Tender Offers will occur only after timely receipt by the Tender and Information Agent of a Book-Entry Confirmation, together with an Agent's Message and any other required documentation. The tender of Notes pursuant to the Tender Offers by the procedures set forth above will constitute an agreement between the tendering Holder and us in accordance with the terms and subject to the conditions of the applicable Tender Offer.

The method of delivery of Notes, the Agent's Message and all other required documents is at the election and risk of the tendering Holder. In all cases, sufficient time should be allowed to ensure timely delivery.

Alternative, conditional or contingent tenders will not be considered valid. We reserve the right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right, subject to applicable law and limitations described elsewhere in this Offer to Purchase, to waive any defects, irregularities or conditions of tender as to particular Notes, including any delay in the submission thereof or any instruction with respect thereto. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note. Our interpretations of the terms and conditions of the Tender Offers will be final and binding on all parties. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of us, the Trustees, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice.

Minimum Tender Denomination

Notes may be tendered only in principal amounts equal to the minimum authorized denomination and integral multiples in excess thereof for the applicable Series of Notes (an "*Authorized Denomination*"), which are set forth in the table below.

Series of Notes	CUSIP / ISIN Numbers	Minimum Denomination	Integral Multiple in Excess of Minimum Denomination
7.125% Senior Notes due 2029	099724 AC0 / US099724AC03	$1,000	$1,000
4.375% Senior Notes due 2045	099724 AH9 / US099724AH99	$2,000	$1,000
5.400% Senior Notes due 2034	099724 AQ9 / US099724AQ98	$2,000	$1,000
4.950% Senior Notes due 2029	099724 AP1 / US099724AP16	$2,000	$1,000
2.650% Senior Notes due 2027	099724 AL0 / US099724AL02	$2,000	$1,000

No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in an Authorized Denomination.

Withdrawal of Tenders

Tendered Notes of a Series may be withdrawn at any time at or prior to the relevant Withdrawal Deadline. After the relevant Withdrawal Deadline, tendered Notes may not be withdrawn unless BorgWarner amends the applicable Tender Offer in a manner that is materially adverse to the tendering Holders, in which case withdrawal rights may be extended as BorgWarner determines, to the extent required by law (as determined by BorgWarner), appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. Additionally, BorgWarner, in its sole discretion, may extend a Withdrawal Deadline for any purpose. In addition, if any Tender Offer for a Series is extended, tendered Notes of such Series may be withdrawn at any time (1) at or prior to the earlier of (x) the extended Expiration Date of such Tender Offer, and (y) the tenth business day after the date of this Offer to Purchase, and (2) after the 60th business day after the date of this Offer to Purchase if for any reason such Tender Offer has not been consummated within 60 business days after the date of this Offer to Purchase.

Notes withdrawn prior to the applicable Withdrawal Deadline may be tendered again prior to the Expiration Date in accordance with the procedures set forth in this Offer to Purchase. BorgWarner may increase or waive the Sub

Cap or the Waterfall Cap without extending or reinstating withdrawal rights, subject to compliance with applicable law.

For a withdrawal of a tender of Notes held through DTC to be valid and effective, the Tender and Information Agent must receive a written or facsimile transmission notice of withdrawal or a properly transmitted "Request Message" through ATOP prior to or at the applicable Withdrawal Deadline. Any such notice of withdrawal must (1) specify the name of the person who tendered the Notes to be withdrawn (or, if tendered by book-entry transfer, the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes), (2) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes and (3) specify the name in which such Notes are to be registered if different from the person who tendered such Notes pursuant to such documents of transfer (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes).

For a withdrawal of Notes tendered through a custodial entity, the Holder of such Notes will need to make arrangements for withdrawal with its custodian or nominee. Such Holder's ability to withdraw the tender of its Notes will depend upon the terms of the arrangements it has made with its custodian or nominee and, if its custodian or nominee is not the Direct Participant tendering those Notes, the arrangements between such Holder's custodian and such Direct Participant, including any arrangements involving intermediaries between such Holder's custodian and such Direct Participant.

The Tender and Information Agent will return to Holders tendering through DTC all Notes in respect of which it has received valid withdrawal instructions on or prior to the Withdrawal Deadline promptly after it receives such instructions.

A withdrawal of a tender of Notes may not be rescinded, and any Notes validly withdrawn will thereafter not be validly tendered for purposes of the Tender Offers. A withdrawal of Notes may only be accomplished if done prior to or at the applicable Withdrawal Deadline and in accordance with the foregoing procedures.

We will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in our sole discretion, which determination shall be final and binding. None of us, the Trustees, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If we are delayed in our acceptance for purchase of any Notes for any reason, then, without prejudice to our rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender and Information Agent on our behalf and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that we issue or pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the expiration or termination of a Tender Offer).

Acceptance and Payment; Source of Funds

Assuming the conditions to the Tender Offers are timely satisfied or waived, we will pay the applicable Tender Consideration, and applicable Accrued Interest Payment on the Settlement Date for Notes that are validly tendered at or prior to the Expiration Date and accepted by us in the Tender Offers. The Company intends to use cash on hand to fund the Tender Consideration and related fees and expenses.

BorgWarner reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any of the Notes tendered pursuant to a Tender Offer, or to pay all or any portion of the applicable Tender Consideration, and the applicable Accrued Interest Payment for such Notes, but any such transfer or assignment will in no way prejudice the rights of tendering Holders to receive payment for such Notes validly tendered and accepted for purchase pursuant to a Tender Offer or to receive the applicable Tender Consideration, and applicable Accrued Interest Payment, from BorgWarner.

We reserve the right, in our sole discretion, but subject to applicable law and limitations described elsewhere in this Offer to Purchase, to (1) delay acceptance of Notes tendered under any Tender Offer (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the expiration or termination of the Tender Offer) or (2) terminate any Tender Offer at any time at or prior to the Expiration Date if the conditions thereto are not satisfied at or prior to the Expiration Date or timely waived.

For purposes of the Tender Offers, we will have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which we have waived such defect) if, as and when we give oral (promptly confirmed in writing) or written notice thereof to the Tender and Information Agent. Holders will not receive confirmation from us, the Tender and Information Agent or the Trustees with respect to the purchase and payment of any Notes tendered to a Tender Offer. We will pay any applicable cash amounts by depositing such payment with DTC. Subject to the terms and conditions of each Tender Offer, payment of any cash amounts will be made by the Tender and Information Agent on the Settlement Date upon receipt of such notice. The Tender and Information Agent will act as agent for participating Holders of the Notes for the purpose of receiving Notes from, and transmitting cash payments to, such Holders. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC from which such Notes were delivered after the expiration or termination of the relevant Tender Offer.

If, for any reason, acceptance for purchase of tendered Notes, or delivery of any cash amounts for validly tendered and accepted Notes, pursuant to the Tender Offers is delayed, or we are unable to accept tendered Notes for purchase or deliver any cash amounts for validly tendered and accepted Notes pursuant to the Tender Offers, then the Tender and Information Agent may, nevertheless, on behalf of us, retain the tendered Notes, without prejudice to our rights described under "—Expiration Date; Extensions; Amendments; Right to Terminate," "—Conditions to the Tender Offers" and "—Withdrawal of Tenders" above, but subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes tendered promptly after the expiration or termination of the Tender Offers.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of a Tender Offer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered promptly following the Expiration Date or the termination of such Tender Offer.

Holders of Notes tendered and accepted by us pursuant to the Tender Offers will be entitled to accrued and unpaid interest on their Notes to, but excluding, the Settlement Date, which interest shall be payable on the Settlement Date. For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offers. Under no circumstances will any additional interest be payable because of any delay by DTC or any other third party in the transmission of funds to Holders of accepted Notes or otherwise, and in no circumstances will BorgWarner be liable for any interest or damages due to any such delay or failure by any party to transmit such funds to Holders of Notes tendered to a Tender Offer.

Tendering Holders of Notes accepted in the Tender Offers will not be obligated to pay brokerage commissions or fees to us, the Trustees, the Dealer Managers or the Tender and Information Agent or, except as set forth below, to pay transfer taxes with respect to the tender of their Notes.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the purchase of Notes by us in the Tender Offers. If transfer taxes or similar amounts are imposed for any reason other than the tender and transfer of Notes to us, the amount of those transfer taxes or similar amounts, whether imposed on the registered holders or any other persons, will be payable by the tendering Holder. Transfer taxes or similar amounts that will not be paid by us include taxes, if any, imposed:

- if tendered Notes are to be registered in the name of any person other than the person on whose behalf an Agent's Message was sent; or

- if any cash payment in respect of a Tender Offer is being made to any person other than the person on whose behalf an Agent's Message was sent.

If satisfactory evidence of payment of or exemption from transfer taxes or similar amounts that are not required to be borne by us is not submitted with the Agent's Message, the amount of those transfer taxes or similar amounts will be billed directly to the tendering Holder and/or deducted from the Tender Consideration, and/or Accrued Interest with respect to the Notes tendered by such Holder.

Tender Agent

Global Bondholder Services Corporation has been appointed as the tender agent for the Tender Offers. All correspondence in connection with the Tender Offers should be sent or delivered by each Holder of Notes, or a beneficial owner's custodian bank, depositary, broker, trust company or other nominee, to the Tender and Information Agent at the address and telephone numbers set forth on Annex A of this Offer to Purchase. We will pay the Tender and Information Agent reasonable and customary fees for its tender agent services and will reimburse it for its out-of-pocket expenses in connection therewith.

Information Agent

Global Bondholder Services Corporation also has been appointed as the information agent for the Tender Offers and will receive reasonable and customary compensation for its services, and we will reimburse it for its out-of-pocket expenses in connection therewith. Questions concerning tender procedures and requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at the address and telephone numbers set forth on Annex A of this Offer to Purchase. Holders of Notes also may contact their custodian bank, depositary, broker, trust company or other nominee for assistance concerning the Tender Offers.

Dealer Managers

We have retained Barclays Capital Inc. and PNC Capital Markets LLC to act as the Dealer Managers for the Tender Offers. We will pay the Dealer Managers a reasonable and customary fee for soliciting tenders in the Tender Offers. We also will reimburse the Dealer Managers for their reasonable out-of-pocket expenses. The obligations of the Dealer Managers to perform such function are subject to certain conditions. We have agreed to indemnify the Dealer Managers and their respective affiliates and certain other related persons against certain liabilities, including liabilities under the U.S. federal securities laws, in connection with their services, or to contribute to payments the Dealer Managers and their respective affiliates and related persons may be required to make because of any of those liabilities. Questions regarding the terms of the Tender Offers may be directed to the Dealer Managers at the telephone numbers and address set forth on Annex A of this Offer to Purchase.

At any given time, the Dealer Managers and their respective affiliates may trade Notes or other of our securities for their own accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. To the extent the Dealer Managers or their respective affiliates hold Notes during the Tender Offers, they may tender such Notes under the Tender Offers.

The Dealer Managers and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the Dealer Managers and their affiliates have performed commercial banking, investment banking or advisory services for us and our affiliates from time to time for which they have received customary fees and reimbursement of expenses. The Dealer Managers and their affiliates, from time to time, engage in transactions with and perform services for us and our affiliates in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. In addition, certain Dealer Managers or their affiliates may provide credit to us and our affiliates as lenders. If any of the Dealer Managers or their affiliates provide credit to us or our affiliates, certain of those Dealer Managers or their affiliates routinely hedge, and certain other of those Dealer Managers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities. In the ordinary course of their various business activities, the Dealer Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve our securities or instruments. The Dealer Managers and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments. In addition, the Dealer Managers and their affiliates may purchase services from us in the ordinary course of business.

None of the Dealer Managers or the Tender and Information Agent assumes any responsibility for the accuracy or completeness of the information contained or referred to in this Offer to Purchase or for any failure by BorgWarner to disclose events that may have occurred and may affect the significance or accuracy of such information.

Other Fees and Expenses

The expenses of the Tender Offers will be borne by us. Tendering Holders of Notes will not be required to pay any fee or commission to the Dealer Managers in respect of the Tender Offers. However, if a tendering Holder handles the transaction through its custodian bank, broker, dealer, commercial bank, trust company or other nominee, the Holder may be required to pay brokerage fees or commissions to any such entity.

CONSEQUENCES TO NON-TENDERING AND TENDERING HOLDERS

Treatment of Notes Not Purchased Pursuant to the Tender Offers

Any of the Notes that are not tendered to us at or prior to the Expiration Date or are not purchased will remain outstanding, will mature on their respective maturity dates and will continue to accrue interest in accordance with, and will otherwise be entitled to all the rights and privileges under, the applicable indenture and other documents governing each Series of Notes, unless earlier repurchased, exchanged or redeemed pursuant to their terms. The trading markets for Notes that are not purchased could become more limited than the existing trading markets for the Notes. More limited trading markets might adversely affect the liquidity, market prices and price volatility of the Notes. If markets for Notes that are not purchased exist or develop, the Notes may trade at a discount to the prices at which they would trade if the principal amount outstanding had not been reduced. See “Risk Factors.”

On August 10, 2026, we intend to deliver to BNY, as trustee of the 7.125% Notes, a notice of redemption to redeem all of the 7.125% Notes that remain outstanding following the Any and All Offer, to the extent we purchase less than all of the 7.125% Notes in the Any and All Offer, in accordance with the terms of the 7.125% Notes Indenture on the Redemption Date at a make-whole redemption price pursuant to the 7.125% Notes Indenture plus accrued and unpaid interest to, but not including, the Redemption Date. This Offer to Purchase does not constitute a notice of redemption or an offer to purchase the 7.125% Notes not purchased in the Any and All Offer.

Effect of the Tender Offers on Holders of Notes Tendered and Accepted in the Tender Offers

If your Notes are validly tendered and accepted for purchase, you will be giving up all of your rights as a Holder of those Notes, including, without limitation, your right to future interest and principal payments with respect to such Notes.

OTHER PURCHASES OF NOTES

Following the Expiration Date, BorgWarner and/or its affiliates reserve the right to purchase additional Notes from time to time through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Tender Offers and may be for cash or other consideration. In addition, BorgWarner may redeem Notes after the Expiration Date as permitted by the applicable indenture relating to such Notes or any other indenture under which other Notes were issued, as applicable. Any future purchases or redemptions by BorgWarner and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) BorgWarner and/or its affiliates may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation or termination of the Tender Offers.

The Dealer Managers or their affiliates may from time to time purchase additional Notes in the open market or in privately negotiated transactions.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax consequences to a beneficial owner of the Notes with respect to the Tender Offers. This summary deals only with Notes that are held as capital assets for U.S. federal income tax purposes (generally, property held for investment), and does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws, including if you are:

- a broker or dealer in securities or currencies;
- a financial institution;
- a regulated investment company;
- a real estate investment trust;
- a tax-exempt entity;
- an insurance company;
- a person holding the Notes as part of a hedging, integrated, conversion or constructive sale transaction or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for your securities;
- a person liable for alternative minimum tax;
- a partnership or other pass-through entity for U.S. federal income tax purposes (or an investor therein);
- a U.S. Holder (as defined below) whose "functional currency" is not the U.S. dollar;
- a "controlled foreign corporation";
- a "passive foreign investment company";
- a person required to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being recognized on an applicable financial statement;
- a U.S. expatriate; or
- a former citizen or long-term resident of the United States.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), U.S. Treasury regulations promulgated thereunder, administrative rulings and pronouncements, and judicial decisions, in each case as of the date hereof. Those authorities may be changed or subject to different interpretations, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below. There can be no assurance that the U.S. Internal Revenue Service ("*IRS*") will not challenge one or more of the tax consequences described herein, and the Company has not obtained and does not intend to obtain a ruling from the IRS with respect to the U.S. federal income tax consequences of a sale of Notes pursuant to the Tender Offers.

As used herein, a "*U.S. Holder*" is a beneficial owner of a Note that is, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

For purposes of this discussion, a "*Non-U.S. Holder*" is a beneficial owner of a Note that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust and is not a U.S. Holder.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Notes, the U.S. federal income tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership that holds Notes, you should consult your own tax advisors concerning the tax treatment of a sale of Notes by the partnership pursuant to the Tender Offers.

This summary does not contain a detailed description of all the U.S. federal income tax consequences to you in light of your particular circumstances. In addition, this summary does not address the effects of any U.S. federal taxes other than income taxes (such as estate and gift taxes or the Medicare tax on certain investment income), or any state, local or non-U.S. tax laws. You are urged to consult your own tax advisor as to the particular tax consequences to you of a sale of Notes pursuant to the Tender Offers.

Tendering U.S. Holders

Sale of Notes

A sale of Notes by a U.S. Holder pursuant to the Tender Offers will be a taxable transaction to such U.S. Holder for U.S. federal income tax purposes. A U.S. Holder generally will recognize gain or loss on the sale of a Note in an amount equal to the difference, if any, between (i) the amount of cash received for such Note, other than the portion of any cash received for such Note that is properly allocable to Accrued Interest (which will be taxable as described below) and (ii) the U.S. Holder's adjusted tax basis in such Note at the time of sale. Generally, a U.S. Holder's adjusted tax basis in a Note will be equal to the amount paid for the Note by such U.S. Holder (i) increased by any market discount (if the election described below has been made) previously included in income and (ii) decreased (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized as an offset to stated interest pursuant to an election. Amortizable bond premium is generally defined as the excess of the U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder over the Note's stated principal amount. Subject to the market discount rules discussed below, any gain or loss a U.S. Holder recognizes on the sale of a Note will generally be capital gain or loss and will generally be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year. Certain non-corporate U.S. Holders (including individuals) generally are eligible for preferential rates of U.S. federal income taxation in respect of long-term capital gains. The deductibility of capital losses is subject to limitations.

An exception to the capital gain treatment described above may apply to a U.S. Holder that purchased a Note at a "market discount." Subject to a statutory *de minimis* exception, market discount is generally equal to the excess of a Note's stated principal amount over the U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain recognized by a U.S. Holder on the sale of a Note having market discount in excess of a *de minimis* amount will be treated as ordinary income to the extent of any market discount that has accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) but has not yet been included in income while such Note was held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains provisions described above.

To the extent that any amount of cash received in the Tender Offers by a U.S. Holder is attributable to Accrued Interest, such amount will generally be includable in gross income by the U.S. Holder as ordinary interest income if such Accrued Interest had not been included previously in the U.S. Holder's gross income for U.S. federal income tax purposes.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to any amounts (including any Accrued Interest) paid pursuant to the Tender Offers to a U.S. Holder that is not an exempt recipient. A U.S. Holder may also be subject to backup withholding (currently at a rate of 24%) on such payments unless such U.S. Holder provides a correct U.S. taxpayer identification number, certifies that such U.S. Holder is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Holder generally can provide such U.S. Holder's correct taxpayer identification number and certify that such U.S. Holder is not subject to backup withholding by completing an IRS Form W-9.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will generally be allowed as a refund or credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Tendering Non-U.S. Holders

For purposes of the discussion below, any income or gain on the sale of a Note pursuant to the Tender Offers will be considered to be "U.S. trade or business income" if such income or gain is effectively connected with the conduct of a trade or business by a Non-U.S. Holder in the United States (and, if one of certain tax treaties applies, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder within the United States).

Sale of Notes

Subject to the discussion of backup withholding below, any gain realized by a Non-U.S. Holder on the sale of a Note pursuant to the Tender Offers (which gain would generally be determined in the same manner as would be the case for a U.S. Holder, as described above under "—Tendering U.S. Holders") will not be subject to U.S. federal income or withholding tax, unless (i) such gain is U.S. trade or business income or (ii) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year in which the sale occurs and certain other conditions are met. A Non-U.S. Holder who realizes U.S. trade or business income with respect to the sale of a Note pursuant to the Tender Offers generally will be taxed in the same manner as a U.S. Holder (see "—Tendering U.S. Holders" above), unless an applicable income tax treaty provides otherwise. In addition, if the Non-U.S. Holder is treated as a corporation for U.S. federal income tax purposes, the Non-U.S. Holder may be subject to a branch profits tax on its effectively connected earnings and profits, subject to adjustments, at a rate of 30% (or such lower rate specified by an applicable tax treaty). If an individual Non-U.S. Holder is present in the United States for 183 days or more in the taxable year in which the sale occurs and certain other conditions are met, unless an applicable income tax treaty provides otherwise, such Non-U.S. Holder will generally be subject to a flat 30% U.S. federal income tax on any gain realized, which may be offset by certain U.S. source losses.

Interest

Subject to the discussions of backup withholding and FATCA below, the portion of the amount paid by the Company pursuant to the Tender Offers that is properly allocable to Accrued Interest will not be subject to U.S. federal income or withholding tax, provided that:

- the Accrued Interest is not effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States;
- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the Company's voting stock within the meaning of Section 871(h)(3) of the Code and applicable U.S. Treasury regulations;
- the Non-U.S. Holder is not a controlled foreign corporation that is related, directly or indirectly, to the Company through stock ownership;
- the Non-U.S. Holder is not a bank whose receipt of interest on the Notes is described in Section 881(c)(3)(A) of the Code; and
- either (a) the Non-U.S. Holder provides its name and address on an IRS Form W-8BEN or W-8BEN-E (or other applicable form), and certifies under penalties of perjury that it is not a U.S. person, or (b) the Non-U.S. Holder holds its Notes through certain foreign intermediaries and satisfies the certification requirements of applicable U.S. Treasury regulations. Special certification rules apply to non-U.S. investors that are pass-through entities rather than corporations or individuals.

If a Non-U.S. Holder cannot satisfy the requirements described above, the portion of the amount paid by the Company pursuant to the Tender Offers that is properly allocable to Accrued Interest will be subject to a 30% U.S. federal withholding tax, unless the Non-U.S. Holder provides the applicable withholding agent with a properly executed:

- IRS Form W-8BEN or W-8BEN-E (or other applicable form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty; or
- IRS Form W-8ECI (or other applicable form) stating that interest paid on the Notes is not subject to withholding tax because it is U.S. trade or business income (as discussed in further detail below).

If the portion of the proceeds received by a Non-U.S. Holder that is properly allocable to Accrued Interest is U.S. trade or business income, the Non-U.S. Holder will not be subject to the 30% U.S. federal withholding tax on such interest if the Non-U.S. Holder provides the applicable withholding agent with a properly executed IRS Form W-8ECI, as discussed above. Instead, such Non-U.S. Holder will generally be taxed in the same manner as a U.S. Holder (see "—Tendering U.S. Holders" above), unless an applicable income tax treaty provides otherwise. In addition, if the Non-U.S. Holder is treated as a corporation for U.S. federal income tax purposes, the Non-U.S. Holder may be subject to a branch profits tax on its effectively connected earnings and profits, subject to adjustments, at a rate of 30% (or such lower rate specified by an applicable tax treaty).

Information Reporting and Backup Withholding

Information returns generally will be filed with the IRS in connection with the payment of Accrued Interest on the Notes to Non-U.S. Holders. The payment of the gross proceeds from the sale of a Note pursuant to the Tender Offers and the payment of Accrued Interest on the Notes will possibly be subject to additional information reporting and to backup withholding (currently at a rate of 24%) unless a Non-U.S. Holder certifies as to such Non-U.S. Holder's foreign status on an applicable IRS Form W-8 or otherwise establishes an exemption, provided that the applicable withholding agent does not have actual knowledge or reason to know that such Non-U.S. Holder is a U.S. person or that the conditions of any other exemption are not, in fact, satisfied.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will generally be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional Withholding Requirements

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as "*FATCA*"), a 30% U.S. federal withholding tax may apply to any Accrued Interest paid to (i) a "foreign financial institution" (as specifically defined in the Code and whether such foreign financial institution is the beneficial owner or an intermediary) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA in a manner that avoids withholding, or (ii) a "non-financial foreign entity" (as specifically defined in the Code and whether such non-financial foreign entity is the beneficial owner or an intermediary) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial U.S. beneficial owners of such entity (if any). An intergovernmental agreement between the United States and an applicable foreign country, or other guidance, may modify these requirements. If a payment is both subject to withholding under FATCA and subject to the 30% withholding tax discussed above under "—Tendering Non-U.S. Holders—Interest," an applicable withholding agent may credit the withholding under FATCA against, and therefore reduce, such other withholding tax.

While withholding under FATCA would also have applied to payments of gross proceeds from the sale of the Notes pursuant to the Tender Offers, proposed U.S. Treasury regulations (the preamble to which indicates that taxpayers may rely on the regulations pending their finalization) eliminate FATCA withholding on payments of gross proceeds entirely.

Notwithstanding the foregoing, any debt instrument issued before July 1, 2014 is generally treated as a "grandfathered obligation" that is exempt from FATCA withholding (unless such debt instrument was the subject of a significant modification after such date). Accordingly, FATCA withholding is not expected to be required with respect to payments received in respect of the 7.125% Notes.

You should consult your own tax advisor regarding these rules and whether they may be relevant to your disposition of Notes pursuant to the Tender Offers.

Non-Tendering Holders

There generally will be no U.S. federal income tax consequences to non-tendering holders as a result of the Tender Offers.

ANNEX A
FORMULA TO DETERMINE THE TENDER CONSIDERATION

YLD	=	The Offer Yield for the applicable Series of Notes, expressed as a decimal number. The Offer Yield equals the sum of the applicable Reference Yield and the applicable Fixed Spread.
CPN	=	The contractual rate of interest payable on a Note, calculated in accordance with the terms of such Note, expressed as a decimal number.
n	=	For all Series of Notes, the number of remaining interest payment dates for the Notes from (but excluding) the Settlement Date, to (and including) their maturity date or the par call date, as applicable.
C*FI*	=	The aggregate amount per $1,000 principal amount scheduled to be paid on the Notes on the "i-th" out of the n remaining interest payment dates for the Notes, assuming for this purpose that the Notes are redeemed on the par call date or paid down on the maturity date, as applicable.* Scheduled payments include interest and, on the applicable par call date or maturity date, as applicable, principal.
ti	=	The number of days from and including the Settlement Date to but excluding the "i-th" payment date out of the n remaining interest payment dates for the Notes being priced. The number of days is computed using the 30/360 day count method in accordance with market convention.
S	=	The number of days from and including the last interest payment date for the Notes to but excluding the Settlement Date. The number of days is computed using the 30/360 day count method in accordance with market convention.
/ or	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
$\sum_{i=1}^{n}$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated "n" times (substituting for "i" in that term each whole number between 1 and n, inclusive) and the separate calculations are then added together.
exp	=	Exponentiate. The term to the left of "exp" is raised to the power indicated by the term to the right of "exp."
Accrued Interest	=	$1,000(CPN/2) (S/180)
Tender Consideration	=	The price per each $1,000 principal amount of Notes (excluding Accrued Interest). A tendering Holder that meets the requirements to receive the Tender Consideration will receive a total amount per $1,000 principal amount (rounded to the nearest cent) equal to the Tender Consideration plus Accrued Interest for any Notes purchased in the Tender Offers.

Formula for Tender Consideration = $$\sum_{i=1}^{n}\left[\frac{CF_i}{\left(1+\frac{YLD}{2}\right)\exp\left(\frac{t_i}{180}\right)}\right] - Accrued\ Interest$$

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* If the Offer Yield as determined in accordance with this Offer to Purchase is less than the contractual annual rate of interest on a particular Series of Notes, then the calculation will assume the payments of such Notes are through the par call date of such Notes; if the Offer Yield as determined in accordance with this Offer to Purchase is higher than or equal to the contractual annual rate of interest on a particular Series of Notes, then the calculation will assume that the payments of such Notes are through the maturity date of such Notes.

See the first page of this Offer to Purchase for the maturity date and par call date for each Series of Notes. Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at the address, email address or telephone numbers set forth below.

The Tender and Information Agent for the Tender Offers is:

Global Bondholder Services Corporation

By Mail, Overnight Courier or Hand Delivery:
Global Bondholder Services Corporation
65 Broadway – Suite 404
New York, New York 10006

Facsimile Transmission:
(For Eligible Institutions Only)
(212) 430-3775 or (212) 430-3779
Attn: Corporate Actions
Confirm Facsimile Transmission by Telephone:
(212) 430-3774

Banks and Brokers Call Collect: (212) 430-3774
All Others, Call Toll-Free: (855) 654-2015

Any questions regarding the terms of the Tender Offers may be directed to the Dealer Managers at their respective addresses, email addresses and telephone numbers listed below.

The Dealer Managers for the Tender Offers are

Barclays
745 Seventh Avenue, 5th Floor
New York, New York 10019
United States of America
Attention: Liability Management Group
Collect: (212) 528-7581
Toll Free: (800) 438-3242
Email: us.lm@barclays.com

PNC Capital Markets LLC
437 Madison Avenue, 12th Floor
New York, NY 10022
Toll Free: (833) 715-3537
Collect: 212-878-8946
Email: liabilitymanagement@pnc.com
Attention: Liability Management