

General Terms and Conditions for the Purchase of Production Materials and Automotive Spare Parts

- 1. Conclusion of the contract**
 - 1.1 These General Terms and Conditions of Purchase are the sole basis for the contract between the contractor ("Supplier") and client ("Purchaser"). General terms and conditions of Supplier are hereby rejected. General terms and conditions of Supplier do not apply in principle.
 - 1.2 Orders, agreements, and changes are only binding when they have been placed or confirmed in writing by Purchaser.
 - 1.3 Orders and delivery call-off orders are considered to be accepted when Supplier does not object to them in writing within five (5) working days.
 - 1.4 Supplier shall treat the conclusion of the contract as confidential. Supplier may name Purchaser as a reference to third parties only with the written permission of Purchaser.
- 2. Prices**
 - 2.1 The prices which are agreed upon are fixed prices and are calculated—in addition to the applicable value added tax (VAT)—free delivery to the place of use according to the instructions of Purchaser including packaging and freight costs. If a price "ex works" or "ex warehouse" has been agreed to, Purchaser shall only pay the price of the lowest freight costs. All costs incurred up to handover to the carrier, including loading and excluding freight charges, shall be borne by Supplier. The nature of the pricing shall not affect the agreement on the place of performance.
 - 2.2 Purchaser reserves the right to acknowledge excess or short deliveries.
- 3. Commercial clauses**

The INCOTERMS in the version valid at the time the contract is concluded shall apply to the interpretation of the commercial clauses.
- 4. Proofs of origin, documents required by VAT law, export restrictions**
 - 4.1 Proofs of origin requested by Purchaser will be provided by Supplier with all necessary information and duly signed without delay. The same shall apply correspondingly to proofs under VAT law with respect to foreign and intra-Community deliveries.
 - 4.2 Supplier shall inform Purchaser without delay if a delivery is subject to export restrictions in whole or in part under German or other law.
- 5. Delivery dates, delays**
 - 5.1 If Supplier realizes that the agreed dates cannot be kept for any reason whatsoever, Supplier shall inform Purchaser of this without delay. The notification shall not affect the validity of the agreed dates.
 - 5.2 In the event of a delay on the part of Supplier, Purchaser may, after the unsuccessful expiry of a reasonable grace period set by Purchaser, have the delivery not yet made by Supplier carried out by a third party at the expense of Supplier. Optionally, Purchaser shall have the right to withdraw from the contract after the fruitless expiry of a reasonable grace period set by Purchaser.
 - 5.3 The statutory provisions shall apply in addition to the provisions made in the above paragraphs.
- 6. Quality**
 - 6.1 The delivery must conform to the agreed specifications.
 - 6.2 Supplier has the duty, even without a separate request to do so, to constantly adjust the quality of its products to be delivered to Purchaser to the latest state of the art and to inform Purchaser of possibilities for improvement and technical modifications.
 - 6.3 Supplier shall set up and maintain a state-of-the-art and documented quality assurance system suitable in its type and scope. Supplier must keep records, in particular of its quality inspections, and make these available to Purchaser on request. Supplier has the duty to store the records in a suitable form a period of three (3) years.
 - 6.4 Supplier hereby assents to quality audits to assess the effectiveness of its quality assurance system by Purchaser or one of Purchaser's representatives, if necessary with the participation of the customer of Purchaser.
- 7. Claims in the case of defects in quality**
 - 7.1 Supplier shall remedy defects free of charge—including associated costs—by repair. If this is not possible or if Purchaser cannot reasonably be expected to accept repaired parts, Supplier shall replace the defective parts free of charge with parts free of defects.
 - 7.2 In the event of a faulty delivery, Purchaser shall, insofar as this is reasonable for Purchaser, give Supplier the opportunity to fulfil Supplier's obligation to remedy the defect prior to commencement of processing or of installation of the delivered parts.
 - 7.3 If Purchaser cannot reasonably be expected to observe 7.2 or if Supplier defaults in remedying the defect, Purchaser may carry out the necessary measures itself at the expense of Supplier or have the measures carried out by a third party. Purchaser shall notify Supplier prior to carrying out the measures. If prior notification is not possible or is unreasonable in an individual case, the measures required to avert damage may be taken without prior notification; in such cases, Purchaser will make up for the notification without delay.
 - 7.4 If rectification of the defect is not possible or is unreasonable for Purchaser, Purchaser may, at Purchaser's own discretion, demand a reduction in price or withdrawal from the purchase agreement.
 - 7.5 Supplier waives the objection of late notification of defects.
 - 7.6 The claims of Purchaser for defects in quality shall become statute-barred two years after delivery of the object of purchase. The expiry of the limitation period shall be suspended from the date of receipt of the notice of defect until the defect has been remedied or until Supplier has declared that it is not obliged or is unable to remedy the defect.
 - 7.7 Supplier shall not be liable for defects which are exclusively attributable to Purchaser or a third party commissioned by Purchaser to carry out measures.
- 8. Product liability**
 - 8.1 If claims are asserted against Purchaser under German or other product liability law, Supplier shall be liable to Purchaser to the extent that Supplier would be directly liable. A contractual liability of Supplier remains unaffected.
 - 8.2 Supplier shall be liable for measures taken by Purchaser to avert or minimize damage in accordance with its contribution to causation. Purchaser shall without delay inform Supplier of such measures.
 - 8.3 Purchaser shall inform Supplier without delay if it intends to assert claims against it in accordance with the above paragraphs. Purchaser shall give Supplier the opportunity to investigate the cause of damage and to agree with Purchaser on all suitable or necessary measures to avert or mitigate the damage.
- 9. Property rights of third parties**
 - 9.1 Supplier warrants that the contractual use of the items delivered does not violate the industrial property rights of third parties. In the event of infringement, Supplier shall indemnify Purchaser against all claims asserted by third parties against Purchaser on account of the infringement of industrial property rights.
 - 9.2 Item 9.1 shall not apply if Supplier has manufactured the items delivered according to drawings, models, or other information provided by Purchaser and Supplier does not know or, in connection with the products developed by Supplier, need not know that industrial property rights are infringed as a result.
 - 9.3 The contractual partners shall inform each other without delay of any infringement risks and alleged cases of infringement that become known and shall give each other the opportunity to counteract such claims by mutual agreement.
 - 9.4 Supplier shall, at the request of Purchaser, inform Purchaser of the user of published and unpublished, own, or licensed industrial property rights and applications for industrial property rights to the items delivered.
- 10. Drawings, construction documents, tools**
 - 10.1 Drawings and other documents, devices, models, tools, and other means of production made available to Supplier shall remain the property of Purchaser. Ownership of tools and other means of production paid for by Purchaser shall be governed by the agreements to be made in a separate master agreement.
 - 10.2 The aforementioned items may not be scrapped or made accessible to third parties—e.g., for the purpose of production—without the written consent of Purchaser. They may not be used for purposes other than those to which are contractually agreed—e.g., delivery to third parties. The items shall be carefully stored at Supplier's expense for Purchaser during the execution of the contract.
 - 10.3 The care, maintenance, and partial renewal of the aforementioned items shall be based on the respective agreements made between Purchaser and Supplier.
 - 10.4 Purchaser reserves all rights to drawings or products manufactured according to Purchaser's specifications as well as to processes developed by Purchaser.
- 11. Payment**
 - 11.1 Purchaser shall pay within 14 days of delivery and receipt of invoice with 3% discount or net within 60 days. The receipt of the payment amount by Supplier is decisive for the punctuality of payments. If premature deliveries are accepted, the due date shall be based on the agreed delivery date.
 - 11.2 Payments made by Purchaser do not imply recognition of the invoice.
 - 11.3 Claims of Supplier arising from this contract may be assigned to third parties with the written consent of Purchaser.
 - 11.4 Purchaser may offset all claims which Supplier has against Purchaser against all claims to which Purchaser is entitled against Supplier.
- 12. Place of performance, partial invalidity, place of jurisdiction, applicable law**
 - 12.1 The place of performance for deliveries shall be the place of use; for payments, the registered office of Purchaser.
 - 12.2 In the event of the invalidity of individual contractual provisions, the remaining provisions shall remain binding.
 - 12.3 The place of jurisdiction shall be the seat of the court having general jurisdiction for Purchaser. However, Purchaser may also take legal action against Supplier at Supplier's general place of jurisdiction.
 - 12.4 In addition to the contractual provisions, exclusively the law of the Federal Republic of Germany which is applicable to the legal relations of domestic parties shall apply.

Diese Übersetzung wird mit freundlicher Genehmigung zur Verfügung gestellt. Nur die deutsche Version dieses Dokuments ist verbindlich.

This translation is provided as a courtesy. Only the German version of this document is binding.

Vertragssprache ist deutsch. Soweit sich die Vertragspartner daneben einer anderen Sprache bedienen, hat der deutsche Wortlaut Vorrang.

The language of the contract is German. If the contractual partners make use of another language in addition, the German wording shall take precedence.