

weinor GmbH & Co. KG General Terms and Conditions of Purchase

1. Scope of application

- 1) For our current and future orders including our offers and order confirmations (hereinafter referred to as "Orders") vis-à-vis companies within the scope of § 310 BGB [German Civil Code] (hereinafter referred to as "Supplier"), exclusively the following Terms and Conditions of Purchase are valid. No Suppliers' terms and conditions which contradict our Terms and Conditions of Purchase will be accepted by us unless their validity is confirmed expressly by us in writing. Our Terms and Conditions of Purchase also apply if we accept delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 2) Supplements, deviating conditions and/or individual agreements only apply if they have been confirmed by us in written or in text form.

2. Orders

- 1) Our orders are valid if issued in written form, in text form, orally or by phone.
- 2) The Supplier is obliged to confirm our order within a period of two working days of receipt of the order in written or text form.
- 3) We reserve the right of ownership and copyright of illustrations, drawings, calculations and further documents which we provide to the Supplier. These may only be made accessible to third parties with our express written permission. They may be exclusively used for manufacturing, based on our order. After implementation and processing of the order, they must be returned to us unsolicited. If the documents have been provided via electronic means, the data in this case must be fully and irrevocably deleted and this confirmed to us in text form upon demand.
- 4) In case of content-related uncertainties with the order, the Supplier will contact the Customer without delay.

3. Delivery dates and delay

- 1) The delivery dates specified in the order are binding for the Supplier.
- 2) The Supplier is obliged to inform us without delay in writing or text form if circumstances occur or are recognised by him which result in it not being possible to adhere to the agreed delivery period.
- 3) In case of delivery delay, we are entitled to statutory claims. In particular, we are entitled to demand compensation for damages in lieu of performance after the fruitless expiry of a reasonable deadline. If we demand compensation for damages, the Supplier is entitled to furnish proof to us that he does not hold the responsibility for the breach of duty.
- 4) The acceptance of a late delivery or service does not mean that we waive claims for damages. We are not obliged to accept partial deliveries, delay in deliveries remains unaffected by the acceptance of partial deliveries.
- 1) If the Supplier is in arrears with his performance, we can demand a contractual penalty to the order of 1% of the net price of the goods in arrears for each complete calendar week of delay, however in total not exceeding 5% of the net price of the goods delivered late. We are entitled to demand the contractual penalty in addition to fulfilment and in addition to the claims for damages as defined above. The Supplier is expressly permitted to furnish proof that no damages have been incurred at all or that those incurred are considerably fewer than the contractual penalty.

4. Prices & Terms of Payment

- 1) The price stated in the order is binding. If no varying written or text agreements exist, the price includes all the Supplier's services and incidental services. In particular, dispatch, transport and packaging costs are included in the price, i.e. delivery "carriage paid" to our company seat or one of our commercial premises as specified in the order. Packaging returns are subject to extra agreement.
- 2) Delivery is made at the agreed price plus the respective valid statutory VAT, which is shown extra in the invoice in accordance with § 14 UstG [German Turnover Tax Law].
- 3) We pay the purchase price, in as far as no further agreements exist in written or text form, within 14 days, calculated as of delivery and invoice receipt with a 3% cash discount or 30 days net, calculated as of delivery and invoice receipt.
- 4) Following payment, ownership of the goods is transferred to us. Any extended or expanded retention of title is excluded.
- 5) We are entitled to enforce the statutory rights to set-off and retain as well as to plea non-performance of the contract to the statutory extent permitted. Our credit notes can be set-off against the Supplier's claims. In particular, we are entitled to retain payments as long as we still have claims from incomplete or faulty services vis-à-vis the Supplier. The Supplier only has the rights to set-off and retain due to legally established or undisputed counterclaims.

5. Transfer of risk

- 1) Until the ordered goods arrive at the agreed place of receipt and their acceptance by us, the Supplier bears the risk of accidental demise or deterioration. Damages arising during transportation, irrespective of their cause or nature, are borne by the Supplier.
- 2) Events due to force majeure, strikes, lockouts and all circumstances beyond the control of one of the parties extend the period for acceptance, delivery and performance.

6. Initial sample inspection/duty of examination and liability for faults

- 1) For the first delivery of products, the Supplier must provide us an initial sample test report (EMPB) unsolicited and free of charge in accordance with geometry checking as per VDA 2.6 Attachment 3.1. If the delivery does not meet the EMPB, we are entitled to return the delivery. The Supplier bears the costs of the re-sampling including our checking costs.
- 2) Incoming goods inspection is made with regard to obvious defects and transport damages. Defects established here are reported immediately. Notification of hidden defects takes place without delay as soon as they are established or occur within the course of correct business procedures. In as far as an approval appointment has been agreed, the duty to notify hidden defects begins with approval.
- 3) We retain our full statutory entitlements to claims for defects. In all cases, we are entitled at our discretion to demand that the Supplier either rectifies the defect or delivers a new item. The entitlement to compensation for damages, in particular the right of damages in lieu of performance remains expressly reserved.
- 4) We are entitled to rectify the defect ourselves at the Supplier's expense if the Supplier is in arrears with supplementary performance.
- 5) The limitation period for defects in quality and title is 24 months, calculated following transfer of risk, in as far as the mandatory regulation of §§ 445 b, 478 para. 2 BGB [German Civil Code] does not take effect.
- 6) The remaining mandatory regulations for delivery regress remain unaffected.

- 7) The expenses necessary for checking and supplementary performance, in particular transport, travel, work and material costs including installation and de-installation costs are borne by the Supplier if he is responsible for the defect.

7. Product liability - liability insurance protection indemnification

- 1) Insofar as the Supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon initial request insofar as the cause lies within his sphere of control and organisation and he himself is liable vis-à-vis third parties.
- 2) Within the scope of his own liability for cases of damage within the meaning of paragraph 1, the Supplier is also obliged to reimburse us any expenses pursuant to §§ 683, 670 BGB [German Civil Code] or pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a necessary product recall carried out by us. We will inform the Supplier of the content and scope of such a recall measure - as far as possible and reasonable - in good time in advance and give him the opportunity to respond.
- 3) We notify the relevant competent authority in accordance with the provisions of the Product Safety Act, coordinated with the Supplier as necessary.
- 4) The Supplier is obliged to conclude product liability insurance with a limit of indemnity of € 10 million per injury to persons/damage to materials – as a lump sum – for the duration of this contract, i.e. until the respective expiry of the respective period of limitation for defects. If we are entitled to further-reaching compensation, this remains unaffected.

8. Property rights

- 1) The Supplier guarantees that in the context and through the delivery of his goods and their contractual use no third-party rights, in particular no trade copyrights, industrial property rights or trade mark rights are violated in the Federal Republic of Germany.
- 2) If claims are hence asserted against us by a third-party, the Supplier is obliged to indemnify us against these claims and our costs and expenses for legal defence upon first written request.
- 3) In case of claims for compensation of damages by the third-party, the right of proof remains reserved for the Supplier, that he is not responsible for the violation of the third-party's rights. We are not authorised to make any agreements with the third-party – without the Supplier's agreement – in particular to conclude a settlement.
- 4) The Supplier's indemnity obligation refers to all the expenses which arise for us from or in connection with a claim by a third-party necessarily, in as far as the Supplier does not furnish proof that he is not responsible for the breach of obligations based on the duty infringement.
- 5) The limitation period for these claims is three years, starting with the transfer of risk.

9. Reservation of proprietary rights – Provision – Tools – Confidentiality

- 1) In as far as we provide parts at the Supplier's, we reserve the right of ownership of these. Processing or alterations by the Supplier are made for us. If our goods subject to retention of title are processed with other items not belonging to us, we acquire the joint ownership of the new item in proportion to the value of our item (purchase price plus VAT) of the other processed items at the point in time of processing.
- 2) If the item provided by us is not inseparably mixed with other items belonging to us, we acquire the joint ownership of the new item proportionately to the value of the reserved item (purchase price plus VAT) of the other processed items at the point in time of mixing. If the mixing takes place in the manner that the Supplier's item can be viewed as the major item, it is then valid as agreed that the Supplier transfers us proportionally to the value of the item provided joint ownership; the Supplier retains the sole ownership or the joint ownership for us.

- 3) We reserve the rights of tool ownership; the Supplier is obliged to use the tools exclusively for the manufacturing of the goods ordered by us, unless we agree to use for third parties expressly in advance in text form. All tools provided by us must be marked as property of weinor and proof of this marking must be furnished. The Supplier is furthermore obliged to insure tools belonging to us with their new value at their own expense against fire, water and theft damages and to store them correctly at his own premises at his own expense and protect them against unauthorised access. At the same time, the Supplier now already assigns us all claims for compensation from this insurance, we accept the assignment herewith. The Supplier is obliged to carry-out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at his own expense in good time. He must notify us of any faults without delay; if he culpably fails to do so, compensation for damages remains unaffected.
- 4) In as far as the security rights to which we are entitled according to para. (1) and/or para. (2) exceed the purchase price of all our goods subject to retention of title which yet been settled by more than 10%, we are obliged to release the security rights at our discretion upon the Supplier's request.
- 5) The Supplier is obliged to keep all illustrations, drawings, calculations and further documents and information received strictly confidential. They may only be disclosed to third parties with our express permission. The obligation of confidentiality also remains valid after the processing of this contract. It becomes void if and in as far as the manufacturing knowledge in the illustrations, figures, drawings, calculations and miscellaneous documents becomes generally known or was verifiably already known by the Supplier at the point in time of notification within the meaning of Sentence 1.

10. Contract language, applicable law, place of jurisdiction, place of fulfilment/assignment

- 1) The contract language is German.
- 2) The contract is subject to the jurisdiction of the Federal Republic of Germany. The application of the UN Sales Convention and of International Private Law is expressly excluded.
- 3) In as far as the Supplier is a merchant, our business seat is the place of jurisdiction; we are however entitled to bring-action against the Supplier at the court of his place of residence.
- 4) Unless otherwise stated in the order, our business seat is the place of fulfilment.
- 5) The Supplier is not entitled to assign claims from the contractual relationship to third-parties without our consent in writing.
- 6) In as far as the text form is planned in the contract, it is also treated as equivalent to the written form.
- 7) In case of any differences between the German and English versions of the General Terms and Conditions of Purchase, the German wording is binding

11. Severability clause

- 1) Should individual provisions of these Terms of Purchase be ineffective, the effectiveness of the remaining provisions remains unaffected by this. The Parties agree that the ineffective provision is replaced with an effective provision, which incorporates the intention of the ineffective provision as far as possible and serves the economic success striven for as far as possible.