

1. General and Conclusion of Contract

- 1.1 Solely the Buyer's conditions set out below apply to the legal relations between the Supplier and Von Roll Automotive GmbH ("Buyer"). The Buyer does not acknowledge the Supplier's conditions that impede or are contrary to the Buyer's conditions unless the Buyer has expressly approved of the validity of such conditions in writing. The Buyer's Conditions of Purchase shall also apply if the Buyer unconditionally accepts delivery although it is aware of the Supplier's conditions that impede or are contrary to the Buyer's conditions.
- 1.2 The Conditions of Purchase shall only apply in respect of companies within the meaning of § 14 of BGB¹, if the contract is part of a company's operations, and in respect of legal persons under public law and special public assets within the meaning of § 310, sub-section 1, of BGB.
- 1.3 All the contracting parties' agreements and declarations of relevance in law are subject to the written form in order to be deemed legally valid.
- 1.4 The Supplier undertakes to accept the Buyer's order within a period of two weeks from receipt of the order, and to forward appropriate confirmation of order to the Buyer. The Buyer shall be entitled to withdraw at any time if no acceptance occurs during this period.
- 1.5 The Buyer reserves the right to own proprietary rights and copyrights to diagrams, drawings, calculations and other tender documents. These may not be made available to third parties without express, written, approval by the Buyer, and are to be used solely for the manufacturing operations on the basis of the Buyer's order. Once the order has been processed, they are to be returned, without request and free of charge, to the Buyer. In respect of such documents, secrecy is to be observed in dealings with third parties.

2. Scope of deliveries and services

- 2.1 The Supplier's deliveries and services are ultimately stated in the order, including Annexes.
- 2.2 The supplied goods must be packaged appropriately and in conformity with industry practice. The Buyer is entitled to determine the type of packing. On return, charged packaging is to be credited to the full charged value insofar as it is reusable. The credit note is to be submitted as a single copy at all times with details of the invoice with which the amount was debited.
- 2.3 The Supplier shall ensure that it is able to supply the Buyer with the delivery items or parts thereof, at reasonable conditions, for a period of ten years following the end of the contractual relationship.
- 2.4 Insofar as the parties agree on certificates for material inspections, they shall be deemed a key element of the delivery and are to be forwarded to the Buyer in conjunction with the delivery.

3. Prices and Terms of Payment

- 3.1 The agreed prices are fixed prices.
- 3.2 In the absence of an agreement to the contrary, all prices are DAP (pursuant to INCOTERMS® 2010) to the place specified by the Buyer, including the cost of packaging and conservation.
- 3.3 In the absence of an agreement to the contrary, payments are to be effected at the Buyer's discretion either within 14 days following receipt of invoice by way of deduction of a 3% trade discount, or within 30 days following receipt of invoice without deductions. However, the period shall not commence prior to performance in full by the Supplier. The choice of the means of payment is incumbent upon the Buyer.
- 3.4 In the case of a faulty delivery, the Buyer shall be entitled to withhold payment proportionate to the value until delivery is performed properly. On the other hand, effected payments shall not constitute any recognition of the delivery as per agreement.
- 3.5 Without prior written approval – which may not be unreasonably refused – the Supplier is not entitled to assign to a third party a claim against the Buyer to which the Supplier is entitled, or make arrangements for a third party to collect such a claim.

4. Reservation of title and provision of materials

- 4.1 The Buyer reserves the right in respect of ownership of all the substances, parts, containers, tools, measuring equipment and the like ("provided materials") made available to the Supplier. The materials provided by the Buyer are solely intended for processing and honouring the order. Duplications of provided materials may neither be made available to third parties nor be used for purposes other than those agreed upon.

- 4.2 The Supplier shall process the materials and assemble the parts on behalf of the Buyer. In the case of blending, mixing or processing the Buyer's materials with others that are not part of the Buyer's items, the Buyer shall acquire co-ownership of the new item in the proportion of the value of the materials and parts made available by the Buyer to that of the other processed items at the time of blending, mixing or processing. If the Supplier's item is to be regarded as the principle item, it shall be deemed agreed that the Supplier shall assign proportionate co-ownership to the Buyer. The Supplier shall store gratuitously on behalf of the Buyer the items that are wholly and co-owned by the Buyer.

5. Delivery period

- 5.1 The agreed delivery date is binding. Receipt of flawless delivery items at the place of receipt and/or point of use stated by the Buyer shall be deemed authoritative in respect of adhering to the delivery date or period.
- 5.2 In the event of default in delivery, the Buyer shall be entitled to request a conventional penalty of 0.2% of the order value – at most however not more than 10% – for each full week in which the delay occurs. The Buyer reserves the right to lodge further reaching, statutory, claims. The Buyer undertakes to declare the reservation in respect of the reservation of title at the latest upon settling the invoice.

6. Warranty, Liability for defects

- 6.1 The Supplier assures and guarantees that the deliveries and services comply with the agreed specifications.
- 6.2 All items delivered by the Supplier and all services it renders must comply with the latest state-of-the-art technology, the pertinent legal provisions and regulations issued by authorities, trade organisations and professional associations. General internationally recognised norms such as DIN, ISO, VDI, VDE are to be adhered to. The Supplier shall be required to obtain the Buyer's written approval in cases where variations from these regulations are necessary in individual cases.
- 6.3 The Supplier undertakes, following an appropriate request, to enter into a quality assurance agreement.
- 6.4 The Supplier shall ensure that it acquires in good time all the information required in respect of the intended use of its deliveries and services. The Supplier shall ensure that its deliveries consist of all the services required for proper, safe and efficient utilisation.
- 6.5 Deliveries shall, at all times, be accepted subject to the proviso of a quantity and quality inspection. The Buyer undertakes to inspect the goods in respect of possible faults within an appropriate period following delivery by the Supplier. Timely notification of defects shall be deemed to have been given insofar as the Supplier receives such notification in the case of identifiable defects within a period of 10 workdays following delivery or, if the fault was not identifiable during a proper inspection, within a period of 10 workdays once they have been identified. The Buyer reserves the right that additional deliveries be recognised as per agreement.
- 6.6 The Buyer's claims in respect of defects shall become statute-barred in accordance with the statutory provisions starting from the receipt of the delivery by the Buyer. In the case of exchanged or repaired parts, the limitation period shall begin afresh unless the rectifying cost is to be considered insignificant.

7. General Provisions

- 7.1 The place of jurisdiction for both the Buyer and the supplier shall be **Augsburg** (Germany). However, the Buyer is also entitled to bring an action at the court with jurisdiction for the Supplier's registered office.
- 7.2 The legal relationship is subject to German law by way of exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980.
- 7.3 Should individual provisions be invalid or lose their validity due to circumstances that occur at a later date, this shall not affect the validity of the other provisions.

¹ German Civil Code