

1. Content of the contract

- The legal relations between the Supplier and the Customer shall be exclusively subject to the following terms and conditions and to individual agreements with priority, if any. The Supplier shall be deemed to have accepted these General Terms and Conditions of Purchase upon making an offer, however, as of the first delivery at the latest.
- These General Terms and Conditions of Purchase shall apply to deliveries of goods and services from Germany and from abroad.
- The Supplier's deviating General Terms and Conditions, if any, shall not apply to the legal relations with the Customer, even if the Customer fails to object to them in any individual case. Any additional regulations contained in the Supplier's General Terms and Conditions shall not apply. Accepting goods or making payments without objection by the Customer shall not be deemed to be an acceptance of any deviating terms and conditions of the Supplier.
- The Customer objects to any additional or contradicting terms and conditions, which shall not become part of the delivery contract, even if contained in the Supplier's offers or acceptances.
- Collateral agreements, changes and amendments to these General Terms and Conditions of Purchase shall only be effective if confirmed by the Customer in writing.
- Electronic messages without qualified signature shall only be deemed to fulfil the requirement of written form if expressly acknowledged by the Customer in the individual case.

2. Orders

- Deliveries may be called via remote data transmission. The call-off procedures for production materials and other minimum logistics requirements are stipulated in the logistics guideline as amended, as well as in individual logistics agreements. Demand forecasts shall only be for capacity planning purposes and shall neither establish any purchase obligation nor caps for the quantities called.
- The Customer shall be entitled to make changes relating to design, delivery and delivery time for any orders not yet (completely) executed. In such case, any consequences, in particular higher or lower costs and delivery times, are to be mutually agreed upon.
- Electronic orders shall be valid without signature or qualified signature.

3. Documents

- In order to avoid delays, the Supplier shall request in writing and in due time any documents and/or materials the Customer needs to provide to the Supplier as agreed.
- The Supplier shall check such documents as to currentness, completeness and plausibility and inform the Customer of any detectable deviations without delay.

4. Prices / payment

- If the Supplier offers lower prices or more favourable conditions to another customer during the term of a framework contract, the Supplier shall grant the same prices or conditions to the Customer at the same time.
- Payments shall be made with reservation to free from defects delivery and shall not be deemed to be an acceptance without reservations.
- Payments shall be made upon receipt of the goods in accordance with the contract and receipt of an invoice in due and verifiable form. Payments shall be made, at Customer's option, with 3% discount for payment within 14 days or within 30 days net, but in each case only after receipt of the goods and invoice in due form, unless different payment conditions were agreed upon in writing.
- The due date for payment for deliveries that were made before the agreed upon delivery date conforms with the originally agreed delivery date.
- In case of any defect subject to warranty, the Customer shall be entitled to retain payment to a reasonable extent until proper fulfilment.
- The Customer shall be entitled to set-off against the Supplier's counterclaims.

- The Supplier shall have solely the right to set-off except against claims which are recognized by the Customer and/or established by a competent court with binding effect. Without the Customer's prior written consent, the Supplier shall not be entitled to assign its claims or have them collected by third parties. Such consent must not be unreasonably withheld.

5. Terms of delivery

- Unless otherwise agreed upon, delivery shall be made DDP (Incoterms® 2010). In such case, delivery date relates to the arrival of the goods at the place of destination.
- The Supplier shall not be allowed to make excess or short deliveries unless agreed upon with the Customer in advance. Excess deliveries and early deliveries may be returned at the Supplier's risk and expense and/or the Supplier may be obliged to pay storage costs therefor.
- Delivery dates are binding and time is of the essence. If the Supplier fails to comply with any date of delivery and/or if the Supplier exceeds a date of delivery stipulated in the delivery schedule, the Supplier shall be obliged to pay damages for the delay. In addition, the Customer shall be entitled to withdraw from contract and to demand damages instead of performance. Such damages shall also contain any additional costs incurred for the purchase of goods in replacement.
- Unless otherwise specifically agreed upon, the Supplier shall bear the risks and costs for any special transports, even if the ordered goods are shipped as special transport upon the Customer's request.
- Return of empties, packaging materials and loading devices shall be made freight forward at the Supplier's expense. The specific regulations for loading units shall remain unaffected.

6. Supply of spare parts

After the end of serial production for the automobile industry, the Supplier must ensure the delivery of required spare parts for a period of at least 15 years.

7. Warranty

- The scope of the Supplier's warranty shall be subject to statutory regulations, unless otherwise agreed upon.
- The warranty period shall be 24 months upon receipt of the goods at the Customer's premises. The warranty period for goods that are production materials or parts for motor vehicles shall be 60 months.
- Compliance with quantities, measurements and quality shall be determined based on the values determined in the Customer's receiving department or quality assurance departments.
- Customer checks in the course of incoming goods control delivered goods against the accompanying shipping papers with regard to identity, quantity, packaging as well as transport damages. The Supplier shall be notified in case of detected deviations immediately within the ordinary course of business. Customer is exempted from the obligation to carry out immediately further incoming goods inspections. Any defects detected at a later point shall be reported to the Supplier immediately after identification within the ordinary course of business. To this respect the Supplier waives the objection to delayed complaints.
- In urgent cases, the Customer shall be entitled to effect any rectification of defects or have such rectification effected by or obtain replacement goods from third parties. Any additional costs arising therefrom shall be borne by the Supplier.
- With regard to proof of defects of production material and/or parts for motor vehicles the Supplier agrees to customary evidence by dealer or OEM-data in connection with limited parts submittal.

8. Force majeure

The contractual partners shall be exempt from the obligation to perform for the duration and scope of the effects of events of force majeure, labour disputes and unrest, measures taken by public authorities and other unforeseeable, unavoidable and serious events. This shall also apply in case such events occur at a time during which the affected partner is in delay. To the extent reasonable, the contractual partners shall be obliged to provide each other with required information and to adjust their relevant obligations to the changed conditions in good faith.

9. Property rights

- The contractual partners undertake to inform each other without delay of any known risks of injury and purported cases of injury and to give each other the opportunity to mutually agree on the settlement of the reciprocal claims.
- Upon the Customer's request, the Supplier shall inform the Customer of the use of published and non-published own property rights and of licensed property rights to the delivery item.

10. Quality, documentation

- The Supplier complies with the minimum requirements stipulated in the quality guideline for production materials, as amended, and with the zero-defect target. The goods to be delivered are to comply with the documents forming the basis of the order, such as drawings, descriptions, samples, specifications, etc. as well as with the applicable statutory provisions, relevant regulations and guidelines, VDA and VDE regulations and with the state of the art.
- If the Customer requests initial samples and type samples, the Supplier may not commence serial production without the Customer's express written consent.
- The Supplier shall inform the Customer of possible improvements and technical changes.
- Any changes to the delivery item, including relocation of production shall require the Customer's express prior consent.
- The Customer shall be entitled to stipulate as subject matter of the contract specific requirements made by its end customers regarding documentation requirements for production and quality control.
- The Customer shall be entitled to perform audits and inspect quality-related documents at the Supplier's upon prior notice.
- The Supplier shall be obliged to retain its product-related documents for a period of not less than 15 years in order to make a complete tracing possible.
- The Supplier shall be obliged to maintain a manufacturer's liability insurance and a product liability insurance, including coverage for recall costs with a reasonable amount covered and produce evidence for such insurance upon request.
- The Supplier shall bind its sub-suppliers accordingly as to all requirements above.

11. Manufacturing equipment

- Manufacturing equipment such as models, samples and drawings as well as tools provided to the Supplier by the Customer shall remain the Customer's property and must be returned to the Customer upon request. The Supplier may only use such manufacturing equipment for the Customer.
- Special agreements regarding manufacturing equipment and tools shall prevail.

12. Secrecy, promotion

- The contractual partners agree that any and all commercial or technical details disclosed in the course of the business relationship which are not already in the public domain shall be treated as business secrets.
- Drawings, models, jigs, samples and other items must not be given or otherwise made accessible to unauthorised third parties.
- The contractual partners shall not be allowed to use their business relationship for advertising purposes without the prior written consent of the other partner.
- The Supplier shall bind its sub-suppliers accordingly as to all the requirements above.
- Separate confidentiality agreements shall prevail.

13. Obligation to cooperate and to provide information

The contractual partners are obliged to take all reasonable measures and to provide each other with all required information which is necessary to fulfil the purpose of this contract and to refrain from anything that could detriment the fulfilment of the purpose of this contract.

14. Compliance

- The Supplier shall be obliged to comply with any and all laws and regulations applicable to the Supplier and to the business relationship. The Supplier undertakes not to commit and to refrain from any acts which might lead to a criminal liability for fraud or breach of trust, insolvency offences, offences regarding competition, granting or accepting of advantages, bribery, corruption or comparable offences of persons employed by the Supplier of other third parties.
- The Supplier accepts the Global Compact and thus the basic principles for acting responsibly and for social responsibility such as protection of human rights, of employees and the environment, fairness and equal opportunities without any discrimination.

15. Governing law, place of venue

- Business relationships between German partners shall be subject to German law.
- Contracts regarding the business relationship between the Customer and a Supplier situated in a different country and the conclusion of such contracts shall be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any issues regarding subject matters not provided for in the Convention or which cannot be decided on based on the Convention shall be subject to German law, the conflict of law provisions shall be excluded.
- The exclusive competent court for any disputes between the Customer and the Supplier shall be the court at the Customer's seat.
- If one of the contractual partners is obliged to pay damages outside of Germany based on the allegation that personal injury and/or property damage occurred based on a defect (claim based on product liability), such partner, in its discretion, shall be entitled to assert claims for indemnity and full regress against the other partner at the place of jurisdiction of the principal claim. Such claim and such form of asserting the claim shall be subject to the substantive law of the relevant place of jurisdiction.

16. Miscellaneous

- If these present General Terms of Purchase or any provisions of the contracts concluded based on these General Terms of Purchase are ineffective or invalid in whole or in part, this shall not affect the effectiveness of the remaining provisions. In such case, the partners shall replace the ineffective or invalid provision by an effective and valid one which comes as close as possible to the original economic intent. The German version of these General Terms of Purchase shall prevail.
- Any gaps shall be closed in accordance with applicable law.

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