

General terms and conditions of purchase

§ 1 Applicability

(1) All deliveries, services and offers of our suppliers shall be exclusively based on these General Terms and Conditions of Purchase. These General Terms and Conditions of Purchase shall be an integral part of all agreements we conclude with our suppliers for the deliveries or services they offer. They shall also apply to all future deliveries, services or offers to us, even if they are not separately agreed again.

(2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their applicability in individual cases. Even if we refer to a letter which contains or refers to the terms and conditions of the supplier or a third party, this shall not imply any consent to the applicability of those terms and conditions.

§ 2 Orders and contracts

(1) For the preparation of offers, cost estimates and preliminary calculations by the suppliers, we shall only assume costs if and to the extent that we declare this in writing.

(2) To the extent that our orders and commissions do not expressly contain a binding period, we shall be bound by them one week after the date of the order or contract. The receipt of the supplier's declaration of acceptance by us shall be decisive for the timely acceptance. Orders and commissions and their acceptance may be made in writing and by means of remote data transmission. If we do not list prices in the order or commission, the supplier shall state these in his order confirmation and the contract shall only come into effect upon further confirmation by us.

(3) If the supplier's declaration of acceptance deviates from the order or from the commission, the supplier shall expressly point this out to us. In such case, a contract shall only be concluded if we agree in writing. If we remain silent on such a deviating acceptance or on a letter of confirmation deviating from the order or the commission, this shall be deemed rejection.

(4) We shall be entitled to withdraw from the contract by written declaration if the financial circumstances of the supplier deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected, if the supplier suspends payments or applies for the opening of insolvency proceedings.

(5) Without our prior written consent, the supplier shall not be entitled to have the performance owed by him rendered by third parties (e.g. subcontractors).

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order or commission shall be binding.

(2) Unless otherwise agreed in writing, the price shall include delivery and transport to the shipping address specified in the order or commission, including packaging and transport insurance. If, in exceptional cases, prices have been agreed ex works or warehouse of the supplier or a third party, all costs incurred up to the time of handover to the transport company, including loading and cartage, shall be borne by the supplier.

(3) If, according to the agreement reached, the price does not include packaging and the remuneration for not to be returned packaging is not expressly determined, it shall be charged at the proven cost price. At our request, the supplier shall take back the packaging at his own expense.

(4) Unless otherwise agreed, we shall pay the purchase price or other remuneration within 14 days of delivery of the delivery item and receipt of invoice with a 3% discount or within 30 days net. For the timeliness of the payments owed by us, the receipt of our transfer order at

our bank shall be sufficient.

(5) All order confirmations, delivery documents and invoices shall state our catalogue or purchase order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and if, as a result, processing by us is delayed in the course of our normal business transactions, the payment periods specified in paragraph 4 shall be extended by the period of the delay.

(6) In the event of late payment, we owe interest on arrears at a rate of five percentage points above the prime rate in accordance with § 247 German Civil Code (Bürgerliches Gesetzbuch – BGB).

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) stated by us in the order or otherwise applicable according to these General Terms and Conditions of Purchase shall be binding. Early deliveries shall not be permissible.

(2) The supplier shall be obliged to inform us immediately in writing if circumstances occur or become apparent that the delivery time cannot be met. If such information is not provided, the supplier shall also be liable for such damages from delays in delivery for which he is not responsible. If the supplier informs us, our silence in response to this notification shall not constitute recognition of a new delivery date.

(3) If the day on which the delivery shall be made at the latest is determinable on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder on our part.

(4) In the event of a delay in delivery, we shall be entitled to the statutory claims without restriction. We may, however, only exercise a right of rescission or assert claims for damages in lieu of performance after the expiry of a reasonable grace period.

(5) In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a lump-sum compensation of 0.5% for each week or part week of the delay in delivery, up to a maximum of 5% of the respective order value, even if we did not expressly reserve this right when accepting the delayed delivery. The supplier shall be entitled to prove that no damage in this amount has occurred. The lump-sum compensation shall be set off against the damage caused by delay to be compensated by the supplier and shall not limit this damage caused by delay.

(6) The supplier shall not be entitled to make partial deliveries or deliveries before the agreed date without our prior written consent. If partial deliveries or deliveries are made before the agreed date, we may return the delivery item at the risk and expense of the supplier or demand reimbursement from the supplier for the costs incurred by the partial or early delivery (e.g. demurrage).

(7) Even if shipment has been agreed, the risk shall only pass to us when the delivery item is handed over to us at the agreed destination.

(8) If we are prevented from accepting the delivery item as a result of force majeure or circumstances which we cannot avert despite reasonable care (e.g. industrial disputes, operational breakdowns, unforeseen and unavoidable production changes or other circumstances which result in a reduction in demand), we may demand delivery at a later date without this giving rise to any claims on the part of the supplier. We shall only be in default of acceptance if the supplier formally requests us to accept the delivery item, setting a deadline of at least two weeks.

§ 5 Property protection

(1) We reserve ownership or copyright of drawings, illustrations, calculations, descriptions and other documents provided to the supplier. The supplier shall insure them to a reasonable extent against damage of any kind and may not make them available to third parties without our express consent, nor may the supplier use or reproduce them himself or have them used or reproduced by third parties. He must return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of the usual data backup.

(2) Tools and models which we make available to the supplier or which the supplier manufactures for contractual purposes and charges us shall remain our property or become our property. The supplier shall mark them as our property with our name and a consecutive number, store them carefully, protect them to an appropriate extent against fire, water and theft and insure them. He shall use them only for the purposes of the contract and shall return them to us after fulfilment of the contracts concluded with us. The obligation to surrender shall also exist if and as long as the tool or model is temporarily not needed by the supplier. The supplier shall assign to us any claims which the supplier has or acquires against third parties due to damage to the tools and models; we hereby accept such assignment.

(3) The costs of maintenance and repair of tools and models shall be borne by the supplier and by us – in the absence of any other agreement – in equal parts. However, to the extent these costs are due to defects in the items manufactured by the supplier or to improper use by the supplier, his employees or other vicarious agents, the supplier shall bear these costs. The supplier shall notify us immediately of any non-negligible damage to the tools and models. Upon request, he shall be obliged to return them to us in proper condition if they are no longer required by him to fulfill the contracts concluded with us.

(4) Retentions of title by the supplier shall only apply to the extent that they relate to our payment obligation for the respective delivery items to which the supplier retains title. In particular, extended or prolonged retentions of title shall not be permissible.

(5) If we provide parts to the supplier, we shall retain ownership of these until the supplier remunerates us for this. Processing or transformation by the supplier shall be carried out for us. In the event of processing with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our parts (purchase price plus statutory VAT) to the other processed items at the time of processing. In the event of combination or inseparable mixing with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our parts (purchase price plus VAT) to the other combined or mixed items at the time of combination or mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed to be agreed that the supplier transfers proportional co-ownership to us; the supplier shall keep safe the sole ownership or co-ownership for us. Insofar as the value of the property rights reserved or assigned to us in accordance with this paragraph 5 exceeds the value of the provisions not yet remunerated by the customer by more than 20%, we shall be obliged to release the security interests of the supplier's choice at his request.

§ 6 Quality, warranty claims

(1) The supplier shall comply with the recognised rules of technology, safety regulations and the agreed technical data in his deliveries. Changes to the delivery item require our prior written consent. If an initial sample inspection takes place, deliveries to us may only be started once we have accepted the sample. Irrespective of this, the supplier shall constantly check the quality of the delivery items and exchange information with us about the possibilities of quality improvement.

(2) If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between the supplier and us, the supplier shall, at our request, discuss such tests with us within the scope of his knowledge, experience and possibilities to determine the respective required state of the art in testing technology. Test documents must be kept for at least fifteen years and presented to the purchaser if required. These documents shall state when, in what manner and by whom the delivery items have been tested and the results of the tests.

(3) In the event of defects, we shall be entitled to the statutory claims without restriction. However, the warranty period shall be 30 months in deviation from this. Our claims arising from the Product Liability Act, from tortious acts and from agency without specific authorisation remain unaffected by the provisions of these General Terms and Conditions of Purchase.

(4) For the commercial duty of inspection and notification of defects, the statutory provisions (§§ 377, 381 German Commercial Code (Handelsgesetzbuch – HGB)) shall apply with the following proviso: Our duty of inspection shall be limited to defects which become apparent during our incoming goods inspection under external appraisal of the delivery items including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during our quality control in a random sampling procedure. If approval has been agreed, there shall be no duty of inspection. Otherwise, it shall depend on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Irrespective of our duty of inspection, our complaint (notification of defects) shall in any case be deemed to be prompt and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

(5) We do not waive warranty claims by accepting or approving samples or specimens submitted. The delivery items must have, as agreed quality features, the properties or characteristics of the as shown in samples and specimens or specified in quality assurance agreements. To the extent that we agree with the supplier on specific drawings, samples or other regulations, these shall be solely decisive for the type, quality and design of the delivery items.

(6) Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless we were to assume, based on the behaviour of the supplier, that the supplier did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 7 Product liability

- (1) The supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property attributable to a defective delivery item delivered by him. He shall be obliged to indemnify us from the resulting liability. If we are obliged to carry out a recall campaign vis-à-vis third parties due to a defect in a delivery item delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.
- (2) The supplier shall be obliged to maintain a product liability insurance policy at his own expense with an appropriate amount of cover, EUR 50 million being the minimum amount. The supplier shall send us a copy of the liability policy at any time upon request.

§ 8 Industrial property rights

- (1) Pursuant to paragraph 2, the supplier warrants that the delivery items supplied by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the delivery items or has them manufactured.
- (2) The supplier shall be obliged to indemnify us from all claims which third parties make against us due to the infringement of industrial property rights mentioned in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier can prove that he is neither responsible for the infringement of industrial property rights nor, exercising due commercial care, should have been aware of it at the time of delivery.
- (3) Our further legal claims due to defects of title of the delivery items delivered to us shall remain unaffected.

§ 9 Spare parts

- (1) Unless otherwise expressly agreed, the supplier shall supply us with spare parts for the delivery items delivered to us for a period of at least 15 years after the end of our serial delivery, notwithstanding the obligation to notify us in accordance with paragraph 2.
- (2) If the supplier intends to discontinue the production of spare parts for the delivery items delivered to us, he shall inform us of this immediately after the decision on the discontinuation, at the latest, however, 9 months prior to the planned discontinuation of production.

§ 10 Confidentiality

- (1) The supplier shall be obliged to keep the terms and conditions of our orders and commissions as well as all information and documents made available to him for this purpose (with the exception of information and documents accessible to the public) confidential, to use them only for the execution of our order and to return them to us immediately on request after our enquiries have been dealt with or our order has been processed. Such information and documents shall include in particular drawings, illustrations, calculations, electronically stored data and descriptions not publicly accessible, as well as the manufacturing knowledge communicated therein and in any other form – including verbally. The obligation to maintain confidentiality shall also apply after our enquiry or order has been processed and shall not expire until and insofar as the information and documents recorded have become generally known.
- (2) Violations of paragraph 1 shall entitle us to withdraw from the contract. This shall not apply if the supplier is able to prove that it was only a minor infringement which did not result in any damage.
- (3) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.
- (4) The supplier shall bind his subcontractors in accordance with this § 10.

§ 11 Assignment, set-off, retention

- (1) The supplier shall not be entitled to assign his claims from the contractual relationship to third parties. This shall not apply to the extent that monetary claims are concerned.
- (2) The supplier shall have a right of set-off and/or retention only in the case of counterclaims which have been legally established or are undisputed or are ready for decision in pending legal proceedings.

§ 12 Compliance with laws and other regulations

- (1) In connection with the contractual relationship, the supplier shall be obliged to comply with the relevant legal provisions. This shall apply in particular to environmental protection regulations such as the EU directives/regulations RoHS, REACH and WEEE, anti-corruption and money laundering laws as well as antitrust, labour and occupational safety regulations.
- (2) The supplier shall ensure that the delivery items delivered by him meet all relevant requirements for placing on the market in the European Union and the European Economic Area. On request, he shall provide us with proof of conformity by presenting suitable documents.
- (3) If the supplier uses columbite-tantalite (coltan), cassiterite (tartar), gold, wolframite or their derivatives to manufacture the delivery items or procures them in connection with the manufacture of the delivery items, he shall notify us of this and, on request, prove that he is not in breach of a ban on the use or procurement of these raw materials.
- (4) The supplier shall also comply with subordinate regulations, recommendations and guidelines of associations to which the supplier belongs. Furthermore, even without being a member, the supplier shall comply with the regulations, recommendations and guidelines of the Verband der Automobilindustrie e.V. (VDA) as well as the VDE Verband der Elektrotechnik Elektronik Informationstechnik e.V. (VDE). Within the scope of his possibilities, the supplier shall establish and further develop an environmental management system, for example according to ISO 14001, or a comparably recognised system.
- (5) To the extent that authorities responsible for motor vehicle safety, exhaust gas regulations or the like demand to inspect our production process and our test documents in order to verify certain requirements, the supplier shall agree to grant these authorities the same rights at our request with regard to the supplier's production process and test documents and to give the authorities all reasonable support in this respect. To the extent that authorities make use of this right, the supplier shall enable us to attend meetings with representatives of the authorities, while maintaining his own confidentiality requirements.
- (6) The supplier shall make reasonable efforts to ensure his subcontractors comply with the obligations of the supplier contained in this § 12.

§ 13 General provisions

- (1) Place of performance for both parties and exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Kempten.
- (2) The contracts concluded between us and the supplier are subject to the law of the Federal Republic of Germany, excluding the Convention on the International Sale of Goods (UN Sales Convention).
- (3) Should any provision of these General Terms and Conditions of Purchase or of the other agreements reached be or become invalid, the validity of the rest of the agreement shall remain unaffected. The contracting parties shall be obliged to replace the invalid provision by a provision which comes as close as possible to the invalid provision in terms of its economic success.
- (4) These General Terms and Conditions of Purchase are drawn up in German and English language. In case of deviancies between the German and the English version the German version shall prevail.