

Conditions for Purchasing (Status: 01/2013)

1. Scope

- 1.1 Our conditions only apply for companies in terms of paragraph 310 BGB (Bürgerliches Gesetzbuch = German Civil Code).
- 1.2 The General Terms and Conditions below apply to all of our contracts, deliveries and other services, as long as they are not modified or excluded with our explicit written consent. General terms and conditions of our contractual partners apply only if we confirm them in writing.
- 1.3 Our conditions also apply to all future contracts, deliveries and services, even if their text is not resubmitted to our contractual partners together with our request or our order.

2. Offer and Closing

- 2.1 Our orders are only valid if they were submitted in writing.
- 2.2 If our contractual partner doesn't accept the order within 5 days, we are not bound to the order anymore. Anything diverging from this applies only with our explicit written consent.
- 2.3 All agreements between our contractual partners and us must be put into writing at the closing of the contract. All verbal agreements - also if they are made at a later point of time - become effective only with our written acknowledgement, regarding this, the power of attorney granted to our affiliates or representatives is limited.
- 2.4 As long as we do not explicitly agree on anything to the contrary with our contractual partner, all of our prices include packaging, packaging materials, transportation costs and other expenses; only the value added tax (VAT) may have to be added to the prices.
If we have not made any special arrangements with our contractual partner, we are entitled to take 3% cash discount within 14 days of receipt of merchandise and invoice or 2% within 30 days of receipt of merchandise and invoice; if we do not take a cash discount, we have to pay the invoice to our contractual partner only within 60 days of receipt of the merchandise and the invoice.
If delivery dates and delivery periods are arranged, the arranged delivery date applies to the payment targets in case of an early delivery and not the day, the merchandise is received. If merchandise and invoice are not received at the same date, but at different dates, the payment periods start at the point of time, when the merchandise as well as the invoice have been received at our company.
- 2.5 Commercial letters of confirmation from our contractual partner are not effecting that a contract that is diverging in contents from our order and our other written statements has been reached, even without our objection.

3. Delivery and Passing of the Risk

- 3.1 As far as we have not arranged anything to the contrary with our contractual partners, our contractual partner is not authorized to render partial deliveries or partial services.
- 3.2 If we have not agreed on anything else with our contractual partner, the contractual partner must deliver the merchandise free buyer's address. In any case, price and service risk is not passed to us, until the merchandise and/or service have arrived at our company or at the location of receipt, we requested.
- 3.3 Our contractual partner must attach two bills of delivery to every shipment, which contain all important features of our order. The invoice must contain the same information.

4. Delivery Dates, Releases

- 4.1 The agreed delivery and release dates are binding. Delivery periods are calculated from the date of our order or acknowledgement. If the risk of a delay in delivery arises for any reason for our contractual partner, we must be notified immediately in writing under documentation of the reasons and the expected duration.
- 4.2 Our delivery calls become binding if the contractual partner doesn't object within not more than 5 business days of receipt.

5. Right of Inspection

- 5.1 We have the right to inspect or effect inspection of the ordered items/merchandise after advance notice of 3 business days at any time during regular operating hours at the plant of our contractual partner.

6. Cession

- 6.1 The cession of claims towards us is only permitted with our written consent.

7. Set-off

- 7.1 We can set off counterclaims due to us in any case and in compliance with the legal requirements.

8. Warranty

- 8.1 Our contractual partner guarantees that his merchandise and services comply with the agreements, the legal provisions as well as the latest state of technology.
- 8.2 We advise our contractual partner that only a visual check is performed during the receiving inspection in our company, so we can make an immediate complaint with our contractual partner for obvious deficiencies as well as excess or deliveries. Insofar, our requirement to make a complaint according to paragraph 377 HGB is limited.
- 8.3 Besides this, we are entitled to the legal warranty provisions and claims for damages without restrictions.

9. Delay, Impossibility

- 9.1 If our contractual partner is delayed with the delivery, he must pay a flat compensation for default in the amount of 1% of the delivery value for every completed week in default, but not more than 8% of the delivery value, whereas our contractual partner has the right to prove that actually no or only minor damage resulted from the default. We reserve the right to file for further claims for damages.

9.2 In every case, in which we are entitled to compensation for damages, we can request 20% of the contract price as compensation without having to provide proof, unless our contractual partner doesn't prove that no or only minor damage has occurred. Our right to claim compensation for an actually occurred, larger damage remains unaffected.

10. Manufacturer's Liability

10.1 Our contractual partner must indemnify us from all claims for damages, which third parties may assert against us according to the regulations about civil offenses, through the product liability or according to other regulations for defects or deficiencies on the goods produced or delivered by us and our contractual partner respectively, if such claims against our contractual partner were founded or are not founded anymore, due to statutes of limitations that have become effective in the meantime. Under these conditions, our contractual partner must also indemnify us from the cost of a legal defense, which may occur due to such claims against us.

If the asserted claims are founded also against us or are not founded anymore, due to statutes of limitations that have become effective in the meantime, a pro rata indemnification claim exists for us against the contractual partner, whose amount is based on paragraph 254 BGB. Our claims for indemnification and damages according to paragraphs 437, 440, 478 BGB and from other legislation remain unaffected from the aforementioned regulation.

11. Spare Parts

11.1 Our contractual partner must ensure that upon our request, spare parts can be delivered for every item delivered to us during the business relationship for a duration of at least 15 years, calculated from the last serial delivery of a corresponding item.

12. Property Right

12.1 Our contractual partner guarantees that no rights of third parties, especially such as patents, utility models, other property or copy rights are violated by the merchandise/items delivered by him. He indemnifies us from claims of third parties, which may result from a possible violation of such rights. Furthermore, he covers all costs that may accrue to us if third parties claim the violation of such rights and we defend ourselves.

13. Means, Tools, Documents, Nondisclosure

13.1 Models, patterns, drawings, images, calculations, matrixes, stencils and other production and production aids, which we make available to our contractual partner remain our property. If our contractual partner produces production and production aids the property thereof shall pass to us as far as we have paid them. The transfer of title shall be exchanged by an ownership transfer agreement with the consequence that our contractual partner owns the production and production aids. Our contractual partner commits himself not to make such objects available in any way to third parties without our explicit written consent. For any case of culpable infringement of the aforementioned obligation, our contractual partner promises to pay us a contractual penalty in the amount of € 5,000.00. Our contractual partner is liable for loss of, damages to or misuse of such objects or documents, which he, for the rest, must immediately return to us without special request after the order has been completed.

13.2 The contractual partners mutually commit themselves to treat any commercial and technical details, which they learned during the collaboration and which are not disclosed like their own business secrets and to maintain absolute silence about the same towards third parties. For any case of culpable infringement of the aforementioned obligation, the contractual partners promise each other a contractual penalty in the amount of € 5,000.00 per individual case.

13.3 If the contractual partner produces parts/goods with our tools/means, he must especially mark these tools/means and store them separately. We are entitled to request the release of these tools/means from our contractual partner at any point of time. Our contractual partner cannot invoke a right of retention if the counterclaims asserted against him are not ready for decision or have been acknowledged by us. The same applies correspondingly, if the contractual partner has tools/means of us in his possession, which he is not using for production purposes. In any case, our contractual partner is prohibited from using tools/means for his own or the purposes of third parties. Our contractual partner must treat our tools with care and perform maintenance on a regular basis at his own expense, as well as sufficiently insure them against all conventional risks.

14. Environment

14.1 Our contractual partner commits himself to render his services and deliveries in accordance with the relevant national and international environmental regulations and standards in the relevant version of each. Especially the following regulations shall be mentioned:

- EU End of Life Vehicle Directive 2000/53/EG
- EU regulation 1907/2006 (REACH: Registration, Evaluation and Authorisation of Chemicals)
- VDA directive 232-101(GADSL) and 232-102 (IMDS)
- In a project related application additionally the EU directive 2002/95/EG (RoHS: Restriction of Hazardous Substances) has to be followed.

14.2 Furthermore, our contractual partner continues to pay attention to an environmentally sound provision of services. This specifically includes the selection of:

- environmentally sound and recyclable individual and basic materials
- low emission, low pollutant, disassembly- and renaturization-friendly products
- energy and resource saving procedures and products, as well as
- environmentally sound packages and packaging systems.

14.3 Services and products provided by our contractual partner may not produce any emissions that are harmful to health or environment or require any adjuvant or operating supply agents that are harmful to health or environment during operation, repairs and maintenance work. Reasons for deviations from this requirement must be given and require our written consent.

15. Execution, Place of Jurisdiction, Applicable Law

- 15.1 Place of execution and exclusive place of jurisdiction for deliveries, services and payments including check and bills of exchange complaints as well as any and all disputes that may arise between the parties is Velbert. Besides this, however, we have the right to bring action against our contractual partners at any other court having jurisdiction according to paragraph 12 and following ZPO (Zivil Prozess Ordnung = Code of Civil Procedure).
- 15.2 The business relations between the parties are regulated exclusively according to the laws of the Federal Republic of Germany under exclusion of the international sales laws. Especially the UN Sales Convention as well as other international treaties for the unification of the sales laws.
- 15.3 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.