

# General Terms and Conditions of Purchase

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## Bergmann Automotive GmbH, 30890 Barsinghausen

### Section 1 General scope

- (1) Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's 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) All agreements made between us and the supplier for the purpose of executing this contract shall be set down in writing in this contract.
- (3) Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs pursuant to section 310, paragraph 4, of the German Civil Code (BGB).

### Section 2 Offer, offer documents

- (1) The supplier is obliged to accept our order within a period of two weeks.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested. They must be kept secret from third parties; in this respect, the provisions of section 9, paragraph 4, shall apply in addition.

### Section 3 Prices, terms of payment

- (1) The price stated in the order is binding. In the absence of a written agreement to the contrary, the price includes delivery, including packaging. The return of the packaging requires special agreement.
- (2) The statutory value-added tax is included in the price.
- (3) We can only process invoices if these – in accordance with the specifications in our order – state the order number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless they can prove that they are not responsible for them.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3% discount or net within 30 days of receipt of invoice.
- (5) We shall be entitled to rights of set-off and retention to the extent provided by law.

### Section 4 Delivery time

- (1) The delivery time stated in the order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to them which indicate that the stipulated delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand damages in lieu of performance and rescission after the fruitless expiry of a reasonable period. If we claim damages, the supplier shall be entitled to prove to us that they are not responsible for the breach of duty.

### Section 5 Transfer of risk, documents

- (1) Unless otherwise agreed in writing, delivery shall be made free of charge.
- (2) The supplier is obliged to state our exact order number on all shipping documents and delivery notes; if they fail to do so, we shall not be responsible for any delays in processing.

### Section 6 Examination for defects, liability for defects

- (1) We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time; the notice of defect shall be deemed to be in time if it is received by the supplier within a period of five working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.
- (2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect or deliver a new item. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or special urgency.
- (4) The period of limitation is 36 months, calculated from the transfer of risk.

### Section 7 Product liability, indemnification, liability insurance coverage

- (1) Insofar as the supplier is responsible for product damage, they shall be obliged to indemnify us against claims for damages by third parties on first demand, insofar as the cause lies within their sphere of control and organization and they themselves are liable in relation to third parties.
- (2) Within the scope of their liability for cases of damage within the meaning of paragraph 1, the supplier is also obliged to reimburse any expenses pursuant to sections 683, 670, BGB or pursuant to sections 830, 840, 426 BGB which result from or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out – as far as is possible and reasonable – and give them the opportunity to comment. Other legal claims remain unaffected.
- (3) The supplier undertakes to maintain product liability insurance with cover of EUR 10 million per personal injury/property damage – as a lump sum; if we are entitled to further claims for damages, these shall remain unaffected.

### Section 8 Industrial property rights

- (1) The supplier guarantees that no rights of third parties within the Federal Republic of Germany are infringed in connection with their delivery.
- (2) If claims are asserted against us by a third party in this respect, the supplier shall be obliged to indemnify us against such claims upon first written request; we shall not be entitled to make any agreements with the third party – without the supplier's consent – in particular to conclude a settlement.
- (3) The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- (4) The limitation period is ten years, calculated from the conclusion of the contract.

### Section 9 Retention of title, provision, tools, secrecy

- (1) Insofar as we provide parts to the supplier, we shall retain the title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of 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 agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall keep the sole ownership or the co-ownership for us.
- (3) We retain title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at their own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at their own expense. They must notify us immediately of any malfunctions; if they culpably fail to do so, claims for damages shall remain unaffected.
- (4) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- (5) Insofar as the security rights to which we are entitled in accordance with paragraph 1 and/or paragraph 2 exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged, at the request of the supplier, to release the security rights at our discretion.

### Section 10 Place of jurisdiction, place of performance

- (1) If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at the court of their place of residence.
- (2) Unless otherwise stated in the order, our place of business shall be the place of performance.
- (3) German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods. There is no further referral to another national or international legal system.

### Section 11 Transfer of risk, REACH, documents

The supplier guarantees that their deliveries comply with the provisions of Regulation EC 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the supplier's products are, as far as required under the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempt from registration. The supplier shall provide safety data sheets or the information required under Article 32 of the REACH Regulation in accordance with the provisions of the REACH Regulation. Upon request, they will also provide us with the information according to Article 33 of the REACH Regulation.

### Section 12 Quality, environmental protection, energy efficiency

The supplier undertakes to set up and further develop a management system in accordance with ISO 9001 / ISO TS 16949, DIN EN ISO 14001 and ISO 50001 within the scope of their possibilities. Suppliers who are certified according to these systems are preferred.

### Section 13 Conflict minerals

The supplier agrees to act in accordance with the principles of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Chapter 1502. This means that the supplier checks its entire supply chain for the possible use of so-called "conflict minerals" (e.g. tantalum, tungsten, tin or even gold). If conflict minerals are used within the supply chain, we must be notified immediately. Furthermore, in the event of this, substitution measures must be initiated immediately and completed in a timely manner.