

General Terms and Conditions of Business (GTCB)

The present conditions are integrated part of all our quotations and contracts for deliveries and services, even for the current and future business relations. All quotations and contracts are exclusively subject to our general terms of delivery and performance conditions, other conditions will not apply, even if we do not expressly contradict them.

1. Offer – Offer documents – Conclusion of contract

- 1.1 Our offers and cost estimations are non-binding.
- 1.2 Contract conclusion shall be only settled with the written acceptance of commissions / orders, notice of acceptance acknowledged in writing or with the delivery or render of goods or services ordered by the customer. This shall be considered as valid also for contract supplements or modifications.
- 1.3 Information and suggestions are basically non-binding. In case we suggest a technical resolution for any execution is merely according to our best knowledge. We are not obliged to anything more than to find a professionally reasonable solution.
- 1.4 Any documentation sent to the client (ex. technical descriptions, drawings, pictures, color-dimension- and weight indications) are containing only customary approximate values and are not representing any gratification of guarantee of condition. We reserve the right of modification of these documentations, indications and item itself – ex. design or form modification, color deviation etc. The admissible tolerances shall apply for any communicated norm value. If we provide marks or number for order identification or mark the ordered item, it shall not constitute a valid basis for the derivation of any rights.
- 1.5 We reserve the property right and the copyright of all these above mentioned documentation types. The documents shall not be reproduced, utilized or forwarded to third parties without our prior written notice. Upon explicit request, they shall be returned to us without delay.
- 1.6 (Purchasing-) Conditions are only valid if it has been prior accepted and acknowledged by us in written form.

2. Contract execution

- 2.1 We reserve the right of product design and final execution modification even after contract acceptance, if these modifications are reasonable for the customer.
- 2.2 If for the purpose of contract execution the client is providing vehicle components or any other materials, so shall these be free of defects and for the execution of the contract completely suitable. In such cases the client shall be considered as supplier. For this reason we are allowed to demand from our customer on time, free of defect deliveries. Disadvantages deriving from the non-performance of the obligation shall be completely borne by the customer. In case the customer is not in the position to fulfill its obligations in due time and free of defect, so shall we set a period of grace. After the period of grace we are entitled to withdraw from and / or claim damages. The claim of damage amount shall be in this case 15% of the total contract amount, whereas the evidence of higher loss could be proved by us and the lower loss could be proved by the customer.

3. Withdrawal

- 3.1 We reserve the right of withdrawal from contract if the producing performance shall not be available. We engage ourselves to immediately inform about the not availability of performance of our partner and – if applicable – to return the service of our customer without delay.

4. Delivery periods

- 4.1 Delivery time and period begins with the date of written acceptance of orders or confirmation, but not before the customer's document receipt (eg. financial agreement etc.) furthermore not before creating all other necessary conditions, prior to receipt of payments due, and – in case of repairs – prior to assignment of any insurance claims from customer if so agreed.
- 4.2 The delivery period shall be proportionally prolonged if the contract needs rectification or any modification or supplement from the part of the customer. This applies also if the client is not fulfilling its obligation of vehicle component or any other additional material delivery on time.
- 4.3 Contractual periods and fixed dates are only binding if expressly agreed in writing. Force Majeure and other abnormal circumstances such as, in particular labor disputes, government acts and transport disruptions – irrespective of whether they occur within our own company or at any of our vendor's – will relieve us from our obligation to supply / render services either for the duration of their effects or objects if it becomes impossible to render the services at all. Under these circumstances, any penalty possibly agreed upon shall be considered not forfeited.
- 4.4 By delay of 6 weeks from the non-binding delivery time the customer is entitled to set us a period of grace. We shall be in delay only from the end of the grace period. Delivery date or period shall be agreed bindingly right in the delay period. If the customer is allowed to title a damage caused by delay shall be limited to the 5% of the complete purchase amount. In case the customer withdraws from the contract and requires compensation of any damage or loss occurred instead the supply/ render of services, the entitlement shall be considered in 25% of the total purchase value. Compensation claims in case of slight negligence shall not considered at all. If, while we are in default and it becomes impossible to supply by accident, we shall consequently be liable in accordance with the liability restrictions agreed above.
- 4.5 If the customer with the supply is supposed to fulfill any of his obligations, it shall be indicated when contacting. Compensation claims in this subject will be only considered if previously fix date has been agreed on the basis of the customer's prior notice. Otherwise such claims will be explicitly declined.

5. Prices

- 5.1 All prices are to be intended in Euro (€) ex works, plus freight, package, and other related costs such as value added tax in the respectively applicable amount.
- 5.2 If agreed with the customer that the supply / render of service will be invoiced according the expenses with no regard or no prior agreement about the calculation of expenses, this will be invoiced based on the costs of our repair department valid at the time the contract has been closed.
- 5.3 We are entitled for reasonable price rectification at the time of delivery if the delivery date agreed overlaps with more than four months from contract closure and in the meantime any cost increase occurred (raw material, labor etc.)

6. Payment

- 6.1 All payments shall be effectuated at the takeover of the supply / render of service or within a period of maximum eight days from receipt of our readiness report and / or from invoice receipt without deduction – depending on which condition arises first.
- 6.2 The rest amount will be immediately due if installment payment has been agreed and the customer fails to fulfill its obligation of payment two consecutive times completely or partially.
- 6.3 We only accept bills of exchange after prior, written agreement, and then only on the proviso of their discountability. All discount expenses and other auxiliary costs are borne by the customer and must be remunerated to us immediately. Bills of exchange or cheques are first credited when the amount is available to us without reservation.
- 6.4 We shall offset the customer's claims assigned to us from its insurer against the sums invoiced by us, insofar as we have received the insurer's payments without reservation.
- 6.5 In case of default, we are entitled to charge interest at the legal rate. In the case of merchants, default interest can be charged immediately after the due date. The pursuit of further-going damages is reserved.
- 6.6 If circumstances become known to us after the contract has been concluded which cast doubt on the customer's ability to pay or its creditworthiness (e.g. default of payment, bills of exchange or cheques not encashed on time, unsatisfactory credit information, etc.), we are entitled to refuse to perform the delivery or provide the service until the customer has arranged for counter-performance and our due claims – including from any other transactions in the running business relationship – have been fulfilled or securities submitted for these.

7. Acceptance

- 7.1 If the customer does not accept the delivery/service within this period, we are entitled to set it a reasonable period of grace. After this has expired fruitlessly, we can refuse to fulfill the contract and demand damages. In such a case, the damages are a flat-rate 15% of the agreed purchase price, unless we can demonstrate higher damages or the customer is able to prove lower damages.
- 7.2 The customer shall accept the delivery/service without delay, although at the latest within eight work days after this is demanded by us.
- 7.3 In case the customer is not taking over the supply / render of service so we are entitled to settle period of grace that once due, penalty shall be applied. The damages in this case fixed at 15% of the agreed purchase price, unless we prove a higher damage amount or the customer proves lower costs.
- 7.4 If the customer is in default of acceptance of the purchase item, we are entitled – without prejudice to further-going claims – to charge a storage fee of 10 euro per day.
- 7.5 If the purchase item before its acceptance by the customer or one of its representatives is being tested upon explicit and separate request, the customer is then liable for any damages incurred during the test.

8. Transfer/retention/offsetting

- 8.1 The customer is not entitled to transfer claims due to us to third parties without our written approval.
- 8.2 The customer may only offset claims that are undisputed or which have been established by a court of law.
- 8.3 The customer is not entitled to exercise rights of retention against us due to any counter-claims from other transactions; item 6.2 applies accordingly.

9. Place of fulfillment/transfer of risk

- 9.1 The place of fulfillment of delivery and service is basically our official site, providing individual circumstances do not result in anything else.
- 9.2 Part deliveries and services are admissible. Item 10 applies to these accordingly.
- 9.3 The risk for deliveries made and services provided by us is transferred to the customer upon acceptance, although at the latest on leaving our works. The same applies to part deliveries/services, even if we have undertaken to provide other services (such as transport or conveyance).

- 9.4 If there is a delay in acceptance or in leaving our company for reasons which the customer is responsible, risk is transferred to the customer at the latest on the 9th work day after our demand in accordance with item 4.1.

10. Reservation of title

- 10.1 We reserve ownership to the objects delivered and/or installed by us (reserved goods) until complete redemption of all the claims which accrue to us from this contract and from the business relationship with the customer now and in the future, regardless of their legal reason, at the time at which the contract is concluded or which already exist.
- 10.2 Our claims to the purchase price or service costs have not been satisfied if the customer pays by cheque (or by some other method) whilst arranging for a bill of exchange to cover the amount of the cheque (and any extra expenses) for us (a so-called cheque-bill exchange procedure).
- 10.3 The customer is entitled to re-sell, to further-process, to mix or combine and to subsequently re-sell items under the extended reservation of title, insofar as this is done in the context of regular business transactions. In particular, the customer is not allowed to pledge or transfer the title to the reserved goods. The customer may not transfer ownership of the reserved goods until all our claims related to these have been fully redeemed.
- 10.4 If the customer further-processes, mixes or combines the reserved goods with other goods which do not belong to us, we acquire co-ownership to the new object; the co-ownership is in the ratio of the value of the reserved goods to the value of the new object. In such cases, the customer shall provide us with written confirmation - in particular for a third party if this acquires ownership to the reserved goods due to the transformation – granting us the appropriate co-ownership to the new object. The new object created by further-processing, mixing or combining is likewise regarded as reserved goods in the sense of these provisions.
- 10.5 The customer assigns all the claims together with auxiliary rights it accrues in the context of such a re-sale, as well as any claims against its insurer, in advance as security. In case the object is exported, the customer hereby furthermore assigns all claims to us which accrue to it against domestic or foreign banks in the context of the export now or in the future, in particular claims from letters of transmittal, from letters of credit and confirmations of such, and from bonds and guarantees. If the reserved goods are sold by the customer together with other goods which do not belong to us, either with or without further-processing, the claims to the amount of the value invoiced for the reserved goods are assigned to us.
- 10.6 The customer is entitled, and obliged, to collect the claims from re-sales despite the assignment, as long as we do not revoke such authorization. It shall transmit the amounts collected to us immediately to the amount of the claims due to us.
- 10.7 The customer is obliged to keep the goods delivered under title of reservation in a proper state, to arrange for maintenance and perform without delay if necessary and foreseen by the manufacturer.
- 10.8 At the customer's request, we shall release our ownership to the reserved goods and transfer back the claims assigned to us insofar as their tangible value exceeds the total claims due to us against the customer by more than 10%.
- 10.9 In case the customer is in default of payment, we can set a reasonable period of grace. Once this expires fruitlessly, we are entitled – without prejudice to the pursuit of further-going rights – to withdraw from the purchase contract. If we have further-going claims to damages instead of the payment and we re-possess the purchase item, the customer and we agree that we shall remunerate the usual sales value to the customer at the point in time of re-possession. We determine this to the best of our faith and belief. At the customer's request, which can only be lodged immediately following receipt of our estimate, a publicly appointed appraiser of our choice shall be commissioned to determine the usual sales price. The customer shall bear all the costs for re-possessing and marketing the purchase item, and any costs of appraisal incurred. The marketing costs are a flat-rate 5% of the usual sales value without any further evidence. This rate is raised or lowered if we can demonstrate higher or the customer lower costs.

11. Lien

- 11.1 The customer grants us a contractual lien to objects which come into our possession for all claims from the business relationship.
- 11.2 The contractual lien can also be pursued due to claims from work, replacement deliveries and other services performed at an earlier date.

12. Warranty

- 12.1 The customer's warranty claims from material defects to new purchase items and services expire by limitation of time in one year from delivery or acceptance. In the case of used and generally overhauled purchase items, all liability for material defects is excluded.
- 12.2 Complaints must be lodged in writing within 8 days from acceptance – in the case of concealed defects within 8 days from their discovery. If acceptance has not been issued on time, this period starts 8 days after receipt of the notification of readiness to delivery or to collect.
- 12.3 All the customer's claims under law remain unaffected in case of malicious concealment of defects or if a guarantee of quality has been given.
- 12.4 The warranty for material defects is limited in the first instance to reworking the defective purchase item or to subsequently delivering a faultless purchase item at our discretion. The costs incurred for rectifying a material defect, for disassembly/reassembly, materials, transport and dispatch of any parts shall not be charged to the customer. Additional costs incurred by parts removed during repair work cannot be remounted due to wear and tear shall be borne by the customer. The costs of vehicle transportation are not borne by us.
- 12.5 If rework fails after a reasonable period of grace has expired, the customer can demand a reduction of price or cancellation of the contract at its discretion. Claims to damages and recompense of pointless expenditure are regulated exclusively in accordance with item 11.
- 12.6 There is no warranty obligation if the objects delivered or the services provided have been later modified, treated improperly, processed or installed, repaired, serviced or maintained by unauthorized parties and this caused the defect.
- 12.7 The customer has no claims with regard to wear and tear on parts subject to such – in particular during the warranty period – this applies in particular to blemishes, storage damage and corrosion caused by improper treatment. The following applies to the rectification of defects: The customer can pursue claims to rectify defects solely against us and to be performed by us, unless we inform the customer in writing that the necessary work can be performed by another company to be nominated by us. If the purchase item is inoperable the customer – after prior consultation with us – is allowed to commission a company recognised by us for servicing. Replaced parts become our property. The customer can pursue claims to material defects under the purchase contract for parts installed to rectify defects up to the expiry of the warranty period for the purchase item. The period is two months from the assembly, when the assembly took place in the last two months of the warranty period.

13. Liability

- 13.1 Liability on the following grounds is regulated by the legal provisions:
 - a. fatalities, physical injuries, harm to health
 - b. infringement of major contractual obligations
 - c. malicious concealment of a defect, a guarantee issued
 - d. infringement of product liability laws
 - e. gross negligence or malice aforethought
 Liability due to default of delivery is regulated exclusively under item 2 of these conditions.
- 13.2 Claims to damages are excluded in the case of slight negligence in the infringement of minor obligations.
- 13.3 In each case of infringement of minor obligations and damages caused by a defect in the delivery item, compensation is furthermore restricted if the customer has taken out insurance to cover the case of damage. Our duty of recompense is then limited to disadvantages connected to claiming under such a policy, e.g. higher premiums or interest rate disadvantages suffered until the insurer has settled the claim.
- 13.4 Pursuit of personal liability against our legal representatives, vicarious agents and employees for damages caused by slight negligence is excluded.

14. Place of jurisdiction/Applicable law

- 14.1 The sole place of jurisdiction for both parties for all disputes arising directly or indirectly from the contractual relationship – including deeds, bills of exchange and cheques - is Augsburg, insofar as the customer is a merchant (in the sense of the German Commercial Code).
- 14.2 The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in Germany, relocates its base/business offices or normal place of residence outside Germany after conclusion of contract, or its base/business offices or normal place of residence is unknown at the time legal action is initiated.
- 14.3 German law shall prevail exclusively. The application of the Uniform Law concerning the international sale of movable objects and the United Nations Treaty concerning contracts of international sale of goods of 11/04/1980 is excluded.

15. Partial unworkability

- 15.1 Should individual provisions in these conditions or the respective contracts be or become unworkable, this shall not affect the workability of the remaining provisions.

16. Final provisions

- 16.1 By any contradiction arising between the English and German version of this Agreement, the German version shall be considered.