

General purchase terms and conditions of HA-BE Gehäusebau GmbH

(Version: May 2018)

1. Scope

- 1.1 These general purchase terms and conditions shall apply to companies, legal entities under public law and public-law special funds.
- 1.2 Our orders shall be exclusively based on the following terms and conditions. The terms and conditions of the partner shall not be valid, unless they are expressly accepted by us.
- 1.3 The general purchase terms and conditions shall also apply to future orders and contractual relationships between the partner and us.

2. General provisions

- 2.1 Any oral agreements made between the contracting partners shall be individually confirmed in writing without delay.
- 2.2 Should individual parts of the provisions under these general purchase terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected thereof. The invalid provision shall be replaced by a valid provision which comes closest to the legal and commercial purpose originally intended by the parties.
- 2.3 We shall be entitled to terminate the agreement without notice, if insolvency proceedings are initiated with regard to the assets of the partner.

3. Purchase orders

- 3.1 If the partner does not accept our purchase order within three days following its receipt by way of a written order confirmation, we shall be entitled to revocation.
- 3.2 To the extent that the partner does not object to an individual purchase order or delivery call-off within five days following receipt of the order, or otherwise expressly accepts the same, the purchase order is deemed accepted and binding for both partners.
- 3.3 We may demand modifications of the delivery item to the extent reasonable for the partner. The effects arising therefrom, in particular with respect to additional or reduced costs as well as delivery dates, shall be reasonably determined by mutual consent.
- 3.4 General agreements with regard to individual products shall be concluded separately.

4. Confidentiality

- 4.1 Each of the contracting partners shall use all documents (including samples, drawings, models and data) and knowledge received in the business relationship only for their mutually intended purposes and maintain secrecy vis-à-vis third parties with the same due care that they normally apply to their own documents and knowledge.
- 4.2 The provisions of the non-disclosure agreement signed by both partners shall apply.
- 4.3 We shall reserve the right to add a customer safeguard clause to the general purchase terms and conditions in individual cases.

5. Drawings and descriptions

- 5.1 Drawings and descriptions handed over by us to the partner shall remain our inalienable material and intellectual property, which must be returned without request after completion of the order. They shall not be provided to third parties without our express consent. Such documentation shall be exclusively used for the production based on our order.
- 5.2 The partner shall transfer to us the title to the drawings and descriptions made according to our specifications, if payment has been made in full.
- 5.3 In all other respects, the confidentiality provisions set forth herein (clause 4.2) shall apply.

6. Samples and means of production

If we agree the use of production means (e.g. tools) with our partner and in connection therewith, the acceptance of initial samples, the partners undertake to sign a separate tool agreement.

7. Prices

- 7.1 The prices stated in our order are fixed prices. Within Germany, prices are subject to the applicable value added tax at the current statutory rate. The prices shall apply in accordance with the Incoterm referred to in clause 10.1, inclusive of packaging.
 - 7.1.1 Prices within the EU
Prices stated are in EUR. By indicating the value added tax identification number, delivery shall be carried out as a tax-exempt intra-Community delivery.

- 7.1.2 Prices with regard to third countries

Prices stated are in EUR. The prices are usually stated without value added tax, but inclusive of the currently applicable import turnover tax.

8. Proof of origin, proof for value added tax purposes and export restrictions

- 8.1 Proof of origin requested by us shall be provided by the partner together with all the necessary details and made available duly signed without delay. The partner shall immediately notify us in writing and without request, if the details stated in the proof of origin pertaining to the delivered goods are no longer applicable.
- 8.2 The same shall apply to proof for value added tax purposes in case of foreign country and intra-Community deliveries.
- 8.3 The partner shall immediately inform us, if any delivery is fully or partly subject to export restrictions under German or any other law.

9. Terms of payment, assignment of claims

- 9.1 Unless otherwise agreed, we shall make payments subject to the stipulation in clause 9.3 up to 20 days after delivery and receipt of the duly issued invoice with 3 percent cash discount or within 60 days net. The latter of the respective dates shall be decisive for the commencement of the period allowed for payment.

We are only able to process invoices if they include the order number according to the specifications stated in our purchase order and preferably the order item. The partner shall be responsible for all consequences ensuing from the non-compliance of this obligation, unless it furnishes proof that it is not liable for such failure.

- 9.2 The acceptance of early delivery shall also be subject to the provisions in clause 9.1.

- 9.3 If the delivery is faulty or delayed, we shall be entitled to withhold payment proportionately to the value until delivery has been duly performed.

- 9.4 The partner shall not be entitled to assign its claims against us or have them collected by third parties without our written consent, which may not be unreasonably withheld. In the event of extended reservation of title, the consent shall be deemed granted.

If, contrary to sentence 1, the partner assigns its claim against us to a third party without our consent, the assignment shall nevertheless be effective. However, we shall be entitled at our discretion to provide payment to the partner or third party with discharging effect.

- 9.5 If it becomes apparent after conclusion of the agreement that our claim for delivery is jeopardised due to the lack of the partner's capability to perform, we may refuse payment and set a reasonable deadline for the partner, within which the partner has to perform delivery step by step against payment or provide security. In case of the partner's refusal or expiry of the deadline without success, we shall be entitled to withdraw from the agreement and claim damages.

10. Delivery and passing of risk

- 10.1 Unless otherwise agreed, the partner shall deliver DDP (delivery duty paid) in accordance with Incoterms 2010. The receipt of the goods at our premises within the period of -3/+ 0 days shall be decisive for compliance with the delivery date.

The risk shall pass to us upon handing over the delivery at our loading ramp, even if the partner has assumed the task of delivery. This shall apply regardless of the agreed Incoterm.

- 10.2 The delivery date and thus the delivery period conform to the specifications stated in the order confirmation and shall be reasonably extended if prerequisites for Force majeure exist.

The delivery date shall be subject to the agreed periods of replacement. This has to be confirmed in the order confirmation. Deviations shall only be permitted in well-founded cases.

In the event that the order confirmation deviates from the purchase order, we shall only be bound if we have agreed in writing to such deviation.

- 10.3 Partial deliveries shall only be admissible upon special agreement.

- 10.4 Within a tolerance of 5 percent of the total order quantity, production-related excess or short deliveries shall be permissible, unless otherwise agreed. Depending on their volume, the total price shall change accordingly. In this respect, the purchase order shall be deemed complied with.

11. Working within our plants

Persons who are engaged to work within our company plants in order to fulfil the obligations of the partner shall be subject to the provisions of our company rules and our instructions with respect to the applicable accident prevention, work safety, environmental and other regulations at our premises. Hazardous materials may only be used within our company premises after consultation with our qualified staff members and shall be properly marked as such.

12. Delays in delivery

If the partner can foresee that delivery of goods is unable to be carried out in due time, the partner shall immediately inform us in writing of the delay by stating the reasons, and if possible, the presumed time of delivery. Our claims for delay in delivery of the partner shall remain unaffected thereof.

13. Retention of title

The partner shall be entitled to retain ownership of the delivered goods until payment has been effected in full (simple retention of title). We shall object to any stipulation of the partner whatsoever with respect to extended or prolonged reservation of title.

14. Material defects

14.1 The goods shall fulfil the agreed specifications and anything required that can be reasonably expected from the partner's knowledge of the intended purpose of use, at least, however, they shall comply with the mandatory legal requirements and the state of the art. The moment of the passing of risk shall be decisive for the contractually agreed condition of the goods.

14.2 The partner shall carry out its deliveries in compliance with the prevailing applicable statutory regulations of the European Union and the Federal Republic of Germany as amended, e.g. the REACH Regulation (Regulation (EC) No. 1907/2006), the law concerning the taking back and environmentally friendly disposal of electrical and electronic devices (*ElektroG*) as national implementation of the Directive 2002/95/EC (RoHS), and the Directive 2002/96/EC (WEEE), and the law concerning end-of-life vehicles as national implementation of the EU Directive 2000/52/EC.

The partner shall inform us without delay of significant modifications of the goods due to statutory regulations, particularly the REACH Regulation, their delivery capability, possible use or quality, and coordinate suitable measures with us in individual cases. The same shall apply as soon and to the extent that the partner becomes aware of upcoming modifications in this respect.

14.3 The limitation period regarding the right to claim compensation for material defects shall be subject to the legal provisions, unless otherwise agreed.

14.4 If the partner allows a time limit set for it to elapse without having remedied the defect or delivered faultless goods, we may remove the defect ourselves or have it removed by a third party at the cost of the partner.

In all other respects, the provisions of the quality assurance agreement signed by both partners shall apply.

15. Defects of title

15.1 The partner warrants that all deliveries are free from any rights of third parties and, in particular, that there is no infringement of patents or other industrial property rights of third parties due to the delivery and use of the goods in the country of the agreed destination of delivery and - as far as communicated to the partner - in the countries intended for the use of the goods.

15.2 To the extent that the partner is directly liable vis-à-vis the third party by virtue of law, the partner shall indemnify us from claims of third parties arising from possible industrial property right infringements and bear all necessary costs ensuing therefrom.

15.3 Claims for defects in title shall be subject to a limitation period of 10 years, calculated from the conclusion date of the agreement.

16. Recourse against suppliers

16.1 If claims are made against us within the supply chain by a customer arising from defects in a new product produced by us, we shall be entitled, apart from claims for defects pursuant to item 14, to recourse claims regulated by statutory law (recourse against suppliers pursuant to sections 445a, 445b, 478 German Civil Code (BGB)) against the partner without limitation. In particular, we shall be entitled to demand from the partner the type of subsequent fulfilment (removal of defects or replacement delivery) that we owe to our customer in the individual case. Out statutory right to choose pursuant to section 439 (1) BGB shall not be restricted by this.

16.2 If a customer asserts claims for defects against us (including reimbursement of expenses pursuant to sections 445a (1), 439 (2) and (3), BGB), we shall notify the partner and request a written statement before we fulfil or recognise the claim of the customer. If the partner does not submit a statement within a reasonable period or come to a mutual agreement, the actual claim for defects granted by us to the customer as well as in our relation to the partner shall be considered justified. In this case, the partner shall produce proof to the contrary.

16.3 If the thing, before being sold to a consumer as final purchaser, is further processed by us or one of our customers, e.g. through installation in another thing, then our claims arising from recourse against suppliers shall also apply in this case.

17. Other claims, liability of the partner

17.1 To the extent that the partner is liable for damage to the product, it shall be obligated to indemnify us against any third party claims for damage as far as the cause for the damage was within the partner's sphere of control and organisation and it is liable vis-à-vis third parties itself.

17.2 Within the scope of this liability, the partner shall also be obligated to reimburse the costs incurred by our legal actions as well as any expenses pursuant to sections 683, 670 German Civil Code (*BGB*) and pursuant to sections 830, 840, 426 German Civil Code, arising from or in connection with a recall action carried out by us or our customers. We shall notify the partner of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and shall give the partner the opportunity to make a statement thereto. Any other legal claims shall remain unaffected.

17.3 The partner undertakes to maintain a product liability insurance that is appropriate in terms of scope and amount. If we are entitled to further-reaching claims for damages, they shall remain unaffected.

18. Our liability

18.1 Any claims for damages on whatever legal grounds may only be asserted against us in cases of wilful intent, gross negligence of our legal representatives or executive officers, or for culpable breach of material contractual duties. In the event of culpable breach of material contractual duties, our liability shall only be limited to the typical and reasonably foreseeable damage.

18.2 The limitation of liability shall not apply in cases where liability is mandatory pursuant to the German Product Liability Act for personal injury or damage to property and for injury of life, body or health.

19. Force majeure

Force majeure, labour disputes, unrest, failure to deliver on the part of suppliers and any other unforeseeable, unavoidable and serious events shall release the contracting partners from their duty to perform for the duration of the disturbance and to the extent of their effect. The contracting partners shall be obligated, to the extent that is reasonable, to pass on the required information immediately, and to adapt their obligations in good faith to the changed circumstances.

20. Place of performance, place of jurisdiction and applicable law

20.1 Place of performance for the delivery of goods shall be the destination defined by us.

Place of performance for our payments shall be the place of business of our respective plant that has concluded the agreement.

20.2 Place of jurisdiction for all legal disputes, also within the context of proceedings concerned with bills of exchange and cheques, shall be our registered place of business. We shall also be entitled to sue at the registered place of business of the partner. The proceedings shall be conducted in the German language.

20.3 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany under exclusion of the principles of conflicts of law and the UN Convention on Contracts for the International Sale of Goods.

21. Packaging

21.1 Upon delivery of the partner's contractual products, each packaging unit shall be labeled with a goods tag pursuant to VDA (*Association of the German Automotive Industry*).

21.2 The packaging shall be of a quality that excludes damage to the contractual products during transport. Prior to initial delivery, the packaging shall be examined by both parties at our request.

21.3 At our special request, the partner shall accept the use of returnable packaging.

22. Written form, partial invalidity

Supplementary agreements to this agreement have not been concluded. Any amendments and/or supplements must be in writing to become effective and shall be signed by the parties to the agreement. This shall also apply to the waiver of the written form requirement.