

## GENERAL TERMS AND CONDITIONS OF BUSINESS – PURCHASING – HUBER GROUP HOLDING SE AND HUBER AUTOMOTIVE AG

### 1. SCOPE OF APPLICABILITY

- (1) These General Terms and Conditions of Business – Purchasing – (GTC) apply for all deliveries, offers and other performances of our business partners and suppliers (sellers) being companies or legal persons under public law.
- (2) Our terms of purchase apply exclusively. We do not recognise any general terms and conditions of business of the seller being contrary to or differing from our GTC, unless we have explicitly agreed to their applicability in writing. A reference to a letter, delivery or performance without reservations or the payment of the purchase price do not constitute such agreement.
- (3) These GTC also apply for all future deliveries, offers and other performances of the seller if they are not separately agreed again.

### 2. OFFER, THE CONCLUSION OF THE CONTRACT AND CONTRACTUAL AMENDMENTS

- (1) Orders and contract conclusions and amendments or additions to them must be in writing. Oral arrangements of any kind must be confirmed by us in writing in order to be effective.
- (2) Insofar as our orders do not contain an explicit binding period, we shall be bound by them for one week from the date of the order. The receipt of the declaration of acceptance by us shall be decisive as to whether the order has been accepted on time.
- (3) With regard to ongoing business relationships an order is deemed by us to have been accepted if the seller does not promptly declare refusal.
- (4) Quotations of the seller are binding and shall be issued to us free of charge.
- (5) All deliveries/performances must comply with the provisions of law, particularly the protective provisions DIN, EN and VDE.
- (6) At our request the seller must, at its own expense, issue a supplier or long-term supplier declaration and if necessary, also a certificate of origin or testing certificate. In international goods traffic the supplier must always specify the HS code.

### 3. DELIVERY PERIOD AND DELIVERY

- (1) The delivery dates or delivery periods specified in the order (moment of the receipt of the goods by the Huber Group) must be adhered to. If a delivery period has not been agreed, the delivery or performance must be carried out/rendered without delay. Early delivery or performance (more than 5 business days) is permissible without our explicit written consent.

- (2) The seller must promptly inform us in writing if any circumstances of whatever kind arise or have come to its attention that prevent the agreed delivery period from being adhered to.
- (3) If a delivery period has been agreed, specifying on which day at the latest the delivery must be carried out or the performance rendered, if the delivery is not carried out or the performance is not rendered the seller shall be deemed to be in default at the end of that day, without a reminder issued by us being required.
- (4) In the event of a delay in making delivery we shall be entitled without limitation to the statutory entitlements – in particular, after setting a reasonable additional time limit, a right to rescind the contract and claim compensation for losses.
- (5) Acceptance of a late delivery or performance without reservations shall not constitute a waiver of our entitlements due to the late delivery or performance; this shall apply until payment has been made in full without reservations of the remuneration payable by us for the affected delivery/performance.
- (6) Deviations from our contracts and purchase orders are only permissible with our explicit prior written consent.
- (7) Partial deliveries or partial performances are impermissible unless we have explicitly agreed to them in writing, or we can be reasonably expected to provide/render them.
- (8) For quantities, weights and dimensions, the values determined by us during the inspection of the goods upon receipt shall be decisive, subject to proof to the contrary.

### 4. TRANSFER OF RISK

- (1) The risk of accidental loss or accidental deterioration shall transfer to us only when the goods are handed over to us at the agreed destination.
- (2) If no destination has been agreed, the delivery shall be carried out carriage paid.

### 5. EVENTS OF FORCE MAJEURE

- (1) Events of force majeure, industrial disputes, non-culpable operational disruptions, civil unrest, natural disasters, measures of governmental authorities and other unavoidable events shall exempt us, for the period of their duration, from the obligation to accept on time (force majeure).
- (2) Without prejudice to our other rights, during such events, as well as for two weeks from the end thereof, we shall have the right to entirely or partially rescind the contract, provided that those events do not last for an insignificant period of time.

## 6. PRICES AND PAYMENT TERMS

- (1) The price specified in the order is binding. The price includes all performances and ancillary performances of the seller.
- (2) Unless otherwise effectively agreed, the price includes carriage paid delivery, including packaging and freight charges (DDP in accordance with Incoterms 2010).
- (3) Invoices and delivery notes can only be processed by us if our order number, the order date, our supplier number and the ordered delivery or performance are specified on them. If one of more items of that information is missing and processing is delayed as a result in the course of our normal business operations, the payment periods specified below shall be extended by the period of the delay.
- (4) Insofar as the authenticity of the origin and the integrity of the content is guaranteed, e.g., through a qualified electronic signature, besides paper form invoices may also be transmitted electronically, by fax or e-mail.
- (5) Unless agreed otherwise, we shall pay the purchase price within 21 days, counting from the delivery/performance and the receipt of the invoice, with a 3% discount, or net within 60 days from the delivery/performance and the receipt of the invoice. In the event of early delivery/performance, the due date shall be based on the agreed delivery date.
- (6) We are entitled to set off rights, rights of retention and the objection of an unfulfilled contract to the extent provided for by law. In particular, we have the right to retain due payments as long as we are still entitled to claims against the seller due to defective deliveries.
- (7) Without our prior written consent, the seller shall not have the right to entirely or partially transfer contractual claims to third parties.
- (8) The seller may only exercise its set off right or right of retention with regard to counterclaims which have been established with legally binding effect or are explicitly undisputed and stem from the same contractual relationship.

## 7. WARRANTY

- (1) The seller warrants that its delivery has the contractually assured properties and does not have defects that annul or reduce its value or its fitness for typical use or the use assumed under the contract.
- (2) In the event of defects, we shall be entitled to the statutory claims without limitation.
- (3) The warranty period amounts to 24 months, beginning from the transfer of risk. For repaired or replaced parts the warranty period shall begin to run anew unless upon the additional delivery the seller has explicitly and correctly made the proviso that it will only carry out the replacement delivery out of goodwill, to avoid disputes or in the interests of the continued existence of the supply relationship. The time limitation shall be suspended from the receipt of our written defect notifi-

cation by the seller.

- (4) Notwithstanding Section 442 par. 1 sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) we shall also be entitled to claims for defects without limitation if we were unaware of the defect upon the conclusion of the contract as a result of gross negligence.
- (5) Acceptance or approval of submitted models or samples does not constitute a waiver of the warranty claims.
- (6) The seller must promptly either eliminate or replace with a defect-free delivery (according to our choice) all defects being the subject of a complaint within the warranty period. The seller may refuse the type of supplementary performance selected by us if it is only possible with disproportionate costs. The costs for such elimination or replacement delivery, including all additional costs, such as disposal costs, transportation costs or labour costs, shall be borne by the seller.
- (7) If the seller fails to fulfil the above warranty obligations or fails to fulfil them in accordance with the contract or in the event of an urgent situation, particularly in order to avert acute risks or prevent more serious damage, we shall have the right to take the necessary steps ourselves at the seller's expense.

## 8. PRODUCT LIABILITY

- (1) The seller shall be responsible for all claims asserted by third parties due to personal injury or property damage which are attributable to a defective product delivered by it. It shall indemnify us in that respect against all claims for compensation for losses of third parties at our first demand.
- (2) Within the framework of its indemnification obligation, the seller shall bear all costs and expenses incurred by us, including the costs of any prosecution.
- (3) Notwithstanding every effort to ensure product quality, the seller undertakes to take out appropriate product liability and product recall insurance. At our request the seller must provide us with proof of the insurance cover.

## 9. INTELLECTUAL PROPERTY RIGHTS

- (1) The seller guarantees that in connection with its delivery/performance no protective rights of third parties within the Federal Republic of Germany, the European Union or other countries in which it manufactures products or has them manufactured will be infringed.
- (2) The seller must indemnify us, at our first request, against all claims that third parties may assert against us due to a violation of intellectual property rights and reimburse us for all necessary expenses in connection with such claims. That entitlement shall exist irrespective of any culpability of the seller.

## 10. THE PERFORMANCE OF WORK IN THE FACTORY GROUNDS

- (1) If the implementation of the delivery/performance under the contract involves work performed by vicarious agents of the seller in our factory grounds, they must comply with the rules of the respective establishment.
- (2) Any liability of our company for accidents of those persons in our factory grounds is excluded, unless they were caused due to an intentional or grossly negligent breach of obligation by us.

## 11. SECURING OWNERSHIP TITLE, RETENTION OF OWNERSHIP

- (1) We reserve the ownership title and copyright to any orders or purchase orders submitted by us and any drawings, images, calculations, descriptions or other documents provided to the seller.
- (2) Tools, appliances, models, other parts, containers and packaging that we provide to the seller shall remain our property. The above-mentioned items produced for us for contractual purposes shall become our property upon payment being made. They must be marked as our property by the seller at its expense, carefully stored, maintained and repaired, protected against any kind of damage and only used for contractual purposes. Any malfunctions must be promptly reported to us. After the end of the business relationship or at our request all items must be surrendered to us in correct condition.
- (3) Retention of title of the seller only applies if it relates to our payment obligations for the respective delivery/performance to which the seller reserves the ownership title. In particular, broadened or extended retention of title is impermissible.
- (4) If an item ordered by us to which we reserve the ownership title is processed or transformed by the seller, this shall be done on our behalf. If our goods subject to retention of title are processed or combined with other items that do not belong to us, we shall acquire a co-ownership title to the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed/combined items at the time of the processing/combining. Should the processing/combining of items provided by us occur with property of the seller such that the seller's item should be deemed the main item, it is deemed agreed that the seller shall transfer to us a pro rata co-ownership share and safekeep the item for us.
- (5) The seller must also agree the above provisions of this section with its subsuppliers.

## 12. CONFIDENTIALITY

- (1) Without our explicit prior written consent, the seller may not make any documents, data or information available to third parties, disclose them, use them either itself or through third parties or reproduce them. After the end

of the business relationship or at our request, all documents, as well as copies, must be fully returned to us.

- (2) The seller must maintain the utmost confidentiality with regard to the terms of the order, as well as all information and documents provided for that purpose, with the exception of publicly accessible information. The non-disclosure obligation shall continue to apply after the end of the contractual relationship, until the information has become generally known.
- (3) Without our prior written consent, the seller may not refer to the business relationship, particularly in advertising material or brochures, and may not exhibit delivered goods or performances produced for us.

## 13. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

- (1) Unless stated otherwise in the order, our registered office is the place of performance.
- (2) For all legal disputes the place of jurisdiction is our registered office. We reserve the right to take legal action against the seller before the court competent for its registered office or in a different statutory place of jurisdiction, according to our choice.
- (3) The contracts concluded between us and the seller are subject to the laws of the Federal Republic of Germany, to the exclusion of all international and supranational contract regulations, particularly the UN Convention on Contracts for the International Sale of Goods.

## 14. PARTIAL INEFFECTIVENESS

- (1) Should a provision of these general terms of purchase or any other arrangements made be or become ineffective, the effectiveness of the other terms and conditions shall not be affected. The ineffective or unenforceable provision shall be replaced by a legally permissible provision that comes as close to it as possible in terms of its economic outcome.