

## Winning BLW GmbH and Winning BLW Management GmbH General Terms and Conditions of Purchase

Our orders and purchases are exclusively made according to the following terms and conditions of purchase. Supplier's terms and conditions which deviate from the following conditions shall not be recognized by us unless we expressly consent to their validity. Our conditions of purchase shall also apply if we unreservedly accept the delivery or service in the knowledge of conflicting or deviating Supplier's conditions or pay for such delivery.

### 1. Purchase orders, other declarations

- 1.1 Purchase orders shall be binding only if they are placed or confirmed by us in writing. All other declarations, including changes to the written form requirement, are also subject to written confirmation by the purchasing department.
- 1.2 Within reasonable limits for Supplier, we may demand changes to the design and execution of the object of supply. Any effects this may have, in particular with regard to increased or decreased costs and delivery deadlines, shall be settled appropriately by mutual agreement.

### 2. Prices

Unless otherwise agreed, prices are deemed free destination - in the case of delivery by rail, free siding - including packaging. If a price is agreed "ex works" or "ex ware-house", we only bear the most favorable freight costs in each case.

### 3. Invoicing, payment

Payment shall be made by the end of the month following receipt of goods and invoice by payment means of our choice. Any delivery effected before the agreed date shall not affect the payment period tied to this delivery date. If we make payment within 14 days after receipt of the goods, we shall be entitled to deduct 3% discount, if we make payment within 30 days after receipt of the goods, we can deduct 2% discount. If the invoice arrives later than the goods, the calculation of the discount period shall be based on the date of receipt of the invoice.

### 4. Assignment / Setting off / Company Setoff Clause

- 4.1 Without our prior written consent, which may not be unreasonably refused, Supplier shall not be entitled to assign receivables vis-à-vis us or have them collected by a third party. If, contrary to sentence 1, Supplier assigns its receivables vis-à-vis us to a third party without our consent, the assignment shall nonetheless be effective. However, we may then choose to make payments either to Supplier or the third party with discharging effect.
- 4.2 Supplier is authorized neither to hold back deliveries or achievements nor to set off against claims, unless they are undisputable or legally binding.

### 5. Delivery periods, deadlines

Agreed deadlines are binding. If not otherwise expressly agreed, delivery deadlines start with order. If Supplier recognizes that it is unable to meet agreed delivery dates or deadlines it must advise us immediately in writing. If Supplier is forced to exceed deadlines for reasons beyond the control of Supplier or Supplier's subsuppliers, Supplier shall inform us of this without delay in writing. If Supplier fails to inform us of this, Supplier can only argue that these reasons were beyond its control if the reasons and their delaying effect were evidently known to us.

### 6. Quality / Scope of supply

- 6.1 Supplier is aware that we manufacture mainly for the automobile industry and that the parts to be supplied must consequently meet auto industry standards. Supplier shall ensure that the quality of the products complies with the state of the art and shall inform us of potential for improvement or technical modification. Supplier shall install and maintain a state of the art documented quality assurance system of suitable type and scope. Supplier shall keep records in particular of its quality inspections and make these available to us on request. Supplier herewith agrees to quality audits being performed by us or our representative to assess the efficiency of Supplier's quality assurance system. Supplier is obligated to maintain adequate liability insurance coverage, which in particular covers the risk of recall costs.
- 6.2 Assembly, operating and storage instructions in German shall be included by the supplier in supply at no additional charge. The same applies to maintenance and repair documents. We are entitled to copy these instructions and documents, to use them to procure spare parts and to edit them.

### 7. Warranty claims

- 7.1 Supplier warrants that its supply conforms to the specification. If no specification has been defined, Supplier warrants that its supply - also after processing by us if applicable - is fit for the use specified in the contract, or otherwise for general use and exhibits the kind of properties which can be expected on the basis of the quality requirements set out in Section 6.
- 7.2 Warranty period shall commence upon complete delivery of the scope of supply or services, including capital goods and machines, or if an acceptance inspection has been agreed, after such inspection.
- 7.3 The statute of limitations (Section 438 German Civil Code (BGB)) shall apply for claims under liability for defects, unless a different limitation period is specified in the order. For repaired or replaced parts within warranty the limitation period starts anew with the replacement or completion of repair.
- 7.4 All defects of which notice is given within the period of limitation shall be remedied by Supplier without delay at no cost to us. We can demand that Supplier supplies non defective goods instead of removing the defect. The costs of remedying goods or of supplying replacements, including all incidental costs (e.g. freight) shall be borne by Supplier. If Supplier does not begin to remedy the defect immediately or fails to do this in accordance with the contract, or if the circumstances are urgent, we shall be entitled to carry out the necessary measures at Supplier's expense. In particular we may replace damaged parts, have them replaced by third parties or procure replacements from third parties. This shall not affect statutory rights of withdrawal, purchase price reduction or compensation for damages, in particular also in the event of a recall.

- 7.5 Supplier shall not object on the grounds of delayed notification (Section 377, Commercial Code (HGB)) for all other than obvious defects.
- 7.6 If we take back products manufactured or sold by us as a result of defects in the contractual object supplied by Supplier, or if the purchase price paid by customers to us has been reduced for this reason, or other claims have been made against us by our customers, we shall have recourse against Supplier without having to set a deadline even if this would otherwise be required. We can demand reimbursement for any expenses incurred in the relationship with our customers.
- 7.7 Notwithstanding the provisions in Section 7.3., in the cases specified in Section 7.6 limitation is coming into effect at the earliest 2 months after the time at which we have settled the claims vis-à-vis our customers, but no later than 5 years after delivery by Supplier.
- 7.8 If a defect is detected within 6 months after transfer of risk, it is assumed that the delivery item already has been defective at the time risk was transferred, unless this assumption is incompatible with the type of delivery item or the type of defect.
- ### 8. Third party industrial property rights
- Supplier guarantees that the contractual use of the objects of supply will not infringe third party industrial property rights. If infringement occurs, Supplier shall indemnify us from all claims made against us by third parties due to infringement of industrial property rights.
- ### 9. Drawings, design documents, tools
- 9.1 Drawings and other documents, equipment, models, tools and other production appliances placed at Supplier's disposal remain our property. Ownership of tools and other production appliances paid for by us shall be transferred to us upon payment, unless otherwise agreed in the tool-contract. Such tools and appliances shall be properly stored, carefully handled and appropriately insured by Supplier for us. We can demand the handover of tools and production appliances owned by us at any time. The afore mentioned objects may not be scrapped without our written consent.
- 9.2 All drawings, documents, equipment, models, tools and other production appliances manufactured to our specifications or paid for by us may not be made available to third parties. They may not be used for any purpose other than that contractually agreed, e.g. for deliveries to third parties. They shall be kept in a safe place by Supplier for us at Supplier's expense.
- ### 10. Rescission
- 10.1 Subject to the rights in the event of behavior by Supplier constituting breach of contract, we are entitled to rescind the contract in whole or part without specifying reasons. In this event, we are obligated to pay for all supplies and/or services rendered to that time and to provide appropriate compensation for procured materials and work performed; this regulation is supplemented by Section 649, p. 2, 2nd half sentence of the German Civil Code (BGB).
- 10.2 We shall also be entitled to rescind the contract if a deterioration in Suppliers assets occurs.
- 10.3 By exercising the right of withdrawal we shall be entitled to purchase materials and/or semi-finished products from Supplier, including any special utilities, at appropriate conditions.
- ### 11. Place of performance, place of jurisdiction
- Place of performance for all supplies/services shall be the place of receipt indicated by us. Our registered office shall be place of jurisdiction. We are also entitled to sue the Supplier at his general venue.
- ### 12. Applicable law
- The legal relations between Supplier and us are governed by the law of the Federal Republic of Germany excluding the regulation on the United Nations' convention concerning agreements in respect of the international purchase of goods (CISG).
- ### 13. Prohibition of advertising, secrecy
- 13.1 The use of our inquiries, purchase orders and related correspondence for advertising purposes requires our express prior consent in writing.
- 13.2 Supplier shall maintain secrecy vis-à-vis third parties in respect of all operational events, facilities, plants, documents etc. used at our premises or those of our customers which become known to Supplier in connection with its activities for us, also after submission of the corresponding offers and after completion of the contract. Supplier shall impose corresponding obligations on its agents.
- ### 14. Severability, storage of Supplier's data
- 14.1 Should individual provisions of the conditions become entirely or partly invalid, the remaining provisions shall remain valid.
- 14.2 We point out to Supplier in accordance with Section 33 of the Federal Data Protection Act (BDSG) that we will store personal data on the basis of the Federal Data Protection Act for our own purposes.

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