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1. General

- 1.1 All agreements and quotations relating to companies and corporate bodies and separate entities under public law are subject to our terms and conditions as set out below. In every case, they will be considered to have been acknowledged with the placing of an order or by the acceptance of goods or services. Any buyer who has acknowledged these conditions simultaneously acknowledges that they also apply to him in respect of future orders, call-offs or acceptances. Unless determined otherwise in special contractual conditions, the provisions set down in law will apply exclusively to our business relationships with consumers. We are not prepared to participate in and not obliged to take part in a dispute settlement procedure within the meaning of the Consumer Dispute Settlement Act (VSBG) (§ 36 VSBG).
- 1.2 Any terms or conditions of the buyer or customer at variance with our own, which are not acknowledged by us in writing, will not be binding on us even if we have not expressly countermanded them. In the event that the buyer bases his order on other terms and conditions, we will only accept the order subject to our General Terms and Conditions of Business. In particular, we will only supply the ordered goods to the buyer under the provisions for the extended retention of title laid down in Article 6, without exception, and fulfill our duty to transfer title thereto only in accordance with those provisions.
- 1.3 Orders will only be deemed to have been accepted when we have confirmed them in writing or by fax or e-mail with a qualified electronic signature.
- 1.4 For the rest, all agreements and legal declarations must be in written form.

2. Period for delivery/provision of services

- 2.1 The period for the delivery of goods or the provision of services will be deemed to have been agreed only as an approximation. It will begin on the day of dispatch of the confirmation of order and will be considered to have been met if the goods have left the factory/warehouse or their readiness for dispatch has been notified, or the provision of the service has been offered, by the end of the said period. The notification or offer is to be made in writing.
- 2.2 In the event of a premature delivery, this date shall be decisive, rather than the originally agreed date.
- 2.3 We reserve the right to make correct, on-time deliveries without prior notification.
- 2.4 The period for the delivery of goods or the provision of services shall be appropriately extended (even in the case of a delayed delivery/service provision) in the event of unforeseen obstacles arising which we have been unable to avert, despite taking reasonable care in accordance with the circumstances of the case, irrespective of whether affecting us or our subcontractors, e.g. operating disruptions, official interventions, industrial disputes, delays in deliveries of essential raw materials, components, subassemblies and commercial goods. The same also applies in cases of strikes and lock-outs. We will notify the purchaser of such obstacles although being under no obligation to do so. In such eventualities, we will in every case be entitled to make part deliveries or to withdraw from the contract. In this case, claims for compensation by the buyer are excluded under the terms of Article 8.
- 2.5 In so far as special agreements are not affected hereby, the period for a delivery or the provision of services will be extended to a reasonable extent in the event of later amendments to the contract which could influence the said period.
- 2.6 If the period for delivery or the provision of services (including extensions) is exceeded by more than three months, the buyer will only be entitled to withdraw from the contract if the goods or

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services have not yet been supplied. Claims for compensation by the buyer are excluded under the terms of Article 8.

- 2.7 The provisions laid down in Article 2 apply analogously to collection periods and dates. Failure to make collections on time will lead to delayed acceptance on the part of the buyer and/or customer.

3. Prices

- 3.1 Orders for which fixed prices have not been expressly agreed (and in the absence of any such prices) will be invoiced at our list prices effective on the date of delivery or the provision of the service, at our discretion.
- 3.2 We will also be entitled to charge turnover tax at the applicable official rate.
- 3.3 In every case, moreover, the costs of packing, carriage, postage and insurance will be invoiced, together with travel expenses and additional subsistence allowances. The same applies to any additional costs incurred by agreed part-deliveries, the partial provision of services and deliveries or services provided by express facilities.
- 3.4 The following applies even in the event of expressly agreed fixed prices. If a change occurs in the prices for raw materials, secondary materials or wage rates within the period for delivery or the provision of services (see Article 2 above), we will be entitled to set new prices at our discretion.

4. Payments

- 4.1 Our bills are due for payment on receipt of invoice or the equivalent statement of account and are to be paid immediately. The buyer will fall into arrears if payment has not been made within 30 days of receiving the invoice or equivalent statement, or 30 days after the due date and receipt of our goods or services at the latest. The allowance of a period for payment of up to 30 days does not affect this stipulation. If we allow a period of grace for payment which exceeds 30 days, the buyer will fall into arrears if payment has not been made by the time this period expires.
- 4.2 During the period of arrears, interest will be charged on amounts payable at 8 percentage points above the respective base rate published by the German Federal Bank (Deutsche Bundesbank). Instead of this interest rate, we will be entitled to charge interest at the higher rate for overdrafts charged by our own bank (including overdraft commission) if, during the period of arrears on the part of the buyer, we are obliged to operate on bank credit of at least the same amount as our respective account receivable. A claim for further damages on our part is not excluded thereby.
- 4.3 Bills of exchange will only be accepted as an exception and by agreement, and then only on a case-by-case basis and by way of fulfilment, without any guarantee against their being protested and subject to the condition that they can be discounted and subject to the exclusion of any extension of time for payment of the invoiced amount. In the event of any arrears of payment (see Clause 4.1), we will be entitled at any time to demand payment against return of the bill of exchange. If the financial circumstances of the buyer or the drawer or the acceptor of the bill or one of its endorsers deteriorate, thereby posing a risk to the fulfilment of our requirement for payment, we may demand immediate payment by the buyer of the sum due and, instead of returning the bill of exchange, retain it for a reasonable period of time to be set by us as an adequate form of surety.
- 4.4 Any arrears of payment (see Clause 4.1), including arrears from earlier orders, will entitle us to withdraw from the contract without warning or prior notice and to claim compensatory damages. This will also apply if the above-mentioned surety is not furnished within the specified time.
- 4.5 We will be entitled to reject any obligation to the buyer to supply goods or factory services or other services if, after the contract has been concluded, it becomes evident that our claim for payment therefor is put at risk by a lack of ability to pay on the part of the buyer. Our right of refusal to

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supply will not apply if our requirement for payment is met or a surety therefor is furnished. We will also be entitled to determine a reasonable period of time for the buyer to settle our bill by making payments or furnishing sureties therefor in stages, whichever he chooses.

4.6 In the case of counterclaims which have not been acknowledged by us in writing or established as valid in law, the buyer may neither offset payment nor assert any right of retention on account of the said claims.

5. Transfer of risk, dispatch and transport

5.1 If the goods are collected by the buyer or dispatched to him, the risk of their accidental destruction or deterioration will pass to the buyer on their being supplied to our transport contractor or on leaving the factory or warehouse at the latest, irrespective of whether the dispatch takes place from the place of fulfilment and who is paying the costs of transport. A collection by the buyer will also be deemed to have taken place if the buyer appoints us as the transport contractor. If the goods are ready for dispatch and shipment or collection is delayed for reasons for which we are not responsible, the risk will pass to the buyer on receipt by the buyer or the customer of the notification of readiness for dispatch.

5.2 We will be entitled, but not obliged, to undertake packing and dispatch. When we do so, this will be at our discretion.

6. Retention of title

6.1 Delivered goods will remain our property until all the debts arising out of the business relationship between us and the buyer are paid in full. The suspension of individual debts within a running account and the striking of a balance and its acknowledgement will not affect our retention of title. As payment, only the unqualified receipt by us of the entire amount due will be deemed valid.

6.2 The buyer will be entitled to dispose of the reserved goods in the normal course of business but will not be permitted to pledge them or assign them as a form of surety. The buyer has a duty to protect our rights on the resale of reserved goods on credit.

6.3 The debts owed to the buyer from the disposal of the reserved goods are to be assigned to us immediately by the buyer and we will accept the said assignment. Irrespective of the assignment and our right to collect the debt, the buyer will be entitled to collect the debt so long as he is not in arrears in meeting his liabilities to us (see Clause 4.1) or in financial difficulties. At our request, the buyer is to supply us with the necessary information about the assigned debts to permit their collection, and to notify the said assignment to his debtors accordingly.

6.4 Any processing of the reserved goods whatsoever will be undertaken by the buyer on our behalf without this incurring any obligations on our part as a result. If the reserved goods are processed, combined or mixed with other goods not belonging to us, we will be entitled to the resulting co-ownership of the new article in proportion to the value of the reserved goods relative to the other processed goods at the time they were processed, combined or mixed. If the buyer acquires sole ownership of the new article, the parties to the contract agree that the buyer will grant us co-ownership of the new article in proportion to the value of the reserved goods relative to the processed, combined or mixed goods and maintain this for us free of charge.

6.5 If the reserved goods are disposed of with other goods, whether without or subsequent to processing, combining or mixing, the advance assignment of the debt agreed above will apply only to the value of the reserved goods disposed of in association with the other goods.

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- 6.6 The buyer is to inform us immediately of any attachment measures by third parties affecting the reserved goods or the assigned debts and provide us with the documents necessary for intervention purposes.
- 6.7 We undertake to release sureties furnished to us in accordance with the foregoing provisions at the buyer's request and our discretion to the extent that the value exceeds the secured debts by 20%.
- 6.8 If it becomes evident after the concluding of the contract that our claim for payment is put at risk by the lack of ability to pay on the part of the buyer, we will be entitled to demand the return of the reserved goods to us. The same applies in the event of arrears of payment (see Clause 4.1) by the buyer or with the coming into existence of the provisions laid down in Clause 4.4. A request for the return and recovery of the reserved goods or the co-ownership to which we are entitled under Clause 6.4 shall be deemed to be a withdrawal from the contract.
- 6.9 In the event that our retention of title is adversely affected by the culpable behavior of a third party (this also includes agents or employees of the buyer), the buyer is to assign any resulting claims for compensation against the said third party to us, regardless of the ongoing liability of the buyer, in every case. We will accept this assignment.
- 6.10 If we take back delivered goods on the basis of our retention of title, all the costs thus incurred are to be borne by the buyer, particularly the costs of transport, inspection and refurbishment. This apart, we will credit the buyer with the value of the recovered goods at the time of their return. The said value will be determined by us at our discretion.
- 7. Guarantee, liability and complaints**
- 7.1 Guarantee claims will only be considered if a defect occurs despite the goods being used, stored or transported in a suitable, proper and prescribed manner. If certain goods are to be used as built-in components, they must first have been tested by the buyer for the intended purpose, in an appropriate manner and for a reasonable period of time, without any complaints. The burden of proof that the conditions laid down in this clause have been met rests with the buyer.
- 7.2 We offer no guarantee or liability if goods are used, stressed, stored, transported etc. in a manner which is not generally normal if we have not been notified accordingly by the buyer in writing and have not committed ourselves expressly thereto in writing. In addition, we exclude any liability whatsoever for official permits, restrictive conditions, regulations, etc. in a similar manner, both inside and outside Germany.
- 7.3 If the goods are defective or lack guaranteed properties, or a defect arises within the guarantee period and a claim under guarantee on the part of the buyer in respect of the said defect is not excluded by the terms of clause 7.1 or 7.2, the following will apply:
We are obliged to – at our discretion - replace or repair the defective proportion of the goods. In case of delivery of a replacement for the defective good we are obliged to reimburse the purchaser for the necessary expenditures for the demounting of the defective good and the reinstallation of the repaired good or defect-free replacement good. In case the rework is done by us this comprises the demounting of the defective good and the reinstallation of the repaired good or the delivered defect-free replacement good at our expense. In case the expenditures for the demounting of the defective good and the reinstallation of the repaired good or the delivered defect-free replacement good are unreasonably high we are entitled to reduce the reimbursement of such expenditures to a reasonable amount.
- 7.4 A time limit of one year will be allowed for the notification of hidden defects.

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- 7.5 If the buyer is engaged in commerce, the following applies. The discovery of defects must be notified to us immediately or within ten days of receipt at the latest in the case of visible defects, or immediately on the discovery of hidden defects. In addition, the buyer has a duty to inspect the goods immediately for obvious transit damage and to determine the nature and extent thereof, and to inform us of the irregularity without delay. In every case, the notification of the defect or complaint must be in writing. If the notification is not made in the correct manner or within the specified time limit, the goods will be considered to have been approved.
- 7.6 The guarantee period is 1 year, commencing with the delivery of the goods to the buyer or on the date on which they could have been delivered if the delivery had not been delayed for a reason falling within the responsibility of the buyer.
- 7.7 If the buyer sets us a reasonable period of grace and we allow it to elapse without replacing the goods or rectifying the defect, or if the repair comes to nothing, the buyer will have the right, at his discretion, to reduce our charge or to withdraw from the contract, but only subject to a definitive technical explanation therefor. In such cases, claims for compensation on the part of the buyer are excluded under the terms of Article 8.
- 7.8 We accept liability for replacements and repair work to the same extent as for the goods originally supplied but the original guarantee period will not start afresh. Instead, the matter associated with replacements and repair work will rest there.
- 7.9 Any claim for compensation whatsoever in respect of accidents involving vehicles in which our vehicle parts are mounted is excluded under the terms of Article 8, irrespective of the cause.
- 7.10 Any repairs to the goods (even if only attempted) by a third party or the buyer or customer, which are carried out without our written approval, will invalidate any claim under the guarantee whatsoever. This will not apply if the buyer can prove that a defect in the goods is not attributable to the aforesaid activity.
- 7.11 We exclude any claim for compensation by the buyer for services provided by us under the terms of Article 8.
- 8. Claims for compensation**
In so far as we exclude claims for compensation by the buyer, this does not relate to claims resulting from loss of life, physical injury or harm to the health as a consequence of a negligent breach of duty on our part or a malicious breach of duty by one of our legal representatives or vicarious agents, or to claims resulting from a grossly negligent breach of duty on our part or a malicious or grossly negligent breach of duty by one of our legal representatives or vicarious agents.
- 9. Period of limitation**
Claims for compensation by the buyer will become barred by the statute of limitations after one year unless we have behaved fraudulently or the case is covered by Article 8.
- 10. Place of fulfillment**
The place of fulfillment shall be Eggstätt or Regensburg, whichever we choose.
- 11. Applicable law and legal venue**
- 11.1 The law of the Federal Republic of Germany is to be applied exclusively to the legal relationship between the buyer or customer and ourselves.
- 11.2 If the buyer or customer is engaged in commerce or is a corporate body or separate entity under public law, the legal venue shall be Regensburg or Regensburg, whichever we choose.

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11.3 As regards commercial cross-border transactions, the United Nations Convention on Contracts for the International Sale of Goods will apply, subject to the proviso that the particular provisions laid down in our General Terms and Conditions of Business shall take precedence, particularly in respect of delivery times, prices, payments, the transfer of risk, dispatches and transport, the retention of title, the guarantee, liability and complaints, other claims for compensation and the place of fulfilment.

12. **Saving clause**

If any of the foregoing provisions is legally invalid, either wholly or in part, the legal validity of the other provisions will remain unaffected thereby.