

General Terms and Conditions of Purchase

1. Validity

1.1 All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. They are an integral part of all contracts which we conclude with our suppliers for the deliveries or services offered by the latter. They shall also apply to all future deliveries, services or offers made by us, even if they are not separately agreed again.

1.2 Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter which contains or refers to the terms and conditions of business of the supplier or a third party, this does not constitute an agreement to the validity of those terms and conditions.

1.3 Legally relevant declarations and notifications of the supplier with regard to the contract must be made in writing, i.e. in written or text form (e.g. by letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

2. Orders and contracts

2.1 Unless our offers expressly contain a binding period, we shall be bound by them for five working days after the date of the offer. The receipt of the declaration of acceptance by us shall be decisive for timely acceptance. A delayed acceptance shall be deemed to be a new offer and shall require acceptance by us.

2.2 We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice of at least seven calendar days before the agreed delivery date. The same applies to changes in product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional effort, whereby in these cases the notification period in accordance with the previous sentence is at least 30 calendar days. In this context, the effects, in particular with regard to the additional or reduced costs as well as the delivery dates, are to be settled appropriately by mutual agreement.

2.3 We shall be entitled to withdraw from the contract at any time by written declaration stating the reason if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense due to circumstances for which the supplier is responsible and which have occurred after the conclusion of the contract (e.g. failure to comply with legal requirements) or if the supplier's financial circumstances deteriorate after the conclusion of the contract to such an extent that performance in accordance with the contract cannot be expected.

3. Prices, terms of payment

3.1 The price stated in the order is binding. All prices are inclusive of statutory value added tax, unless this is shown separately.

3.2 Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

3.3 The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice, unless otherwise agreed. If we make payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice, unless otherwise agreed. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

3.4 We do not owe any interest on arrears. The statutory provisions shall apply in the event of default in payment.

3.5 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective services against the supplier.

3.6 All order confirmations, deliveries and invoices must state our order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and processing by us is delayed as a result in the normal course of business, the payment deadlines stated in clause 3.3 shall be extended by the period of the delay.

4. Delivery time and delay in delivery

4.1 The delivery time (delivery date or period) stated by us in the order or otherwise applicable according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are only permissible with our prior consent. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met.

4.2 If the date on which the delivery must be made at the latest can be determined on the basis of the contract, the supplier shall be in default on expiry of this date without the need for a reminder from us.

4.3 If the supplier does not perform or does not perform within the agreed delivery period or if he is in default, our rights - in particular to rescission and compensation for damages - shall be determined in accordance with the statutory provisions. The provisions in clause 4.4 remain unaffected.

4.4 In the event of delays in delivery, we shall be entitled - in addition to further statutory claims - to demand a contractual penalty of 0.5% of the net price for each week or part thereof of the delay in delivery, but not more than a total of 5% of the net price of the goods delivered

late. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.

4.5 The supplier is not entitled to make partial deliveries without our prior consent.

4.6 Even if shipment has been agreed, the risk shall not pass to us until the goods have been handed over to us at the agreed destination. Insofar as acceptance has been agreed

this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to the acceptance.

5 Liability for defects, warranty claims

5.1 In the event of defects, we shall be entitled to the statutory claims without limitation. In particular, we are entitled, at our discretion, to demand rectification of the defect or delivery of a defect-free item or compensation for damages. The warranty period shall, however, be 36 months, notwithstanding the foregoing.

5.2 In the event of imminent danger, we shall be entitled to remedy the defect ourselves at the supplier's expense after notifying the supplier accordingly.

5.3 Deviations in quality and quantity shall be deemed to have been notified in good time if we notify the supplier of them within five working days of receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time if the supplier is notified within five working days of discovery.

5.4 We do not waive warranty claims by accepting or approving samples or specimens submitted.

5.5 Upon receipt of the written notification of defects by the supplier, the limitation of warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start anew unless we had to assume from the supplier's conduct that the supplier did not commit to the measure but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

6. Quality and Documentation

6.1 The supplier shall comply with the recognised rules of technology, the safety regulations and the agreed technical data for his deliveries. Changes to the delivery item require our prior written consent. For the initial sample inspection, reference is made to the VDA document "Assuring the Quality of Deliveries - Supplier Selection/Production Process - and Product Release/Quality Performance in Series Production". Irrespective of this, the supplier shall constantly check the quality of the delivery items. The contracting parties shall inform each other about the possibilities of quality improvement.

6.2 If the type and scope of the tests as well as the testing equipment and methods are not firmly agreed between the supplier and us, we shall be prepared, at the supplier's request, to discuss the tests with him within the scope of his knowledge, experience and possibilities in order to determine the respective required state of testing technology. Furthermore, we shall inform the supplier about the relevant safety regulations upon request.

6.3 In the case of motor vehicle parts specially marked in the technical documents or by separate agreement, e.g. with "D", the supplier must also record in special records when, in what manner and by whom the delivery items have been tested with regard to the features requiring documentation and what the results of the required quality tests were. The test documents shall be kept for ten years unless otherwise agreed and shall be submitted to us if required. The supplier must oblige sub-suppliers to the same extent within the framework of the legal possibilities. As a guideline, reference is made to the VDA document "Verification - Guideline for the Documentation and Archiving of Quality Requirements".

6.4 Insofar as authorities responsible for motor vehicle safety, exhaust gas regulations or similar demand insight into the production process and our test documents for the purpose of verifying certain requirements, the supplier agrees, at our request, to grant them the same rights in his company and to provide all reasonable support in this respect.

7. Product liability

7.1 The supplier undertakes to indemnify us (as well as any company affiliated with us) against any liability towards third parties or liability claims of third parties arising from the manufacture, delivery or storage of the products (product liability). He is obliged to reimburse us for any payments made in settlement of justified claims. The obligation to indemnify and reimburse shall not apply if the underlying event is demonstrably due to grossly negligent or intentional misconduct on our part or on the part of one of our employees, representatives, vicarious agents or companies affiliated with us. The supplier is obliged to inform us immediately of any legal action brought against him or the assertion of claims and to provide us with all relevant documents at our request.

7.2 The supplier undertakes to maintain, at its own expense, comprehensive liability insurance, including product liability, with a reputable insurance company with a sum insured of at least EUR 3,000,000 per claim. Such insurance shall extend to affiliated companies of the supplier insofar as they are involved in a service covered by these General Terms and Conditions of Purchase. The supplier shall send us a copy of the liability policy at any time upon request.

8. Property rights

8.1 The supplier warrants in accordance with clause 1.1 that the products supplied by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured.

8.2 The supplier is obliged to indemnify us against all claims made by third parties against us for the infringement of industrial property rights referred to in clause 8.1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier

proves that it is neither responsible for the infringement of industrial property rights nor that it could have recognised the infringement at the time of delivery if it had exercised due commercial care.

8.3 The contracting parties undertake to inform each other without delay of any infringement risks and alleged cases of infringement that become known and to give each other the opportunity to counteract corresponding claims by mutual agreement.

8.4 Upon our request, the supplier shall inform us of the use of published and unpublished proprietary and licensed property rights and property right applications relating to the delivery item.

9. Secrecy

9.1 The supplier undertakes to treat all commercial and technical details which are not in the public domain and which become known to him through the business relationship as business secrets and to use them only for the execution of the order.

9.2 Drawings, models, templates, samples and similar objects may not be handed over or otherwise made accessible to unauthorised third parties. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions.

9.3 Sub-suppliers shall be obliged accordingly.

9.4 The supplier may only advertise with their business relationship with prior written consent and may not exhibit delivery items manufactured for us.

10. Use of tools and models; confidential information

10.1 We reserve the ownership or copyright to the orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, copies made by the supplier must be destroyed; the only exceptions to this are storage within the framework of statutory retention periods and the storage of data for backup purposes within the framework of normal data backup.

10.2 Tools and models which we make available to the supplier or which are manufactured for contractual purposes and which are separately invoiced to us by the supplier shall remain our property or shall become our property. The supplier shall identify them as our property, keep them in safe custody, insure them to a reasonable extent against damage of any kind and use them only for the purposes of the contract. The costs of their maintenance and repair shall be borne by the contracting parties - in the absence of any other agreement - in equal parts. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use on the part of the supplier, his employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to these tools and models which is not merely insignificant. Upon request, he shall

be obliged to return them to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.

11. Retention of title

Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

12. Assignment

The supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

13 Place of performance, place of jurisdiction, applicable law

13.1 The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods) is excluded.

13.2 The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office. However, we are also entitled in all cases to bring an action at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.



Kettling GmbH & Co. KG
Registered office: Lennestadt, Local Court Siegen - HRA 9450

Personally liable partner:
Kettling Gesellschaft mit beschränkter Haftung
Registered office: Lennestadt, Local Court Siegen – HRB 12295

Managing Director: Dipl. Ing. Jörg P. Blecher