



NBHX Trim GmbH

General Terms and Conditions of Purchase

1 General Information

- 1.1 Our Purchase Terms and Conditions apply to all current and future contracts and other relationships of the parties in association with our purchases.
- 1.2 Divergent, contrary or supplementary terms and conditions of our partners become subject terms of contract only when they correspond with our Terms and Conditions of Purchase or we expressly recognize in writing the terms and conditions of the contracting party. These Terms and Conditions of Purchase also apply when we accept or pay for a delivery by the contracting party without objection even when we have knowledge of contrary or divergent terms and conditions of the contracting party.
- 1.3 Our terms and conditions of purchase and supply apply to all services provided to us independent of their legal nature. They apply to purchase contracts, contracts for work, services and consulting contracts, contracts for work and materials as well as for combined contracts.
- 1.4 Oral ancillary agreements are valid only upon our written confirmation. All amendments to these terms and conditions of purchase and supply must be in writing; any amendment to this requirement must also be made in writing.

2 Contract Formation

- 2.1 Offers of the contracting party are free of charge and binding unless otherwise agreed. Any deviations between the offer and the specifications of the request or the order must be expressly referred to in writing.
- 2.2 The contracting party is to send us the order confirmation – including the order number, price, quantity and delivery date – to be received by us within 14 days of the order date. If the contracting party does not accept the order within the named time period as of receipt, we are entitled to rescind.
- 2.3 Agreements, contracts (order and acceptance) as well as amendments and supplements must be in writing. Orders and amendments to price and quantity require the written confirmation of our purchase department unless it involves an emergency order, e. g. emergency repairs. Such orders can also be confirmed by electronic data transfer or other machine-readable data carriers.
- 2.4 The contracting party may grant subcontracts only with our prior written consent.
- 2.5 If a contracting party ceases payments or files a petition for insolvency, the other party is entitled to withdraw from the not yet performed part of the contract without prejudice to other rights.

3 Prices

- 3.1 The price indicated in the order is binding.
- 3.2 Offer details are to be made in the form specified by us.
- 3.3 Where orders are made without price information, contract formation requires an express agreement between the two parties as well as our written confirmation thereof by the purchase department.
- 3.4 Price increases including additional delivery costs (transportation, insurance, surcharges, customs, taxes, etc.) or other amendments are permissible only with the express consent of our purchase department. In particular, price increases as result of subsequent increases of list prices are not permissible without the express confirmation of the purchase department.
- 3.5 Within reason, we may request changes or supplements to the delivery item or to the service with regard to definition, construction and/or design. The contracting party is obliged to suggest to us changes that it considers necessary or beneficial with regard to successful contract performance. After our written confirmation, the contracting party is to implement the changes within a reasonable time. We are to be informed by the contracting party in writing of the effects of changes, in particular additional or lower costs and completion date risks on the basis of the calculation; all related decisions are to be made by common consent. If an agreement cannot be reached within a reasonable time, we will make a decision at our fair discretion.

4 Invoice, Term, Payment

- 4.1 Invoices shall be submitted containing the order number, delivery address, supplier number, part number, part designation, number of parts and individual price as well as the quantity per delivery, without copies. VAT is to be shown separately.
- 4.2 Payment terms begin to run after receipt of the contractual services and of a proper and verifiable invoice in accordance with Article 4. If contractual services are delivered early, however, the payment term begins to run at the time of the contractual delivery date. The selection of the payment means (credit note, note, etc.) remains in our discretion, however, unless otherwise agreed, payment will be either through bank transfer or cheque.
- 4.3 Unless otherwise agreed, we shall pay the delivery price upon receipt of a proper and verifiable invoice with a 3 % discount if payment is made within 14 days, or net if payment is made within 40 days after delivery.
- 4.4 Discounts are permissible even in cases of setoffs or assertion of rights of retention.
- 4.5 In the event of non-recurrent expenses within the scope of awarding production parts, 50 % will be paid upon a successful initial sample inspection and 50 % at the start of production (SOP). Payment for tools ordered directly by the NBHX Trim is made in three equal portions. The invoicing of the contracting party for the first portion is made upon nomination, the second portion upon a successful mould proving, and the third portion upon successful initial sample inspection by the customer. We receive pro rata ownership rights upon payment of the first portion for the ordered tool, and with every additional payment a corresponding proportion of ownership. The basis of payment is always a proper and verifiable invoice.
- 4.6 When ordering tools, we reserve the right to make payment of the first portion dependent on the provision of a bank guarantee for this amount by the contracting party.
- 4.7 Payment does not imply recognition that the delivered product is free of defects, or was delivered in a timely manner or was complete unless we otherwise state in writing. In the event of defective deliveries, we are entitled to retain a proportional share of payment until proper performance.
- 4.8 In the event of proper contract termination, the contracting party assures the timely return of funds not used for the necessary performance as well as the designs, drawings, samples, models, tools, parts, machines and facilities produced up to that time. The contracting party bears the burden of proof for the use of funds.
- 4.9 Without our prior written consent, the contracting party is not entitled to assign receivables owed by us or to cause them to be collected by third parties. In the event of an extended reservation of title, consent is considered issued. The provisions of § 354a German Commercial Code (HGB) remain unaffected.
- 4.10 The contracting party is entitled to make setoffs against our claims to payment or to assert a right of retention if its receivables are undisputed or if its claim is effective. We are entitled to set off receivables of the contracting party with payables owed by the contracting party to an affiliated entity as defined by § 15 Company Act (AktG). We are also entitled to set off our receivables against receivables owed to the contracting party by an affiliated entity as defined by § 15 AktG.

5 Delivery Dates, Delivery Quantity, Delay in Delivery

- 5.1 Requests for delivery and services as well as amendments and supplements thereto must be made in writing. The writing requirement is satisfied by both electronic data transfer or other machine-readable data carriers.
- 5.2 Agreed delivery dates are binding. Unilateral changes thereto by the contracting party are not permissible. Requests for delivery become binding at the latest two weeks after receipt when the contracting party does not object within this time period.
- 5.3 Delivery dates are adhered to only when the delivery is received in a timely manner at the place of delivery specified by us. Where the delivery includes assembly or installation, timeliness is satisfied only when assembly or installation and acceptance by us is completed in due time. We are not liable for the accidental loss or accidental deterioration of excess deliveries or early deliveries. With such



NBHX Trim GmbH

General Terms and Conditions of Purchase

deliveries we retain the right to return the goods to the contracting party at its risk, or to store the goods at its risk and cost.

- 5.4 For call orders, we determine the quantity of individual delivery and performance calls and the call dates for partial deliveries. Notifications on probable needs or on probable call amounts do not establish an obligation to purchase. Delivery schedules may also be made via electronic transmission in accordance with valid standards in the automobile industry. Partial deliveries not confirmed or called by us are not timely deliveries or performance until the called quantity is fully received.
- 5.5 The contracting party is to inform us without delay of probable delivery and performance delays, including the reasons therefor. Upon failure to do so, we retain the right to automatically calculate flat-rate damages caused by delay as per § 5.7.
- 5.6 Unless the contracting party can establish our fault, we retain the right in the event of delayed delivery to demand a contractual penalty in the amount of 0.5 % of the agreed compensation per commenced week of delay, however, not more than a total of 5 % of the agreed compensation. Our statutory claims or other claims as per these purchase terms with regard to delayed deliveries are not affected by agreeing to or by asserting the contractual penalty.
- 5.7 In addition, in the event that the contracting party cannot establish our fault, we retain the right to assert flat-rate damages caused by delay as follows: 0.5 % of the agreed compensation per commenced week of delay, however, not more than 5 %. Irrespective thereof, we retain the right to demand a faster method of shipment as well as reimbursement of all resulting costs from the contracting party. Additional statutory and contractual claims remain unaffected.
- 5.8 The occurrence of a delay in delivery is independent of whether the delay was caused by the contracting party, its representative or vicarious agent.
- 5.9 In case of delay and after setting an appropriate grace period, we are entitled to demand damages in lieu of performance and/or to withdraw from the contract. We may assert these rights without notice if the contracting party refuses performance or if special circumstances are present that, upon consideration of mutual interest, justify the immediate assertion of damage claims.
- 5.10 If the called delivery or performance cannot be accepted or used because of force majeure or because of labour disputes such as strikes and lockouts etc., we are entitled to refuse acceptance and, upon exclusion of further claims, are simply to reimburse expenses.

6 Delivery Conditions

- 6.1 Place of delivery is the location indicated in our order unless otherwise expressly agreed to in writing.
- 6.2 Delivery condition is DDP (Incoterms 2000) including packaging and preservation to us or to a location named by us unless otherwise expressly agreed to in writing. In the event that delivery is DDP or if we assume shipping costs, we have at all times the right to change to a FCA delivery (Incoterms 2000) wherein the shipping costs are to be deducted from the delivery price. Our logistic delivery conditions are applicable in the version valid at the time of contract formation.
- 6.3 Compliance with the delivery date is irrespective of whether the delivery is per DDP or FCA, so that the goods must be made available for loading and sending in a timely manner when shipped FCA and the time for loading and sending must be taken into account.
- 6.4 The supplier is to assure shipping insurance for the delivery and to issue to the shipper a SVS/RVS prohibition.
- 6.5 If we expressly assume shipping costs, the contracting party is to select the most favourable shipping method with respectively the lowest costs if we do not expressly indicate the method of shipping. In the case of FCA deliveries, both we and the shipper selected by us are to be notified in a timely manner of the date, dimensions, place of loading and weight of delivery.
- 6.6 For each shipment of production material, a notification of delivery is to be made at the latest by 13:00 hours local time on the previous day per fax or email to the respective place of unloading with the parts numbers, designation, quantity of units and time irrespective of whether this is done by the contracting party or its vicarious agent (e. g. shipper). The usual opening hours for incoming merchandise are to be taken into consideration. A notification term of three work days applies for tools, forms, installations and machines. Non-notification or

non-observance of opening hours may lead to delays in unloading, the costs of which shall be borne by the contracting party.

- 6.7 The contracting party is responsible for compliance with our logistic delivery conditions in their current version, unless otherwise expressly agreed to in writing.

7 Packaging, Bill of Delivery, Proof of Origin

- 7.1 Delivered goods are to be packaged in a manner suitable to the goods and in a commercially acceptable manner or, upon our request and in accordance with our instructions, with special packaging. The contracting party is liable for damages resulting from defective packaging.
- 7.2 The contracting party bears the cost of packaging unless otherwise expressly agreed to in writing.
- 7.3 Shipment packaging is to be removed free of charge by the contracting party upon our request even if we requested delivery in the shipment packaging. If the shipment packaging is not removed after delivery or is not picked up within two weeks, we are entitled to return or dispose of the packaging materials at the cost of the contracting party.
- 7.4 Every delivery is to include two copies of a bill of delivery. Bills of delivery must include our shipment address, order number, order date, supplier number, delivery date and the contact person of the order as well as the delivered quantity and material number of each individual item. Partial deliveries or subsequent deliveries are to be designated accordingly. Loading units for production material are to be designated with VDA bills of delivery and VDA merchandise tags.
- 7.5 To the extent that the goods manufactured by the contracting party is intended for export, the contracting party is obliged to issue a written declaration on the origin of the delivered product using the form sheet provided by us. We are to be provided with this declaration at the latest upon the first delivery.
- 7.6 We are to be informed immediately and without request of the origin of new delivery items or of a change in origin. The contracting party is liable for all detriments resulting to us as a consequence of improper or delayed delivery of the supplier declaration. As required, the contracting party is to prove its information on the origin of merchandise through the use of an information form sheet of its customs office.

8 Quality Assurance, Testing

- 8.1 The contracting party is to comply with recognised rules of technology, safety regulations, agreed testing and agreed technical data for its deliveries. It guarantees the availability of information necessary to comply with domestic and foreign regulatory requirements. It is obliged to conform to our quality assurance standards for suppliers and service providers in the valid version. The supplier is to be certified in accordance with DIN ISO 9001 to 9004, TS16949 or other standard expressly approved by us in writing.
- 8.2 Supplier quality will be determined, inter alia, in a regular supplier evaluation. The basis of the evaluation is the requirements from the general terms and conditions, quality specifications, logistic specifications, service specifications and technical specifications. The contracting party must undertake all measures to comply with our technical and procedural service and quality criteria regardless of whether it uses the assistance of others in performance or quality assurance. This applies in particular to quality and service deficiencies that are determined within the scope of supplier evaluations, discussions on objectives or quality assurance procedures, and which are communicated to the contracting party. The contracting party bears the resulting costs.
- 8.3 In order to secure quality and time of delivery of supplier products, representatives of the NBHX Trim, its customers and the regulatory authorities have the right to access as well as to audit the facilities used for the order and affiliated documentation during normal business hours if this does not conflict with the urgent operational needs of the contracting party.
- 8.4 If regulatory authorities responsible for motor vehicle safety, emissions regulations and similar matters request access to the production process and testing documents in order to verify certain specifications, the contracting party consents, upon our request, to grant these



NBHX Trim GmbH

General Terms and Conditions of Purchase

regulatory authorities the same rights of access to its operations and to provide all reasonable support.

- 8.5 Modifications to the delivery item and to performance require our prior consent. The contracting party is to maintain written records for all products delivered to us, including when, in what manner and by whom the defect-free production was assured. These records are to be preserved for a minimum of 15 years and are to be provided to us upon request. Upstream suppliers are to be subject to the same requirements.
- 8.6 The costs of material testing performed by the contracting party are borne by the contracting party unless otherwise expressly agreed to in writing. If a contracting party fails to perform the testing and/or it is unable to provide proof of testing, we may elect, after providing notification to the contracting party, whether the test is to be performed by the contracting party or whether we will perform the test at the expense of the contracting party or whether a third party will perform the test at the expense of the contracting party. If the test can no longer be performed, the cost of substitute testing is borne by the contracting party.
- 8.7 With regard to the first sample test, reference is made to the VDA publication "Securing the quality of deliveries in the automobile industry – supplier evaluation, first sample test" Frankfurt am Main, the principles of which are incorporated into the contractual relationship. Upon our demand, the contracting party is obliged to provide a sample, a first sample test report, a specimen and/or data specifications. Irrespective thereof, the contracting party is to continuously review the quality of delivered goods or services. The contracting parties will mutually inform each other of opportunities to improve quality. In the event that we request a first sample or type sample, the contracting party may commence production of the delivery item only upon receipt of written approval by us.
- 8.8 Materials and objects whose nature, condition or characteristics may represent a danger to the life and health of persons, to the environment as well as for objects and, based on regulations, are therefore subject to special treatment in regard to packaging, transport, storage, use, waste disposal etc. require that the contracting party provide us with a completed safety data sheet based on the valid toxic material regulation as well as a current accident instruction sheet or corresponding declarations of equal value. The contracting party shall inform us of any related changes on its own accord.
- 8.9 If the nature and scope of the tests as well as the testing instruments and methods are not subject to an agreement between us and the contracting party, we are prepared to discuss the test with the contracting party, and upon its request, within the framework of the contracting party's knowledge, experience and options in order to determine the necessary state of testing technology. In addition and upon the request of the contracting party, we will inform the contracting party of relevant safety regulations.

9 Acceptance

- 9.1 If the order includes the additional services of installation or assembly of the delivery item, formal acceptance is required. This can take place only upon successful completion of the testing phase as per our separate conditions. If such conditions are not the subject of an agreement, the delivery object is considered accepted upon our signing of the operational readiness statement.
- 9.2 Payments by us do not mean that the delivery item has been accepted by us.
- 9.3 If defective goods are returned, this occurs at the cost and risk of the contracting party.
- 9.4 Upon breach of the above obligations contained in Articles 8 and 9, we are entitled to withdraw from the contract and/or request the return of the benefits obtained through the breach or reimbursement for the damages suffered by us.

10 Labelling

- 10.1 The contracting party will label the delivery items in the manner required by us or as agreed.
- 10.2 Delivery items that are marked with one of our protected trademarks or are similarly equipped or are packed in our original packaging may be

delivered by the contracting party to us or to a party determined by us, only. If correspondingly designated goods prove to be defective, the contracting party is to make them inoperative at its cost.

- 10.3 Regarding technical documents or for special agreements, e. g. auto parts designated with "D", the contracting party is to record in separate records when, in what manner and by whom the delivery items were tested for characteristics requiring documentation and the results of required quality testing. The testing documents are to be kept for 15 years and, upon request, provided to us. The contracting party is to obligate upstream suppliers in the same scope within the framework of statutory options. As guidance, reference is made to the VDA publication "Parts requiring documentation for automobile manufacturers and their subcontractors – implementation of documentation", Frankfurt am Main.

11 Defects, Guaranties, Liability

- 11.1 If the delivery item is defective, our claims are based on statutory provisions to the extent that nothing further results from the following contractual terms. As per Article 9, technical installations are accepted only after a common determination of the functionality and performance ability unless otherwise agreed to by contract.
- 11.2 All delivery items must correspond to the specifications, drawings and other information provided in the order as well as the statutory regulations valid at the time of delivery, the rules of safety technology, the applicable regulations and directives of trade associations, the Trade Supervisory Office and TÜV as well as the newest directives of VDI, its subgroups as well as national and international norms (e. g. DIN, CEN, or ISO norms) in their valid versions, as well as the newest state of technology and the rules of the Production Safety Act without taking into consideration the range of application in individual cases. On this matter, see the technical specifications of the delivery item.
- 11.3 We perform an inspection of delivered goods only in regard to external damage and externally recognisable deviations in identity and quantity. We shall provide notice of such defects without delay. We may perform more extensive inspections of received goods. We also provide notification of defects in deliveries and services as soon as they become apparent in the ordinary course of business. To this extent, the contracting party waives the objection of late notification of defects. In the event of discovered defects, we are entitled to return the entire delivery. If goods are delivered in breach of the obligation to inspect outgoing goods, the contracting party may not rely on § 377 HGB.
- 11.4 We have the right to select the method of rectification in the event of defective deliveries and may withhold payment on a pro rata basis until proper performance. The contracting party has the right to refuse the selected method of rectification when fulfilling the requirements of § 439 (3) German Civil Code (BGB).
- 11.5 At our choice, the contracting party is to remove the defect or to deliver a defect-free item without delay, however, at the latest within a reasonable time period set by us. Prior to commencement of production (first processing by us or by our client), the contracting party will be given an opportunity to sort out as well as to remove the defect or to provide substitute delivery unless this is burdensome to us. The contracting party bears all necessary expenses.
- 11.6 If the contracting party is late as to rectification, we may, at its cost, have the defect removed as long as we have notified the contracting party of the defect and have set a grace period that has expired without rectification.
- 11.7 In the event of a risk to operational reliability, or if a risk of unusually high damages exists if rectification is refused by the contracting party, or if rectification is not possible, or to maintain our ability to deliver to our customers, we may perform the rectification or have the rectification performed by a third party after notification to the contracting party. The resulting costs are borne by the contracting party.
- 11.8 If rectification is not performed or fails within the time period granted, at our choice we may completely or partially withdraw from the contract, reduce the agreed price or demand damages instead of performance including accessory and consequential damages and other costs arising in association with correcting defects, in particular transportation costs, disassembly and installation costs, administrative costs, sorting costs etc. Consequential damages are the damages that we suffer to other assets as a result of the delivery of defective goods. We have these rights without setting time limits if rectification is



NBHX Trim GmbH

General Terms and Conditions of Purchase

refused by the contracting party, is re-refused within the grace period, or if rectification would be burdensome to us.

- 11.9 Expenses for the inspection of incoming goods that exceed the typical scope are indemnifiable insofar as at least part of the delivery is identified as defective. This also applies to a partial or complete inspection of received deliveries in the further course of business by us or by our customers or to the cost of the resulting and necessary participation in a "defect removal programme" of our customers.
- 11.10 If the same goods are again delivered in a defective quality, we are entitled to withdraw from the contract after written notice even with regard to the scope of delivery which has not been performed yet.
- 11.11 In the event of a culpable breach of duty (e. g. explanation, advisory or testing duties) occurring in addition to the delivery of defective goods, we may demand compensation for the resulting consequential damages as well as for consequential damages demanded from us by our clients.
- 11.12 The contracting party may demand, at its own cost, that we promptly provide it with the parts that are the basis of the defect notification.
- 11.13 If the contracting party makes use of third parties in providing performance, it is liable for them in the same manner as for its vicarious agents.
- 11.14 The contracting party shall also reimburse our expenses and those of our customers that arise as a result of or in association with liability for defective products and services when we or our customers take early action to prevent or reduce damages (e.g. litigation, recall actions).
- 11.15 Our right to assert defects in production parts expires 24 months after the initial vehicle licensing of each motor vehicle in which the part was installed or 24 months after installation of a replacement part, however, at the latest upon expiration of 36 months after delivery to us. The right to assert damages expires, at the earliest, 12 months after cure of the defect for the end customer. At the latest, this tolling of the statute of limitations ends 5 years after delivery to us.
- 11.16 To the extent that statutory regulations do not provide otherwise, the contracting party is liable for defects of other services than of production parts, that appear within 24 months of receipt of delivery or of services to us or upon acceptance of the delivery or service (if determined by contract or law). Our notification of defect suspends the guarantee term for the defective delivery item after its repair/exchange; thereafter the guarantee term commences anew. This tolling of the statute of limitation ends, at the latest, 5 years after delivery or performance.
- 11.17 The contracting party is also to indemnify us for all claims arising under guarantees, defects, liability or damage claims from deliveries to third parties in our name. This also applies in the event that the contracting party files a petition for insolvency as well as in the event of the insolvency of the contracting party.
- 11.18 Claims for defects do not arise if the defect can be attributed to breaches of operating, maintenance and instalment instructions, unsuitable or improper use, faulty or negligent handling and natural wear and tear as well as for modifications to the delivery item made by us or by third parties. In this matter, the contracting party bears the burden of proof.
- 11.19 If the goods are transferred by us to a different end user, the terms and conditions of purchase of that enterprise have priority, and these Terms and Conditions of Purchase have secondary priority. If contracts exist between the contracting party and the customer of the NBHX Trim GmbH, the general terms and conditions of the customer of the NBHX Trim GmbH are applicable. Customer conditions have priority over the terms of this agreement. The terms of this agreement have secondary validity when the terms and conditions of purchase of the customer, including guarantee conditions, do not apply.
- 11.20 The contracting party is to indemnify us for all claims including claims for consequential damages or accessory damages as well as for claims based on product liability law and on the Product Liability Act, that are asserted by third parties against us and that are based on the products or acts of the contracting party (warranty claims, etc.). At its cost, the contracting party is to contract for product liability insurance and recall insurance and, upon our request, provide proof thereof.
- 11.21 To the extent that we have effectively limited our liability towards our customers, these limitations also apply to the contracting party. We will make reasonable efforts to limit liability to the extent permitted by law – also for the benefit of our contracting party.

11.22 The limitation of our statutory damage claims does not mean that we agree to the liability standard or to the scope of liability or the amount of liability, unless otherwise expressly agreed to in writing.

12 Drawings, Samples, Property Rights

- 12.1 The drawings, CAD data, descriptions etc. that belong to the order are binding on the contracting party. The contracting party is to examine them for inconsistencies and to inform us without delay in writing of any discovered or suspected errors. Failure to do so prevents the contracting party from referring to these inconsistencies and errors at a later time. Drawings, plans and calculations produced by the contracting party are the sole responsibility of the contracting party even when we have issued our approval.
- 12.2 The contracting party is also obliged to provide us with written notification of possible savings or quality improvements through technical or procedural adjustments, specification or service adjustments, without delay, after examining the documents, or based on greater knowledge of the framework conditions of the order. This also applies after placing the order and ends upon termination of the delivery or service obligations.
- 12.3 Drawings, samples, models, moulds, tools, data and other documents provided to the contracting party remain our property less otherwise expressly agreed in writing and may be used and / or copied for deliveries to third parties only with our prior written consent. All other existing rights, in particular copyrights, remain our property. If tools or parts etc. are transferred to third parties after our prior consent, the third party is to be informed of our property rights.
- 12.4 All design results, drawings, samples, models, data or documents as well as property rights produced for our order or provided by us must be returned to us without delay after completion of the order unless otherwise expressly agreed in writing. This also applies to a premature termination of the contractual relationship or partial or complete non-performance of the order for whatever reasons. Non-serial parts, samples, models are subject to a duty of nondisclosure. A transfer to third parties without a written agreement is not permissible.
- 12.5 To the extent that property rights are involved in the order, the contracting party is obliged to use these only within the framework of the contract and its purposes within its firm. The contracting party has a simple, non-exclusive usage right that is limited by the term of this contract. Compensation made under this contract satisfies all claims unless otherwise expressly agreed to in writing.
- 12.6 The registration and assertion of industrial property rights on nongratis designs that are developed in the course of the cooperation between us and the contracting party are incumbent on us. In the event of gratuitous designs, the contracting party has the registration right, however, it grants us at least the usage right to these property rights. Any statutory employee invention compensation is to be borne by each contract party for its employees. In other matters, the statutory provisions apply.
- 12.7 The contracting party is responsible for assuring that deliveries and services do not violate any registered or existing patents, utility models, trademarks, licences, property rights or other rights. It will indemnify us and our customers for all third party claims in this regard. The contracting party is to provide compensation for damages or encumbrances suffered by us or by our customers in this matter.
- 12.8 This does not apply if the contracting party produces the delivery item in accordance with drawings, models or similar descriptions or information provided by us and does not know or, in regard to products developed by him, need not know that property rights are thereby violated. To the extent that the contracting party is not liable, we will indemnify him for all third party claims.
- 12.9 The contracting party is obliged to inform us without delay of violation risks as they become known, as well as of alleged violation cases and to give us the opportunity to settle such claims amicably.
- 12.10 The contracting party shall provide notice without request of the use of published and unpublished property rights and of licensed property rights and property rights registrations.
- 12.11 The statute of limitations for defects in title is 10 years

13 Retention of Title, Means of Production, Tools



NBHX Trim GmbH

General Terms and Conditions of Purchase

- 13.1 A so-called simple retention of title requested by the contracting party for its services and products will be recognised by us. In doing so, Articles 13.5, 13.8 and 13.9 are to be observed.
- 13.2 If we join the goods with other objects to create a unified object, and if the other object is to be viewed as the main object, we are obliged to transfer co-ownership to the contracting party in the value of its contribution until the goods are fully paid.
- 13.3 If we dispose of the goods in the ordinary course of business, we assign to the contracting party all receivables in the value of the contracting party's performance that are owed to us by the third party as a result of the disposal. The contracting party accepts the assignment. After the assignment, we are authorised to collect the receivable. The contracting party reserves the right to collect the receivable itself if we fail to regularly meet our payment obligations and have payment arrears as defined by our general Terms and Conditions of Purchase, or as defined by expressly divergent contractual agreements.
- 13.4 The contracting party shall release securities held by it to the extent that their total value exceeds by more than 20 % of the value of the secured receivables.
- 13.5 All tools, moulds, models, measurement and testing equipment, production equipment, etc. provided to the contracting party or produced for our order that are completely or partially produced by us or paid for by us, are our property irrespective of the state of construction or production and irrespective of whether the contracting party holds them for us. To the extent that these objects have not been paid for or have not been fully paid for, the contracting party grants us a purchase option. In this case, the prorated costs paid by us to the contracting party are to be set off against the purchase price. This applies in particular with regard to termination as per the contract, petition for insolvency or opening of insolvency proceedings by the contracting party.
- 13.6 These tools, moulds, etc. are to be designated as our property without charges for us, stored separately, administered, cared for as well as insured against uselessness, destruction and theft at the replacement value; the indemnity rights shall be assigned to us. We accept the assignment.
- 13.7 Within 4 weeks of the first series delivery of production parts, the contracting party is to provide us with a complete index of all items and documents with precise designation and identification.
- 13.8 If the contracting party is at fault for interruption of the ordered tool production, unacceptable delays or for quality defects during tool production, or if it petitions for insolvency, we reserve the right to immediately terminate the contract and to relocate the tools – irrespective of whether semifinished products or finished products – upon the remaining payment of the still unsettled tool costs without granting the contracting party a right of disposal or a right of retention in any manner. Resulting costs are borne by the contracting party.
- 13.9 If the contracting party engages third parties to produce the tools or if the tools are provided to third parties for the purpose of producing the delivery item, the contracting party is obliged to reach an agreement with the third party that grants us the rights included in this Article 13 with regard to the third party. If we have not yet acquired ownership of the tools, the contracting party assigns to us its claims against the third party for return of the tools as well as other claims concerning the tools if we have paid the tool costs to the contracting party.
- 13.10 To the extent that payments of the contracting party to third parties with regard to the tools are still open and in the event of a termination of the order, the petition for insolvency of the contracting party and in the event of the insolvency of the contracting party, we have the right to make payments to the third party in lieu of payments to the contracting party for still unsettled tool costs with a simultaneous assignment of all claims of the contracting party against the third party regarding the tools. The contracting party herewith consents to assignment in this case.
- 13.11 The above applies correspondingly to packaging containers to be paid by us.
- 13.12 The contracting party bears the costs of maintenance, repair and replacement of tools in its possession. Replacement tools are in our ownership to the degree of our share of the original tool and are compensated through the original contract. Corresponding repair and inspection work as well as maintenance and repair costs including eventually necessary procurement of replacements shall be performed at the cost of the contracting party.

14 Expiry, Replacement

- 14.1 Upon termination of the contract, tools, moulds etc. shall be returned to us without delay upon our request unless otherwise expressly agreed to in writing e. g. for replacement part deliveries. Tools, moulds etc. that are not fully paid are to be offered to us for an appropriate payment or for a residual payment. Scrapping or other disposal is permissible only with our prior written consent.
- 14.2 If the contracting party petitions for insolvency or insolvency proceedings are opened or it does not perform its delivery obligations for other reasons that are its fault, we may demand that the tools, moulds etc. for the production of the products be released to us as long as we have paid the pro rata costs of the tool production or have made payments in accordance with the contract. Consequential costs resulting from a delayed release may be asserted against the contracting party as damages and may be set off against unsettled payments. Contingent payment obligations remain unaffected and do not justify retention.
- 14.3 The contracting party assures that it can provide the delivery items and parts as replacement parts made from the means of production and tools designed for this purpose for a period of 15 years after termination of the contractual relationship and under reasonable conditions. Upon termination of 14 years after the end of the delivery of goods by the contracting party, the contracting party is to provide suitable written suggestions for the economic production and delivery of replacement parts for the time after expiry of this retention obligation.
- 14.4 In any event, the contracting party is obliged to perform proper repair, maintenance and storage of tools, moulds, etc. at its own cost unless otherwise expressly agreed to in writing.

15 Provision of Materials, Extended Workbench

- 15.1 Materials, parts, containers, special packaging, fabrics, tools, measuring equipment, machines and installations etc. provided by us remain our property whereby the production stage is immaterial. Products produced by the contracting party using the above items are our property and are held and preserved free of charge by the contracting party. Upon request, the contracting party is to provide the products in return for compensation. Provisions of materials are to be designated as our property free of charge, stored and administered separately.
- 15.2 Materials provided may be used for no other purposes than for the agreed purpose.
- 15.3 The parties agree that at the time of transformation, processing or mixing of materials in our possession, we become the owner of the new or transformed objects.
- 15.4 All objects in our ownership are stored by the contracting party free of charge and the contracting party bears the risk of destruction, loss and damage.
- 15.5 The contracting party has no right of retention for materials provided for any reason. Materials provided or reproduction of materials provided may not be made accessible to third parties (including subcontractors) especially when secrecy and property rights are concerned unless otherwise expressly agreed to in writing.
- 15.6 If the contracting party provides or produces materials in our name for third parties, it shall indemnify us for all product and title defects, guarantee and liability risks to the extent that they are not based on faults or mistakes in information, technical drawings etc. by us. The contracting party bears the burden of proof.

16 Subcontracting

- 16.1 Subcontracting without our prior written consent is not permitted. We will grant our consent as long as there is no apparent reason to withhold it.
- 16.2 The contracting party bears the risks of quality, supply and cost upon subcontracting unless otherwise expressly agreed to in writing. The contracting party shall indemnify us for any resulting damage claims or rights of third parties.



NBHX Trim GmbH

General Terms and Conditions of Purchase

16.3 Unauthorised subcontracting without our prior written consent entitles us to demand damages instead of performance and/or completely or partially withdraw from the contract.

17 Work Performance

17.1 Persons associated with the contracting party who perform work on our premises or on that of a third party designated by us in performance of the contract, are to observe our company rules or those of the designated third party. Liability for accidents suffered by these persons on our premises is precluded if the accidents were not caused by intentional or grossly negligent acts of our vicarious agents or legal representatives.

18 Retention, Setoff

18.1 A right of retention can be asserted only on the basis of a final judicial decision or undisputed receivables. The same applies to setoffs of the contracting party. In particular, agreed to deliveries may not be held back because of other disputed claims.

19 Software

19.1 If standardised software is not part of the delivery, the contracting party agrees to make changes/improvements in the software according to our instructions in return for an appropriate reimbursement of expenses for a period of 5 years as of delivery of the delivery item unless otherwise expressly agreed to in writing. If the software originates from upstream suppliers, the contracting party shall require the same of them.

20 Confidentiality

20.1 The contracting party is obliged to treat the orders and associated technical and commercial details as confidential unless otherwise agreed to in writing. This obligation also applies after termination of the business relationship.

20.2 Drawings, models, moulds, samples and similar objects may not be provided or otherwise made accessible to unauthorised third parties. Copying of these objects is permissible only within the framework of operational needs and copyright regulations.

20.3 The contracting party is obliged to impose and assure compliance with the obligations in this article on subcontractors, agents and vicarious agents or other third parties involved. Upon request, proof thereof must be provided.

20.4 The contracting party is only permitted to make reference to its business association with us in advertising and PR materials etc. after our prior written consent.

20.5 The detailed requirements of confidentiality are included in the confidentiality agreement. This is a mandatory element of all orders that concern information on the company, processes or products that is relevant to competition.

21 Social Responsibility

21.1 The contracting party has a social responsibility in its commercial operations to its employees and to society. This also applies to its suppliers and contracting parties. The aim is to observe the directives of the UN Initiative Global Compact (Davos, 01/00) as well as the principles and rights adopted by the International Labour Organisation in the "Declaration on fundamental principles and rights to work" (Geneva, 06/98).

21.2 The contracting party is obliged to implement the overriding requirements of environmental compatibility with regard to parts and/or services in product development and product production and within the framework of performance. The main criteria are the use of resources, recycling, materials and substances, immissions and emissions.

21.3 The contracting party shall observe all regulations on environmental protection, dangerous materials, dangerous goods and accident prevention as well as forbidden material lists as required by law or by the customer. Generally recognised safety technology and occupational medicine and our factory standards are to be adhered to. The contracting party is to inform us regarding necessary public

permits and registration obligations for the import and operation of delivery items or service performance.

22 Force Majeure, Long-term Delivery Impairment

22.1 Strikes, disturbances, acts of public officials and other unforeseen and unavoidable events release the contracting party and us from performance obligations for the duration of the disturbance and to the extent of its effect. The affected party is to inform the other contracting party without delay and to take all reasonable actions to limit the effect of such events. This also applies when the event occurs at a time when the affected contracting party is in arrears.

22.2 The affected party is to inform the other contracting party without delay of the end of the disturbance.

22.3 In the event of a long-term delivery impairment, suspension of payments, petitions for insolvency or the rejection of insolvency petitions due to lack of assets, or the commencement of a comparable proceeding with regard to the contracting party, the other contracting party is entitled to withdraw from the contract for the part not yet performed.

22.4 If the contracting party is involved in one of the above circumstances, it will support us to the best of its ability in transferring production of the delivery item to us or to a third party or to transfer performance to a third party, including a licensing of industrial property rights necessary for production at conditions customary in the industry.

23 General Terms, Venue

23.1 The place of performance for all obligations arising under this contract is the point of destination named in the order unless otherwise expressly agreed to in writing.

23.2 German law applies to the contractual relationship with the exception of conflict of laws as well as the UN Convention on Contracts for the International Sale of Goods (CISG). Venue shall be the local court competent for the NBHX Trim. However, we are entitled to bring an action against the contracting party in a different competent court.

24 Severability Clause

The invalidity of individual provisions of this contract does not affect the validity of the remaining provisions. The invalid provision will be replaced by a legally permissible provision or usage that corresponds to or most closely resembles the intended economic purpose.