



I. General – area of application

1. Our terms and conditions of purchase are exclusively applicable; we do not accept conflicting or deviating terms and conditions or suppliers' terms and conditions that conflict or deviate with our terms and conditions of purchase, unless we have specifically stated in textual form that we accept them.

Our terms and conditions of purchase are also applicable if we accept delivery from the supplier without objection when we are aware of the supplier's conflicting terms and conditions or the terms and conditions deviate from our terms and conditions of purchase.

2. All agreements that are made between us and the supplier for the purpose of this contract must be included textually in this contract.

3. Our terms and conditions of purchase are applicable only to companies in accordance with Sec. 310 Part 4 BGB [German Civil Code].

4. We retain ownership and copyright of all images, drawings, calculations and other documents. Third parties or other parties must not be permitted access to them without our specific textual approval. They must be used exclusively for production and services based on our order; after the order has been processed they must be returned to us without requiring a request for their return. The legal concerns are regulated in the confidentiality agreement of FEINGUSS BLANK.

II. Offer – offer documentation

1. The supplier is obligated to process our orders within three working days.

2. The offer must be prepared with reference to our following documents

- QA manual
- Rules and regulations for external companies which will form the basis of the contract if an order is submitted.

III. Prices – terms and conditions of payment

1. The price specified in the order is binding. Unless otherwise textually specified, the price includes delivery to our premises "free domicile" and packaging. Return of packaging is subject to separate agreement.

2. The statutory value-added tax is not included in the price of the order.

3. We can only process invoices if they include the order number specified in our order.

4. We pay the purchase price, unless textually agreed otherwise, within 14 days from the date of delivery and receipt of the invoice with 3% discount or within 30 days of receipt of the invoice net.

IV. Delivery time

1. The delivery time agreed in the contract is binding.

2. The supplier is obligated to inform us immediately in textual form if circumstances occur or in the opinion of the supplier appear likely to occur that may make it impossible to comply with the specified delivery time.

3. If delivery is delayed we reserve the right to apply the legally permitted claims.

Specifically we reserve the right to demand compensation for damages instead of the service if we have set one reasonable deadline for correction of the delay without result. If we demand compensation, the supplier will have the right to prove that the supplier is not responsible for violating the obligation.

V. Transfer of risk – documents

1. Delivery must be made to our premises free domicile, unless otherwise agreed textually.

2. The supplier is obligated to specify our order number on all shipping documents and waybills; if this is not done, we will not be responsible for delays in processing.

VI. Inspection for faults – liability for faults

1. FEINGUSS BLANK GmbH reserves the right to carry out an incoming goods inspection.

FEINGUSS BLANK GmbH inspects the products received from the supplier concerning quantity and identity as well as outer damages. Apart from that FEINGUSS BLANK GmbH is exempt from the commercial obligation of examination and notification of defects according to § 377 HGB (German Commercial Code). In return the supplier gets all necessary information about examination at FEINGUSS BLANK GmbH and if necessary about requirements resulting from further treatment at the customer. The supplier is to be immediately notified of faults in deliveries as soon as they are discovered according to the conditions of a proper course of business. In this respect the supplier renounces the objection of delayed complaint.

2. The claims for defects are regulated according to the legal requirements.

VII. Product liability – exemption – liability insurance

1. If the supplier is responsible for damage to a product, the supplier is obligated on first request to hold us harmless and defend us from claims for damages by third parties to the extent that the cause is under the control of the supplier and is the supplier's responsibility and the supplier is liable in relation to third parties.

2. Under the terms of the supplier's liability in the terms of Sec. (1) the supplier is also obligated to reimburse us for expenses incurred from or in connection with a recall that we conduct in accordance with Sec. 683, 670 Civil Code and in accordance with

Sec. 830, 840, 426 Civil Code. We will inform the supplier of the content and scope of the recall measures so far as possible and feasible and give the supplier an opportunity to make a statement. All other legal claims remain untouched.

3. The supplier agrees to maintain a product liability insurance for personal injury and property damage covering a sum appropriate to the provided service; if we are entitled to additional claims for damages, these remain untouched. Should there be requirements which need another agreement, these have to be stipulated in individual contracts.

VIII. Guarantee / Warranty

The supplier grants a guarantee and warranty of 36 months for the supplied goods or provided services.

IX. Property rights

1. The supplier confirms that the rights of third parties in the Federal Republic of Germany are not violated in connection with the delivery.
2. If we are subject to claims from a third party in this connection, the supplier is obligated to defend us from claims on first textual request; we are not authorised to make any agreements with the third party without the agreement of the supplier, and we are specifically not authorised to agree on any compensation.
3. The supplier's obligation for defence extends to reimbursement of all expenses arising from or in connection with the claim by a third party.
4. The limitation period is ten years calculated from the date of the contract.

X. Retention of ownership – supply – tools – confidentiality

1. If we supply parts to the supplier, they remain our property. The supplier processes or converts them on our behalf. If our retained goods are processed with other objects that do not belong to us, the new items become our property to the ratio of the value of our item (purchase price plus VAT) to the value of the other processed objects at the time of processing.
2. If our supplied item is mixed with other items that do not belong to us so it cannot be separated, we become owners of the new item to the ratio of the value of our item (purchase price plus VAT) to the value of the other items mixed with our items at the time of mixing. If the items are mixed so that the supplier's item is the major component, we agree that the supplier transfers ownership to us proportionally; the supplier retains sole ownership or part ownership for us.
3. We retain ownership of tools; the supplier is obligated to use the tools solely for manufacture of goods that we have ordered. The supplier is obligated to insure tools that belong to us for their new value against fire, flood and theft at the supplier's expense. The supplier will also assign already now all claims for damages from this insurance to us; we herewith accept the assignment. The

supplier is obligated to conduct in time all required service and inspection work on our tools and all repairs and maintenance work required at the supplier's expense. The supplier must notify us of any faults immediately; in case of failure to comply with the foregoing, we reserve the right to claim for damages.

4. If in accordance with Sec. (1) and/or Sec. (2) our security interests exceed the purchase price of all our unpaid reserved goods by more than 10%, the supplier is entitled to demand that we release the security interests as we choose.

XI. Applicable law

The contract is exclusively subject to German law. Other law, as well as the UN sale of goods agreement, is not applicable.

XII. Severability clause

If one or more provisions are or become completely or partially inapplicable, the remainder of the contract will remain applicable. The contracting parties will replace inapplicable provisions with applicable provisions that conform as closely as possible.

XIII. Court of jurisdiction

The exclusive court of jurisdiction is Ulm.

FEINGUSS BLANK GmbH **12.01.2017**