

General Purchasing Conditions of VENTREX Automotive GmbH

The following Purchasing Conditions apply exclusively to all business with VENTREX Automotive GmbH (referred to in the following as “VENTREX”). General terms and conditions or supply conditions of the provider/contractor/supplier (each referred to in the following as “Supplier”) are only binding on VENTREX Automotive GmbH if VENTREX recognises them explicitly in writing. Even if orders contain references to offers and other documents of the Supplier, this never means that the general terms and conditions or delivery conditions of the Supplier have been recognised or are valid.

1. Offers

- 1.1. The Supplier must ensure that the volume and quality of its products or services contained in the offer match the enquiry by VENTREX exactly and, if necessary, highlight divergences. The execution and quality of samples of goods sent only become a part of the contract if VENTREX confirms this in writing.
- 1.2. The Supplier will not receive any remuneration for preparing offers, plans or cost estimations, even if these have been commissioned by VENTREX. VENTREX is entitled to keep all plans, cost estimations and also samples of the Supplier.
- 1.3. All documents and samples which VENTREX sends to the Supplier in the course of the ordering procedure must be treated as confidential and remain the property of VENTREX. Documents and samples etc. which are sent must be returned to VENTREX together with the delivery without any request to do so.
- 1.4. If the Supplier and VENTREX do not conclude a contract, the Supplier must also return any documents and samples, etc., it has received from VENTREX promptly and without any request to do so.

2. Concluding the contract, amendments to the contract, termination of contracts

- 2.1. Orders placed by VENTREX are only legally binding if they are in writing, are sent by fax or email and have been duly signed by the company. Supply requests sent by Electronic Data Interchange are also valid.
- 2.2. As far as this is reasonable for the Supplier, VENTREX is entitled to make amendments to the subject matter of the delivery in terms of its extent and its execution. Any effects, especially with regard to additional or reduced costs and changes to delivery deadlines, must be communicated to VENTREX within three days and VENTREX's written consent to the changed conditions obtained.
- 2.3. If the order contains references to offer documents, these only apply with regard to technical specifications.
- 2.4. In principle, each order must be confirmed in writing by the Supplier within 3 (three) working days (running from the day when the order is placed) by means of an order confirmation; otherwise, VENTREX may revoke the order or terminate the contract concluded with immediate effect; this does not affect its other rights.
- 2.5. Drawings, specifications, logistics instructions, quality agreements and packaging rules are integral parts of contracts and orders.

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- 2.6. The Supplier must state VENTREX's order number on all documents and correspondence sent to VENTREX in connection with the respective order.
- 2.7. With regard to continuing relationships of obligations, VENTREX may terminate each contract in writing subject to a notice period of 30 (thirty) days; if nothing to the contrary has been agreed in the individual contract, the Supplier may terminate the contract in writing with effect to the end of a month, subject to a notice period of 90 (ninety) days.
- 2.8. If insolvency or restructuring proceedings have been initiated against the Supplier, material changes occur in the Supplier's control structures on the shareholder level, or the Supplier breaches a material provision of the contract, VENTREX may revoke each order and terminate the contract concluded with immediate effect; this does not affect its other rights.
- 2.9. Orders may only be passed on to sub-suppliers with the written consent of VENTREX. Breaches of this provision entitle VENTREX, without prejudice to its other rights, to revoke each order and to terminate the contract with immediate effect.
- 2.10. The Supplier is not permitted to assign any claims or to transfer the task of collecting claims against VENTREX to third parties; if it does so, this VENTREX may, without prejudice to its other rights, terminate the contract and revoke each order.

3. Delivery, delays in delivery, packaging

- 3.1. Divergences from agreements with, and orders placed by, VENTREX are only permitted with the prior written consent of VENTREX.
- 3.2. Delivery deadlines which have been agreed may not be changed, must be complied with exactly and are deemed to be the time when the goods arrive at the named place of destination. Delivery deadlines are calculated from the date when VENTREX placed its order.
- 3.3. If nothing to the contrary has been agreed, the delivery takes place DDP according to Incoterms 2010 at the place of destination named by VENTREX. This condition applies to deliveries made to a plant directly named by VENTREX as well as to a consignment warehouse named by VENTREX.
- 3.4. In the event of a threatened delay in delivery or performance, VENTREX must be informed of this in writing without delay, stating the reasons for and the duration of the delay. VENTREX may demand performance of the contract and compensation for any damage resulting from the delay; in the event of severe delays, it may withdraw from the contract without having to set a subsequent period for performance and also demand damages.

VENTREX may deduct a contractual penalty equal to 0.5 % (zero-point five percent) of the contractual sum per order per week of delay commenced. In the event of longer delays, the total contractual penalty may not exceed 15 % of the value of the order.

The following applies to Suppliers of equipment: In the event of delays on deadlines set for manufacturing and placing into operation, the Supplier will be charged a contractual penalty equal to 5 % (five percent) of the total amount of the order per commenced week of delay, or this amount will be deducted from the invoiced amount payable by VENTREX.

- 3.5. This does not affect the assertion of damages; this also applies in cases where a delayed partial delivery has already been accepted without reservation.
- 3.6. If it misses a deadline, the Supplier must use the fastest available means of transport to mitigate the delay. The Supplier must bear the costs of such transport.

- 3.7. It is only permitted to make deliveries before their due dates or make partial deliveries if VENTREX has given its written approval; this does not give rise to any claim to early payment. The Supplier must bear any additional costs that arise from this.
- 3.8. The quantitative acceptance of the goods is done by means of physically handing these over to an authorised employee of VENTREX at the named place of destination; the qualitative acceptance occurs when VENTREX place these goods into operation, or installs them, or processes them further.
- 3.9. All products delivered must be appropriately packaged. The delivery must comply with Austrian provisions regarding safety, packaging and hazardous substances, reference papers (e.g. security data sheets) must be attached. In the case of cross-border deliveries of goods, the relevant customs documents must be attached in compliance with the applicable statutory provisions. The Supplier bears the risk of inappropriate packaging and will indemnify VENTREX in this regard.
- 3.10. The Supplier bears all costs which arise because of statutory provisions concerning the disposal of the packaging materials that come with the delivery. VENTREX may charge the costs of disposal to the Supplier.

4. Prices and payment, holdback against potential overpayment, guarantee retention

- 4.1. If nothing to the contrary is agreed, fixed prices do not include VAT. The agreed fixed prices include all performance necessary to properly fulfil the contract. This includes (for example) costs of installation and documentation, costs of initial training, any license fees, costs of packaging, transport, insurance and unloading, public fees and levies as well as any social benefits and fees.
- 4.2. Payment will be made after the goods and the proper auditable invoice have been received in compliance with the contract; within 14 (fourteen) days less 3% (three percent) discount or within 60 (sixty) days, net.
- 4.3. If there is a defect which is relevant under the law of guarantees, VENTREX may completely retain payment until the defect has been properly remedied, without losing any payment reductions such as discounts or rebates.
- 4.4. VENTREX may set off its claims against the Supplier using the Supplier's claims at any time.
- 4.5. The following applies to Suppliers of construction works and equipment:

Holdback: If partial invoices are issued, there will be a holdback of 10 (ten) % of the gross invoice amount. The sum held back will either be taken into consideration in the final invoice or credited towards the guarantee retention.

Guarantee retention: The guarantee retention amounts to 5 (five) % of the total order value and has a term of 5 (five) years running from the record of acceptance and can be redeemed upon presentation of a bank guarantee.

5. Guarantee

- 5.1. The products and equipment delivered by the Supplier and the services it renders must comply with the intended use agreed in the contract, the state of the art in technology, the relevant norms and the applicable provisions of the respective state authorities and expert associations. The Supplier must provide guarantees in this regard.

- 5.2. The Supplier waives the right to raise objections to late notifications of defects. Section 377 of the Austrian Commercial Code does not apply. Payments made by VENTREX do not constitute the unconditional acceptance of products, equipment or services.
- 5.3. VENTREX does not waive any guarantee claims by accepting or approving drawings and documents which have been presented.
- 5.4. The Supplier provides a guarantee for a period of 36 months for all deliveries and services, running from the qualitative acceptance or the successful commencement of operations or the acceptance of equipment. The Supplier must, according to VENTREX's choice and irrespective of the type and extent of the defect, remedy or make improvements to defects in the extent of deliveries or services which emerge during this guarantee period without delay and at its own expense (if necessary, by making a substitute delivery); in the event of minor defects, the Supplier must reduce the price and pay damages instead of making improvements. VENTREX may choose the place of fulfilment with regard to remedying defects within the scope of the guarantee obligation. If the Supplier fails to comply with the respective request of VENTREX (or fails to do so properly, or within the relevant deadlines), VENTREX may withdraw from the contract. In urgent cases, and without losing its claims under the law of guarantees in any respect, VENTREX may remedy the defect itself at the Supplier's expense or otherwise obtain a substitute. The guarantee period for the affected goods/equipment/service begins to run again after the defect has been remedied.

The following applies to Suppliers of equipment or contractors for services: Defects must be remedied (repaired) within 48 (forty-eight) hours, running from the time when the defect or disruption is notified. If VENTREX makes such a notification on a Friday, the remedy of the defect or the repairs must be begun on Monday of the following week at the latest.

- 5.5. The Supplier is liable for ensuring that each delivery is free and clear of third party rights (in particular property and security rights), that VENTREX acquires the unencumbered ownership upon delivery and that the delivery and its use do not infringe on any commercial or intellectual property rights of third parties, either in Austria or abroad and will indemnify VENTREX in this respect.

6. Damages

- 6.1. The Supplier is liable without limitation to VENTREX for all damage which results from (or in connection with) its deliveries or performance; this includes consequential damage.
- 6.2. The supplier is additionally obliged to keep all legal and official demands applying to all product-related and process-related special features and to transmit this obligation also to his subcontractors. The subcontractors are also obliged to keep and assign all legal and official demands along their supply chain to the original site of manufacturing of the product.
- 6.3. The Supplier will also indemnify VENTREX for all third party claims which result from defects in its goods. If third parties enforce claims, the Supplier will send VENTREX all information which is required to defend itself against such claims and, if VENTREX so desires, join the proceeding on the side of VENTREX as an intervening party.
- 6.4. If, in its capacity as manufacturer of the final product, VENTREX becomes liable for damage and this damage can be traced back to products, basic materials, services, equipment or parts which were delivered by the Supplier, the Supplier must indemnify VENTREX against such liability and compensate it in full, irrespective of any fault on the part of the Supplier.

7. Product liability, insurance

- 7.1. If its customers or third parties take legal action against VENTREX because of defects in its products on the basis of Austrian or foreign provisions on product liability, the Supplier must indemnify VENTREX for those claims and costs that were caused by the defects in the Products delivered by the Supplier. Furthermore, VENTREX may demand that the Supplier pay compensation for costs that VENTREX incurs because it had to take measures to avert hazards, e.g. warnings about, or precautionary recalls of, a defective product. The Supplier must bear the costs incurred by VENTREX for determining hazards (in particular costs of an expert) as well as internal administration and processing costs, unless the Supplier can furnish proof of no causality.
- 7.2. The Supplier will insure itself to an appropriate extent against all risks of product liability and producer liability, including the risk of recalls, i.e. for at least EUR 10 million (ten million euros). An insurance policy must be sent to VENTREX at the beginning of the business relationship without being requested to do so. This insurance must be maintained throughout the entire period when product liability claims can be lodged against VENTREX or the SUPPLIER. The Supplier will send VENTREX proof of insurance in January of each year, without being requested to do so.

8. Confidentiality

- 8.1. The Supplier must treat all information and documents it receives from VENTREX or in connection with fulfilling the contract as strictly confidential and only use it to fulfil the contractual obligations. If it breaches this confidentiality obligation, the Supplier must pay a penalty of EUR 25,000 (twenty-five thousand euros) to VENTREX upon its first request. This penalty is not subject to the right of judicial mitigation and also does not constitute a waiver of the right to enforce further claims to damages.
- 8.2. If passing on information to third parties is compulsory and unavoidable to fulfil the contract, the Supplier must ensure that such third parties are legally bound by the confidentiality obligations under this provision before passing on the information. In any case, the Supplier is liable for any breaches of this confidentiality obligation by its sub-suppliers or contractual partners and must fully indemnify VENTREX in this regard.
- 8.3. Products which are manufactured according to VENTREX's drawings or documents or the like, may not be used by the Supplier itself; nor may they be offered or delivered to third parties.
- 8.4. The Supplier may only nominate VENTREX as a reference vis-à-vis third parties if VENTREX has given its prior written consent.

9. General

- 9.1. Graz, Austria is agreed as the exclusive jurisdiction.
- 9.2. This contractual relationship is governed exclusively by Austrian law, excluding its conflicts of laws rules. United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) does not apply.
- 9.3. If disputes arise, this does not entitle the Supplier to withhold or cease deliveries or performance which have fallen due.

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