

# TERMS AND CONDITIONS OF PURCHASE

Version 02, valid as of 01.01.2015

**(Alpine Metal Tech Gega GmbH, HRB 32407, Robert Bosch Str. 3, 65719 Hofheim)**

Unless otherwise expressly defined in the order, the following conditions apply exclusively to contracts between the Agent and the Principal. This also applies if the Supplier uses different terms and these remain uncontradicted. Any different terms used by the supplier or other changes to the order shall only be considered part of the contract if they are accepted expressly by the Principal in writing. These terms and conditions of purchase also apply to the provision of services, even if the following conditions refer only to goods, products, components or deliveries.

## 1. Orders

If an agreement is made with the Supplier, a contractual relationship with the Supplier will come into force when an order is made. Only orders issued in writing or via fax by the Principal shall be considered binding.

Any other agreements require our written confirmation. The Supplier shall confirm acceptance of each order by signing one copy of the 1st page of the order, without repetition of the order text. If the Supplier starts work on the order within 14 days – calculated from the date on which the order was sent – the order is also considered to be accepted without reservations even without an order confirmation. Deviations from the order text in technical or commercial terms must be expressed in the order confirmation and require our written consent in order to be legally valid, as do subsequent additions by the Supplier.

## 2. Prices and packaging

Unless otherwise agreed, INCOTERMS 2010 apply to the transfer of costs and pricing shall be based on a fixed price. Domestic prices are net, not including VAT. With the exception of special provisions, all goods shall be packaged appropriately and properly, as expected in the trade. Packaging materials shall pass into our ownership. Returns shall be sent at the Supplier's own risk and costs. Transfer of ownership shall occur at the same time as the transfer of risk in accordance with INCOTERMS 2010.

## 3. Delivery period

Strict compliance with delivery deadlines/periods is required. If a delivery is made early, the payment terms only begin to run once the originally agreed deadline is reached. If a delivery is made early without approval, we reserve the right to pass on any associated costs (warehouse rent, etc.). We must be notified immediately of any impending delivery delays, including reasons for this delay, without our statutory rights being affected. In the event of foreseeable delivery delays, particularly if interim deadlines are missed, we are entitled to seek substitute performance options at the Supplier's costs without prejudice to any further claims, provided a corresponding grace period is provided. Delivery deadlines are only considered to be fulfilled when the required documentation (e.g. technical, shipping and test documentation) has been delivered in full.

## 4. Shipping

Where there are no shipping instructions or conditions, the Supplier shall select the most cost-effective shipping method that is most likely to ensure prompt delivery for us. Consent must be obtained from our Purchasing department before using any special transportation means (e.g. air freight, express delivery service) for urgent deliveries. Unless otherwise specified in the order, the following delivery conditions apply:

**Domestic:** DDP to named destination in accordance with INCOTERMS 2010

**Foreign:** DDP to named destination in accordance with INCOTERMS 2010, with export formalities completed

Furthermore, a commercial invoice in triplicate and valid proof of preferential status (e.g. movement certificate, certificate of origin, etc.) must be included for deliveries from abroad, either in the package itself or along with the shipping documents.

**Shipping documents** (delivery notes, notifications, packing slips, package lists and original bills of lading) must be sent to the address specified in the order text as soon as the delivery is dispatched, along with the consignment note (with the exception of bulk cargo), **without specifying the value** for packages sent via air freight or post and with the note 'Intended for Receiver' if sending the packages via a forwarding agent.

The **complete order number** and required **unloading point** must be specified clearly in the consignment notes, the shipping documents intended for the receiver and on the package lists themselves (lettering, adhesive label).

The total weight (gross/net) must be specified in all shipping documents, invoices, etc. If an **order item number** is used in the order, this must be specified in every written document and on all delivery papers.

Binding declarations required in **CIM consignment notes** and ship cargo lists:

- For certain announced goods deliveries via freight car or ship on the Danube:

- In all other cases:

'Customs clearance on site at receiver's premises by the relevant customs authorities'

We will only bear **costs for transport insurance** if expressly agreed.

**Ancillary costs** associated with the execution of the order that are not regulated in agreements or in INCOTERMS 2010 shall be borne by the Supplier.

Otherwise, the special shipping and packaging guidelines and customs duties/requirements agreed in each case are considered to be an integral part of these terms and conditions of purchase.

## 5. Warranty

Unless otherwise agreed, the warranty period for delivery defects is two years from the initial commissioning/start of use. Without prejudice to our further rights, we are entitled to rectify any defects or damage ourselves, or commission a third party to do so, at the Supplier's costs, if the Supplier is unable to meet its obligations within the deadline we require. This shall not affect the Supplier's obligations. Notice of defects is considered to be issued in good time if generated:

a) within six weeks of delivery for obvious defects,

b) within six weeks of discovery for hidden defects.

If goods are usually left in their packaging until required for use, defects that are only visible once the goods have been removed from their packaging are considered to be hidden defects.

The Supplier waives its right to object on the grounds of delayed notification.

The warranty period shall restart in the event of a replacement delivery or repair.

No third party may have any security interests of any kind in the delivered goods at the time they are accepted by AMT; otherwise the Supplier shall indemnify AMT against any resultant damages.

## 6. Liability

The Supplier assumes unlimited liability for damage in accordance with the Product Liability Act [Produkthaftungsgesetz]. Restrictions of any type by the Principal in accordance with this act or claims for compensation arising from any other conditions shall not be recognised.

## 7. Invoicing

Invoices must clearly show the **order number**, account assignment, our partner number, etc.; service costings must be supported by confirmations.

Section 4 applies to deliveries subject to customs duties, irrespective of this section.

For domestic transactions, the invoice must include the percentage of VAT charged and the VAT sum due. Invoices are to be addressed to AMT. If a different address is used, the invoice will only be considered received when it arrives at the Principal's correct address.

## 8. Payment

Unless otherwise agreed, payment shall be made within 14 days of receipt of the invoice and proper execution of delivery/service with a 3% discount or within 30 days without discount.

The Supplier declares that it consents to the offsetting of any claims and liabilities of any kind. This offsetting right also applies to claims and liabilities from companies belonging to the same Group as the Principal (Montana Tech Components Group). The assignment of Supplier claims is only permissible with our express written consent. **Cash on delivery parcels** will not be accepted (with the exception of special agreements in writing).

If we have any complaints about the delivery/service, we are entitled to withhold any payments due.

## 9. Requests, order documents and confidentiality

All attachments to our requests or orders (e.g. plans, samples, models, etc.) remain our property and must not be used for any other purpose without our written consent; they must be returned to us, without requiring an express request to do so, when an offer is made or upon execution of the order. Orders may not be used for advertising purposes. The Supplier undertakes to treat all information that it becomes aware of in relation to the order or in its fulfilment of the order as confidential, if said information is not public knowledge already or the Supplier was not already aware of this information beforehand. The Supplier may only use the data it is given for the purposes of fulfilling the order. The Supplier must protect this data and information against third-party access and require its employees, auxiliaries and subcontractors to maintain this same confidentiality obligation. The provisions governing confidentiality and data protection will remain in place even after complete fulfilment of the order and the termination of all contractual relations with the Supplier. The Supplier must return, destroy or (in the case of orders) securely store all documents and data provided by the Principal and any copies thereof once it has carried out its services. The Supplier must comply with its statutory obligations relating to data disclosure, revision and deletion, but must inform the Principal of any such actions as early as possible, preferably beforehand. The Supplier must provide all necessary documents to prove its compliance with its obligations.

## 10. Miscellaneous

a) The Principal reserves the right for it, the end user and/or its examining bodies to carry out scheduled reviews and technical interim and final inspections (including packaging checks) at the offices, production plants and warehouses of the Supplier and its subcontractors at any time during the drafting, planning, production and delivery stages, and to reject incorrect documentation or defective materials. These inspections and tests do not release the Supplier from its obligations.

b) The details of any subcontractors must be provided and approved beforehand in writing by the Principal, except for standardised parts. If a Supplier passes on part of the order to a third party, the Supplier is fully responsible and liable to the Principal for the behaviour of this third party.

c) The Supplier shall indemnify us against any claims associated with the fulfilment of the order that are based on patents and other third-party rights.

d) Equipment ready for shipping that we cannot accept and store shall be stored by the Supplier on an interim basis at its own costs and risk for up to 10 weeks.

## 11. Place of jurisdiction and applicable law

Unless otherwise specified in this contract, German law shall apply exclusively, to the exclusion of any other regulations referring to any other legal system, particularly in terms of compensation and the interpretation and amendment of the contractual relationship between the Agent and the Buyer. Frankfurt am Main is agreed to be the sole place of jurisdiction. If the Supplier is based abroad and there is no corresponding international agreement on the enforcement of judgements in civil and commercial matters at the time that claims based on the legal action are asserted, all disputes arising from the legal action shall be decided on by a court of arbitration in accordance with the rules of arbitration set by the International Chamber of Commerce. The arbitration court has its seat in Frankfurt am Main. The UNCITRAL United Nations Convention on Contracts for the International Sale of Goods does not apply.

## 12. Correspondence

The complete order number (or request number) and the reference details and date of previous correspondence must be quoted in all correspondence. Queries must be addressed to the Principal only.