

§ 1. General

- (1) These terms and conditions apply exclusively to all purchases made by Viertel Motoren GmbH (Viertel Motoren).
- (2) Our terms and conditions of purchase apply exclusively; the terms and conditions of our suppliers or third parties shall not apply, even if we do not specifically object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of a supplier or a third party, this does not constitute agreement to the validity of those terms and conditions.
- (3) Any agreements made between us and the supplier for the purpose of performing this contract which go beyond these General Terms and Conditions of Purchase must be set out in writing in any offer.

§ 2. Offer – Order Documents

- (1) The supplier is obliged to confirm the order within one week.
- (2) All information relating to the initiation and/or execution of the transaction is subject to confidentiality.

§ 3. Prices – Terms of Payment

- (1) The price stated in the order is binding. The price includes delivery on a 'DDP' basis in accordance with Incoterms 2010, as well as packaging. The return of packaging requires a separate agreement.
- (2) Statutory VAT is not included in the price.
- (3) We can only process invoices if they – in accordance with the specifications in our order – state the order number shown therein; the supplier shall be liable for all consequences arising from failure to comply with this obligation, unless they can prove that they are not responsible for such failure.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of receipt of the goods and the invoice, with a 3% discount, or within 30 days of receipt of the invoice on a net basis.
- (5) We are entitled to rights of set-off and retention to the extent permitted by law.

§ 4. Delivery time

- (1) The delivery time specified in the order is binding.
- (2) If the supplier fails to deliver by the date specified in the order, Viertel Motoren shall be entitled – without prejudice to any other rights – to claim, for each working day or part thereof of the delay in delivery, a contractual penalty amounting to 0.3% (zero point three per cent) of the net invoice value of the delivery in default, up to a maximum of 5 per cent (five per cent) of the net invoice value of the delivery in arrears, unless the supplier is not at fault for the delay. Viertel Motoren reserves its statutory rights and claims in the event of a delay, in particular the right to claim higher damages for the delay. Any contractual penalties paid shall be set off against any further claim for damages.
- (3) The supplier is obliged to notify Viertel Motoren immediately in writing (or by email) if circumstances arise or come to its attention which indicate that the delivery deadline cannot be met.

§ 5. Transfer of risk – documents

- (1) The supplier is obliged to state our order number precisely on all dispatch documents and delivery notes; should they fail to do so, we shall not be held responsible for any resulting delays in processing.
- (2) Risk passes to Viertel Motoren upon acceptance of the goods.

§ 6. Inspection for defects – Liability for defects

- (1) We are obliged to inspect the goods, or have them inspected, within a reasonable period for any deviations in quality or quantity; a complaint shall be deemed to have been made in good time provided that it is received by the supplier without delay, i.e. within a period of 5 working days from receipt of the goods or, in the case of hidden defects, from the time of discovery. In this respect, the supplier waives the right to object on the grounds of a late or delayed notice of defect.
- (2) We are entitled to the full statutory rights in respect of defects; in any event, we are entitled to demand, at our discretion, that the supplier either rectify the defects or supply a new item. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.
- (3) We are entitled to remedy the defects ourselves at the supplier's expense if the supplier is in default.

- (4) The limitation period is 36 months, calculated from the date on which risk passes, unless the mandatory provisions of Sections 478 and 479 of the German Civil Code (BGB) apply.

§ 7. Liability – Product Liability – Indemnity – Third-Party Liability Insurance Cover

- (1) In the event that claims are made against Viertel Motoren on the grounds of product liability, the supplier is obliged to indemnify Viertel Motoren against such claims, provided that the damage was caused by a defect in the goods supplied by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. Insofar as the cause of the damage lies within the supplier's sphere of responsibility, the supplier must prove that it is not at fault.
- (2) Furthermore, the supplier shall also be liable for any loss incurred by Viertel Motoren as a result of reasonable precautionary measures taken to protect against claims arising from non-contractual liability which are predominantly attributable to the supplier.
- (3) Further statutory claims, in particular liability for damages under Section 823 of the German Civil Code (BGB), remain unaffected.
- (4) Throughout the contractual relationship with Viertel Motoren, the supplier must at all times maintain adequate product liability insurance at its own expense. Upon request, the supplier must provide Viertel Motoren with evidence that such product liability insurance has been taken out and remains in force.

§ 8. Intellectual Property Rights

- (1) The supplier warrants that its supply does not infringe any third-party rights within the European Union. Such rights include, in particular, industrial property rights such as patents, utility models or design rights.
- (2) Should we be subject to a claim by a third party, the supplier is obliged to indemnify us against such claims upon our first written request; we are not authorised to enter into any agreements with the third party – without the supplier's consent – in particular to reach a settlement.
- (3) The Supplier's obligation to indemnify us covers all expenses necessarily incurred by us as a result of or in connection with the claim made by a third party.
- (4) The limitation period is 36 months, calculated from the date of transfer of risk.

§ 9. Standards – Labelling – Certificates – CSR

- (1) The Supplier guarantees compliance with the following standards:
 - REACH (EC Regulation 1907/2006), in particular the REACH Candidate List for substances subject to authorisation;
 - Chemicals Prohibition Ordinance (implementation of Directive 76/769/EEC and associated amendments);
 - Regulation on Chemicals and the Ozone Layer; - End-of-Life Vehicles Regulation (implementation of Directive 2000/53/EC);
 - Electrical and Electronic Equipment Act (implementation of Directives 2002/95/EC and 2002/96/EC);
 - Batteries Act (implementation of Directive 2006/66/EC)
 - All other relevant statutory provisions, directives, regulations and rules, in particular those relating to occupational safety, environmental protection and product safety
- (2) Any additional standards, markings or certificates must be specified in writing in the relevant quotations.
- (3) The supplier undertakes to conduct its business relations free from corrupt business practices, not to become involved in criminal acts and to take all necessary measures to prevent such acts from occurring
- (4) The supplier undertakes, to the best of its knowledge and belief, to ensure compliance with environmentally relevant aspects and to always pay attention to sustainability and the responsible treatment of the environment.
- (5) Taking into account the information available and acting in the belief that they are acting prudently and correctly, the supplier undertakes to incorporate social and societal responsibility into their corporate policy to ensure compliance and, in the spirit of 'corporate social responsibility', to take a responsible stand against exploitation and child labour.
- (6) Any breach of the obligations set out in this clause shall entitle Viertel Motoren to terminate the contract with immediate effect.

§ 10. Set-off

Set-off against counter-claims or the exercise of a right of retention is only permitted if and to the extent that the counter-claim is undisputed or has been established by a final and binding court judgement.

§ 11. Jurisdiction – Place of performance

- (1) The place of jurisdiction is Nuremberg; however, we are entitled to bring legal proceedings against the supplier at the court in their place of residence.
- (2) Unless otherwise specified in the order, our registered office shall be the place of performance.
- (3) The contract is governed by the law of the Federal Republic of Germany. Any amendment to this agreement must be made in writing.