

## General Terms and Conditions of Purchase (GTCP) for ODW-ELEKTRIK GmbH (hereto referred to as "ODW")

(Version 03/2012)

### 1. Scope

- 1.1. The legal relations between ODW and the Supplier is oriented around these General Terms and Conditions of Purchase (GTCP).
- 1.2. These GTCP apply exclusively, unless explicitly agreed otherwise. Diverging, opposing or supplementary General Terms and Conditions from the Supplier also do not apply even if not explicitly objected to. Our GTCP also apply even if we accept or pay for the delivery of products or services by the Supplier with knowledge of conflicting Supplier Terms and Conditions.

### 2. Orders

- 2.1. Deliveries in accordance to this agreement will be executed by means of delivery schedule plans and/or individual purchase orders. The basis of the delivery is, at all times, the currently applicable state of revision of the drawings by ODW.
- 2.2. Individual purchase orders will be confirmed within 2 (two) working days after receipt by the Supplier.
- 2.3. For orders per delivery schedule plans, no separate confirmation is made by the Supplier. The order and retrieval plans shall be considered accepted by the Supplier if the Supplier does not object in writing within 2 (two) working days after receipt.

### 3. Supply

- 3.1. Materials, parts, containers and special packaging supplied by us remain our property and the Supplier must check and examine them for any visible defects. Defects and divergences must be reported to ODW within two working days. The supplied materials may only be used for the intended purpose. It is agreed that, in relation to the value of the provisions in proportion to the value of the total product ODW is a co-owner of the goods produced using our materials and parts, which are kept for us by the Supplier.

### 4. Delivery deadlines, delivery conditions

- 4.1. The deliveries in accordance with this agreement will be executed by delivery schedule plans and/or individual purchase orders. Insofar as no deviation arises from this agreement, the Supplier will execute the delivery schedule plans or individual purchase orders exclusively complying with ODW purchase conditions, packaging regulations, the supply contract and quality assurance agreement in the version applicable at the time of the conclusion of the contract.
- 4.2. Agreed deadlines and delivery deadlines given by ODW in a delivery schedule or individual purchase order are binding. Where no separate agreement has been made, the delivery takes place free of charge (DAP or DDP in accordance with Incoterms 2010). Should the destination not be specified and nothing else arranged, the delivery will be made to the registered office of ODW in Steinau an der Straße. The destination in each case is also the place of delivery (obligation to fulfil). Decisive criteria for the compliance with the delivery deadline is the receipt of goods by ODW.
- 4.3. Provided that nothing to the contrary is specified in the order, delivery times are Monday to Friday from 08:00 until 17:00 (CEST) with the exception of public holidays in Hesse or the respective ODW locations.

4.4. The Supplier assures ODW that they will provide the capacity necessary for the delivery for the annual requirement and to cater for ODW regarding the demands in the delivery schedule plans and individual purchase orders.

## 5. Delivery delays

5.1. The Supplier must immediately inform ODW of any delivery delays "as soon as they are apparent", stating the reasons and the resulting period of delay. Should the delivery deadline not be met, the Supplier is obligated to compensate for all damage caused by the delay, unless he is demonstrably not responsible for the delay.

5.2. After failure to comply with an extended deadline, ODW is also entitled to withdraw from the contract or from the order in question and to claim compensation for damages caused by non-fulfilment by the Supplier.

## 6. Delivery security

6.1. To assure spare parts production at ODW, the supplier shall be prepared to guarantee the delivery of the CONTRACT ITEMS required for this purpose up to the expiration of 15 years (unless other periods have been fixed in a written agreement) after the cessation of the series production of the ODW products into which the respective CONTRACT ITEMS are fitted. Should it become apparent to the Supplier within this period that it will no longer be possible, they will immediately give notice of the end of the supply possibilities to ODW and, provided the Supplier can offer no other possibilities to ODW, which are deemed reasonable by ODW, they will grant ODW the opportunity for procuring all-time requirement 12 months before termination of production.

## 7. Quality and Documentation

7.1. The basis of the cooperation is a management system whose functionality must be documented by means of certification in accordance with ISO TS 16949. The minimal requirement is certification in accordance with DIN EN ISO 9001. Furthermore, it is recommended that the Supplier works with an environmental management system, which is certified in accordance with DIN EN ISO 14001 and complies with all the legal requirements of the production facilities without restriction.

7.2. The Supplier can prove the efficiency of their QM-system by means of a certificate issued by an accredited certification institute.

7.3. Furthermore, the "ODW quality assurance agreement" applies, in the version applicable at the time of the conclusion of the contract.

## 8. Payment and Terms of Payment

8.1. Where no special agreement has been made, the settlement of the account will be made either within 14 days with a deduction of 3% or within 30 days without deduction from the payment due date and receipt of both the invoice and the delivery of goods or services. The payment made will be subject to auditing and examination of the goods. In the case of acceptance of premature deliveries, the due date conforms with the contracted delivery date. The payment will be made via transfer.

## 9. Force majeure

9.1. Force majeure, labour disputes, disturbances, administrative measures and other unforeseeable, unavoidable and serious events exempt the contractual partner from service obligations for the duration of the disruption and in terms of the scope of their effect. This also applies if these events occur at a time in which the contractual partner concerned is behind schedule. The contractual partners are obligated to give the necessary information immediately within reason and to adapt their obligations in good faith to the changed circumstances.

## 10. Confidentiality / Discretion

- 10.1. The Supplier will handle all information not publicly available confidentially and will not pass it on to third parties or reproduce it, insofar as this is not necessary to perform contractual duties. This includes specifications, drawings, templates, tools, documentation, models, software, and other data that ODW has made available to the client due to this contract or in connection with it. The Supplier ensures that its employees and subcontractors are also obligated to keep such information confidential. ODW keeps all rights to the ownership and copyright for all information and subject matter that is not publicly available which they have made accessible to the Supplier due to this contract.
- 10.2. The Supplier will immediately inform ODW if the Supplier, its departments, employees or consultants acquire knowledge thereof, that CONFIDENTIAL INFORMATION has been passed on in violation of this agreement.

## 11. Amendment of contractual items

- 11.1. Every technical amendment intended by the Supplier for the delivery of authorised contract items must be made known to ODW as early as possible, at the latest, however, 3 months prior to the implementation of the amendment.
- 11.2. The delivery of such amended contract items always requires the express written consent from ODW in advance, within a renewed master sample approval. Insofar as the contract items are produced according to the requirements of ODW, this also applies to the amendment itself. The costs of such a renewed master sample approval will be borne by the Supplier.
- 11.3. The preceding regulations in 11.1 and 11.2 also apply to the exchange of procurement sources for primary materials or component parts as well as the exchange of production facilities or significant amendments to the manufacturing process by the Supplier.
- 11.4. ODW can request amendments to the contract items in terms of construction and design within the boundaries of what is reasonable for the Supplier. The effects, in particular regarding the additional costs and reduced costs as well as delivery deadlines, are to be appropriately agreed by mutual consent in these cases.

## 12. Liability for defects

- 12.1. The Supplier guarantees the freedom from defects of the contract items in accordance with the legal requirements, unless otherwise stipulated in the following.
- 12.2. The Supplier guarantees that the contract items are free of defects and comply with the agreed specifications as well as the recognised technological regulations.
- 12.3. In the case of delivery of faulty products, ODW is entitled to request prompt retrospective fulfilment by means of additional delivery or subsequent improvement.
- 12.4. In the case of an identified defect, the Supplier is obligated to immediately introduce all necessary measures to rectify the defect. The Supplier is also obligated to submit a written plan of action to ODW within the given timeframe and to establish the effectiveness of the corrective measures.
- 12.5. Should increased costs to ODW for the fulfilment of their own delivery dates occur (e.g. sorting costs, increased inspection efforts in the manufacture) as a result of the defective delivery, these will be borne by the Supplier.
- 12.6. ODW is entitled to return faulty goods of the Supplier at the cost of the Supplier or, according to prior consultation with the Supplier, thrown out at the cost of the Supplier and scrapped where necessary.

12.7. The claims arising from liability for defects are subject to a limitation period of sixty (60) months from delivery to ODW. However, the limitation period is reduced accordingly if the claims of the Client from ODW arising from liability for defects expire earlier. ODW will inform the Supplier of the ODW warranty agreement existing between ODW and the Client and will inspect the relevant documents upon request, so far as this is required for the execution of the order and it is legally possible for ODW.

12.8. Provided that the goods are not used in vehicles as end products, the defect claims are subject to a liability period of twenty four (24) months from the first sale of the end product to the End Consumer.

### 13. Liability

13.1. In the case that ODW is subject to product liability claims, the Supplier is obligated to release ODW from such claims, so far as the damage has been caused through an error in the contract item delivered by the Supplier. In the cases of fault-based liability, however, this only applies if the Supplier is at fault.

13.2. The Supplier is obligated to have product liability insurance with motor vehicle recall cost insurance, as well as business liability insurance with enhanced product protection (viz. possible installation and expansion costs for defective products are also insured) valued at an appropriate level but at least 10,000,000 EUR (ten million Euros). The insurance cover is to be proven to ODW in writing upon request. This regulation is not to be understood as a limitation to the liability of the Supplier.

### 14. Property rights

14.1. The Supplier is liable for claims which result from the breach of property rights and patent applications (protective rights) upon agreed use of the contractual items.

14.2. The Supplier releases ODW and its customers from all claims, damages, demands, obligation and other costs (along with all legal costs) arising from the use of such property rights.

14.3. This does not apply, insofar as the Supplier has manufactured the contract items according to the drawings, models or equivalent other descriptions provided by ODW and does not know or, in connection with the products developed by the Supplier, does not need to know that property rights are therefore violated.

14.4. The Supplier will report the use of their own published and unpublished property rights and of licensed property rights and patent applications of the delivery item upon request by ODW.

14.5. Insofar as ODW participated in the costs of the development of the delivery item, without prejudice to any further rights, ODW shall be granted, by virtue of separate agreement with the Supplier, a temporal and regional, unlimited, non-exclusive right of use for all purposes including the right to sub-license the inventions utilised in the delivery items or the existing copyright.

### 15. General Regulations

15.1. The laws of the Federal Republic of Germany shall apply exclusively, unless otherwise agreed. The application of the United Nations Convention on Contracts for the International Sale of Goods from 11.4.1980 is excluded.

15.2. If the Supplier is a merchant, a legal entity of public law or a special asset under public law or has no place of general jurisdiction in the Federal Republic of Germany, the legal venue is the registered office of ODW in Steinau an der Straße. ODW is also entitled to sue the Supplier at its general place of jurisdiction.

- 15.3. Amendments and additions as well as the annulment of this contract or single clauses, including this clause, require the written form, unless a more stringent form is legally required.
- 15.4. Should terms of this contract be or become null and void, or should terms of this contract be or become unenforceable, the effectiveness and feasibility of the remaining terms will not be affected. Instead of the ineffective, null and void or unenforceable terms, the parties will agree upon a term which comes as close as possible to the economic intent that the parties wished with the purpose of the cancelled term. The same shall apply in the case of a contractual gap.
- 15.5. This contract is subject to German law.

Steinau, den.....

Place, date.....

ODW-ELEKTRIK GmbH

.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Saber Zaienne

\_\_\_\_\_

Head of Department Supply-Chain management

Name in clear script