

# CONDITIONS OF PURCHASE

## OF RESRG AUTOMOTIVE SE & CO. KG



### I. General Remarks

1. These conditions shall only apply if the supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. Insofar as nothing to the contrary has been agreed in writing, these conditions shall also apply during the current course of business without the necessity to make special reference to them and shall in particular also apply to on-call or subsequent orders made verbally or by telephone. A renewed reference to these Conditions of Purchase shall not be required for future orders.
2. The application of other general terms of business of the supplier shall be precluded for this order and for all subsequent orders. The validity of other such conditions shall be explicitly rejected.
3. The following order of precedence shall apply to the nature and scope of the services provided by either party:
  - the provisions of the purchase order,
  - the further contractual conditions listed in the order,
  - the technical delivery specifications and quality assurance agreements,
  - the special terms and conditions of purchasing installations, machinery, tools and equipment (if pertinent),
  - these conditions of purchase.
4. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall always take precedence. Subject to proof to the contrary, the content of such agreement shall be governed by a written contract or written confirmation by RESRG.

### II. Order and order confirmation, proof of origin, export control

1. RESRG shall place orders exclusively in writing.
2. The supplier shall confirm the order in writing. The confirmation of order must reflect all details of the order. Deviations from the orders given by RESRG shall only be deemed as approved if they have been confirmed by RESRG in writing.
3. By accepting the order, the supplier undertakes to disclose the precise country of origin of the goods and, for goods originating from the EU, to submit a long-term supplier declaration for goods with preferential origin status. Where the delivery originates from a preferred country, the supplier is obligated to create a valid preference document EUR.1 or a declaration of origin on the invoice. If the supplier's declarations or preference documents prove to be false, the supplier undertakes to compensate for the resulting loss.
4. At the request of RESRG, the supplier is obliged to inform RESRG, in writing and legally binding form in the related business documentation, about any applicable (re)export license requirements for the goods under German, European or US export control law and customs regulations as well as under the export control law and customs regulations of the country of origin of the goods. This includes the supplier providing RESRG with the following information:
  - the export list number according to annex AL of the German export administration regulations or equivalent list items of applicable export lists,
  - for US goods the ECCN (Export Control Classification Number) as per the US Export Administration Regulations (EAR),
  - the commercial origin of his goods and of the components of his goods (as per the customs code), including technology and software,
  - whether the goods were transported through the U.S.A., were manufactured or stored in the U.S.A. or made using US technology,
  - the statistical goods number (HS code) of his goods, and
  - a contact person in his organization to answer any questions about technical details and export control.At our request, the supplier is obliged to provide RESRG with any other foreign trade data relating to his goods and their components, in writing, and to inform RESRG of all changes of such data, in writing, without delay (before delivery of any goods affected by such).

### III. Delivery period and delayed delivery

1. The agreed delivery dates shall be binding on the supplier. The supplier shall inform RESRG immediately if it is evident that he will not meet the delivery period.
2. Events of force majeure, strike, lock-out as well as other unforeseeable events which cannot be overcome by reasonable efforts and which make it most difficult for

RESRG to accept and / or process the ordered goods, and which in particular lead to a stagnation of sales, shall entitle RESRG to postpone the acceptance periods or - insofar as the hindrance is not only temporary and is not the responsibility of RESRG - to withdraw from the contract without the supplier being entitled to claim damages. The supplier must be informed forthwith.

3. The supplier shall be in default without the necessity to issue a reminder once he has exceeded the delivery period. The contractual penalty shall be 1 % of the order value for every week of exceeding the delivery as agreed. However, said contractual penalty shall not exceed a maximum of 5 % of the order value. It shall be possible for this contractual penalty to be asserted after acceptance of the delivery and up to the final payment, without the necessity to make a reservation upon acceptance. RESRG shall be entitled to demand the contractual penalty in addition to performance and as a minimum amount of damages owed by the supplier in accordance with the statutory provisions. The other statutory rights of RESRG shall remain unaffected.

### IV. Delivery, consignment note and invoice

1. Place of performance for the delivery shall be the address of the consignee specified in the order. Part deliveries, deliveries falling short or exceeding the ordered quantities shall not be admissible.
2. Goods shall be forwarded at the expense and risk of the supplier. Consignments in respect of which a carriage-free delivery has not been agreed, shall always be shipped using the most economic means. Any additional costs sustained through failure to observe these provisions as well as costs for cartage etc. at the place of dispatch shall not have to be paid by RESRG.
3. Deliveries of goods with motorized vehicles shall only be accepted by the consignee from Monday to Thursday in the period 7.30 a.m. to 3.30 p.m. and on Friday from 7.30 a.m. to 2.30 p.m.
4. The consignment note shall be attached to the goods consignment. The invoice shall be sent to the invoice address in accordance with the order. Consignment note and invoice shall be provided with the RESRG order number.
5. Invoices shall be sent to RESRG separate from the consignment of goods.
6. When performing the contractually agreed services, the supplier must ensure that no vehicles, including trailers, are used on our company premises, in the immediate vicinity of our sites or during deliveries to customers that carry advertising from relevant competitors of RESRG.

### V. Price

1. If not otherwise agreed in the order, the agreed prices shall be understood to be fixed prices. The prices include the carriage and packaging charges and other fees to the address of the consignee.
2. Should it be necessary to place orders without having previously agreed on price, the prices of the previous order shall be agreed in the case of a current business relationship. In all other cases the supplier's list price valid at the time of the order shall apply less the agreed discount unless the list price valid at the time of performance by the supplier is more favorable for RESRG.

### VI. Payment

1. Place of performance for all payments shall be RESRG.
2. Insofar as nothing to the contrary has been agreed, payments shall be made after receipt of goods and invoice as well as after any legally stipulated or agreed acceptance within 30 days without deduction.
3. Every payment shall be made subject to RESRG's rights derived from any defects. RESRG is entitled to retain payment in whole or in part until such times as the faults have been rectified or other counterclaims from the entire business relationship have been satisfied. Payment shall mean neither acknowledgement, satisfaction nor waiving of warranty. This shall also apply in respect of the statement of receipt upon acceptance of goods.

### VII. Production inspections, complaints

1. The supplier shall carry out an inspection of the products to be delivered, especially a goods outward inspection. The supplier shall ensure that his deliveries comply with the agreed condition, especially RESRG's technical terms of delivery. The supplier shall undertake to make records of the inspections made and to archive all inspection, measurement and inspection results for a period of 10 years. RESRG shall be entitled to inspect these records and documents and to make copies.

# CONDITIONS OF PURCHASE

## OF RESRG AUTOMOTIVE SE & CO. KG



2. The statutory provisions shall apply to the commercial duty to inspect and give notice of defects with the following proviso: RESRG's duty to inspect shall be limited to defects which become apparent upon external inspection including the delivery documents (e.g. transport damage, incorrect and short deliveries). RESRG's obligation to give notice of defects for defects discovered later shall remain unaffected. Irrespective of RESRG's obligation to inspect, a complaint by RESRG (complaint or notice of defect) shall be deemed immediate and timely if it is dispatched within 10 working days of discovery or, in the case of obvious defects, within 10 working days of delivery.

### VIII. Warranty claims, guarantee

1. The supplier shall provide a guarantee of 3 years on his deliveries and services as from passing of risk. He shall guarantee that during the term of his guarantee his deliveries and services are
  - a) free from defects of any nature,
  - b) are fully suitable for the intended or agreed purpose and
  - c) exhibit the contractually agreed or warranted characteristics.In the event of a warranty claim, RESRG shall be entitled to subsequent performance. If the supplier has provided or offered a longer or more far-reaching guarantee, then this guarantee provided or offered by the supplier shall apply. The statutory defect rights remain unaffected by the guarantee.
2. The statutory provisions shall apply to the rights of RESRG in the event of material defects and defects of title of the goods (including incorrect and short deliveries as well as defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise provided below.
3. Subsequent performance shall also include the removal of the defective goods and reinstallation if the goods have been installed in another item or attached to another item in accordance with their type and intended use. RESRG's statutory claim for reimbursement of corresponding expenses shall remain unaffected. The seller shall bear the expenses required for the purpose of inspection and subsequent performance even if it turns out that no defect actually existed. RESRG's obligation to pay damages in the event of an unjustified demand for rectification of defects shall remain unaffected; however, RESRG shall only be liable in this respect if RESRG has recognized or grossly negligently failed to recognize that no defect existed.
4. Irrespective of the statutory rights and the provisions in para. 3, the following shall apply: If the supplier fails to meet its obligation to subsequent performance - at RESRG's option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by RESRG, RESRG shall be entitled to remedy the defect itself and to demand reimbursement from the supplier of the expenses incurred or an appropriate advance payment. If subsequent performance by the supplier has failed or is unreasonable for RESRG (e.g. due to particular urgency, or imminent occurrence of disproportionate damages), no deadline shall be set; RESRG shall inform the supplier of such circumstances immediately, if possible in advance. Otherwise, RESRG shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, RESRG shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.
5. The limitation period for warranty claims due to a material or legal defect is 5 ½ years from delivery, unless a further period is provided by law. In the event of defects of title, the supplier shall indemnify RESRG against any claims by third parties.
6. Before RESRG acknowledges or fulfills any claim for defects asserted by the customer, RESRG shall notify the supplier and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by RESRG shall be deemed owed to our customer. In this case, the supplier shall be responsible for providing proof to the contrary.
7. RESRG's claims arising from supplier recourse shall also apply if the defective goods have been further processed by RESRG or another entrepreneur, e.g. by incorporation into another product.

### IX. Producer liability

1. RESRG shall be entitled to the legally determined recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) in addition to the defect claims. In particular, RESRG shall be entitled to demand from the supplier exactly the type of subsequent performance (subsequent improvement or replacement delivery) which RESRG owes to the customer in individual cases. RESRG's statutory right of choice (Section 439 (1) BGB) shall not be restricted thereby.
2. If the supplier is responsible for product damage, he shall indemnify RESRG against claims of third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in the external relationship.
3. Within the scope of its obligation to indemnify pursuant to Para. 2, the supplier shall reimburse any expenses incurred as a result of or in connection with any claims asserted against third parties, including recall actions carried out by RESRG. RESRG shall inform the supplier about the content and scope of recall actions - as far as possible and reasonable - and give the supplier the opportunity to comment. Further legal claims shall remain unaffected.

### X. Passing of risk

Risk of accidental loss and accidental deterioration of the goods shall pass to RESRG once the goods have been accepted at RESRG's premises or the specified place of delivery. This shall also apply if RESRG has assumed the expense of forwarding in an individual case or the delivery has been made "ex factory".

### XI. Means of production, drawings, specifications

1. Means of production such as models, specimens, forging dies, tools, gauges, drawings, software and similar which RESRG places at the disposal of the supplier or which are produced by the supplier according to RESRG's instruction, may be neither sold, pledged nor otherwise passed on to third parties nor used for third parties in any way. The means of production shall become RESRG's property upon procurement or manufacture by the supplier. Hand-over shall be replaced by the supplier keeping the means of production free of charge on behalf of RESRG. The supplier shall maintain, repair and where necessary renew the means of production at his own expense for the agreed serviceable life.
2. The means of production shall be returned to RESRG upon request.
3. The specifications of work and services compiled by RESRG shall remain RESRG's property even after submission. They are protected by a RESRG copyright. In respect of their contents, XI.(1.) shall apply accordingly.

### XII. Secrecy, property rights

1. The supplier shall undertake to treat all knowledge obtained on production etc. to which he becomes privy in connection with the performance of the order or a visit, as well as all drawings, orders and business relationships as a business secret and shall not in any way pass said knowledge on to third parties. These obligations to maintain secrecy shall be imposed on employees who are entrusted with the performance of the order by the supplier. Should the supplier, after obtaining RESRG's prior consent, involve subcontractors or other vicarious agents, the supplier shall impose the same confidentiality obligations on such parties as the supplier itself is required to meet.
2. The supplier shall be liable for ensuring that the property rights of third parties are not infringed by the delivery and use of the delivery item. He shall ensure that the delivery item is free of third-party industrial property rights, in particular with regard to processes for its manufacture and use. Insofar as the supplier holds his own industrial property rights pertaining to the delivery item, he shall inform RESRG accordingly in time. The same shall apply to existing industrial property rights of third parties. The supplier shall undertake to indemnify RESRG and customers of RESRG against all possible costs and claims for damages by third parties arising from the infringement of industrial property rights.
3. The know-how developed as part of an order, other findings etc., as well as any rights existing thereto shall appertain solely to RESRG. The supplier shall not be entitled to use this know-how or other findings for other customers without written consent.

# CONDITIONS OF PURCHASE

## OF RESRG AUTOMOTIVE SE & CO. KG



### **XIII. Execution/Environmental Protection, Safety, Health Protection and Quality, REACH**

1. The supplier shall be required to comply with the recognized codes of practice and applicable statutory and official regulations as well as RESRG's operative rules and regulations. Unless the purchase order demands further-reaching requirements, goods must be supplied and work must be performed in accordance with the recognized code of practice. The goods to be supplied as well as the works to be performed must, at all events, be produced and finished in such a way that on the day of delivery they meet all applicable statutory and official regulations and satisfy the regulations for the protection of accidents. Under the German Machine Ordinance (Maschinenverordnung) machines and technical working materials must be supplied with an EC Declaration of Conformity, including CE marking or a manufacturer's declaration; a set of operating instructions in national language must also be provided.
2. In the event that the supplier delivers substances/mixtures that are hazardous substances within the meaning of the German Ordinance on Hazardous Substances (Gefahrstoffverordnung - GefStoffV) or if the supplier delivers products the use of which may present the risk of such substances being released, the supplier shall undertake, without being asked, to furnish the EC Safety Data Sheet pursuant to Regulation (EC) No 1272/2008 (CLP); the supplier is prohibited from using CMR substances. The supplier is responsible for ensuring that their deliveries comply with the terms in legislation (EG) no. 1907/2006 for the registration, evaluation, authorization and restriction of chemical substances ("REACH Legislation"). The supplier is responsible in particular for ensuring that the substances contained in the products that they supply, if required under the terms of the REACH Legislation, have been registered as specified in the terms of the REACH Legislation, and that RESRG is provided with the relevant safety data sheets or required information in line with article 32 of the REACH Legislation. If the supplier supplies products under the terms of article 3 of the REACH Legislation, they are also responsible in particular for ensuring that they comply with their duty to pass on the information specified in article 33 of the REACH Legislation.
3. The supplier undertakes, on his own authority, to take care to adhere to all relevant rules and safety regulations when executing the work the contract entails. If the work the contract entails should be executed entirely or in part on RESRG premises, then the supplier also undertakes, in particular, to ensure, on his own authority, that he acquaints himself with and adheres to the regulations, rules and procedures that apply to RESRG premises. The supplier herewith expressly confirms that he shall acquaint himself with and adhere to such. The supplier shall obligate any subcontractors used accordingly and shall forward the relevant information to them.

### **XIV. Compliance with Minimum Wage Act, provision of surety, special right of termination**

1. The supplier guarantees that each of its employees is continuously and promptly remunerated at a level not less than the respectively applicable statutory minimum wage. The supplier shall also impose commensurate obligations on any subcontractors and employment agencies with whom the supplier maintains contractual relations accordingly within the scope of the German Minimum Wage Act (MiLoG).
2. With respect to subcontractors and employment agencies with whom the supplier or its subcontractor maintain contractual relations, the supplier guarantees that each worker employed by such accordingly within the scope of the German Minimum Wage Act (MiLoG) is continuously and promptly remunerated at a level not less than the respectively applicable statutory minimum wage.
3. In compliance with the provisions of data protection law, RESRG is entitled to inspect company documentation for the purpose of substantiating the supplier's obligation to pay the minimum wage. To this end, the supplier shall provide at the request of RESRG commensurately verifiable documentation free of charge within a suitable period, in particular documents pursuant to Section 17 of the German Minimum Wage Act (MiLoG) and payrolls, both in duly anonymised form. The supplier shall also impose commensurate obligations on any subcontractors and employment agencies with whom the supplier maintains contractual relations.
4. The supplier indemnifies RESRG from all liability pursuant to Section 13 of the German Minimum Wage Act (MiLoG). In the event of any claim asserted against RESRG pursuant to

Section 13 MiLoG by employees of the supplier, its subcontractors or employment agencies with whom the supplier maintains contractual relations, regardless of culpability the supplier is strictly liable for all respective costs of the claim. To safeguard this right of recourse, upon request the supplier is obliged to provide RESRG with an adequate level of surety in the form of an irrevocable and unconditional absolute guaranty at the first request of a bank or credit insurer authorized to perform such transactions in Germany. The costs of the guaranty shall be borne by the supplier.

5. Should the supplier breach its obligations under para. 1 or in the event of any claims asserted against RESRG pursuant to Section 13 MiLoG by employees of the supplier, its subcontractors or employment agencies used by the supplier, RESRG shall be entitled to terminate orders and other agreements, including partially, without notice.

### **XV. Assignment of claim, offset, venue, choice of law**

1. Without prior consent, the supplier is not authorized to sign over claims arising against RESRG or to arrange for collection by a third party. If, in violation of this clause, the supplier does in fact assign claims arising against RESRG to a third party without RESRG's consent, the said assignment shall nevertheless be effective. However, RESRG may, at its own discretion, release itself from any obligation by making payments to the supplier or third party.
2. It shall only be possible to offset RESRG's claims with counterclaims or exercise a right of retention if the counterclaim has been recognized in writing or has become res judicata. RESRG can also claim a right of retention against supplier's claims that are not yet due.
3. RESRG shall be entitled to offset all its claims irrespective of the form they may take, against all claims the supplier has against a company of the RESRG Group. This shall also apply in the case of different due dates of the claim. This also applies to claims that are not yet due.
4. The law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
5. Exclusive - also international - place of jurisdiction is Hof / Saale, Germany. Priority statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.