

General Terms and Conditions of Purchase of Heinze Solutions GmbH

§ 1 General / area of applicability

1. The general terms and conditions outlined below shall apply to the business relationships between Heinze Solutions GmbH ("HEINZE") and its business partners ("suppliers") if their applicability is agreed. These terms and conditions of purchase shall be deemed to be agreed should the supplier not object to them immediately following conveyance.
2. The contractual relationship shall be exclusively governed by these general terms and conditions of purchase. Any conflicting terms of the supplier or any terms which deviate from these general terms and conditions of purchase shall not be recognised, unless HEINZE expressly agrees to their applicability in writing. These general terms and conditions of purchase shall also apply if HEINZE accepts the delivery without reservation in the knowledge of conflicting provisions or conditions of the supplier which deviate from the general terms and conditions of purchase of BUKU- MA.
3. These general terms and conditions of purchase shall also apply to all future transactions between the contracting parties, without the need to subsequently refer once again to these provisions. This shall also apply if these terms and conditions only become known to the supplier following conclusion of the contract during the first transaction.
4. Legally relevant declarations and notices which are to be submitted by the supplier towards HEINZE following conclusion of the contract (for example setting of deadlines, warnings, declarations of rescission) shall require written form to take effect, unless otherwise expressly prescribed.
5. References to the validity of statutory provisions shall only have clarifying significance. Therefore, the statutory regulations shall also apply without such a clarification insofar as they are not directly changed or are explicitly excluded in these general terms and conditions of purchase.

§ 2 Order, amendments, documents, safekeeping

1. Fundamental contractual agreements, which include in particular framework and supply agreements ("contracts"), as well as their amendments and additions thereto shall require written form in accordance with § 126 of the German Civil Code (BGB) unless expressly provided otherwise. For individual call-offs ("individual orders"), framework orders and delivery schedules ("revision levels") within the framework of business relationships which are regulated by the above mentioned fundamental contractual agreement, the written form shall also include fax and email.
2. Unless offers of HEINZE contain an express binding deadline, the supplier shall be able to accept an offer within two weeks of receipt. At the latest, call-offs and delivery schedules shall become binding if the supplier does not object to them within 5 working days of receipt.
3. The framework order contains the binding contents of the contract concerning material specifications, the prices per unit and other material designations. The quantities

specified herein, as well as any delivery schedules stated, shall be non-binding and merely serve as information for the supplier. HEINZE shall set the binding delivery quantity and delivery dates in a delivery schedule. Unless otherwise agreed, details given in individual orders shall be binding as a whole.

4. HEINZE shall be entitled to demand amendments to the order/subject of delivery in respect of construction and design to the extent that is reasonable. Thereby the effects, in particular in respect of the additional costs and reduced costs, as well as the delivery dates, shall be mutually regulated in a reasonable manner. The supplier shall be obliged to inform HEINZE immediately in writing in respect of additional costs and/or reduced costs which are incurred by means of the amendments.
5. To the extent that is necessary, the supplier shall be obliged, at the request of HEINZE, to make the supplier declaration, including certificate or origin/evidence of preference available to HEINZE. HEINZE shall be entitled to refuse delivery which has been provided without the said documents, despite the issuing of a corresponding request.
6. The obligation to store the specification and proof documents with special archiving shall exist for at least 15 years (see VDA vol. 1 "verification"), unless the storage time is determined on the basis of a customer request. In this respect, the supplier shall make enquiries of HEINZE or, in agreement with HEINZE, the customer of BUKU-MA, following the slow-down time of the product(s) for whose manufacture the goods delivered by the supplier are used. The respective model and other primary products produced by the supplier shall also be considered as documents which must be stored. On request, the supplier shall grant HEINZE access to the said documents at short notice (within two days).

§ 3 Delivery, transfer of risk, delivery time and place

1. Unless otherwise expressly agreed, delivery shall take place carriage paid (DDP in accordance with Incoterms 2010) to the place stated in the order.
2. The delivery time given in the delivery schedule shall be binding unless otherwise agreed in writing. Otherwise, delivery times shall be binding if so agreed. The deliveries must correspond to the quantity and time specified by HEINZE. HEINZE shall not be obliged to make payments for goods which exceed the delivery quantities outlined in the delivery requirements of HEINZE. HEINZE shall be entitled to amend the frequency of the planned deliveries or to temporarily suspend planned deliveries, whereby neither of the mentioned cases shall entitle the supplier to amend the prices for the said goods at the expense of HEINZE. The day of receipt of the goods at the place of delivery shall be deemed to be the day of delivery.
3. The transfer of risk shall take place at the respective place of delivery.
4. The supplier shall be obliged to immediately inform HEINZE in writing if circumstances arise and become known to the supplier due to which the required delivery time cannot be met. In case of non-compliance with the agreed delivery time, the supplier shall be obliged to provide compensation in respect of all indirect and direct expenses which are incurred as a result. The acceptance of a delayed delivery or service shall not be taken as representing a waiver of claims to damages.
5. Should the supplier exceed the agreed delivery date, the supplier shall be obliged to pay a contractual penalty of 0.3% of the value of the order for each working day of

delay. In total, the contractual penalty shall not exceed 5% of the order value, in case of partial deliveries 5% of the order sum of the respectively due and agreed partial delivery. The right to assert further claims shall not be excluded thereby. In such a case, the penalty imposed up until that point shall be set off as a minimum amount of the damages to be paid.

§ 4 Prices, terms and conditions of payment, set-off, deliveries

1. The price set out in the order shall be binding and shall be considered as delivery duty paid (DDP Incoterms 2010) unless expressly agreed to the contrary in writing, including proper packaging and statutory tax.
2. As a rule and unless otherwise agreed in writing, payment shall take place following receipt of the goods and proper invoicing within 14 days minus 3% discount, within 30 days minus 2% discount, or within 60 days fully net. In case of acceptance of premature deliveries, the due date shall be in accordance with the agreed delivery date. In case of defective deliveries, HEINZE shall be entitled to retain payment proportionately to the value until proper performance has taken place.
3. HEINZE shall be entitled to rights of set-off and rights of retention to the statutory extent. Furthermore, HEINZE shall be entitled to deduct payment claims due to delivery delay or guarantee from the ongoing claims of the supplier.
4. The set-off and assertion of rights of retention by the supplier shall only be permitted if the counterclaim is legally titled, recognised or undisputed.
5. A detailed packaging note or delivery note giving the necessary data, in particular order number, article number and manufacturer number shall be attached to all deliveries. Should the supplier fail to comply with the above, HEINZE shall not be responsible for any delays incurred as a result. In respect of deliveries from outside of the place of delivery, regardless of the issuing of the invoice, a detailed notice of dispatch with two copies, which contain the above mentioned information, shall be sent on the day of departure of the goods. Non-compliance with the purchasing and dispatch regulations shall entitle HEINZE to refuse acceptance of the goods at the expense and risk of the supplier.

Rights of retention, work tools, transfer of ownership

1. HEINZE shall retain all rights of ownership and copyright in relation to orders, pictures, diagrams, calculations and other documents ("documents") which are handed to the supplier for the purpose of fulfilment of its contractual obligations. The said documents shall not be made accessible to third parties without the express written agreement of HEINZE. The supplier shall fully return the documents to HEINZE at the latter's request. Following conclusion of the order, the documents shall be returned to HEINZE without the need for a request. Any copies made by the supplier shall be destroyed; the only exceptions shall be storage in accordance with statutory safekeeping obligations, as well as the saving of data for security purposes within the framework of usual data backup.
2. Work tools, equipment and models which HEINZE makes available to the supplier or which are manufactured for contractual purposes and separately charged to BUKUMA by the supplier ("work tools") shall remain the property of HEINZE or its customer, or shall become the property of HEINZE on completion. Any commercial property

rights or copyright in relation to the work tools shall immediately be assigned to HEINZE on their completion. Insofar as previous proprietary rights of the supplier are necessary for the production/use of the work tools, the supplier hereby grants HEINZE a temporally and locally unlimited free-of-charge right of use, which includes use for the purposes of serial production. The work tools shall be marked as being the property of HEINZE, shall be carefully stored and used exclusively for the purpose of the contract. The costs of maintenance and repair of the work tools shall be borne by the supplier, unless otherwise separately agreed in writing. The supplier shall be obliged to inform BUKA immediately of all damage to the work tools. On request, the supplier shall be obliged to return the work tools to HEINZE in good condition if they are no longer required by the supplier in order to fulfil its contractual obligations in relation to HEINZE. Furthermore, the supplier shall be obliged to insure the work tools of HEINZE or the relevant end customer which it is storing to a reasonable extent against natural hazards, however as a minimum to the amount of the replacement value.

3. Should HEINZE provide the supplier with parts, these shall remain the property of HEINZE. Processing or transforming by the supplier shall be undertaken by the supplier on behalf of HEINZE as the manufacturer. Should goods supplied under reservation of title of HEINZE be processed with other items which do not belong to HEINZE, HEINZE shall acquire joint ownership in the new object in relation to the value of the items which belong to HEINZE (purchase price plus tax) to the other items at the time of processing.
4. Should the realisable value of the security rights to which HEINZE is entitled to in accordance with Paragraph 3 exceed the purchase price of all goods supplied under reservation of title which have not yet been paid by more than 10% and not only on a temporary basis, HEINZE shall be obliged to release the security rights at its own choice on the demand of the supplier.
5. Unless otherwise agreed, HEINZE shall become the direct owner of the said goods on handover of the goods/products ("goods").
6. Should the goods ordered by BUKAMA be manufactured in accordance with the details, diagrams or models of the said, the following provision shall apply:
Goods manufactured in such a way as well as the special facilities, matrices or similar suitable for their production may only be delivered to third parties with the express agreement of HEINZE. This shall also apply if the supplier has procured the special facilities, matrices or similar at its own expense or if HEINZE has refused delivery of the ordered goods due to late or defective delivery, or if HEINZE declines to make further orders despite proper delivery.

§ 6 Liability for defects, quality system, product liability

1. The supplier hereby guarantees that the objects of delivery ("goods") conform to the contractual requirements. In particular, the goods to be delivered shall conform to the contract,
 - a) if they correspond to the specification attached to the order by HEINZE and/or correspond to the prototype, sample or model made accessible by HEINZE,
 - b) if they do not demonstrate any defectiveness in design, materials and in construction, are made from the highest quality materials and correspond to the relevant state of science and technology and

- c) if they correspond to the relevant statutory provisions under statute, ordinance or directives and other public law regulations.

Otherwise, the statutory provisions shall additionally apply.

The organisational and material requirements to ensure that each product delivered to HEINZE corresponds to the technical regulations which form the basis of the contract must be present at the premises of the supplier. The supplier shall be responsible for ensuring that it maintains an effective monitoring system.

2. The supplier shall be obliged to maintain a quality assurance system which corresponds to the respective state of technology, however as a minimum to the respective applicable and current standards in the automotive industry, for example VDA 6.2, 6.3 and ISO TS 16949.
3. Following receipt, HEINZE shall inspect the products within the framework of a visual check for identity, quantity and obvious defects within a deadline of two weeks. Defects to the delivered products shall be notified to the supplier immediately, however at the latest within two weeks of discovery. To this extent, the supplier waives the claim of late notification of defects as defined in § 377 of the German Commercial Code (HGB). In respect of hidden defects, a deadline of two weeks following discovery of the defect shall be deemed reasonable.
4. The supplier shall continually monitor the quality of the products and document the inspection results in writing. The contracting parties shall mutually inform each other of the possibility of improvement in quality.
5. In case of the defectiveness of the delivered products, BUKAMA shall be fully entitled to the statutory defects claims.
6. Furthermore, HEINZE shall be entitled to rescind the contract or pursue claims for damages in lieu of performance also in case of only insignificant deviations from the agreed quality or in case of insignificant restriction of usability.
7. In case of delivery of defective products, HEINZE shall be entitled to demand the following if the respective statutory requirements and the prerequisites outlined below are present and unless otherwise agreed in writing:
 - a) Prior to commencement of production (processing or assembly), HEINZE shall initially give the supplier the option of sorting out and dealing with defects, or providing supplementary (replacement) delivery, unless this cannot be reasonably expected of HEINZE. Should the supplier not be able to carry this out, or should it not immediately comply, HEINZE shall be entitled to terminate the contract without giving notice and return the goods at the risk of the supplier. In urgent cases (threatened contractual penalty, expected delivery delay, impairment of operational safety), HEINZE shall be entitled to deal with the defects by itself or commission a third party to do so, after informing the supplier. Any costs incurred in this respect shall be borne by the supplier.
 - b) Should the defect not be determined until after commencement of manufacture despite checking in accordance with § 6. Paragraph 2, HEINZE shall also be entitled to:
 - require supplementary performance and reimbursement of the necessary costs for the purpose of supplementary performance in accordance with § 439 Paragraphs 1, 3 and 4 of the German Civil Code (BGB), which shall, in particular, include transportation costs, as well as dismantling and assembly expenses (labour costs, material costs) or
 - reduce the purchase price.

Otherwise, the remaining provisions of Paragraph 4 shall apply.

8. In case of a breach of duty which goes beyond the delivery of defective goods (for example in case of a clarification, advice or inspection obligation), HEINZE shall be entitled to require compensation in respect of the resulting loss, as well as of the compensation paid by HEINZE to its customer in respect of consequential losses due to defects, unless the supplier is not responsible for the breach of duty.
9. The warranty period shall end following the expiry of 36 months and in case of defects of title, following the expiry of 48 months, unless otherwise agreed in individual contracts. The warranty period shall commence on delivery of the goods to the place of delivery. Should repairs be carried out within the framework of supplementary performance, the warranty period shall begin at the time of proper supplementary performance. The recommencement of the statute of limitation shall not however apply in cases where supplementary performance takes place due to justified demands of supplementary performance.
10. Regardless of the statutory provisions, the supplier shall be liable in relation to HEINZE to an unlimited extent for all personal, material and financial damage which is due to the defectiveness of the product or delivery. The supplier shall be obliged to release HEINZE from damages claims of third parties due to product damage at first request, unless the cause of such damage is not within the field of management and administration of the supplier and the supplier itself would not be liable in external relations. Should action be taken against HEINZE by its customers in case of the presence of serial defects, the supplier shall release and indemnify HEINZE at first request, unless the defect can be proved not to be within the scope of supply of the supplier.
11. The obligation to pay damages shall also extend to measures to avoid claims, in particular to product recalls. In case of a product recall, HEINZE shall endeavour to inform the supplier in advance about the planned measures and agree further proceedings with the supplier.
12. The supplier hereby guarantees that all objects subject to the deliveries are in its sole ownership and that no third party rights of any kind (such as rights of lien, other creditor positions from the assignment of claims or other credit securities, purchase of claims etc.) stand in opposition to this. Should claims relating to the infringement of third party rights be brought against HEINZE or its customers in connection with the use of the delivery or services, as well as in the case of resale, the supplier shall be obliged to release HEINZE or its customers from such claims and to provide compensation in respect of all related losses, including court and out-of-court costs, unless the supplier is not at fault.
13. In case of defective deliveries, claims of HEINZE under the German Product Liability Act (Produkthaftungsgesetz), unlawful acts and agency of necessity shall not be affected by this Section 6 (liability for defects).

§ 7 Insurance

The supplier shall be obliged to insure itself against risks under product liability, including the risk of recall in a reasonable manner and to a reasonable amount and to provide HEINZE with proof of conclusion or maintenance of insurance on request. A product liability insurance policy with a sum insured of at least 5 million euros per incidence of damage to persons or property shall be maintained as a blanket policy.

§ 8 Confidentiality

1. HEINZE and the supplier ("contracting parties") shall be obliged to only use all documents (including samples, models and designs), knowledge, reports and correspondence within the framework of the entire contract which they receive under the business relationship for the jointly pursued purpose and to maintain confidentiality in relation to third parties with the same care as is applied to their own documents and knowledge, if the other contracting party has declared the said documents, knowledge, reports and correspondence to be confidential or has an obvious interest in their secrecy. Furthermore, in respect of the business and operating secrets disclosed by HEINZE, in particular the know-how communicated for the purpose of carrying out of the orders, the supplier shall be obliged to neither use or exploit the business and operating secrets for its own work nor to allow third parties to become aware of the said in any form. To the extent that this has not yet taken place under the contract of employment, the contracting parties shall oblige their employees which carry out the business relationship at hand to maintain confidentiality as set out in this section and to inform the said employees that the said obligation to maintain confidentiality shall continue to exist following termination of the employment relationship. The supplier shall also take steps to ensure that the subcontractors engaged by it are also obliged to maintain confidentiality in accordance with this section.
2. The obligation shall not apply in respect of documents and knowledge which are generally known or were already known prior to receipt by the contracting party, without the contracting party having been obliged to maintain confidentiality, or which are subsequently forwarded to an authorised third party or which are developed by the receiving contracting party without using documents or knowledge of the other contracting party which are to be kept confidential.
3. The obligations to maintain confidentiality in accordance with this provision shall not be affected by termination of this contract, rather they shall continue to exist.
4. For each culpable breach of the above-mentioned obligations, the contracting partner shall pay a contractual penalty, which shall be calculated in accordance with the fair and just assessment of the respective other party. The other contracting partner shall be permitted to provide proof that the loss has not taken place or is not as high as claimed, or that it is not at fault.
5. The parties shall only be entitled to use their business relationship in advertising with the prior written agreement of the respective other contracting partner.

§ 9 Property rights, protection of know-how

1. The supplier hereby guarantees that no third party rights are being infringed in connection with its delivery, to the extent it could have or has recognised the said infringement.

2. Should damages claims be brought against HEINZE or third parties in connection with the delivery due to the violation of commercial property rights, the supplier shall be obliged to release HEINZE or the third party from the said claims and to provide compensation in respect of all costs incurred, including court and out-of-court costs.
3. The supplier shall only be permitted to use the technical information and processing guidelines or know how acquired in any other way which was obtained through the co-operation with HEINZE for the purpose of the working relationship with HEINZE, unless a use and remuneration provision which goes beyond this is concluded with HEINZE.

§ 10 Cost reduction measures

1. The contracting parties hereby agree that a long-term business relationship is especially dependent on the efforts of the supplier to offer competitive prices. In respect of these efforts, the following obligations are incumbent:
 - a.) The supplier shall carry out cost cutting and efficiency increasing measures, which assist with reducing prices. Should such measures actually lead to a reduction in costs, the supplier shall be obliged to pass on a reasonable part thereof to HEINZE by means of a price discount.
 - b.) Should third parties offer corresponding products in comparable circumstances at a cheaper price in relation to HEINZE, HEINZE shall inform the supplier of this in writing and request a corresponding adjustment of the prices, which shall take place within three months of the request. Otherwise, HEINZE shall be entitled to terminate the contract and its implementation on expiry of the three months.
2. The supplier shall be obliged not to demand any contractual provisions and terms which place HEINZE at a disadvantage in relation to other customers of the supplier. The obligation shall not be hereby restricted to a disadvantage in price setting, rather shall also comprise discounts, rates, time of delivery, scope of guarantee and services.

§ 11 Force majeure

Any delay or omission on the part of one of the contracting parties in relation to the obligations named herein shall be disregarded if the supplier is not in a position to manufacture, sell or deliver the goods and services covered under this contract or if HEINZE is not in a position to receive, purchase or use the deliveries if this is a result of an event which is not under the reasonable control of the respective parties and which takes place without blame being attributed to either party or without negligence. As an example (but without any claim to completeness), this can include cases of force majeure, government measures (regardless of their validity), fires, floods, storms, riots, natural disasters, wars, sabotage, lack of manpower and delivery equipment. However, the above shall only apply on the condition that a written notification concerning the type of delay (including its expected duration) is submitted to the other respective party as soon as possible following occurrence of the event concerned. For the duration of such a delay or such an omission in respect of fulfilment of the contractual obligations by the supplier, HEINZE shall be entitled, by its own choice, to obtain the goods concerned from a third party and to reduce the scope of delivery ordered from the supplier by this quantity, without HEINZE incurring any liability in relation to the supplier. HEINZE shall also be entitled to request that the supplier obtains the goods concerned from other sources in the quantity requested by

HEINZE and at a time to be specified by BUKUNA, at the prices stated in this contract. At the request of HEINZE, the supplier shall provide a reasonable guarantee within 10 (ten) days that the delay of such a type will not exceed a duration of 30 (thirty) days. Should such a delay last for longer than 30 (thirty) days, HEINZE shall be entitled to terminate the contract immediately without incurring any liability.

§ 12 Place of jurisdiction clause and place of performance, choice of law

1. The place of jurisdiction shall be the place of business of HEINZE. However, HEINZE shall be entitled to bring lawsuits against the supplier at its place of business.
2. Unless otherwise stated in the order, the place of business of HEINZE shall be the place of performance.
3. The law of the Federal Republic of Germany shall exclusively apply, to the exclusion of the UN Sales Convention.

§ 12 Arbitration clause and place of performance, choice of law

1. All disputes arising in connection with these terms and conditions, their validity or the contracts concerned shall be finally decided in accordance with the rules of arbitration of the German Institution of Arbitration e.V. (DIS), to the exclusion of standard legal recourse. The place of the arbitration proceedings shall be Cologne, Germany. The number of arbitrators shall be three. The language of the arbitration proceedings shall be German. The applicable material law shall be that of the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG).
2. Unless otherwise stated in the order, the place of business of HEINZE shall be the place of performance

§ 13 Written form, assignment, conveyance of rights and obligations, severability clause

1. Amendments to these provisions and the contractual relationship shall require written form. The same shall also apply in case of annulment of the written form requirement. Individual agreements in accordance with § 305b of the German Civil Code (BGB) shall have priority.
2. The supplier shall not be entitled to assign its claim against HEINZE or have the said claim collected by third parties without the prior written agreement of HEINZE.
3. Rights and obligations under the contractual relationship may only be conveyed to third parties with the agreement of the other contracting party.
4. Should any individual provisions of these general terms and conditions of purchase be or become ineffective in full or in part, the validity of the remaining provisions shall not be affected thereby.