

**I. Definition, Scope**

1. The following general terms and conditions of business shall not apply in relation to consumers. 2. The following general terms and conditions shall apply exclusively. Buehler Motor GmbH (hereinafter referred to as Buehler) will not acknowledge nor accept any of the Buyer's diverging terms and conditions which are contrary to or differ from these present terms and conditions, unless it will expressly have given its consent to the applicability thereof in writing. The following terms and conditions shall also apply in those cases where Buehler performs and delivers to the Buyer without making any reservations, being fully aware that Buyer's terms and conditions are either the contrary of or diverge from Buehler's terms and conditions. 3. No agreements or understandings, or collateral or subsidiary agreements which differ or diverge from these terms and conditions shall be valid and applicable, unless and until Buehler will have confirmed the same in writing. 4. These present general business terms and conditions shall equally apply for all future contracts.

**II. Offers, documents, confirmation of orders**

1. If an order is to be qualified as an offer under Section 145 of the German Civil Code, Buehler can accept this within a 4 week period. 2. Buehler reserves its proprietary and copyrights on all illustrations, drawings, calculations and other paperwork and documentation. The same shall also apply for any such written documentation which is referred to and qualified as „confidential“. Any disclosure and any passing of such information and documentation to any third party or parties shall be subject to and requires Buehler's express consent in writing. 3. No contract for delivery or supply will be made unless and until any one order will have been confirmed in writing, at the latest, however, with the delivery of the products concerned. Communication of any such information by way of telecommunication shall comply with and meet the requirement of the written form. If Buehler can present a transmission report to prove that it has dispatched and transmitted any one such statement or message either by telefax or by telecommunication, it shall be assumed that the Buyer did receive such statement or message, unless the Buyer will be able to submit evidence to prove to the contrary. 4. If and in so far as Buehler will use telecommunication or media services for the purposes of concluding a contract, the Buyer waives notification of the information as specified in the ordinance provided under Art. 241 of the Introductory Act to the German Civil Code, as well as a confirmation of receipt of its order. Orders transmitted by way of electronic means shall not be deemed as having been received unless and until Buehler will have fetched and opened the same. Buehler reserves the right to cancel orders without having opened the same.

**III. Call orders**

1. In the event where orders are or will be passed on call, the period within which the total quantity will have to be delivered and delivery thereof will have to be taken shall be 12 months beginning on the date of the confirmation of the order, as long as no diverging agreement thereon will have been made in writing. 2. Any remaining stock may be delivered at the end of said period and term.

**IV. Prices - Conditions of payment**

1. All Buehler prices are to be understood ex Buehler's delivering plant, plus the statutory value-added tax which is or will be applicable and valid on the date of the invoice, exclusive of packing; the latter will be separately invoiced. Buehler reserves the right to have each of its delivering plants take care of both delivery and invoicing. 2. Changes in prices shall be permissible if the period of time elapsing between the conclusion of the contract and the agreed-upon date of delivery is or will be more than four months. If wages, materials costs or market-induced cost prices will thereafter increase until such time where the products will be ready for delivery, Buehler shall be entitled to adequately increase such price or prices in line with the increase in costs. The Buyer shall not be entitled to rescind the contract, unless the increase in such price or prices will not just insignificantly exceed the general cost of living increase which occurred between the time when the order was passed and the time where the products are to be delivered. If the Buyer is a merchant doing trade under German commercial law, a legal entity or body corporate under public law or an institution or organization operating on special funds or assets under public law, changes of prices under the foregoing provision shall be permissible, if the period of time lapsing between the conclusion of the contract and the agreed-upon delivery date is or will be more than six weeks. 3. In so far as no other agreements have or will have been made, payments shall be due and owing at the time of delivery of the products, at the latest at the time when the invoice is received. Unless the grant of any credits will be revoked, invoices shall be payable within a period of 8 days with a 2% discount, or net within 30 days after the date of the invoice. Notwithstanding this provision Buehler shall at all times have the right not to proceed to any one delivery unless and until concurrent payment therefor will be received, without Buehler having to specify any reasons for this. If it has important reasons or good cause to do so, Buehler may demand cash payment in advance or cash on delivery or the issue of a letter of credit. 4. It shall for all means of payment be deemed that the date of receipt of any one payment is the date where Buehler or any third party or parties, who can assert a pertinent claim in relation to Buehler, will be able to dispose of the amount concerned. 5. If the Buyer were to be in delay or default in its payments, Buehler shall be entitled to retain all deliveries or other performances.

**V. Reservation of title**

1. Buehler reserves the title of ownership of the products delivered until such time where all payments due and owing as a result of the business relationship with the Buyer will have been received. 2. The assertion of such reservation of title as well as any attachment or levy of execution of the products delivered by Buehler shall not be deemed to be a rescission of the contract, unless this will expressly and specifically be declared so by Buehler in writing. 3. The Buyer shall be entitled to, as part and in the course of its regular business operations, resell the products delivered to it; it is, however, already as of now that the Buyer transfers, cedes and assigns to Buehler any and all claims in the amount of the sales price which was agreed upon between Buehler and the Buyer (inclusive of value-added tax), which accrue to the Buyer on account of such re-sale, such transfer, cession and assignment to be valid independently and regardless of whether the products delivered by Buehler are or will be re-sold without or following further processing or working thereof. Notwithstanding such transfer, cession and assignment the Buyer shall be entitled to collect these claims. This shall, however, not affect nor detract from Buehler's right to collect such claims itself; Buehler agrees, and obliges itself, however, not to proceed to the collection of any such claims as long as the Buyer will duly satisfy and meet its obligations to make its payments and will not be in delay or in default with its payments. If any such delay or default were, however, to occur, Buehler may demand that the Buyer disclose to Buehler both the so assigned claims and their debtors, that it provide all the information which will be required for purposes of collection, that it surrender all relevant documentation, and that it advise the debtors (third parties) of such transfer, cession and assignment. 4. The processing or transformation of the products by the Buyer will at all times be done on behalf of Buehler. If the products delivered by Buehler will be processed with other objects which do not belong to Buehler, then Buehler will acquire a co-ownership title in and to the new object at the ratio of the value which the products delivered by Buehler have in relation to the value of the other so processed objects at the time of such processing. 5. If the products delivered by Buehler are or will be inseparably compounded with other objects which do not belong to Buehler, then Buehler will acquire a co-ownership title in and to such new object at the ratio of the value which the products delivered by Buehler have in relation to the other objects compounded with them. The Buyer shall keep such co-owned property on behalf of Buehler. 6. The Buyer may neither pledge the products delivered to it by Buehler, nor transfer or assign the same as security. In case of attachments or levies of execution and arrest or any other dispositions by any third party or parties, the Buyer shall immediately inform Buehler thereof and provide Buehler with all such information and documentation which is or will be required to ensure that Buehler's rights will be safeguarded. Enforcement officers and/or third party or parties shall be notified of Buehler's ownership title. 7. Buehler agrees and obliges itself to, upon the Buyer's demand, release all of the securities to which it is entitled, as the value of its claims for which security is to be provided in so far as the same will not yet have been paid for and settled, exceeds the securities to which it is entitled, by more than 20%. The choice of those securities which are to be released shall be incumbent upon Buehler.

**VI. Deliveries, delivery times and periods, quantities to be delivered**

1. The respect of and compliance with agreed-upon dates and deadlines for deliveries to be made and performances to be rendered is and will be subject to the requirement that all technical issues and problems will have been duly clarified and settled and that payments or other obligations incumbent upon the Buyer will have been received or will have been complied with in due time. Failing this, the delay will be reasonably extended. 2. Buehler will deliver the ordered products to the Buyer subject to its abilities to deliver. 3. Part shipments and deliveries shall be permissible, provided that and in so far as this will not result in any prejudice or detriment for the use of the products concerned. 4. If any one delivery is or will be delayed upon the Buyer's initiative, then such products will be kept at Buehler's premises at the Buyer's risk and expense. Storage costs in the amount of 20,- € per cubic square meter storage volume plus value-added tax shall be due for each and every month of storage commenced. 5. In case of force majeure, strike, inability to perform without fault and unfavourable weather conditions the period of delivery shall be extended

by the period of time during which such impediment will persist. 6. If the Buyer were to be in default with acceptance or if it were to disrespect or fail to comply with any other obligations or duties of cooperation, Buehler shall be entitled to give preferential treatment to other orders placed with Buehler by other third parties and to reasonably extend the period of delivery. Without prejudice to and notwithstanding any further claims Buehler shall be entitled to claim indemnification for the damage which it will in so far have sustained, inclusive of any extra expenditures or disbursements incurred by it. 7. Excess or short deliveries of up to 5% shall be permissible.

**VII. Default in delivery**

1. If Buehler were to be in default with delivery, the Buyer shall be entitled to claim payment of a lump-sum or flat amount for damages. Such latter amount is fixed to be 0.5% of the sales price for each full week of delay, the maximum, however, to be 5%. 2. If Buehler were to be in default with any one part delivery, such lump-sum or flat claim to damages shall be computed on the basis of the sales price for such part deliveries, delivery of which was not yet taken. 3. The Buyer shall forfeit its right to payment of a lump-sum or flat claim for damages, if it fails to assert the same within a period of six months after that particular date where the delivery should have been made. 4. The assertion of any damages caused by default, which exceed the lump sum or flat claim for damages, shall be barred and precluded, unless Buehler will have caused such default wilfully or by gross negligence or the damage caused by any such default is the result or the consequence of any material breach of contract, or if any injury or affection of the life, limb, body or health of any person or persons has been occasioned by such default.

**VIII. Dispatch and shipment - Passing of risks**

1. Unless it is otherwise stated and specified in the confirmation of the order, it shall be deemed that delivery shall be made „ex works“. Dispatch and shipment shall be made at the Buyer's risk and for Buyer's account and expense. This shall also apply for any and all returns. 2. Packing material will be invoiced at cost price. Costs incurred for the leasing of containers and waggons shall be at the consignee's expense. 3. In so far as the „Verpackungsverordnung“ (German Packaging Regulations) provide for and stipulate an obligation on the part of Buehler to take the packaging material used for transport and/or sales purposes back, the Buyer shall pay for the costs for such back transport and for reasonable costs of the recovery thereof, or - in so far as this will be possible and Buehler considers it to be expedient - for such reasonable costs which will have to be additionally incurred for the renewed use of such packing material. The Buyer agrees and obliges itself and with the passing of its order confirms to Buehler that it will handle and dispose of non-returned packaging material in such a way that such material can be recovered and/or re-utilized in that specific manner which is prescribed and stipulated under said German Packaging Regulations.

**IX. Industrial property or proprietary rights**

The Buyer agrees and obliges itself to immediately inform Buehler of any infringements upon any protective rights which are asserted by any third party or parties with reference to the products supplied, in order to enable Buehler to proceed to the defence of its rights thereon at Buehler's expense. Buehler shall be entitled to at its own expense implement necessary modifications, which shall then also apply for products which were already delivered and paid for, if such modifications prove to be necessary in view of such third party's or parties' asserted industrial property or proprietary rights.

**X. Warranty / Claims for damages / Liability**

1. A product shall be deemed to be free from material defects or deficiencies, if the characteristics of such product are within the generally accepted tolerances and also within those tolerances which are conditioned by its production. 2. Obvious defects and deficiencies shall immediately be reported to Buehler and notice of complaints must immediately be given. In so far as there is a defect or deficiency which is due to Buehler's fault, the defective product affected thereby shall, at Buehler's option, be either re-worked and repaired or replaced. In case of re-working and repair of any such defect or deficiency Buehler shall be obliged to pay for all expenses and disbursements which will be required for the purposes of providing remedy for such defects or deficiencies, more particularly for transport costs, travelling expenses, labour costs and materials costs, in so far as these costs will not be increased due to the fact that the purchased material was transferred to a place other than the Buyer's principal place of business. 3. If such remedy by re-work or replacement of defective products will fail to be successful, the Buyer shall be entitled to claim damages in accordance with the following provisions and demand a reduction of the payment which is due for this order, and shall have the right to rescind the contract. If the Buyer had granted and allowed Buehler a reasonable period of time for any such remedy by re-work or replacement of any such defective goods, the Buyer may claim damages rather than insist on performance and fulfilment of the contract or demand reimbursement of its costs and expenses in accordance with the following provisions. 4. All warranty claims for defects or deficiencies which are not due to Buehler's fault shall be barred and precluded. Over and above that all warranty claims inclusive of the Buyer's rights of recourse shall be barred and precluded if and in so far as the Buyer did not have any one defect or deficiency reworked and remedied by a duly qualified specialized shop/service point, unless the Buyer can provide evidence to prove that a specialized shop/service point would have performed such repair in the same manner and way. 5. Claims under Section 437 of the German Civil Code shall be subject to and barred by the German statute of limitations twelve months after the passing of risks, unless the objects concerned are objects which were used for a building or structure in accordance with their usual normal mode of application or utilization and have caused the defectiveness of such building or structure. 6. Buehler shall be liable under the statutory provisions, if the Buyer asserts claims for injury or affection of the life, limb, body or health of any person or persons, or damage which is due to willful action or gross negligence, inclusive of willful action and gross negligence on the part of Buehler's representatives, agents or vicarious agents. If and in so far as Buehler will have acted with gross negligence its liability for damages shall be limited to typically occurring foreseeable damage. 7. Buehler shall be liable in accordance with statutory provisions, if and when Buehler will, due to its own fault, have disrespected or failed to comply with any of its essential contractual obligations; in such case its obligation to compensate or pay for damages shall be limited to typically occurring foreseeable type of damage. 8. Beyond that Buehler will be liable under the provisions of the German Product Liability Act. 9. Apart from that all other liability for damages shall be barred and precluded irrespective of any underlying legal grounds except for any damage caused by delay or default, the compensation for which is specified by another provision herein. In so far Buehler shall, in particular, not be liable for damages which were not occasioned on the delivered object as such.

**XI. Design, Tools**

1. The trouble-free suitability of the design and construction and of the material of those products which are to be produced by Buehler shall be and is subject to the Buyer's tests and trials. All suggestions and recommendations, design drawings and blueprints and other documents which Buehler will furnish to the Buyer, shall remain Buehler's property and shall not be made accessible or disclosed to any third party or parties without Buehler's written consent. Buehler reserves the exclusive right to the use of these design drawings and blueprints and of the tools and the operating media and equipment which are manufactured on the basis of the same. The Buyer shall be liable for the lawfulness of the use of any such drawings, drafts, models, etc. which are furnished and submitted to Buehler. 2. Models, casting moulds, forging dies, moulding tools, pressing dies, pressing tools, devices and other operating media and equipment will be separately invoiced. They shall continue to be and remain Buehler's property, even in those cases where a certain share was charged and invoiced for their costs.

**XII. Counter-claims, assignability**

1. The Buyer shall not be entitled to any set-off rights unless and until the legal validity of Buyer's counter-claims will have been determined and is hence non-appealable, or such counter-claims are undisputed or were recognized and acknowledged by Buehler. Also the Buyer shall in so far be entitled to exercise a right of retention, as the Buyer's counter-claim is based on the same contractual relationship. 2. It shall be with Buehler's consent only that the Buyer may transfer, cede and assign any of its rights deriving and resulting from contracts which have been concluded with Buehler. Buehler shall not refuse such consent unless there is an important reason or good cause for Buehler to do so.

**XIII. Place of performance, place of jurisdiction and venue, law to be applied, other provisions**

1. Unless it is expressly otherwise agreed upon and provided, the place of performance shall be Buehler's principal place of business. 2. If the Buyer is a merchant doing trade under German commercial law, a legal entity or body corporate under public law or an institution or organization operating on special funds or assets under public law, the place of jurisdiction and venue shall be the Court of Justice which has competence of jurisdiction for Buehler's principal place of business. Buehler shall, however, be entitled to sue the Buyer at any other allowed place of jurisdiction. 3. German law shall apply exclusively, the application of the UN Convention on the International Sale of Goods being barred and precluded. 4. If any of the provisions of these General Terms and Conditions or any part of any one provision were to be or become invalid and void, then the other remaining provisions or the other remaining part of any such provision shall continue to retain its validity.

Notice under Section 26 of the German Data Protection Act: We store our customers' personal data.