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## § 1 General scope

1. Our Terms and Conditions of Purchase shall only apply to merchants if the contract is part of the operation of their commercial business and to legal entities under public law or special funds under public law.
2. We shall only conclude contracts on the basis of these Terms and Conditions of Purchase. We shall not recognize any terms and conditions of the Supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
3. Our Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.
4. All agreements made between us and the supplier for the purpose of executing a purchase order shall be set out in writing in this purchase order. Any deviations from these Terms and Conditions of Purchase must also be made in writing.

## § 2 Placing of orders - tender documents

1. Our order shall be decisive for the conclusion and content of the order. The order shall be deemed accepted and the contract concluded if the supplier does not notify us within a reasonable period of time that he does not agree with it, irrespective of any order confirmation sent thereafter.
2. The order confirmation shall contain our order number, order date and our mark of the order. Deviations from the order shall be considered as a new offer. This shall only become effective if we confirm it in writing.
3. Verbal subsidiary agreements are only binding for us if we have expressly confirmed them in writing.
4. We reserve the property rights and copyrights to illustrations, drawings, calculations, specifications and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production / delivery on the basis of our order. After completion of the order, they shall be returned to us upon request or electronically transmitted documents shall be deleted. Excluded from this are necessary electronic backup copies.
5. Orders shall be deemed to have been placed on the express condition that the supplier does not promise or grant any advantages to our employees or workers or to third parties when placing the order.
6. The regulations of the "Bonner Palettentausch, Spitzenverbände der verladenden Wirtschaft, Berlin November 2004" are agreed for reusable packaging, unless otherwise agreed. Disposable packaging must comply with environmental and recycling regulations.

## § 3 Prices

1. The price stated in the order is binding. Unless otherwise agreed, the prices shall be fixed prices and shall include delivery "free domicile" duty paid including freight, packaging, customs, taxes, other duties (DDP according to INCOTERMS 2010).
2. Invoices shall be issued in single copy. They must contain the order number shown in our purchase order. Invoices shall list all orders separately. The supplier shall be responsible for all consequences arising from non-compliance with this obligation.
3. Payment shall be made - unless otherwise agreed - after 14 days less 3% discount calculated from 1 day after the date of receipt of the invoice by us or after delivery, whichever is the later. In the case of acceptance of early deliveries, the due date is based on the agreed delivery date. The due date shall be deemed to have been met when the transfer is made to our bank.

4. We are entitled at any time to assert rights of set-off and retention within the scope of the statutory provisions.
5. Claims arising from deliveries and services may only be assigned to third parties with our written consent.

## § 4 Delivery Dates - Delivery Period - Transfer of Risk

1. The delivery time agreed in the delivery contract is binding. If the delivery time is exceeded, the supplier shall be in default without any further reminder and shall be subject to the legal consequences stipulated by law.
2. The supplier is obliged to inform us immediately if circumstances occur which do not allow a timely delivery. Any postponement of the delivery date shall require our express written consent.
3. An agreed proof of quality is an essential part of the delivery contract. The contract shall not be deemed to have been fulfilled until such proof has been provided. Any resulting disadvantages shall be borne by the supplier.
4. The risk shall pass to us, also in the case of sale by delivery to a place other than the place of performance, only upon acceptance of the delivery at the place of receipt. Otherwise according to the agreed Incoterms.
5. In the event of a delay in delivery, the supplier shall be obliged to compensate us for all disadvantages resulting therefrom by way of damages. The same shall apply if delivery is not made within a reasonable period of grace.

## § 5 Dispatch

1. A dispatch note shall be sent to us by fax, mail or EDI at least stating the order no., part designation, quantity on the day of dispatch of the consignment. Packing slips and invoices shall not be deemed to be notifications of dispatch.
  2. In case of an "ex works" or "FCA" INCOTERMS 2010 agreement, the supplier shall use the forwarding agent named by us. If this is not done, the shipping costs shall be borne by the supplier.
- If no shipping route is specified, the supplier shall select favorable freight options. If this is not done, additional costs shall be borne by the supplier.

## § 6 Compliance with accident prevention and other regulations

1. During installation and assembly work, the supplier shall be responsible for compliance with all accident prevention regulations of the German Federation of Institutions for Statutory Accident Insurance and Prevention (Hauptverband der gewerblichen Berufsgenossenschaft), all statutory provisions as well as any factory regulations notified to him. All delivery items must also comply with the accident prevention and other relevant regulations.
2. The Supplier shall ensure that its manufacturing processes, products and shipments comply with the statutory, environmental protection and safety requirements and the regulations for hazardous substances.

## § 7 Defect inspection

1. The supplier undertakes to carry out a precise outgoing goods inspection in the course of quality assurance; we shall receive proof of this on request. An incoming goods inspection at our premises shall be carried out on the basis of the delivery bill for identity, quantity and obvious transport damage; the supplier acknowledges this as being proper. The supplier waives the objection of late notification of defects if our notification of defects is received by the supplier within a period of 10 working days with regard to obvious defects from

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receipt of the goods, with regard to hidden defects from discovery by the supplier or after receipt by us of the end customer's defect report.

## § 8 Warranty

1. The supplier warrants that the items and services to be delivered are free of defects, comply with our order specifications, approved samples, the relevant statutory provisions and standards (DIN standards, EC standards, etc.), the state of the art, the applicable safety regulations and, if necessary, bear the CE mark and have a certificate of conformity.

2. We shall be entitled to demand from the supplier, at our discretion, remedy of the defect or delivery of a new item. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.

3. If, for operational reasons, we or our end customer (timing of the sequence of assembly etc.) cannot reasonably be expected to allow the supplier to rectify the defect or replace the defective delivery, or if the supplier fails to meet a deadline set for replacement delivery or rectification of the defect, we shall be entitled to rectify the defect ourselves or have it rectified by third parties at the supplier's expense. The supplier will be informed in advance if possible. Instead of rectifying the defect ourselves or having it rectified by a third party, we may also reduce the purchase price or the contractual remuneration accordingly.

4. If we incur costs as a result of the defective delivery, in particular transport, travel, labor, material costs or costs for an incoming goods inspection exceeding the usual scope, the supplier shall bear these costs.

5. If we take back products manufactured and/or sold by us as a result of the defectiveness of the item or service delivered by the supplier or if the purchase price was reduced for us because of this or if claims were made against us in any other way because of this, we reserve the right of recourse against the supplier, whereby it is not necessary to set a deadline for our rights in respect of defects.

6. We shall be entitled to demand reimbursement from the supplier of the expenses which we had to bear in relation to our customer, because the latter has a claim against us for reimbursement of the expenses necessary for the purpose of subsequent performance.

7. If, as a result of defects, machines and equipment supplied are unsuitable for the contractually intended purpose in terms of performance, quality and material, and if it is therefore impossible to remedy the defect, we shall be entitled to withdraw from the contract.

The limitation period for warranty is 36 months from the transfer of risk for deliveries and services not directly intended for use in the automotive sector. For deliveries and services that are forwarded to the automotive sector or are used in our products for the automotive sector, a warranty period of 72 months shall apply. If longer statutory periods apply or are agreed by individual contract or if our customers from the automotive sector grant us shorter limitation periods, these shall apply.

8. In order to check the quality assurance, the supplier shall allow us or our customers a factory visit or audit at any time by agreement.

9. We do not waive warranty claims by acceptance or by approval of drawings submitted, releases granted and deviation approvals.

## § 9 Product Liability - Indemnification - Liability Insurance

1. Insofar as the supplier is responsible for product damage, he shall indemnify us against claims for damages by third parties upon first request, insofar as

the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

2. within this framework, the supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us or our customer. We shall inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.

3. other legal claims which we reserve the right to assert shall remain unaffected.

4. The supplier undertakes to maintain product liability insurance with adequate coverage for personal injury/property damage, at least in the amount of EUR 3 million.

## § 10 Industrial property rights

1. The Supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with its deliveries. This shall not apply insofar as the Supplier has manufactured the delivery items according to drawings, models or other equivalent descriptions or specifications of the Purchaser provided by the Purchaser and does not know or, in connection with the products developed by it, does not need to know that industrial property rights are thereby infringed. Insofar as the Supplier is not liable in this respect, the Purchaser shall indemnify the Supplier against all claims of third parties.

2. If a third party asserts a claim against us for infringement of rights, and if the Supplier is liable for such infringement pursuant to Section 1, the Supplier shall indemnify us against such claims upon our first written request.

3. The supplier's obligation to indemnify us shall apply to all expenses necessarily incurred by us as a result of or in connection with the claims asserted by a third party.

## § 11 Retention of title - Provision - Tools - Secrecy

1. If we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing. Objects that have been manufactured in whole or in part at our expense (e.g. molds, tools, devices, etc.) or have been provided by us shall be surrendered to us upon first request. Modifications may only be made with our written consent. The supplier shall be liable for any damage or loss and shall store these items for us free of charge.

2. We retain title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the Supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obligated to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in due time.

3. The supplier is obliged to keep all illustrations, drawings, samples, films, models, tools, technical instructions, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract.

## § 12 Miscellaneous

**handtmann**

*Ideen mit Zukunft.*

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1. The supplier shall in principle fulfill his obligations to us personally. Subcontractors may only be engaged with our written consent. We must be informed immediately of any changes in the supplier's company and financial circumstances.
2. The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. any assignment of the supplier's claims against us to third parties without our written consent is excluded. There shall be no right of set-off or retention against us. The place of performance and jurisdiction shall be our registered office.
4. Should any provision of these Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected thereby. The parties undertake to find a regulation in conformity with the law as far as possible.