

## **GENERAL PURCHASING CONDITIONS OF HAUPTMANN COMERCIAL S.L.**

### **1) Application**

- a) The following General Conditions of Purchase shall apply to all purchases of the company HAUPTMANN COMERCIAL, S.L. (hereafter "HAUPTMANN"). By delivering its Products to HAUPTMANN the supplier accepts the present General Conditions of Purchase.
- b) The General Terms and Conditions of Business or other different conditions of the supplier shall not apply unless they have been expressly approved by HAUPTMANN in writing. These General Conditions of Purchase shall also apply in all cases wherein HAUPTMANN accepts deliveries from the supplier without objecting to conditions of the supplier that deviate from these General Conditions of Purchase (whether HAUPTMANN is aware of such conditions or not). All references or indications by the supplier to the validity of its General Terms and Conditions of Business are hereby expressly rejected.
- c) These General Conditions of Purchase shall also apply to all future transactions with the supplier.
- d) The provisions of these General Conditions of Purchase shall apply in addition to all other possible agreements that the parties conclude in addition, e.g. framework supply contract, quality agreement.

### **2. Offer and Order**

- a) Inquiries from HAUPTMANN to the supplier concerning the supplier's Products and delivery conditions, or requests from HAUPTMANN to make an offer shall in no way be binding upon HAUPTMANN.
- b) Orders from HAUPTMANN shall only be valid and binding if placed in writing. It shall not be necessary for HAUPTMANN to sign orders. The written form shall be deemed to have been observed if orders are sent by fax, e-mail or another electronic data transmission system.
- c) Unless otherwise expressly agreed, cost estimates submitted by the supplier shall be binding and non-remunerable.
- d) A valid and binding contract shall be brought about between HAUPTMANN and the supplier, inclusive of the General Conditions of Purchase, when
  - (i) a written order is transmitted from HAUPTMANN to the supplier, and
  - (ii) the supplier expressly accepts the order (order confirmation) in writing, the said confirmation being received by HAUPTMANN within seven days from the date of the order, or
  - (iii) the supplier commences delivery of the ordered Products.

Any order confirmation from the supplier that differs from the order placed by HAUPTMANN represents a new offer and must be accepted by HAUPTMANN in writing.

- e) Even after the order has been confirmed by the supplier, HAUPTMANN shall be entitled to require at any time that the supplier shall make changes to the Products (in particular in terms of the Products' design and performance). In this case, the supplier shall inform HAUPTMANN immediately of the impact of this change requirement, in particular with regard to additional or lower costs as well as the delivery date, and

the parties shall agree a reasonable adaptation of the contract if required.

- f) If the contract or order stipulates that the Products are determined by call-off, then these call-offs shall be binding two days after the instruction is given to the supplier, unless the supplier has expressed an objection by then in writing.

### **3. Prices, Conditions of Payment**

- a) The price shown in an order shall be binding. In the absence of a differing agreement, the price shall include packaging and shall be "DDP" (Delivered Duty Paid) in accordance with Incoterms 2000.
- b) If terms of delivery are agreed in accordance with Incoterms 2000, whereby HAUPTMANN pays for the transportation, the goods shall be transported by a forwarding agent approved by HAUPTMANN. Unless otherwise agreed, however, the supplier shall assume responsibility for notification of the consignment with the forwarding agent. The supplier shall inform HAUPTMANN immediately if the forwarding agent does not collect the goods as confirmed in the notification.
- c) The invoice shall be sent in triplicate by separate post to the postal address of HAUPTMANN as soon as the goods have been delivered. The invoice must contain the date and order number. If these Conditions are not fulfilled, then HAUPTMANN shall not be responsible for any ensuing delays in processing and settling the invoice.
- d) Payment shall be effected by HAUPTMANN by means of a bank transfer. Any other method of payment as well as credit/offsetting procedures shall only apply if agreed separately between the parties.
- e) The supplier shall not be entitled with-out written consent from HAUPTMANN to assign claims accruing to him from the delivery relations with HAUPTMANN or to have such claims collected by third parties.
- f) The acceptance of the supplied goods and/or their payment by HAUPTMANN shall not constitute the waiving of any later assertion of claims based on defects, damages or any other claims against the supplier.

### **4. Delivery Dates, Delay in Delivery**

- a) The delivery dates agreed with the supplier shall be binding. Depending on the agreed terms of delivery, compliance with the delivery period shall be determined by the date of receipt of the Products at the destination specified by HAUPTMANN or the prompt availability of the Products for collection from the supplier's works.
- b) If the supplier is in delay in making a delivery, then the supplier shall incur a contractual penalty of 1% of the purchase price of the delayed Products for each commenced week of the delay in delivery, extending to a maximum, however, of 10% of the said purchase price. This shall not affect the right to assert claims for compensation. The supplier must also reimburse inter alia the following costs: special travel costs (both from suppliers to HAUPTMANN and from HAUPTMANN to its customers), replacement/conversion costs and lost profit. Any contractual penalty due shall, however, be credited against any asserted claim for compensation.
- c) HAUPTMANN shall only accept premature deliveries after they have been agreed in writing. If the supplier delivers the Products earlier than the agreed delivery date,

HAUPTMANN reserves the right to return the Products at the supplier's cost and risk. If HAUPTMANN does not return goods that are delivered early, then the Products shall be stored until the agreed delivery date at the supplier's cost and risk. In the case of a premature delivery, HAUPTMANN shall be entitled to use the agreed delivery date as the basis for calculating the date of payment.

d) Notwithstanding lit. a) – b), if the supplier realizes that it is not possible to comply with a delivery date or quantity agreed with HAUPTMANN, it must inform HAUPTMANN immediately, stating the reasons, the anticipated duration of the delay and the effects it will have, together with suitable measures for averting them. .

#### **5. Force majeure**

a) Interruptions to delivery caused by events that are unforeseeable and unavoidable and outside the supplier's sphere of influence and for which the supplier is not responsible such as force majeure, war or natural catastrophes shall release the supplier from its obligations for the duration of this interruption and to the extent of its impact.

b) Agreed periods of time shall be extended by the duration of such an interruption; HAUPTMANN must be informed of the occurrence of such an interruption immediately and in an appropriate manner.

c) If the end of such an interruption is not foreseeable or the interruption lasts longer than two months, then each party shall have the right to withdraw from the affected contract (or the not yet fulfilled Products) or to terminate the contract without notice.

#### **6. Dispatch, Transfer of Risk**

a) The delivery (including the transfer of risk) shall comply with the trade terms (in particular Incoterms 2000) usual in the automobile industry and specified in the order and at the place of receipt/use or collection specified by HAUPTMANN in the order. In the absence of such a provision, the delivery shall be made DDP (Incoterms 2000) to the place of receipt or use specified in the order. In this case the risk is transferred at the time of delivery to the agreed place of receipt/use.

b) The supplier shall undertake to enclose the relevant delivery notes with the deliveries. All relevant contents and in particular the order number of HAUPTMANN must be stated on the delivery notes. If these conditions are not fulfilled, then HAUPTMANN shall not be responsible for any ensuing delays in processing.

#### **7. Quality and Documentation**

a) The supplier shall comply with the recognized technical regulations and any applicable safety regulations. In terms of the design and characteristic features of the delivery item, the supplier shall comply with any drawings, samples or other specifications or documents received from HAUPTMANN. Modifications to the delivery item or a previously approved production process or its relocation to another site shall require a written notice in due time to HAUPTMANN and the prior express consent of HAUPTMANN in writing.

b) For the supplies of material to HAUPTMANN, the following provisions shall also apply unless HAUPTMANN

has made a different written request in an individual case or has made a different agreement with the supplier.

c) The supplier shall maintain or develop a quality management system based on the latest valid version of ISO 9001. The supplier shall provide HAUPTMANN with a copy of the latest certificate and shall send HAUPTMANN a new certificate without being asked upon the expiry of the certificate's validity date. HAUPTMANN shall be informed immediately if the certificate is revoked.

d) For each case of negligent non-compliance with a valid quality management system requirement in accordance with lit. c) the supplier shall incur a contractual penalty of EUR 5,000.

e) In so far as any authorities or customers of HAUPTMANN ask to inspect the production processes and test documents of HAUPTMANN in order to verify certain requirements, the supplier shall be ready to grant them the same rights in its company and give all reasonable assistance, unless doing so he would infringe the supplier's existing obligations of secrecy towards a third party. The supplier shall impose the same obligation on sub-suppliers within the bounds of what is legally possible.

f) In other respects, following a reasonable period of notice and during normal business hours, and at intervals HAUPTMANN deems necessary, HAUPTMANN or its customers shall be entitled at any time to carry out reasonable inspections and quality audits of the premises in which the supplier manufactures the Products.

HAUPTMANN shall have the right to terminate the present contract by informing the supplier in writing to this effect if the supplier fails to comply with the agreed quality standards for a period of three months.

g) The supplier shall impose on its subcontractors the obligations contained in the above provisions of this item 7.

#### **8. Hazardous Substances and Preparations**

a) The supplier shall fulfill the legal regulations of the countries of manufacture and distribution relating to goods, materials and procedures that are subject to special treatment, inter alia regarding their transportation, packaging, labelling, storage, handling, manufacture and disposal on account of laws, ordinances and other regulations or on account of their composition and their impact on the environment.

b) In this case, the supplier shall provide HAUPTMANN with the necessary papers and documents before the order is confirmed. In particular, all hazardous substances and water-endangering materials may be delivered only after presentation of an EC safety data sheet and after approval has been given by HAUPTMANN. Should the requirements in accordance with lit. a) change during the delivery relations, the supplier shall immediately forward to HAUPTMANN the papers and documents relating to the changed requirements.

c) The supplier shall be liable to HAUPTMANN for any damage arising as a result of negligent non-compliance with the existing legal regulations.

d) The supplier shall ensure that the requirements of the EU chemical legislation REACH (Regulation (EC) No. 1907/2006, Official Journal of the European Union dated 30.12.2006) – hereafter referred to as "REACH" – are

complied with within the specified time, in particular preregistration and registration.

HAUPTMANN shall not be obliged in any way to carry out the (pre)registration. The supplier is aware that the Products cannot be used if the requirements of REACH are not completely and properly complied with.

e) In fulfilling its contractual obligations, the supplier shall also comply with all legal and official regulations with regard to environmental protection.

f) The supplier shall indemnify HAUPTMANN in full against all consequences, in particular damages suffered by HAUPTMANN and any claims of third parties against HAUPTMANN, that result from the supplier negligently not, partially, or belatedly complying with or fulfilling the above provisions in lit. f) - i.).

## **9. Packaging**

All components of the Supply will be correctly protected for freight, with the aim to avoid any damage to the Supply, third parties, environmental damages or unconnected goods, as consequence of wrong packaging. The SUPPLIER will be responsible for all damages caused due to inadequate packaging.

## **10. Material Defects**

a) Unless otherwise stated in the following provisions, the legal regulations shall apply to deliveries of defective goods.

b) On receipt of Products supplied by the supplier HAUPTMANN shall examine that the goods ordered conform with those delivered and inspect them for any discrepancies in quantity or externally identifiable damage in so far as and as soon as this is possible in the ordinary course of business. HAUPTMANN shall inform the supplier immediately of any defects ascertained during this inspection. In the case of other defects that are not ascertained by HAUPTMANN until the supplied goods are being processed or used for their intended purpose, HAUPTMANN shall inform the supplier immediately upon ascertaining the defects.

In this respect the supplier shall waive the defense of delayed complaint.

c) If defective goods are delivered, the supplier shall first be given the opportunity to carry out remedial work, i.e. at HAUPTMANN's discretion either to remedy the defect or supply a new item (replacement parts). In both cases the supplier shall bear all costs resulting to the supplier or HAUPTMANN, e.g. transportation costs, travelling expenses, labor and material costs or costs for an incoming goods inspection over and beyond the normal scope. The same shall apply to any costs that may be incurred for removal and fitting. If the case of a subsequent delivery, the supplier shall bear the cost of taking back the defective Products.

d) If the opportunity to carry out remedial work fails, or if such work represents an unreasonable burden on HAUPTMANN, or if the supplier does not make an immediate start, then HAUPTMANN shall be entitled to withdraw from the contract / order without setting any further time limit and to return the Products at the supplier's risk and expense. In these and other, urgent cases, in particular to avert acute dangers or avoid substantial damage, if it is no longer possible to inform the supplier of defects and give the supplier even a short period in which to remedy them,

HAUPTMANN shall be entitled to remedy the faults itself or have them remedied by a third party at the supplier's expense.

e) Unless otherwise specified below, claims based on defects shall be subject to a limitation period of 30 months from the date the goods are delivered to HAUPTMANN. The legal regulations shall apply to material defects in delivered items that are used according to their intended purpose for a building or to defects of title. If replacement parts are supplied (cf. lit. c)) the limitation period shall commence anew upon their delivery to HAUPTMANN.

f) Any further claims, in particular for damages or in connection with warranties of the supplier, shall not be affected.

g) For each case wherein HAUPTMANN settles a warranty claim, the supplier, if responsible for the defect, shall undertake to pay fixed lump-sum compensation of EUR 100 (notwithstanding HAUPTMANN's right to assert greater damages in individual cases). The supplier shall in each case be entitled to demonstrate that HAUPTMANN has incurred no damages or fewer damages.

h) If in its capacity as an automotive component supplier HAUPTMANN is obliged to grant one of its customers a longer or more extensive warranty for defects, if the supplier delivers production material, the supplier shall then also undertake to accept this regulation in future after first receiving written notification thereof.

## **11. Product Liability**

a) If the supplier has caused a product fault and/or (depending upon the basis upon which the claim is made) is responsible for the fault, the supplier shall undertake to pay HAUPTMANN compensation at first request or to indemnify HAUPTMANN against any third party claims, providing the cause of the claim lies within the supplier's control and organization and the supplier would itself be liable to a third party.

b) The obligations of the supplier in accordance with lit. a) shall also include the payment of costs incurred by HAUPTMANN in calling on the services of a lawyer or otherwise incurred in connection with the defence of product liability claims. If HAUPTMANN is subject to special regulations regarding the burden of proof in relations with the injured party, these regulations shall also apply in relations between HAUPTMANN and the supplier provided that the circumstances requiring proof do not fall within HAUPTMANN's area of responsibility.

c) In product liability cases in accordance with lit. a), the supplier shall provide HAUPTMANN with all necessary information and every support within the bounds of reason to fend off claims.

d) The supplier shall undertake to take out and maintain sufficient product liability insurance to cover the risks of product liability, including the risk of recall. At the request of HAUPTMANN the supplier shall immediately provide documentary evidence of the conclusion of such an insurance contract. If the supplier is not in a position to furnish evidence of the insurance policies within two weeks, HAUPTMANN shall be entitled to conclude such insurance at the supplier's expense.

## **12. Industrial Property Rights**

a) The supplier guarantees that through the purchase, ownership, offering, use, processing or further transfer of the Products neither HAUPTMANN nor customers of HAUPTMANN shall infringe any intellectual property rights of third parties, in particular any rights of a third party as to brand, company, name, patent, utility model, design, equipment, or copyrights (including the relevant industrial property right applications) (hereafter "Industrial Property Rights") in the supplier's country of origin, as well as within the Kingdom of Spain, the European Union, the USA, Canada, Brazil, Argentina, Australia, China, Korea, Thailand, Japan and India. If the supplier negligently infringes this obligation, then the supplier shall indemnify HAUPTMANN and its customers at HAUPTMANN's first request against any third-party claims arising from such actual or alleged infringements of property rights and shall bear all costs and expenses incurred by HAUPTMANN in this respect, in particular firstly the cost of bringing an action and of defense and secondly costs resulting from observance of a possible duty to refrain.

b) The parties shall undertake to inform one another immediately of any infringement risks that become known and any cases of alleged infringement and to take reasonable action by common consent against infringement claims.

c) The period of limitation shall be 3 years from the conclusion of the relevant contract.

### **13. Reservation of Title**

a) The Products shall become the property of HAUPTMANN upon payment of their full purchase price. Any extended or expanded reservation of title on the part of the supplier to delivered Products is excluded.

### **14. Confidentiality**

a) The supplier shall undertake to treat in confidence all confidential information obtained directly or indirectly from the other party to the contract. Orders and all associated commercial and technical details are also to be treated as confidential information.

In particular, all received illustrations, drawings, calculations, quality guidelines, samples and similar items are to be treated as confidential. The copying and forwarding of confidential information is only permissible within the context of operational requirements. Confidential information may only be disclosed to a third party with HAUPTMANN's prior written consent.

c) The supplier shall undertake to impose the same obligations to maintain secrecy on subcontractors. Confidential information made known to the supplier by HAUPTMANN shall be used exclusively for the intended purpose.

d) The obligation to maintain secrecy shall continue to apply for a period of three years after the delivery relations have ended. At the end of the delivery relations, the supplier shall undertake to return to HAUPTMANN all received confidential information if it is embodied or stored on electronic storage media. At HAUPTMANN's request, the supplier shall confirm to HAUPTMANN in writing that it has fulfilled the obligation arising from the last two sentences.

### **16. Spare Parts**

The supplier shall undertake to guarantee the provision of spare parts for the stipulated lifetime of the end products for which the Products are to be used. The minimum period shall be 15 years after the end of the series production of the Products. In good time before the expiry of the minimum period, the supplier shall grant HAUPTMANN the option to place a concluding order for the all-time requirement.

### **17. Cancellation of Orders**

a) In cases where the customer of HAUPTMANN cancels or amends its order extraordinarily or without cause, HAUPTMANN shall be entitled to terminate the contract or to agree mutually another arrangement with the supplier that takes account of these circumstances. Quantities manufactured in excess of this and procured materials shall be exclusively at the supplier's risk and to the supplier's account.

b) Each party shall have the right to terminate a contract for good cause at any time without notice. The following cases in particular represent good cause:

(i) Cessation of payment on the part of one party, the opening of insolvency proceedings against the assets of one party or its rejection on the grounds of the absence of assets, or the liquidation of one of the parties;

(ii) Infringement of important contractual obligations; in the case of an infringement that can be remedied, however, only after the innocent party has called upon the other party in writing to remedy the infringement, has warned the party of the impending termination for good cause and has granted a reasonable period of grace of at least four weeks that has expired without outcome;

(iii) One party comes under the dominant control of one of the other party's competitors on account of a change in its equity holders or shareholders.

### **18. Other Provisions**

a) If one of the above provisions is or becomes invalid or unenforceable, the legal validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes as close as possible in legal terms to that which the parties to the contract required according to the original meaning and purpose of the in-effective or unenforceable provision. This shall also apply to any loopholes in the contract.

b) Without the prior written approval of HAUPTMANN the supplier shall not assign or transfer any order or the contract, either in whole or in part.

c) The supplier shall not employ one or more subcontractors to fulfill an order or part of an order without the prior written approval of HAUPTMANN.

### **19. Applicable Law, Place of Jurisdiction**

a) The law of the Kingdom of Spain exclusively shall apply to this contract. The Vienna UN Convention on the International Sale of Goods (CISG) shall not apply.

b) The place of jurisdiction for all disputes arising from the business relationship between the parties to the contract shall be Madrid. HAUPTMANN shall furthermore have the right at its discretion to take action against the supplier at the latter's general place of jurisdiction.