

General Terms and Conditions of Purchase and Delivery

BFC Fahrzeugteile GmbH

I. Validity of terms and conditions

These General Terms and Conditions of Purchase and Delivery shall apply to all legal transactions between BFC Fahrzeugteile GmbH (BFC) and companies as well as other individuals as stipulated in § 310 BGB (German Civil Code). Any deviating terms and conditions of our contract partners shall not apply, unless we have expressly approved of their validity in written form, even if we execute the legal transaction without reservations in knowledge of conflicting terms and conditions of our contract partners.

II. Terms and conditions of purchase

2. Orders, order confirmations

- 2.1 Only orders placed in written form shall have validity. Oral agreements must be confirmed by us in written form.
- 2.2 The purchase order shall be immediately confirmed and accepted as we placed it.

3. Prices, payment, discount

- 3.1 Unless otherwise agreed upon, the prices and discounts stated in the order are fixed prices including carriage free delivery, incl. packaging.
- 3.2 BFC renders payments within 30 days with 3% discount, within 60 days net.

4. Delivery period, transfer of risks

- 4.1 The delivery period indicated in the order shall be binding.
- 4.2 The supplier shall bear the risks until the goods are accepted by us or our representative at the place of delivery.

5. Warranty

- 5.1 BFC's duty to examine the goods shall be limited to the quantity and damage in transit.
- 5.2 Our suppliers' limitations of liability shall have no validity. The statutory regulations shall apply.

6. Product liability, intellectual property rights

- 6.1 Insofar as the supplier is responsible for product damage, he shall indemnify us from any claims of third parties and assume all costs and expenditure, including the costs of a possible legal prosecution or recall campaign.
- 6.2 The supplier shall guarantee that no third-party rights are infringed in connection with his delivery. In the event that third parties raise claims against us due to the infringement of their rights, the supplier undertakes to immediately indemnify us from these claims and any expenditure that may incur to us in this connection.

III. Terms and conditions of sale

7. Offer, order and conclusion of the contract

- 7.1 Unless their binding nature is expressly declared, our offers shall be non-binding and subject to confirmation. Unless expressly stipulated otherwise, the orders placed on the basis of our offer as well as notices of acceptance and all orders of our customers will become binding only upon our written confirmation.
- 7.2 In the event that our order confirmation deviates from the customer's offer, the customer undertakes to object to our order confirmation immediately, i.e. within 3 days at the latest, in written form; otherwise, the goods and services listed in the order confirmation are regarded as tacitly accepted on the conditions stated therein.

8. Period of delivery and performance

- 8.1 Delivery and performance deadlines shall only be binding if we have expressly declared them as such.
- 8.2 We shall be entitled to perform partial and advance deliveries, unless consolidated performance has been expressly agreed upon.
- 8.3 BFC reserves the right to over- or underrun the ordered delivery volume up to a maximum of 10%. Invoicing will always be based on the actually delivered quantity.

9. Transfer of risks and shipping

- 9.1 The risk is transferred to the customer as soon as the goods have been handed over to the forwarding person, left our works for shipping or the readiness for shipment has been indicated, even if carriage free delivery has been agreed upon.

- 9.2 Transport insurance will only be taken out upon the customer's express request in his name and on his account.

10. Prices and terms of payment

- 10.1 Our prices are net ex works, excluding packaging, freight, postage and transport insurance. The statutory value-added tax is not included in our prices.
- 10.2 Payments shall be rendered within 30 days after the date of invoice free of charges and without any deductions, adding the applicable statutory value-added tax.
- 10.3 Our claims may not be set off against the customer's counterclaims, unless the counterclaims are acknowledged or determined by a court of law.

11. Reservation of title

- 11.1 We reserve the title to the goods until all payments arising from the contractual relationship with the customer have been fully rendered.
- 11.2 In the event that the delivered items are processed or converted by the customer, this is always carried out on our behalf as manufacturers, however, without any obligations on our part. In case our ownership becomes void due to the combination, mixing or processing of the goods with other items not belonging to us, the customer's ownership of the uniform product shall be transferred to us in proportion of the value (invoice value). The customer shall keep our property in safe custody free of charge.
- 11.3 The customer shall be entitled to process and sell the goods subject to reservation of title in the course of ordinary business transactions, as long as he does not fall into arrears. Pledging or transfer of ownership by way of security is inadmissible. By way of security, the customer hereby assigns to us to full extent any claims concerning the goods subject to reservation of title arising from resale or any other legal reason.
- 11.4 The customer shall take all necessary measures to maintain our reservation of title. In case of access of third parties to the goods subject to reservation of title, the customer shall indicate our ownership and notify us without delay.
- 11.5 In the event of breach of contract on part of the customer, in particular in case of default in payment, we shall be entitled to take back the goods subject to reservation of title. The act of taking back the goods constitutes no withdrawal from the contract, unless we have expressly declared to do so in written form. After taking back the goods, we shall be authorised to sell them; the sales receipts shall be credited against the customer's liabilities - deducting the adequate sales costs.

12. Warranty claims, liability

- 12.1 Our liability shall be limited to intention and gross negligence, unless we can be blamed for the infringement of an essential contractual obligation; in this case, our liability shall be limited to the foreseeable damage typical of contracts.
- 12.2 Our liability shall be limited to damage typically occurring to our products during transport, at maximum to the amount of € 2 million covered by the liability insurance.
- 12.3 The limitations of liability shall not apply to damage arising from injuries to life, body and health.

13. Tools

Tools shall remain our property at all times, even if the customer contributes towards the production costs.

IV. Concluding terms

The law of the Federal Republic of Germany shall apply to all our legal transactions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11/04/1980 shall be excluded. The place of performance shall be the headquarters of BFC. The exclusive place of territorial and subject-matter jurisdiction for any disputes arising from the legal relationships to us shall be the headquarters of BFC.