

General Terms of Sale for Stopfix-Bremsen Schröter & CO GmbH

§ 1 General – Scope of Validity

Our Terms of Sale apply exclusively; we do not recognize any contrary terms and conditions of the customer which deviate from our Terms of Sale, unless we have given explicit prior consent in writing to their validity. Our Terms of Sale apply even if we execute delivery to the customer without reservation in awareness of terms and conditions of the customer that countermand or deviate from our Terms of Sale. All agreements which were made between us and the customer for the purpose of executing this agreement are established in this agreement in writing.

§ 2 Offer – Offer Documents

- (1) If the order can be qualified as an offer under § 145 of the German Civil Code (BGB), we shall be granted two weeks in which to accept it.
- (2) We reserve all proprietary rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to those written documents which are designated as "confidential". The customer may only forward these documents to third parties with our explicit written approval.

§ 3 Prices – Terms of Payment

- (1) Unless otherwise stated in the order confirmation, our "ex works" prices apply. Packaging is not included and will be billed separately.
- (2) Statutory value-added tax is not included in our prices; this is shown separately in the invoice at the level valid on the day of the invoice. Cash discounts may only be deducted following special written agreement. Unless otherwise stated in the order confirmation, the purchase price is to be paid net (without deduction) within 30 days of the invoice date. The statutory regulations concerning the consequences of default of payment shall apply.
- (3) Rights to offset claims are only due to the customer if his counter-claims are determined to be final and absolute, unchallenged or are accepted by us. The customer is furthermore authorized to exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.
- (5) If the customer has defaulted on a payment, all trade receivables shall become immediately due for payment, even if bills of exchange were accepted for their settlement, dates of payment were agreed upon or other respite agreements were effected.

§ 4 Delivery Time

- (1) The delivery time indicated by us will only begin on condition that all technical questions have been issued.
- (2) The observance of our delivery commitment presupposes that the customer has duly and punctually complied with his obligations. The plea of non-performance of the agreement remains reserved.
- (3) If the customer delays acceptance or culpably violates any other obligations of collaboration, we shall be entitled to claim damages incurred by us to this extent and also to recover any additional costs. All further claims or rights are reserved.
- (4) Provided that the prerequisites of Section (3) apply, the risk of accidental loss or accidental deterioration of the purchased goods shall be transferred to the customer at the time the customer delays acceptance or is in default of payment.
- (5) We are liable in accordance with the statutory provisions, insofar as the underlying purchase agreement is a transaction with a fixed delivery date within the meaning of § 286 Section 2 No. 4 of the German Civil Code (BGB) or § 376 of the German Commercial Code (HGB). We are also liable in accordance with the statutory provisions to the extent that, in consequence of a delay in delivery caused by us, the customer is entitled to enforce the claim that his interest in the further fulfilment of the agreement no longer exists.
- (6) In accordance with the statutory provisions, we are furthermore liable to the extent that the delay in delivery is due to a grossly negligent or wilful violation of the agreement; any liability on the part of our representatives or vicarious agents shall be attributable to us. Provided that the delay in delivery is due to a grossly negligent violation of the agreement attributable to us, our liability for losses or damage shall be limited to the foreseeable, typically incurred damage.
- (7) We are also liable in accordance with the statutory provisions insofar as the delay in delivery attributable to us is due to the culpable violation of a material contractual obligation; in this case, however, our liability for losses or damage shall be limited to the foreseeable, typically incurred damage.
- (8) All other legal claims and rights of the customer are reserved.

§ 5 Passing of Risk - Packing Costs

- (1) Unless otherwise stated in the order confirmation, all deliveries will be made "ex works". Special agreements shall apply for accepting returned packaging.
- (2) Transportation insurance can be provided for the delivery at the request and cost of the customer.
- (3) All risks relating to the delivery item shall pass to the customer at the time it is handed over to the carrier. This shall also apply for "carriage paid" deliveries. The customer's claims for restitution of damages are to be enforced against the carrier. For third-party business transactions, the risk shall pass to the customer at the time the delivery item leaves our factory.
- (4) Delivery shall be effected at the risk and expense of the customer (delivery by shipping agent, parcel service, etc. carriage forward).

§ 6 Liability for Defects

- (1) Customer claims arising from defects assume that the customer has, in accordance with § 377 of the German Commercial Code (HGB), duly satisfied his duty to examine the delivery item and to make a complaint in respect of a defect immediately.
- (2) Insofar as a defect in the purchased item exists, the customer shall, at his discretion, be entitled to supplementary performance in the form of defect removal or delivery of a new item free of defects. In the case of defect removal or replacement delivery, we shall be obligated to bear all of the costs related to the supplementary performance, especially all expenses relating to transportation, tolls, labour and materials insofar as such costs have not accrued as a result of the purchased goods being taken to a location other than the place of performance.
- (3) If the supplementary performance fails, the customer shall, at his discretion, be entitled to demand a reduction in price or to withdraw from the agreement.
- (4) In accordance with the statutory provisions, we shall be liable to the extent that the customer asserts claims for damages which are due to wilful intent or gross negligence, including the wilful intent or gross negligence of our representatives or vicarious agents. Insofar as we cannot be held responsible for the intentional violation of the agreement, our liability for losses or damage shall be limited to the foreseeable, typically incurred damage.
- (5) We are liable in accordance with the statutory provisions to the extent that we culpably violate a material contractual obligation; in this case, our liability for losses or damage shall also be limited to the foreseeable, typically incurred damage.
- (6) Liability resulting from culpable injury to life, limb or health shall remain unaffected; this shall also apply to the mandatory liability arising from product liability laws.
- (7) Failing agreement to the contrary, all liability is excluded.
- (8) The statutory period of limitation for claims arising from defects shall be 12 months from the passing of risk.
- (9) The statutory period of limitation in the case of a delivery recourse under §§ 478, 479 German Civil Code (BGB) remains unaffected. This period shall be five years from the time of delivery of the defective article.

§ 7 Total Liability

- (1) A further liability for losses or damage other than that provided for under § 6 is excluded, irrespective of the legal nature of the asserted claim. This particularly applies to claims for damages arising from negligence at the time of concluding the agreement (*culpa in contrahendo*) from other breaches of duty or from tort claims for compensation relating to damage caused to property or material pursuant to § 823 German Civil Code (BGB).
- (2) The limitation of liability under Section (1) shall also apply insofar as, instead of asserting a claim for damages, the customer demands indemnity of futile expenses.
- (3) Insofar as our liability for losses or damage is excluded or restricted, this shall also apply with regard to the personal liability for losses or damage on the part of our staff, employees, co-workers, representatives and vicarious agents.

§ 8 Reservation of Title

- (1) We shall retain title to the purchased goods until all payments arising from the delivery agreement have been received. In the event of any conduct on the part of the customer which is in breach of the agreement, especially with respect to delays in payment, we shall be entitled to take back the purchased goods. The taking back of the purchased goods shall constitute a withdrawal from the agreement. After taking back the purchased goods, we shall be entitled to dispose of them and offset the proceeds derived from the disposal against the liabilities of the customer minus all reasonable costs of realization.
- (2) The customer is obligated to handle the purchased goods with care; the customer is especially obligated to obtain sufficient insurance at his own expense for damage caused by fire, water and theft to cover their replacement value. Provided that service and inspection work is required, the customer must carry out such work at his own expense and in due time.
- (3) The customer must notify us in writing without delay of any garnishments or other interventions by third parties so that we may initiate legal action in accordance with § 771 of the Code of Civil Procedure (ZPO). Insofar as the third party is not in the position to remunerate us for the court fees and extra-judicial costs of a legal action pursuant to § 771 of the Code of Civil Procedure (ZPO), the customer shall be liable for our incurred loss.
- (4) The customer is entitled to resell the purchased goods in the ordinary course of business; however he hereby assigns to us all claims to the extent of the final invoice amount (including VAT) of our receivables which accrue from the customer reselling the goods to his buyers or third parties, irrespective of whether the purchased goods are resold without having been further processed or after further processing. The customer shall also continue to be entitled to collect these receivables after assignment. Our authority to collect the receivables ourselves shall remain unaffected. We do, however, undertake not to collect the receivables as long as the customer meets his payment obligations from the collected revenues, does not delay payment and, in particular, has not filed for the opening of composition or insolvency proceedings or has suspended payment. If this is the case, however, we shall be entitled to require that the customer make the assigned claims and their debtors known to us, provide us with all the information required for collection, hand over the related documents and inform the debtors (third parties) of the assignment.
- (5) The further processing or transformation of the purchased goods by the customers shall always be carried out for our benefit. If the purchased goods are processed with other objects which do not belong to us, we shall acquire part-ownership of the new article proportional to the value of the purchased goods (total invoice amount, including VAT) to the other processed objects at the time of the processing. In all other respects, the same shall apply for the article arising from such processing as for purchased goods delivered under reservation of title.
- (6) If the purchased goods are inseparably intermixed with other objects not belonging to us, we shall acquire part-ownership of the new article proportional to the value of the purchased goods (total invoice amount, including VAT) to the other mixed objects at the time of the mixing. If, as a result of the mixing, the customer's article is regarded as the main item, it is hereby deemed as agreed that the customer shall assign part-ownership to us on a pro rata basis. The customer shall preserve the resulting sole ownership or part-ownership on our behalf.
- (7) We undertake to release – at the request of the customer – the collateral owing to us to the extent that the realizable value of the collateral owing to us exceeds the receivables secured by collateral by more than 20%, whereby the decision as to which collateral is to be released shall be made at our discretion.

§ 9 Legal Venue – Place of Performance

- (1) Provided that the customer is a businessman, our place of business shall be the legal venue. We shall, however, also be entitled to bring an action against the customer in the court of law at his place of business. Unless otherwise stated in the order confirmation, the place of performance shall be our place of business.
- (2) The laws of the Federal Republic of Germany shall be effective to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) Unless otherwise stated in the order confirmation, the place of performance shall be our place of business.
- (4) We are entitled to record, store, process and use information and data relating to our customers.