

General Terms and Conditions of Purchase and Delivery of Actuator Solutions GmbH

The following General Terms and Conditions of Purchase (AGB) shall apply to the provision of all deliveries and services to us. They shall apply to our future transactions with the supplier, even if they have not been expressly agreed. Unless these AGB provide otherwise, the following shall apply the statutory provisions for all contracts.

The confirmation of our orders or the provision of the deliveries and services by the supplier shall be sufficient for the validity of these AGB. Contrary conditions of the supplier deviating from our AGB shall not apply, even if we do not expressly object.

I. Order and conclusion of contract

1. orders are only binding for us, if they have been issued or confirmed by our department responsible for purchasing.
2. each order shall be confirmed by the supplier within one week stating the price and the binding delivery time. After this period has expired, we are no longer bound by the order.
3. the transfer of our orders to third parties is not permitted without our written consent.

II. Prices and terms of payment

1. prices stated in our orders are binding. All prices unless otherwise stated are quoted in Euro plus value added tax and free of freight costs for the respective place of delivery (see III. 1.). The costs of packaging are included.
2. our payment shall be made after receipt and acceptance of the respective goods and invoice within the agreed payment periods.
3. in order confirmations, notices of dispatch, invoices and other letters our complete order and article numbers have to be listed. Invoices without indication of our order and article numbers can be returned to the supplier without payment.
4. the supplier shall be entitled to rights of set-off and retention only in relation to undisputed, legally established or legally binding claims expressly recognised by us in writing.
5. assignments of claims, which the supplier is entitled to according to a purchase contract with us, are excluded without our prior written consent. The exclusion of assignment does not apply, if the supplier for his part delivers the goods under extended retention of title acquired from its pre-supplier.

III Delivery, delivery period and delay in delivery

1. deliveries shall be made at the supplier's own risk to the place of delivery indicated in the order or in the absence of a delivery location to our ordering branch.

2. the delivery note must be enclosed with the consignment. Delivery notes for consignments, made to third parties on our behalf, must always be sent to us in copy. After dispatch the supplier shall send us the notice of dispatch without delay. Dispatch notes and delivery notes must contain quantity and/ or weight information as well as article number, drawing status and origin data.

3. the supplier is not entitled to make partial deliveries. Partial deliveries can be rejected by us.

4. all agreed delivery dates and deadlines are binding. Compliance with delivery deadlines depends on the time of arrival of the goods at the place of delivery (see III. 1.). In case of a foreseeable delivery delay the supplier must notify us immediately of any delay in delivery.

5. if the supplier is in default of delivery, we shall be entitled - upon an appropriate period of grace - to claim a lump-sum compensation for damage of delay in the amount of 2% of the purchase price of the goods in default per week or part thereof of the delay in delivery, however a maximum of 10% of the purchase price of the goods in default. The supplier shall be entitled to prove to us that no or a lesser damage has been caused by the delay. Further we reserve the right to make legal claims, i.e. to withdraw from the contract and/or the assertion of claims for damages, in particular additional costs arising from third party supply of respective goods in delay.

6. all events of force majeure that impose a restriction on our activities allow us to suspend from our obligation of acceptance until the end of force majeure. In such events we are not obliged to indemnify supplier.

IV. Retention of title and confidentiality

1. if we make material available to the supplier, this material shall remain in our property and is to be stored separately until it is processed. This material may only be used for our orders. If this material is damaged or destroyed, the Supplier has to indemnify us.

2. any treatment or processing of the material supplied by us shall be carried out for us. We shall become the owner of the goods processed or created.

3. in the event of the combination or mixing of the goods delivered by us with material of the supplier, the supplier transfers to us his co-ownership share in the property created by the combination or mixing of the goods. We accept the transfer of ownership. The supplier shall hold these goods in safe custody for us with the care of a prudent businessman.

4. drawings, designs, samples, manufacturer's specifications and other documents, that we provide to the supplier for the purpose of submitting an offer, shall remain our property. We reserve all exploitation rights to these documents. These documents may not be made available to third parties and/or used, reproduced or transmitted in any form or by any means for any purpose whatsoever without our written consent. Upon the execution of the order or in

the event of non-execution, the supplier has to return these documents to us immediately at his expense.

V. Our rights in the event of defects

1. we examine the goods within a reasonable period of time given by the supplier for deviations in quality and quantity. The notification of obvious defects is in time as long as it is sent by us to supplier within 14 days of receipt of goods. The notification of concealed defects is in time as long as it is sent by us to supplier within 14 days of their discovery.

2. the supplier warrants that the goods delivered to us are free from defects, correspond to the purpose of the contract, and comply with all legal safety regulations and all industry-standard safety standards as well as our specifications regarding dimensions, quality and designs.

3. we are entitled to the statutory claims for defects against the supplier. We are entitled to demand supplementary performance. In case of (i) the period for supplementary performance expires without result, (ii) the event of final refusal of supplementary performance, (iii) failure of supplementary performance or (iv) supplementary performance is unreasonable for us, we are entitled to withdraw from the contract and/or claim damages or to reduce the purchase price. In case we have to indemnify our customers and/or have to render supplementary performance due to a defect in the supplied goods, which already existed at the time of the delivery of the supplied goods to us, we can demand compensation from the supplier for all our occurred expenses.

4. if type samples or appropriate random samples from a delivery as a whole or to a not insignificant extent deviate from the contractual or statutory provisions, we shall be entitled to withdraw from the contract. Further statutory claims for reduction or damages remain unaffected.

5. the limitation period for claims for defects is three years. It begins with the delivery of the goods. In the case of V. 3. sentence 4, the statute of limitations shall be our claims against the supplier at the earliest four months after the date, on which we have satisfied the claims of our customers, at the latest six years after delivery of the goods.

VI. exemption

1. if (i) a product manufactured by us causes a third party damage and (ii) third party makes a claim on us, the supplier has to hold us harmless from all claims by this third party and all costs incurred defending against these claims, if one of our goods delivered by the supplier caused this damage.

2. if, due to damage to a product manufactured by us, we have to conduct a recall campaign, the supplier is obliged to provide us with all the expenses incurred in connection with this recall action, if any goods delivered to us by the supplier has caused the occurrence of the damage.

3. if a claim is made against us by a third party, because a product manufactured by us infringes a statutory property right, the supplier agrees to

indemnify us against these claims including all necessary expenses in context with such infringement, if the goods supplied by the supplier have caused the infringement of the property right.

VII. Final provisions

1. the place of performance and jurisdiction is our head office. We are entitled to sue the supplier at the supplier's head office.

2. German law shall apply with the expressed exclusion of the UN Convention on Contracts for the International Sale of Goods.

3. amendments and additions to the contract including these AGB require the written form. This also applies to supplements and amendments to this provision.

4. if individual provisions of these general terms and conditions are ineffective or will become invalid, the validity of the remaining provisions shall remain unaffected. The contracting parties are obliged in this case participate in the creation of provisions through which a result as close as possible to the ineffective provision is achieved in a legally effective manner.