



General Terms and Conditions of Purchase of THIEL & HOCHHE GMBH & CO. KG Max-Planck-Straße 6, 40699 Erkrath („Purchaser“)

1. General Terms and Conditions:

These General Terms and Conditions of Purchase shall apply exclusively to all orders made by us. Diverging or supplementary terms and conditions of the Supplier shall not become component parts of the contract – also in the case that we do not object thereto in the individual case – unless we have expressly stated our agreement thereto in writing. Orders shall only be made in writing; orders made orally or by telephone or any amendments shall first become valid upon written confirmation thereof.

2. Ordering:

We shall be entitled to withdraw the order should the Supplier fail to accept such order within two weeks of receipt thereof. Requests for deliveries shall be binding at the latest if the Supplier fails to object within two weeks of receipt thereof.

3. Invoice:

The invoice is to be submitted immediately after completed delivery, irrespective of a separate delivery note; the invoice may not be enclosed with the goods. Invoices and delivery notes must contain the following information in addition to the details required pursuant to § 14, para. (4) Value Added Tax Law („Umsatzsteuergesetz“, „UStG“): notified invoice address of the Purchaser, order number, exact quantity specification, material number and exact designation, weight and type of packaging.

4. Prices and Payments:

Insofar as not otherwise agreed, the prices shall include the costs for packaging and transport. Our payments shall be made, unless otherwise agreed, 14 days after receipt of the invoice with deduction of 3% discount or 30 days after receipt of the invoice without any deduction. We shall only be in default, also with payment dates determinable by calendar dates, if we receive a written dunning notice after the stipulated payment due date. In the cases of our default in payment, the interest rate for default interest shall amount to 5% p.a., subject to proof of higher default damage by the supplier or lower default damage by us. Payments made shall not be deemed to be recognition in any way that the goods conform to the contract as agreed.

5. Delivery and Transfer of Risk:

If not otherwise stipulated or agreed, delivery shall be made on the account of and at the risk of the Supplier with free delivery to the customer named by us.

6. Warranty for Defects of Quality:

1. The Supplier shall be liable for all defects of the goods delivered in accordance with the statutory provisions of the German Civil Code/German Commercial Code (BGB/HGB). Changes to the goods to be delivered shall require the prior written approval of the Purchaser. In the event that a claim is made against us by one of our customers which is due to a defect of the goods delivered to us, the Supplier shall be obligated to indemnify us from the liability upon first demand. This shall also apply for all cases in which a claim is made against the customer by third parties on the basis of product liability.
2. Notifications of defects concerning obvious transport damage, false identity and amount of the goods shall be deemed to be made in a timely manner if such are claimed within two weeks after receipt of the goods and, with all other defects, if made within two weeks after their discovery.
3. Our payments shall not be deemed to be recognition of any kind of the absence of defects of the goods delivered.
4. Claims based on defects are subject to a limitation period of 24 months after the first licensing of the motor vehicle with goods which are intended for use in motor vehicles or installation of spare parts but, however, at the latest 30 months after delivery to the Purchaser.



7. Delivery:

The scope of delivery and delivery dates shall be prescribed by us and are to be met exactly. Any deviations shall be notified to us upon being recognized, notwithstanding any other rights. Additional or partial deliveries as well as the exceeding of agreed delivery dates shall require our prior approval in every case. Should the latter occur without our consent, we shall be entitled – notwithstanding other rights – to cancel the order. Changes to the goods to be delivered shall require our prior written approval.

8. Documentary Evidence of Origin, VAT Evidence, Export Restrictions:

1. Documentary evidence of origin requested by the Purchaser shall be provided by the Supplier without undue delay including all necessary details and with proper signature. The same shall apply for VAT evidence with deliveries made abroad and within the EU intra-community.
2. The Supplier shall inform the Purchaser without undue delay if goods to be delivered are subject in whole or in part to export restrictions pursuant to German law or any other law.

9. Quality and Documentation:

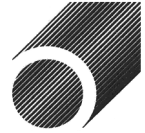
1. With the goods to be delivered by it, the Supplier shall comply with the recognized rules of technology, the safety provisions and the agreed technical data. For the first sample check, reference is made to the VDA Publication „Quality Assurance of Supplies – Supplier choice/Production Process – and Product Approval/Quality Assurance in Series Production” (*„Sicherung der Qualität von Lieferungen - Lieferantenauswahl/Produktionsprozess - und Produktfreigabe/Qualitätsleistung in der Serie“*), Frankfurt am Main 1998. Irrespective thereof, the Supplier shall be obligated to continually check the quality of the goods to be delivered. The contract partners shall reciprocally inform each other concerning the possibility of an improvement of quality.
2. If the type and scope of the controls as well as the control means and methods are not expressly agreed upon by the Supplier and the Purchaser, the Purchaser is prepared, upon the demand of the Supplier, within the framework of its knowledge, experience and possibilities, to discuss the controls with it in order to determine the respectively necessary state of the art with regard to control technology. In addition, the Purchaser shall inform the Supplier if requested concerning the pertinent safety provisions.
3. With the motor vehicle parts in the technical documents or by specially designated motor vehicle parts by separate agreement (for example, with „D“), in addition, the Supplier shall record in separate records, when, in what manner and by whom the goods delivered were controlled with regard to the characteristics requiring documentation and which results the demanded quality tests had. The control documents are to be maintained for ten years and are to be submitted to the Purchaser as required. Sub-suppliers of the Supplier itself shall be obligated by the Supplier to the same extent within the framework of legal possibilities. As guidance, reference is made to the VDA publication „Quality Evidence – Guidelines for the Documentation and Archiving of Quality Requirements” (*„Nachweisführung – Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen“*), Frankfurt am Main 1998.
4. Insofar as public authorities which are responsible for motor vehicle safety, exhaust gas provisions and suchlike or customers of the Purchaser demand inspection of the course of production and the control documents of the Purchaser in order to examine certain requirements, the Supplier agrees, upon the request of the Purchaser, to grant them the same rights in its business operation as the Purchaser and to provide all reasonable support in this context.

10. Shipment of Dangerous Goods:

Compliance with the regulations governing the transport of dangerous goods is unconditionally mandatory. The Supplier shall be liable for all damages which result from the failure to comply with the statutory provisions and shall be obligated to indemnify us upon first demand against all liability in the event of a claim for damages.

11. Drawings – Tools:

Drawings, models, tools and other production means remain our property, may only be used in accordance with the contract and may not be transferred to third parties without our consent; these are to be returned without undue delay upon our request. The Supplier shall assume the liability for loss and damage and any misuse.



12. Jurisdiction:

Place of performance and (with full merchants) jurisdiction is in Erkrath for all rights and obligations resulting from our orders.

13. Miscellaneous:

The data necessary for the processing of business transactions shall be processed by us centrally. German law shall apply for all contracts. The application of the Hague Uniform Sales Law and the United Nations Convention on Contracts for the International Sale of Goods is precluded. With varying languages of the contract documents, the German version shall be authoritative.

14. Binding Character:

Should individual regulations of these General Terms and Conditions be invalid, such shall not affect the legal validity of the remaining regulations as well as the contracts concluded on the basis of these General Terms and Conditions.