



Terms and Conditions of Sale and Delivery

1 Bases and scope

These Terms and Conditions of Sale shall govern all contracts for the delivery of goods and the performance of development services by Hirschmann Automotive GmbH having its principal place of business in Rankweil, Austria, and the affiliated companies thereof belonging to the Hirschmann Group (hereinafter the "Seller"). Deviating terms and conditions of the Buyer shall not be binding on the Seller unless the Seller has expressly approved their application in writing. There shall be no need for the Seller to object to any deviating terms and conditions of the Buyer in the individual case. Under no circumstances shall the conduct of the Seller be construed as an approval of such terms and conditions; this shall apply in particular also to conduct such as any acts that may be performed in fulfillment of the contract, silence on the Seller's part, the delivery without reservations of order confirmations and the like. This shall also apply to electronic order processing (such as, for instance, EDI and suchlike).

2 Offers

2.1 All offers submitted by the Seller are subject to confirmation and non-binding.

2.2 Any contents deviating from the offer shall only become part of the contract if expressly acknowledged by the Seller to be binding when confirming the order.

3 Conclusion of contract

3.1 A contract will be deemed concluded once the Seller after receiving the order has dispatched to the Buyer either a written confirmation of the order or a delivery.

3.2 Where the confirmation of the order or the documents referenced therein deviate from declarations previously made by the Parties, such deviations will be deemed approved unless the Buyer expressly objects to the respective deviation in writing within a reasonable period of time, but not later than five working days after receiving such order confirmation. The Buyer shall have no right of objection regarding the application and scope of these General Terms and Conditions.

3.3 Once the contract has been concluded, changes to the order on the part of the Buyer shall only be possible subject to the Seller's approval and subject to indemnification.

3.4 The performance of a number of services over a prolonged period of time shall not give rise to a continuing obligation or any other right to obtaining further services unless and until expressly so agreed in a contractual document signed by both Parties.

4 Prices

Prices are quoted ex Works or ex Warehouse of the Seller and do not include packing, freight/carriage, insurance, taxes and duties (such as, for instance, value-added tax or customs duties). Any such costs shall be borne by the Buyer and shall be charged extra by the Seller or the competent authority, unless expressly agreed otherwise.

5 Delivery

5.1 As a matter of principle, delivery and compliance with the delivery period shall be ex Works or ex Warehouse of the Seller. Where special terms such as FCA or suchlike are agreed, the interpretation pursuant to the standard terms of the International Chamber of Commerce in Paris (INCOTERMS) as applicable from time to time shall prevail.

5.2 Our delivery dates and deadlines shall only be binding if explicitly confirmed as binding.

5.3 Where circumstances occur on the Seller's side (and/or also on the subcontractor's side) which are unforeseeable or which are independent of the intention of the Parties, such as, for instance, all events of force majeure, which prevent compliance with a period agreed for delivery, such period shall in any case be extended by the period during which such circumstances prevail; such circumstances being understood to include, without limitation, armed conflict, interference and prohibitions by the authorities, delays in transportation and customs clearance, damage to or loss of goods in transit, shortage of energy and raw materials, labor conflicts as well as default of a material, hard-to-replace subcontractor on the Seller's side. None of the above shall entitle the Buyer to assert claims for indemnification or other claims against the Seller.

6 Transfer of risk and place of performance

6.1 The place of performance for the delivery of goods shall always be the works or the warehouse of the Seller. Risk and title shall pass to the Buyer as the delivery leaves the works or the warehouse, irrespective of the price quotation agreed for the delivery. This shall apply also in cases where transportation is performed or organized by the Seller.

6.2 In the event of loss or damage during transport, the Buyer shall be responsible for submitting a complaint with the carrier, and it is recommended that the Buyer promptly cause the facts to be ascertained by the authorities.

7 Payment

7.1 Payments shall be made without any deductions, with all bank charges paid, to the Sellers', in the agreed currency (generally EUR) and within 30 days of receipt of invoice. Any deviating terms and conditions of payment or arrangements shall be subject to the Seller's written approval.

7.2 Any payment will be deemed made on the day the Seller can dispose of the amount.

7.3 The Buyer is not entitled to withhold or offset payments on the basis of warranty claims or other counterclaims.

7.4 If the period allowed for payment is exceeded, the Seller, without prejudice to any other rights it may have, shall have the right to declare due any and all claims outstanding under this transaction or any other transactions and charge default interest at a rate of 9.2% p.a. for such amounts as from the respective due date and assert further costs (including without limitation collection costs and other reasonable costs of taking appropriate legal steps), provided the Seller furnishes proof of such costs.

7.5 The Seller reserves title to any and all goods delivered by it until payment in full of the invoiced amounts plus possible interest and costs and has the right to make known and, where possible or required, file or register such reservation of title with the authorities in Austria and abroad at its discretion until receipt of payment in full. To provide security for the Seller's claim to the purchase price, the Buyer herewith assigns to the Seller its claim from the resale of goods subject to a reservation of title –



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even where such goods have been processed, transformed or mixed - and agrees to make a corresponding note in its books or on its invoices. Upon request, the Buyer shall notify the Seller of the claim assigned as well as of the name of the debtor, provide all particulars and documentation required by the Seller for collecting the claim and notify the third-party debtor that the claim has been assigned. In the event of the goods subject to a reservation of title being attached or becoming the object of other demands, the Buyer is obligated to point out the Seller's title to the goods and notify the latter without delay.

8 Complaints, warranty, liability

8.1 The Seller warrants that for a period of 12 months following delivery of the goods, the goods supplied by the Seller shall be free of defects and conform to the specifications agreed.

8.2 Any defects shall be notified to the Seller by the Buyer expressly in writing within a reasonable period of time, obvious defects or delivery of merchandise other than the stipulated goods within 5 working days, at the latest, and hidden defects within 5 working days of being discovered, at the latest; otherwise claims under warranty or claims for damages based on the defect as such and claims based on error concerning the absence of defects of the item can no longer be asserted. If a defect is present and/or the goods do not conform to the specifications agreed as provided in Article 8.1 hereof, the Seller shall provide replacement or repair the defect at its own cost. An obligation of the Seller to compensate any further costs that may be incurred in connection with defective goods, such as, e.g., costs of assembly and disassembly, is excluded.

8.3 In the context of all of the above remedies available under warranty, the Buyer is generally obligated to observe the principle of cost minimization. The Seller is granted the right to choose such method for remedying the defect as is most favorable for the Seller as regards costs.

8.4 If the Seller does not comply with its warranty obligation as provided for in Article 8.2 or if subsequent performance fails, the Buyer is entitled to reduce the price by an appropriate amount or rescind the contract, but in either case only with respect to the defective performance.

8.5 Moreover, warranty shall expire forthwith if the Buyer or any third party modifies, or performs repairs on, the goods without the written approval of the Seller.

8.6 By mutual agreement, the special recourse available to an entrepreneur who has granted a warranty to a consumer is limited to the term of the statutory warranty periods.

8.7 Subject to mandatory law, the Seller shall be liable for damage arising under this contract, from its goods and from its services if proven to have acted with intent or gross negligence. Liability for slight negligence, compensation for consequential damage and pecuniary damage, savings and/or profits not made, loss of interest, line stoppages, compensation for loss of production and for damage arising from third parties asserting claims against the Buyer are excluded. This exclusion of liability

shall not apply to personal injury and product liability claims.

Within the scope of the above limitations, the Seller shall be liable for damage to property only up to the amount of the benefits paid by its third-party liability insurance, to the extent that such damage was not caused by the Seller intentionally or by blatantly gross negligence.

8.8 The statute of limitations for damage claims shall be 12 months as from gaining knowledge of the damage and the party causing it.

9 Industrial property rights and copyright

9.1 If goods are produced by the Seller on the basis of design specifications, drawings, models or other specifications provided by the Buyer, the Buyer shall indemnify and hold the Seller harmless in respect of the infringement, if any, of protective rights and, if so requested by the Seller, shall join the respective proceedings as a party or intervener at its own cost and litigate for the benefit of the Seller.

9.2 The offer documentation and project documentation as well as the execution specifications such as, e.g., drawings, sketches and other technical documentation, and also samples, models, pictures and illustrations and the like shall always remain the intellectual property of the Seller and are subject to the relevant statutory provisions regarding reproduction, imitation and competition, etc. The aforementioned documentation and objects shall be treated as confidential and be neither exploited nor disclosed to third parties by the Buyer; the Seller may demand their return at any time. They shall be returned to the Seller without immediate effect if the Buyer places an order with a third party.

10 Data protection

The Seller hereby notifies the Buyer that the Buyer's data required for handling the commercial side of the transaction shall be stored.

11 Severability clause

Should individual provisions of this contract be ineffective, the remaining provisions hereof shall not be affected thereby. The ineffective provision shall be replaced with a valid provision coming as close as possible to the goal sought to be achieved. This shall also apply to any gaps in this contract.

12 Venue and applicable law

The contracting parties agree, with binding effect for themselves and their legal successors, that the venue for all disputes directly or indirectly arising from the contracts entered into by and between the contracting parties, from the deliveries or with regard to these Terms and Conditions shall be Feldkirch, Austria. Austrian law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Rankweil, May 1, 2015