

# **General Sales Conditions of Schübeler Technologies GmbH**

## **I. Area of Application**

1. The sales conditions below apply to all contracts entered into between the customer and us concerning the delivery of goods. They also apply to all future business relations, even if they have not been expressly agreed upon. Deviating conditions of the customer which are not expressly acknowledged by us are not binding for us, even if we do not expressly object to them. The sales conditions below also apply if we, being aware of contrary or deviating conditions of the customer, carry out the customer's order without reservation.
2. All of the agreements which have been entered into between the customer and us for performance of the purchase contract are recorded in writing in the respective purchase contract and in these General Terms and Conditions.

## **II. Offer and Entry into Contract**

1. An order of the customer which is to be classified as an offer for entry into a purchase contract can be accepted by us within two weeks by sending an order confirmation or by sending the products ordered within the same time period.
2. Our offers are subject to change without notice, and are non-binding, unless we have expressly designated these as binding.
3. We hereby reserve the ownership, copyright and other proprietary rights in all pictures, calculations, drawings, and other documents. The customer may only pass these on to third parties with our written consent, regardless of whether we have labelled them as confidential.

## **III. Payment Conditions**

1. Our prices apply ex works including packaging if nothing different is specified in the order confirmation. The statutory value-added tax is not included in the prices. This is shown separately in the invoice in the statutory amount on the date of issue of the invoice.
2. A discount deduction is only permissible in the case of written agreement between us and the customer. The purchase price is payable net (without deduction) immediately upon receipt of the invoice by the customer, if no other payment term is given in the order confirmation. A payment is only deemed to have been made when we are able to dispose of the amount. In the case of cheque payments, payment is only deemed to have been made when the cheque is cleared.
3. If the customer is in default of payment statutory provisions apply.
4. The customer is only entitled to compensation, even if defect complaints or counterclaims are being made, if the counter-claims have been determined in a final and legally-binding manner, have been acknowledged by us or are undisputed. The customer is only authorized to exercise a right of retention if its counter-claim is based on the same contractual relationship.

#### **IV. Delivery and Performance**

1. Delivery dates or periods which have not expressly been agreed as binding are exclusively non-binding information. The delivery period specified by us only commences when the technical issues have been clarified. In the same way, the customer is obliged to properly fulfil all of the obligations to which it is subject, and in a timely manner.
2. If the underlying contract is a fixed transaction in the sense of § 286 paragraph 2, number 4 of the German Civil Code or § 376 of the German Commercial Code, we are liable in accordance with the statutory provisions. The same applies if, as a result of a delivery default attributable to us, the customer is entitled to claim the discontinuance of its interest in the further performance of the contract. In such case, our liability is limited to the foreseeable, typically occurring damage or loss, if the delivery default is not due to an intentional or grossly negligent breach of the contract which is attributable to us, in which regard fault on the part of our representatives or vicarious agents is to be ascribed to us.  
In the same way, we are liable to the customer in the case of delivery default pursuant to the statutory provisions if that is due to an intentional or grossly negligent breach of the contract which is attributable to us, in which regard fault on the part of our representatives or vicarious agents is to be ascribed to us. Our liability in such case is limited to the foreseeable, typically occurring damage or loss, if the delivery default is not due to an intentional breach of the contract which is attributable to us.
3. In the event that a delivery default attributable to us is due to a culpable breach of a fundamental contractual obligation, in which regard fault on the part of our representatives or vicarious agents is to be ascribed to us, we are liable in accordance with the statutory provisions, with the proviso that in such case, the compensation liability is limited to the foreseeable, typically occurring damage or loss.
4. A more extensive liability for a delivery default attributable to us is excluded.
5. We are entitled to partial deliveries and partial performance at any time, insofar as this is reasonable for the customer.
6. If the customer is in acceptance default, we are entitled to demand compensation of the loss suffered and any additional expenditure incurred. The same applies if the customer culpably breaches its obligations to cooperate. Upon the occurrence of acceptance default or debtor default, the risk of accidental deterioration and accidental destruction is transferred to the customer.

#### **V. Transfer of Risk – Dispatch/Packaging**

1. Loading and dispatch take place without insurance at the customer's risk. We try to take account of the dispatch type and the dispatch route wishes and interests of the customer; additional costs caused thereby - even in the case of agreed freight-free delivery - are borne by the customer.
2. We do not take back transport or any other packaging in accordance with the packaging regulation. The customer is obliged to take care of the disposal of the packaging at its own cost.
3. If the dispatch is delayed at the request of or due to fault on the part of the customer, we store the goods at the customer's cost and risk. In such case, the announcement of dispatch readiness is treated as equivalent to the dispatch.

4. Upon the request and at the cost of the customer, we insure the delivery through a transport insurance policy.

## **VI. Guarantee/Liability**

1. Complaints of all kinds, also relating to the lack of guaranteed properties, have to be presented to us in writing and with a specific statement within eight days after the goods have reached their destination. Hidden defects have to be reprimanded immediately after notice.
2. Rejected goods have to be made available to immediate verification of defectiveness. We are entitled to inspect rejected parts on the premises. Costs incurring by shipping rejected goods to us will be refunded, if the defectiveness of those goods is approved by us or by court.
3. In case of a justified complaint we may, at our discretion, correct the defect or carry out a replacement delivery. Any further claims are excluded.
4. The customer may withdraw from the contract, if the correction of defects or the replacement delivery has not been carried out within an appropriate respite. The same applies if the repair or the replacement delivery is not possible.
5. Further claims are excluded. The guarantee towards private individuals expires 24 months after receipt of the goods, towards merchants 12 months after receipt of the goods.
6. Apart from that, compensation liability is restricted to intentional or grossly negligent breaches of contract. This also applies to breaches of contract by our legal representatives or our vicarious agents.
7. The customer is obliged to inform us on exceptional risks, atypical contingencies and unusual amounts of damage prior to the execution of the contract.
8. All limitations of liability do not apply to claims connected to loss of life, personal injury and damage to health.

## **VII. Retention of Title**

1. Whenever we deliver items in accordance with drawings, models, or samples, which are handed over to us by the buyer, the customer takes over the guarantee that protective rights of third parties are not infringed.
2. Whenever third party claims interdict production and delivery of any items, goods or products that are produced in accordance with the customer's drawings, models, or samples, without having to check the legal situation we reserve the right to immediately suspend performance, to the exclusion of any claims by the customer, and to cease the manufacture and delivery; the costs already incurred by us as a result of the contractual fulfilment shall be reimbursed to us by the customer. The customer shall indemnify us from third-party claims for compensation. For all impending direct and indirect damage arising from breaches and claims regarding any patent rights, the customer must provide us with an appropriate advance payment and cost reimbursement.
3. Sent in samples, drawings, films, and data will only be returned at the customer's demand. In case of non-confirmation of an order we are entitled to destroy samples, drawings, films, or data twelve months after the date of offer.

4. All designs, proposals, models, or samples created and produced by us are our intellectual property. We reserve all rights arising from this, in particular to file patents, utility models and all rights of reproduction. Any proposals, models, samples etc. may not be made accessible to third parties without our explicit approval.

#### **VIII. Place of Performance, Legal Venue, Applicable Law**

1. The place of performance and jurisdiction for deliveries and payments (including actions due to checks and bills of exchange) and all disputes arising between us and the customer based on the purchase contracts concluded between us and the customer shall be our registered office. However, we are also entitled to sue the customer at its domicile and/or place of business.
2. The relations between the contractual parties will be regulated exclusively in accordance with the laws of the Federal Republic of Germany applies. The applicability of the UN purchase law is excluded.