

§ 1 Applicability

(1) These terms and conditions apply to all deliveries and services (hereinafter: services) to Salzgitter Automotive Engineering GmbH & Co. KG (SZAE).

(2) In relation to the General Terms and Conditions (T&Cs) of the Supplier, the General Terms and Conditions of Purchase (GTCP) of SZAE shall apply exclusively; this shall also apply if SZAE does not expressly object to the Supplier's T&Cs or other contractual conditions. The supplier's contractual terms and conditions conflicting with or deviating from SZAE's orders or these GTCPs shall not be recognised and shall not be included, unless SZAE has expressly agreed to this in writing in the individual case.

(3) With the execution of SZAE's order, its terms and conditions of purchase are accepted without restriction.

§ 2 Offers, orders and other declarations

(1) The offers should correspond to SZAE's enquiries; alternatives are welcome. They are free of charge and non-binding for SZAE.

(2) Orders, agreements and other declarations are only binding if they are issued or confirmed by SZAE in writing. A copy of an original remaining with and signed by SZAE is also sufficient for the written form. Fully machine-produced orders that are expressly marked as such do not require the written form.

§ 3 Prices

(1) The agreed prices are fixed prices and are carriage paid to the place of use including packaging and freight costs plus the applicable value added tax. If an "ex works" or "ex warehouse" price has been agreed, SZAE will only bear the least expensive freight costs. All costs incurred up to handover to the freight carrier, including loading and excluding freight charges, shall be borne by the supplier. The type of pricing does not affect the agreement on the place of performance.

(2) SZAE reserves the right to acknowledge excess or short deliveries.

§ 4 Place of performance

The place of performance for payment claims of the parties is the respective administrative headquarters of SZAE; for all other claims it is the respective receiving point specified in the order form under "Shipping address".

§ 5 Packaging, shipping

(1) If the packaging remains the property of the supplier, the supplier shall take it back at its own expense.

(2) The transport risk shall be borne in every case by the supplier.

(3) With regard to shipping, the supplier must carefully protect SZAE's interests. SZAE is not obligated to process wagon loads before the arrival of the delivery documents.

(4) In the context of the assertion of financing costs (e.g. in the case of freight forwarders), the supplier must prove that these costs (i.e. damage or depreciation) have not occurred at all or not in the specified amount. SZAE does not have to provide this

proof. The financing costs are not to be taken into account if SZAE complies with the specified payment term. In the event of default on the part of SZAE, it is inadmissible for the supplier to claim default interest in addition to the financing costs.

(5) Road tolls must be shown separately in the order acceptance. It must also be agreed separately who will bear the costs in the individual case.

§ 6 Commercial clauses

When construing the commercial clauses, the INCOTERMS in the version valid at the time of conclusion of the contract shall apply.

§ 7 Proof of origin, VAT proofs, export restrictions

(1) Proofs of origin requested by SZAE shall be provided by the supplier with all necessary information and duly signed without delay. The same applies to VAT proofs for foreign and intra-Community deliveries.

(2) The supplier shall inform SZAE immediately if a delivery is subject in whole or in part to export restrictions under German or other law.

§ 8 Drawings, execution documents, tools

(1) Documents (e.g. drawings), fixtures, models, tools, other means of production or templates provided by SZAE remain the property of SZAE. They may only be used, duplicated or transmitted to third parties for the processing of the offer and the execution of the order. They must be returned to SZAE immediately and free of charge after execution of the order.

(2) SZAE may demand the free and immediate provision of all templates (e.g.: models, tools) and documents that the supplier uses for the execution. Ownership of these templates and documents shall pass to SZAE after payment. SZAE is entitled, without special permission, to use them, if the supplier is in default, for the fulfilment of the contract, as well as for the procurement of accessory systems, for maintenance and repair, for subsequent changes and the production of spare and reserve parts by SZAE or third-party companies, and to hand them over for such work. If necessary, the supplier must also provide SZAE with other information required to fulfil the contract.

§ 9 Documentation obligations

(1) The following also applies to the supplier of standard parts: The supplier undertakes to enter all necessary data into the IMDS system (International Material Data System at www.mdsystem.de). All data (in the area of series production) that are directly or indirectly related to the nature of the raw material(s) from which the delivery item is manufactured, regardless of whether the service - commissioned by SZAE - is a new production, an assembly of parts that are exceptionally and/or partly manufactured by the supplier itself or by third parties, are to be entered in the "International Material Data System". The supplier therefore also has the obligation to deliver complete data and enter it in the IMDS system if it imports parts for manufacture or processing. In this case, the supplier must obtain the data from the exporting third party (including sub-suppliers). The supplier cannot be relieved by the argument that it does not receive the necessary data from third parties.

The data entered must be addressed to the following (SZAE) ID number: "11497". The data must be available in the

system before SZAE prepares the initial sample test report (ISTR) or concomitant with the submission of the initial samples to SZAE. In this respect, the scheduling agreements with regard to the preparation/submission of the **ISTR** - also with regard to possible consequences of delay - must be observed. Delays in data entry are performance disruptions that are at the expense of the supplier. The supplier is liable in this regard for intent and for any form of negligence. In individual cases, the supplier can commission SZAE to enter the necessary data already available to it directly into the system. In this respect, SZAE acts as an agent and is entitled to the agreed remuneration.

(2) The supplier is solely liable for the completeness of the data and its correctness (also in the case of commissioning SZAE). Furthermore, the supplier is liable for all damages incurred by SZAE or a third party as a result of the incorrect or incomplete data.

§ 10 Performance hindrances, statute of limitations of the buyer's claim for performance, legal status of the suppliers

(1) If the supplier is or believes to be hindered in the fulfilment of the contract, it must notify SZAE immediately in writing, stating the reasons and the expected duration of the hindrance.

(2) The regular limitation period for SZAE's claim for performance is five years after conclusion of the contract.

(3) The supplier is liable for deliveries it receives in the same way as for its own deliveries. In case of suspicion of a defect or damage in connection with supplier parts of the contractual service or subcontractor services, the supplier is obliged to provide SZAE with information about the supplier, intermediary or subcontractor on request, as well as all details and information necessary to assert claims against them.

(4) If an application for insolvency proceedings (or comparable proceedings in foreign countries) is filed with regard to the supplier's assets or if there are sufficient indications that the prerequisites for filing for insolvency proceedings are met, SZAE shall be entitled to an immediate extraordinary right of termination to the exclusion of the supplier's claims for compensation.

§ 11 Defects

(1) All of the supplier's performances must correspond to the properties specified in SZAE's order at the time of the transfer of the risk and must be suitable without restriction for the operationally usual period of use and the contractually specified purpose or, if no such purpose is specified, for the normal commercial purposes.

(2) The services must comply with the recognised rules of technology and the European and German technical standards, all legal and sub-statutory provisions applicable at the place of performance, in particular also the occupational safety regulations, the requirements of the Equipment Safety Act, the accident prevention regulations, the fire protection regulations and the environmental regulations.

(3) In the event of material defects and defects of title in the supplier's services, the statutory provisions shall apply with the

proviso that SZAE shall have the right to choose the type of supplementary performance - rectification or replacement — in

the case of contracts for purchase, delivery of services and work. SZAE is entitled to set a reasonable deadline for subsequent performance, unless subsequent performance is unreasonable for SZAE. In addition to the cases regulated by law, such unreasonableness may also result from an imminent unreasonable delay within the framework of SZAE's obligations towards a third party or due to the delay in the delivery of equipment, systems or facilities necessary for operation or business. In case of particular urgency, SZAE has the right to independently carry out repairs in the amount of 50% of the order value without prior consultation with the supplier. An amicable definition of a subsequent performance period has the same legal effects as a deadline set by SZAE.

(4) In the event of material defects, SZAE shall also be entitled to an advance payment in the case of purchase, work and work delivery contracts after fruitless expiry of the deadline set for subsequent performance. Short or excess deliveries are generally not accepted by SZAE and can be rejected within 14 days and returned at the expense of the supplier.

(5) Insofar as SZAE is entitled to withdraw from the contract by operation of statutory or contractual provisions in the event of non-performance or improper performance, the withdrawal - provided that the non-performance or improper performance is restricted to a delimitable part of the service - may be limited to this part while maintaining the remainder of the contract.

(6) After exercising the right of withdrawal due to non-performance or improper performance of a service, as well as in the case of claims for damages instead of performance, SZAE shall be entitled, if the service or residual service has to be awarded elsewhere, without prejudice to the statutory rights, to claim an advance payment of a reasonable amount due to the expected costs plus a security surcharge of 50 %. In this case, SZAE is only obliged to obtain several offers to the extent that this does not cause or threaten to cause significant time delays or disruptions to the operational, production or business processes. SZAE bills its own services at third-party market prices. Consequential damage caused by a defect must also be compensated.

(7) If SZAE is responsible for the examination of the service and the notification of defects in accordance with § 377 (1) HGB (German Commercial Code), SZAE shall be available for its timely fulfilment two weeks from delivery. The notification of a defect that only becomes apparent later is timely in accordance with § 377 (3) HGB until the expiry of two weeks after its discovery. If, on the instructions of SZAE, the item is delivered by the supplier directly to a third party for further processing or machining, the supplier shall be responsible for the obligation of outgoing goods inspection and the third party for the obligation of incoming goods inspection; the third party is entitled and obliged to exercise the commercial obligation to give notice of defects on behalf of SZAE. In these cases, it is the duty of the third party to inform SZAE immediately of the material defect (including quantity deviations). If the third party violates these obligations towards SZAE, it shall be liable for all damages resulting from this breach of duty. The supplier shall also bear the costs incurred as a result of the processing of a complaint caused by the supplier (administrative costs / 8D report). SZAE is entitled to deduct these costs directly from the agreed remuneration.

SZAE is in compliance with the obligation to give notice of defects if it notifies the defect by the end of two weeks after its discovery (see above).

(8) If a material defect becomes apparent within six months of the transfer of risk, it shall be presumed that the item was already defective at the time of transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

(9) The supplier is liable for measures taken by SZAE to avert damage (e.g. recalls) insofar as it is legally obliged thereto. The supplier must take out a recall insurance with adequate cover.

(10) The supplier shall indemnify SZAE to the permissible legal extent against all claims arising from the Product Liability Act. In this respect, the supplier must take out appropriate insurance that ensures the settlement of any damages.

§ 12 Property rights

(1) The contractor is liable for ensuring that its services and their exploitation by us do not infringe the property rights of third parties. The same applies to the procurement of accessory systems, for maintenance and repair, for subsequent changes and the production of spare and reserve parts by SZAE or external companies.

(2) Without prejudice to statutory claims of SZAE, the supplier shall indemnify SZAE against all claims of third parties and all their damages, expenses and other disadvantages arising in this context. This includes in particular disadvantages that arise for SZAE from any necessary modification of buildings, machines, systems and IT systems or programs, and from delays in the construction, project or operating process.

§ 13 Invoicing

(1) An invoice must be issued separately for each order. The invoice must comply with the requirements of the applicable tax laws, in particular the Value Added Tax Act in Germany, and must clearly and comprehensibly list the services provided, stating SZAE's order number. Insofar as acceptance of the service has been agreed, the acceptance record must be attached.

(2) The quantities, contents and quantities recognised by SZAE are decisive for the calculation. In the case of weight differences, SZAE only recognizes the weights determined by its check weighmen.

§ 14 Payment

(1) SZAE shall pay within 14 days of delivery and receipt of invoice with a 3% discount or without deduction until the end of the month following the delivery and receipt of the invoice. With the acceptance of premature deliveries the due date is based on the agreed date of delivery.

(2) Payments by SZAE do not mean acknowledgement of the bill.

(3) SZAE may offset all claims that the supplier has against it against all claims against the supplier to which it, Salzgitter

AG or those domestic companies in which Salzgitter AG holds a direct or indirect majority stake, is entitled.

Upon request, SZAE will notify the supplier in detail of the Group companies covered by this regulation.

(4) If SZAE is in default of payment, SZAE shall pay interest on the claim with an interest rate of 5% percentage points above the base rate in accordance with § 247 BGB (German Civil Code) to the exclusion of further claims.

§ 15 Provision of security

If SZAE makes advance payments on its order, it is entitled at any time to demand the transfer by way of security of corresponding materials, in particular the ordered items being processed.

§ 16 Assignment, transfer of contract, change of company

(1) The supplier may not assign claims against SZAE in whole or in part without the express prior written consent of SZAE; SZAE shall not refuse to give its consent without good cause.

(2) For assignments due to extended retention of title, consent shall be deemed to have been given from the outset with the proviso that SZAE reserves all rights against the assignee that it would be entitled to against the supplier without the assignment. SZAE does not accept collection authorisations.

(3) The supplier may not transfer the fulfilment of its contractual obligations in whole or in part to third parties without the express prior written consent of SZAE. If this consent is given, SZAE remains jointly and severally liable to the supplier.

(4) The supplier shall immediately notify SZAE of any transfer of contract and any change in its company by operation of law.

§ 17 Offset and retention by the supplier

(1) The supplier may only offset undisputed or legally established claims.

(2) The supplier is only entitled to rights of retention if they are based on the same contractual relationship.

§ 18 Place of jurisdiction, applicable law

(1) The place of jurisdiction for both parties is the district court or regional court responsible at the registered office of SZAE; in addition, SZAE is entitled to choose the general place of jurisdiction of the supplier.

(2) In addition to the contractual provisions, the laws of the Federal Republic of Germany applicable to the legal relationships of domestic parties shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

§ 19 Partial ineffectiveness, prohibition of advertising, data protection

(1) These terms and conditions shall remain fully effective even in the event of the legal invalidity of individual parts in the remainder.

The use of SZAE's enquiries and orders for advertising purposes is not permitted.

Data arising in connection with the business relationship is stored in files by the companies of the Salzgitter Group and transmitted between them.