

**General Terms and Conditions (GTC)
for orders and deliveries in commercial transactions**

I. General information

1. All our deliveries, services and offers, including all future transactions in permanent business relations with us, are exclusively subject to these General Terms and Conditions. Deviating conditions that we do not expressly accept in writing are not binding for us, even if we do not expressly object. Our terms and conditions shall also apply if we execute an order without reservation in the knowledge of conflicting or deviating terms and conditions. In each case, the version of our terms and conditions valid at the time of conclusion of the contract, on our website on the Internet at www.sikaautomotive.com, which we can also send by fax on request, is decisive. They only apply to companies in accordance with § 310 BGB German Civil Code) (Business Customers).
2. In any case, our contract with the customer is only concluded on the basis of our written order confirmation. Our offers are only intended to prepare the conclusion of the contract and are not binding unless they are expressly designated in writing as firm offers. The customer must check the order confirmation immediately. All agreements for the execution of the contract are to be recorded in writing.
3. Our contract with the customer is subject to our timely and correct self-supply, except if we are responsible for the lack of self-supply. In the event of lack of self-supply, we shall inform the customer immediately and may then demand a reasonable extension of delivery periods or withdraw from the contract. The customer may also withdraw from the contract within 2 weeks of the aforementioned information.

II. Prices, terms of payment, right of retention, right of set-off, etc.

1. Our prices are net prices excluding value added tax. Unless otherwise stated in the order confirmation, our prices are "ex works" (EXW, INCOTERMS 2010) of our registered office or the specified place of loading. Packaging (including its return) and insurance are charged separately. The statutory value added tax shall be added to the purchase price and other consideration paid to us, unless otherwise provided by law. Changes in the value added tax do not entitle the customer to terminate the contract.
2. We reserve the right to change our prices appropriately if, after the conclusion of the contract, cost reductions or cost increases occur, in particular due to collective agreements, changes in the price of materials or energy. We shall present these to the customer on request.
3. Unless otherwise agreed, the purchase price plus any VAT incurred must be received by us or credited to our account without deduction within 30 days of the date of the invoice (unless it is not received within 10 days). The legal regulations for default of payment shall apply. The deduction of a discount requires a special written agreement. We reserve the right to refuse cheques or bills of exchange. If they are accepted, then only on account of performance. All associated costs shall be borne by the customer.
4. Our invoices are deemed to be accepted if no written objection is raised within 2 weeks of receipt.
5. Our customer has no rights of retention insofar as they are based on other legal transactions with us.
6. The customer is only entitled to offsetting rights if his counter-claims have been legally established, are undisputed or have been recognised by us. In deviation from this, however, he may set off against claims which are directed to the effecting of the counter-performance, such as claims to completion costs or costs of remedying defects.
7. If the customer does not comply with payment terms or if facts become known after conclusion of the contract which give rise to serious doubts about the customer's creditworthiness (e.g. foreclosure, refusal by credit insurers, etc.), all our claims against the customer shall become due immediately. They will then bear interest in accordance with the law (5% p.a. and in case of default 9% p.a. above the base rate). In addition, we can

demand advance payment for services still outstanding. If payment is not made despite a reasonable grace period, we may withdraw from or terminate the contract and claim damages.

III. General conditions for our services

1. The basis for our contractual obligations is that the customer has notified us in writing of all operating conditions, local conditions, data and information to be taken into account and has provided all necessary documentation. If this is not done or not done completely or too late, the customer shall in any case bear any additional expenses incurred and shall release us from any responsibility for consequences. Even while we are rendering our services, the customer is obliged to take the necessary co-operative actions. The customer shall check interim results to ensure that they are correct and complete. He shall also point out in advance any circumstances that require special consideration and any recognisable errors.
2. Insofar as our services are carried out in whole or in part at the customer's premises, the customer shall provide suitable rooms and connections, any necessary work equipment and test facilities free of charge. He shall name a contact person responsible for the respective project. He shall be responsible for the safety of our employees seconded to him.
3. Adequate part deliveries in compliance with agreed delivery times as well as reasonable deviations from the order quantities of up to plus/minus 10 % are permissible.
4. In the case of orders, including call orders with fixed delivery dates/delivery times or delivery quantities, the customer is always obliged to accept the products concerned in full. Otherwise, we can in any case demand payment for the raw materials, auxiliary materials and operating supplies relevant to the order as well as acceptance of the unfinished products concerned within the scope of the rights to which we are entitled.
5. We are entitled to engage third parties for our deliveries and to subcontract the order in whole or in part, provided that the interests of the customer worthy of protection are not impaired thereby.
6. If we execute the order according to the customer's specifications, the customer shall indemnify us against any claims of third parties which may be violated by the execution of the order. This also includes all expenses incurred by us in this connection.
7. Agreements on the quality of the object of our deliveries/services must be made in writing. Reference to technical standards and other technical data serves only to describe the performance or quality of the object of the delivery and is in no case a guarantee. Information contained in general product descriptions, brochures and technical data sheets, including assembly instructions, is only approximately binding. Unless otherwise agreed in writing, samples of products shall only give an approximate impression of the properties of the goods. Public statements, recommendations or advertising by third parties are not contractual quality specifications for our deliveries.
8. We are only responsible for the suitability of a product, process or material manufactured by us for a specific use if this has been expressly agreed in writing and specified according to object, property and use.
9. In no case do we assume guarantees in the legal sense for quality or durability.

IV. Technical advice, state of the art, etc.

1. Should we provide technical advice, in particular application-related advice, this is done to the best of our knowledge and experience, but without being obliged to do so and without liability, unless the advice is specifically agreed in writing against payment. In the latter case, we shall only be liable for damages within the scope of Section VIII of these GTC.
2. Only the state of the art at the time of our order confirmation is decisive for the customer's contract with us.

V. Delivery time, performance time, delay, force majeure

1. Agreed delivery times only begin when the necessary coordination and agreements on all technical questions, conditions and other technical details have been concluded and are always only approximate. Deviations are to be expressly agreed in writing. In all other respects as well, the prerequisite for compliance with our obligations is the timely and proper fulfilment of the customer's obligations, in particular necessary obligations to cooperate.
2. If the customer is in default of acceptance, we can demand compensation for the additional expenses incurred by us in this respect and, in the case of § 642 BGB, appropriate compensation. If the customer culpably violates acceptance or other obligations to cooperate, we can demand compensation for damages and withdraw from the contract after fruitless setting of a reasonable grace period. In the event of withdrawal, we shall be entitled to sell the delivery item in question on the open market.
3. If we are prevented from fulfilling our contractual obligations by force majeure, in particular shortages of raw materials, energy or labour, labour disputes, unforeseeable operational disruptions through no fault of our own - even if they occur at our suppliers - agreed deadlines shall be extended accordingly. We shall inform the customer of such hindrances within 14 days. If our deliveries become impossible as a result of such force majeure, we shall be released from our obligation to perform. If the force majeure lasts longer than 8 weeks, we may withdraw from the contract. The customer may also withdraw from the contract if the force majeure is not removed within a last reasonable period of time set by him.

VI. Transfer of risk, transport insurance, packaging, acceptance

1. Unless otherwise expressly agreed in writing, we always deliver "ex works" (EXW, INCOTERMS 2010). The customer must inform us in good time (at the latest one week before the delivery date) about the type of collection and transport. Even if, in exceptional cases, we have not agreed delivery ex works, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer when the goods have been made available to the person performing the transport or have left the factory for the purpose of shipment. This shall also apply if we provide assistance with loading or transport or take over.
2. We will take out transport insurance at the customer's expense if he so wishes and provides us with the necessary information in good time.
3. If we pack our deliveries, this is done on behalf of and at the expense of the customer. For this purpose, the customer must provide us with the necessary information in writing in good time (at the latest one week before the delivery date). In the absence of other agreements, we choose the packaging at our discretion. Unless otherwise agreed, the customer shall dispose of it or have it disposed of at his own expense, with the exception of reusable means of transport such as pallets and containers which are provided on loan.
4. The customer may only use means of transport or containers borrowed from us for the purposes of the contract with us. Unless otherwise agreed, the customer must empty them immediately. If means of transport or containers borrowed by us are not returned to the customer within one month, we can demand a usage fee of 10% of the replacement value for each additional month of delay or part thereof. In the event of damage to or loss of the means of transport or containers, we may, at our discretion, demand payment of the replacement value or delivery of equivalent replacement items in return for the damaged means of transport or containers. In the event of damage, we may demand not only the return of the damaged means of transport or containers but also reimbursement of the repair costs. Pallets supplied by us are means of transport borrowed from us.
5. Containers provided by the customer must be received by us free of charge in good time. We are not obliged to check, clean and repair them, but we are entitled to do so at the customer's expense.
6. If acceptance of services is necessary or agreed, it must be carried out immediately after our notification of readiness for acceptance. We may demand formal acceptance (written form) according to a sample submitted by us. The customer may not re-

fuse acceptance, unless there are substantial defects. If the acceptance is delayed, it shall be deemed to have taken place when our delivery is put into use or after expiry of the reasonable period of time set by us (unless the customer is entitled to refuse acceptance).

VII. Warranty claims

1. The customer's rights in respect of defects presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
2. Unauthorised reworking or alteration of the object of our deliveries or other improper handling by the customer will result in the loss of all claims for defects. We shall agree with the customer on any necessary urgent measures in case of imminent danger or imminent disproportionate damage. The customer must immediately inform us in detail in this regard.
3. Insofar as there is a defect in the purchased goods for which we are responsible, we must first always be given the opportunity for subsequent performance within a reasonable period. We shall be entitled to choose whether to remedy the defect or to deliver a replacement.
4. We are entitled to the right of supplementary performance twice for each case of liability for defects. Self-execution by the customer is excluded, unless we agree in writing. Any further liability is limited according to section VIII. In addition, we are not liable for further or consequential damages or for such damages that do not occur on the delivery item, except for intentional or grossly negligent acts.
5. Warranty claims against us shall become statute-barred one year after the delivery item has been handed over or after acceptance of a work to be created, except for the period of limitation according to § 438 subsection 1 No. 2 or § 634 a) subsection 1 No. 2 BGB (5 years for buildings). §§ 445a, 477, 478 BGB in the event of a delivery recourse remain unaffected. Section VIII shall apply to compensation for damages due to a defect.

VIII. Liability

1. In accordance with the statutory provisions, we have unlimited liability for damages resulting from injury to life, body and health, for wilful or grossly negligent acts, and for mandatory liability under the Product Liability Act.
2. Furthermore, we shall be liable for the violation of essential contractual obligations if the prerequisites for this are met (essential contractual obligations are intended to protect the legal position of the customer which is essential to the contract and which the contract must grant him according to its content and purpose; in addition, there are such obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely).
3. Insofar as there is no liability according to clause 1, our liability for damages is limited to the foreseeable, typically occurring damage. This also applies if we would be liable to the customer in tort.
4. Any liability for damages beyond the above provisions of clauses 1 - 3 shall not exist for us, irrespective of the legal grounds.
5. The above provisions on limitation of liability and exclusion of liability shall also apply to any claims for reimbursement of useless expenses and any other claims for replacement or reimbursement.
6. The above provisions on limitation and exclusion of liability shall also apply to the conduct and fault of our legal representatives, our employees and other vicarious agents for whose conduct or fault we are responsible. The above provisions on limitation and exclusion of liability also apply in their favour.
7. Insofar as liability for damages is not excluded under the above provisions and is not based on injury to life, limb, health, intent or gross negligence, such claims shall become time-barred within one year. The beginning of the limitation period is determined by the statutory provisions.

IX. Rights of use, confidentiality

1. The use of industrial property rights and know-how by us for the performance of our services does not affect the legal situation of these industrial property rights and this know-how, in particular, both remain our exclusive property.
2. Insofar as our contractual services to the customer require the customer to use copyrights, industrial property rights or licence rights to which we are entitled, the customer shall be entitled to a non-exclusive right of use in this respect, the material, spatial and temporal scope of which shall be determined in accordance with the contract for our services existing with us in each case. Any use beyond this is not permitted.
3. If, in connection with the order placed with us, confidential information, data, plans, documents, etc. and other know-how are transmitted by us to the customer or become known to the customer, the customer is entitled to their non-exclusive use in accordance with the provisions of the respective contract with us. However, he must also keep them secret and protect them in any case, insofar as the contractual use permits this, and may not use them outside the scope and purpose of the contract with us. He shall be obliged to hand over to us all documents, data carriers, samples etc., which have been handed over to him and which are all expressly considered to be entrusted to him, and not to retain any copies as soon as and insofar as the execution of the contract existing between us makes it possible and to oblige his employees and contractual partners who have access to them accordingly to maintain secrecy and not to exploit them. The above obligations of secrecy and non-utilisation do not apply insofar as such confidential information and such know-how is already publicly known or was already known to the customer beforehand or was developed or acquired by him without breaching the obligation of secrecy. For our part, we shall keep confidential information and know-how expressly designated in writing by the customer as requiring secrecy, insofar as this is compatible with the execution of the respective contract. Beyond this, we are not subject to any obligation regarding.

X. Tools, models, samples, drawings, etc.

1. Tools, moulds and devices and other aids which are produced by us or on our behalf in connection with an order of the customer are and remain our property and we are entitled to all rights to them. As a rule, we retain them for up to two years after the last order has been executed. If the tool is manufactured on behalf of the customer, ownership is transferred to him upon payment, but we are entitled to possession within the framework of the associated agreements on orders and deliveries.
2. Samples, drawings, sketches, illustrations, data, in particular CAD data and other documents prepared by us remain our property and all rights thereto, in particular copyrights and any proprietary rights are due to us. They may not be copied or otherwise reproduced or communicated or made available to third parties without our written consent and may not be used outside the contract with us.
3. If we make our deliveries according to drawings, models or samples provided by the customer or using parts or tools provided by the customer, the customer shall be responsible for ensuring that the property rights of third parties are not infringed and shall indemnify us if necessary. We shall inform the customer of any industrial property rights known to us. If a third party prohibits us from performing our services by referring to an industrial property right, we may - without inspection - discontinue our services/work and demand securities for their continuation, otherwise we may additionally demand reimbursement of our expenses including a lost contribution margin.

XI. Reservation of title

1. We reserve title to the object of our deliveries until all claims arising from the business relationship with the customer have been settled, including a current account balance. The ownership does not expire by crediting us with a cheque received in the cheque-bill of exchange procedure, but only when the amount of the claim finally remains with us.
2. The customer is liable for proper storage and insurance of the reserved goods.
3. In the event of default of payment by the customer or other breach of contract, we may demand the return of the reserved

goods after setting a reasonable deadline. This and any seizure by us shall constitute a withdrawal from the contract. In the event of compulsory execution by third parties on the reserved property, the customer must inform us immediately and provide us with all documents required for defence. This also applies to impairments of our rights of any other kind. Irrespective of this, the customer must inform the third party of our rights.

4. If the object of our delivery is processed, this is done for us. In the event of processing with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to its value (final invoice amount, including VAT of our delivery in relation to the value of the other processed objects at the time of processing). For the rest, the same shall apply to the object resulting from processing as for the goods delivered under reservation of title.
5. If the object of our delivery is inseparably combined or mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to its value (final invoice amount, including VAT of our delivery in relation to the value of the other objects at the time of combination/mixing). If the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer proportional co-ownership to us. The customer shall hold the sole ownership or co-ownership thus created in safekeeping for us.
6. The customer may only resell the goods subject to retention of title in accordance with the above and only in the ordinary course of business. He hereby assigns to us as security all claims arising therefrom in the amount of the invoice value including VAT of our claim against him. This shall also apply to a further processed reserved property. The acknowledged balance is also assigned as well as the then existing "causal" balance in case of insolvency of the customer. The customer may collect the claim until further notice. We will not collect it as long as the customer duly pays the proceeds of the claim to us, is not in default of payment, does not stop payments or files for insolvency. If there is a threat or indication of such a situation, we may demand all information and documents necessary for the collection of the claim and the notification of the assignment to the debtor.
7. In the event that our reserved property is lost through connection with a property, the corresponding compensation claim is also assigned to us now.
8. If the reserved goods are taken back in accordance with these General Terms and Conditions, we may sell them by private contract or have them auctioned. The repossession shall be effected at the proceeds obtained, but at most at the agreed delivery price. We reserve the right to further claims, in particular for damages
9. At the customer's request, we shall release securities of our choice to the extent that the realisable value of our security exceeds the claims to be secured by more than 20%.

XII. Scope of application

The provisions of these General Terms and Conditions shall also apply to services rendered by us which are not deliveries, in particular to work services, except where this is not possible by analogy. In any case, deviating terms and conditions of the customer which we do not expressly accept in writing are non-binding, even if we do not expressly object to them (see clause I 1 above).

XIII. Place of jurisdiction, place of performance, applicable law

The place of performance for our services as well as for payments by the customer is the registered office of our company. The place of jurisdiction for all possible disputes arising between us and the customer is also the registered office of our company, unless the customer is not a merchant or legal entity under public law or special assets under public law. We can always alternatively sue at the general place of jurisdiction of the respective defendant.

All legal relations between us and the customer shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

