

General Terms and Conditions of Purchase of iSi Automotive GmbH

1. General

Any and all purchases by us shall be based exclusively on the present Terms and Conditions. Any general terms and conditions of business of the contractor shall be binding on us only if accepted by us in writing. The acceptance of deliveries or services by us or payments made by us shall not be deemed to imply our approval.

Orders shall be binding on us only if made on our order forms and duly signed on behalf of the company. Ancillary oral agreements shall be binding on us only if confirmed by us in writing.

Our orders are to be confirmed within 14 days, setting out also the prices and delivery dates. If the confirmation of order differs from the order, this must be clearly pointed out.

Any differing content shall be binding on us only if expressly approved by us in writing.

The subcontracting to third parties of orders, or parts of orders, placed by us shall only be permitted upon our express prior written approval. The contractor shall be liable for the deliveries and services furnished by its subcontractors or suppliers as well as for compliance with these Terms and Conditions by its subcontractors.

Any and all deliveries and services shall possess the qualities as promised and/or set out in the order and shall in particular be in compliance with the applicable safety regulations, laws and other provisions, taking into account the state of the art and the rules of engineering.

The contractor shall be responsible for obtaining, at its expense and in due time, any import licenses or import permits, or permits and confirmations under civil and public law that may be required for the performance of the contract.

2. Delivery/shipment

Unless agreed otherwise, loading and shipment shall be to our registered place of business free of charges and at the expense and at the risk of the contractor.

The agreed date of delivery shall be binding. Early deliveries shall only be permitted upon our approval. Unless agreed otherwise, deliveries/services shall be furnished on workdays (except Saturdays) between 9.00 a.m. and 3.00 p.m.

Any foreseeable delays in delivery shall be communicated forthwith. A default shall be deemed to have occurred if the goods are not delivered to the agreed place of performance at the latest by the agreed day of delivery. Any installation and/or assembly that is to be carried out shall also be effected at the latest by the agreed day of delivery, failing which a default shall automatically be deemed to have occurred. The same shall apply if the goods are not in compliance with contractual agreements and are therefore not accepted by us. In the event of a default in delivery we shall have the right to demand the payment of a contractual penalty in the amount of 1% of the aggregate gross order value for each commenced week, up to a maximum amount of 5%. We reserve the right to enforce claims in respect of any further damage. The unqualified acceptance of any delayed partial delivery shall not be deemed to constitute a waiver of the contractual penalty.

The contractor shall prepare, and hand over upon delivery, any and all documents required under the applicable laws. In case of intra-community supplies, the required labor statistics data (INTRASTAT) must be furnished.

Deliveries to third parties shall be made in our name in neutral packaging and with neutral documents. A copy of the delivery documents shall be furnished to us.

The contractor shall exclusively use licensed packaging within the meaning of the Austrian Packaging Regulations for deliveries to us and shall issue a pre-licensing confirmation (*Vorlizenzierungsbestätigung*) to us upon our request at any time.

3. Invoices and payments

Unless agreed otherwise, prices shall always be quoted in Euros and shall be deemed to constitute guaranteed firm prices. For the term of the relevant contract any increase in prices shall be precluded. The contestation of the contract by the contractor on the grounds of error or reduction by more than half, shall also be precluded.

Following the delivery and/or the complete performance of the service, the invoice shall be forwarded to us threefold, setting out the order number, the date of the order and the reference required in accordance with the order. In addition, the price of each individual item shall be set out separately.

The invoice shall also be in compliance with the applicable VAT Act as amended from time to time.

Invoices not addressed correctly or comprising any factual or arithmetical defects or errors shall not be deemed to be due for payment until they have been corrected by mutual agreement, and may be returned by us at any time.

Where the price is deemed to be "exclusive of packaging", the packaging shall be charged at cost and set out separately. Reusable packaging shall be taken back and refunded by the contractor.

The term of payment shall commence upon the acceptance of the delivery or service by us and receipt of the duly issued invoice and any and all documents pertaining to the delivery.

Payments shall be made within 30 days minus 3% discount, or net within 60 days. During the warranty period we shall have the right to claim non-binding guarantee retention money in the amount of up to 10% of the net order value.

We shall have the right to set off against claims assigned to us by companies affiliated to us within a group.

4. Warranty/liability

The acceptance and inspection of the goods shall take place within a reasonable period of time after the receipt of the goods. Consignment receipts issued by our receiving department shall not constitute acceptance certificates. No rights shall be deemed to be forfeited to our detriment even if we fail to forthwith give notice of any visible defects.

The warranty period shall generally be 24 months from acceptance, unless any longer period is stipulated by law or by the contract. If during such period we discover any defects that were not discernible at the time of acceptance, another 24 months period shall commence at the time when the relevant defect is discovered. The aforesaid provisions shall apply accordingly to deliveries to third parties. The warranty period shall commence upon acceptance by the third party.

The contractor shall be liable for any third persons or companies employed by it in connection with the performance of the services, without having the possibility to furnish exonerating evidence. The contractor shall give notice of any third companies employed by it and shall, upon request, declare that it has satisfied itself of the reliability of the company.

Defects shall be removed by the contractor at its expense; we shall, however, also be entitled to demand the delivery of new goods free from defects.

The burden of proof for the absence of defects or for the insignificant nature of a defect shall rest with the contractor.

The contractor shall furthermore be obliged, except in case of insignificant defects, to pay to us a contractual penalty which shall equal 5% of the amount contracted for and cannot be reduced at the judge's discretion, in order to cover any administrative expenditure incurred as a result of the defect.

We shall have the right to enforce against the contractor any and all claims out of any damage related to the defects. The aforesaid shall also apply to consequential harm

caused by a defect and to property damage. These claims shall become statute-barred not earlier than three years from giving notice of the defect.

To the extent any claims of whichever nature are enforced against us by third parties in connection with the goods delivered, the contractor shall indemnify us if the circumstance giving rise to such claims was caused by the contractor. Such indemnification shall also include reimbursement of the costs incurred in connection with the relevant disputes.

The contractor shall in any case be obliged, upon our request, to provide us with information in respect of the products delivered by it, e.g. to notify us immediately of the manufacturer, importer or upstream supplier, and to furnish us with appropriate evidence for purposes of defense against product liability claims raised by third parties.

The contractor shall take out an adequate insurance to cover the product liability risk and shall, upon request, furnish us with appropriate evidence in this regard.

Any and all requirements resulting from the safety regulations applicable at the agreed place of delivery must be complied with. The declaration of conformity under EC law (CE mark) must be supplied. We reserve the right to demand evidence of the contractor's quality assurance system and shall be entitled to carry out a relevant examination (audit) at the contractor's company.

5. Provision of materials

Any objects made available by us to the contractor shall remain our property and shall be stored, marked and administrated separately and free of charge. Upon our request the taking over of such objects is to be confirmed. The use of such objects is only permitted in connection with our orders. The contractor shall provide compensation for any decrease in value and any loss. The contractor shall at its expense carry out any necessary maintenance works and inspections and adequately insure the objects made available and evidence the same to us upon our request.

Any compensation claims by the contractor on the basis of a failure to timely provide materials, shall be precluded.

6. Drawings, tools, auxiliary means

Drawings and technical calculations shall, to the extent required, be supplied by the contractor free of charge. Any tools, molds, samples, models, profiles, drawings, standard sheets, printing templates, gauges and similar made available by us for the purpose of performing the order shall remain our property, and the aforesaid as well as the items produced on the basis of the aforesaid shall not be handed over to third parties or used for purposes other than the contractually agreed purposes without our written approval. Tools, molds and similar manufactured at our expense shall become our property upon their payment.

All these attachments and auxiliary means shall be appropriately marked as being our property and protected from unauthorized inspection or use and, if required, repaired or replaced. Upon the completion of the delivery or the cancellation of the order they shall be returned. Subject to further rights, we shall moreover be entitled to demand that they be handed over if the contractor fails to comply with the said obligations or if any manufacturing problems occur. Any right of retention by the contractor shall in any case be precluded. Manufacturing gauges shall be procured by the contractor directly.

7. Spare parts and availability for delivery

The contractor shall be obliged to supply spare parts on reasonable terms for the duration of the customary technical use, however, for a minimum period of 10 years from the delivery of the relevant product. If the contractor discontinues the supply of such spare parts after the expiry of the said period or discontinues the supply of the relevant product during the said period, we shall be given the opportunity to place one last order.

8. Quality requirements

Any and all deliveries and services shall possess the qualities as promised and/or set out in the order. The delivered goods shall in any case possess at least the qualities customary in the trade and shall be in compliance with the applicable safety regulations, laws, decrees, standards, etc., taking into account the state of the art and the rules of engineering.

9. Scope of use/intellectual property

We acquire, unlimited in time and territory and on an exclusive basis, any and all rights of use independent from the object of the contract as well as the right of processing.

10. Transfer of ownership

The contractor undertakes to not deliver the goods subject to retention of title. This means that we will become the owner in accordance with the applicable regulations, however, at the latest upon receipt of the delivery by us. If a delivery is made to a third party, we will become the owner at the latest upon receipt of the goods by the third party.

11. Termination of the contract

Notwithstanding other reasons, we shall have the right to terminate the contract unilaterally and with immediate effect in particular if bankruptcy proceedings are instituted over the assets of the contractor or if a petition for the institution of bankruptcy proceedings is dismissed due to lack of assets (the right of termination can be enforced without limitation in time until the completion of the delivery/service), or if circumstances arise that obviously render the timely performance of the order impossible, or if the contractor itself or any person employed by it in connection with the performance of the order violates secrecy obligations or any other material contractual provisions.

In the event the delivery/service is performed within the scope of a long-term contractual relationship (limited or unlimited in time) we shall have the right, unless expressly agreed otherwise, to terminate the contractual relationship as per the last day of each calendar month by giving two months prior notice by registered letter. We shall also have the right to terminate the contractual relationship only in respect of individual elements of the deliveries or services.

If we rescind the contract for justifiable reasons, the contractor shall lose all claims to the remuneration, except to the extent the contractor has already provided any partial performance that can be utilized by us. If any fault is attributable to the contractor in respect of the occurrence of the reason for rescission the contractor shall be liable, in addition to any further claims, to reimburse us for any additional costs that may be incurred by placing the order with a third party.

12. Governing law

Our legal relationship with our contractors shall be governed exclusively by Austrian law. The applicability of the provisions of the UN Convention on Contracts for the International Sale of Goods and any other relevant international conventions is expressly precluded.

13. Place of performance, jurisdiction

Our registered place of business shall be the place of performance.

The court of law having subject matter jurisdiction for our registered place of business shall have exclusive jurisdiction over any and all disputes with us in connection with our orders.

14. Right of retention

In the event of a dispute the contractor shall not have the right to retain and/or discontinue its performance.

15. Final provisions

The above provisions shall apply mutatis mutandis to the performance of contracted works. The contractor undertakes to keep secret any and all information that becomes known to it in connection with the business relationship with us. The contractor agrees that personal data in connection with the business relationship may be forwarded by us to other companies affiliated to us within a group.

Any changes and amendments to the contract shall only be valid if made in writing.

In the event we require any information or documents in connection with the performance under the contract the contractor undertakes to make available such information or documents at its expense at any time.

If any provision in these General Terms and Conditions of Purchase should be legally invalid the validity of the remaining provisions of these General Terms and Conditions of Purchase or of the aggregate contract shall not be affected.