

General Terms and Conditions of Sales and Delivery for Spare Parts Business of MAHLE Aftermarket SL

I. Definition, Area of Application

1. The following General Terms and Conditions of Sales and Delivery (hereinafter referred to as "GTC") apply to the business conducted by MAHLE Aftermarket SL (hereinafter referred to as "MAHLE") regarding sales and delivery of spare parts (hereinafter referred to as "Goods") to any third party (hereinafter referred to as the "Client"). These GTC shall solely apply; contradicting terms or such purchase terms that the Client may have shall not be recognised by MAHLE, unless MAHLE has expressly agreed to their applicability in writing. These GTC shall also apply when MAHLE is aware of contradicting terms or such terms deviating from these GTC that the Client may have and still surrenders the Goods to the Client without any reservation.

2. Individual agreements made with the Client in particular cases (including side agreements supplements and amendments), shall take precedence over these GTC in all cases. In all events, such individual agreements shall only be valid and effective in a written form even when sending documents by e-mail or fax.

3. These GTC shall apply to all contracts for the sale and delivery of Goods executed between MAHLE and the Client without the need to refer to them in each individual case.

II. Conclusion of Contract (Offer, Purchase Order, Confirmation)

1. Offers made by MAHLE and sent to the Client are without commitment and always subject to confirmation. All sale and delivery contracts of Goods shall be formalized by means of the confirmation sent by MAHLE (hereinafter referred to as "Confirmation") regarding the relevant purchase order previously sent by the Client (hereinafter referred to as "Order"). When the Client sends an Order, this is deemed a binding offer, which can be accepted by MAHLE within 4 weeks of receiving it.

2. The sending of an Order by the Client shall imply the full and irrevocable acceptance of these GTC. All Orders shall include the complete identification details of the Client, the identification and amount of the Goods to be purchased.

3. No contract shall be deemed to be formalized without the relevant Confirmation sent by MAHLE to the Client, unless the Goods are sent to the Client upon reception of the Order, which will imply MAHLE's confirmation of such Order.

III. Prices, Terms of Payment

1. Insofar as not otherwise stated in the Confirmation, all prices shall be considered to be "FCA – free carrier (MAHLE)" as per Incoterms

2010 including packaging; plus statutory value added tax valid at the time of invoice. The price shall be calculated on the date of sending of the Order by the Client as per the prices applicable on MAHLE's valid price list.

2. Insofar as no other terms of payment are expressly agreed in writing, payments must be effected as follows: Within 30 days of date of invoice without deductions. Payment shall be effected by bank transfer. The receipt of payment by MAHLE shall be the factor determining the timeliness of payment.

3. If the Client defaults in payment, MAHLE shall be entitled to charge interest on arrears totalling 8% above the basic interest rate applied by the European Central Bank to its latest main financial transaction executed prior to the first day of the relevant natural semester, published in the "Spanish Official Gazette", according to Article 7 of Act 3/2004, of 29th December, by virtue of which measures against the default in commercial transactions are established. Such interests will be added to the compensation for the recovery costs that MAHLE will be entitled to according to Article 8 of the same Act 3/2004, as modified by Act 15/2010, with no need of previous notice or request sent by MAHLE.

4. If the Client is in arrears, MAHLE shall be entitled to regain possession of the Goods until fully paid for, without waiving their entitlements, or withdraw from the contract. Furthermore, MAHLE is entitled to hold back all goods and services until fully paid for.

5. The Client may only claim set off against undisputed counterclaims accepted in writing by MAHLE or such that have been established as final and absolute.

6. The Client is only allowed to exert a right of retention to the extent their counterclaim is based on the same contractual relationship.

7. After conclusion of the contract, if MAHLE becomes aware of circumstances that challenge the Client's creditworthiness or if a significant threat to the pecuniary claim arises due to a financial collapse of the Client, or if the Client defaults in the payment of the purchase price, MAHLE can demand an advance payment or the provision of securities within an appropriate period and can refuse performance until the conditions have been fulfilled.

8. Upon refusal by the Client or unsuccessful expiry of the term, MAHLE shall be entitled to withdraw from the contract in full or partially and demand compensation.

IV. Retention of Title

1. MAHLE hereby reserves the right to ownership of the Goods until all full payments arising

from the business connection with the Client have been received.

2. In the event of the Client's behaviour being contrary to the contract, in particular in the event of default, MAHLE shall be entitled to demand the surrender of the Goods without having to set another deadline. A prior withdrawal from the contract is not required for demanding the surrender.

3. The assertion of the retention of title as well as the seizure of the Goods by MAHLE are not deemed as withdrawal from the contract.

4. The Client is not entitled to resell the Goods until the ownership of the Goods is transferred to the Client, according to the provisions of this clause.

5. Processing or alterations to the Goods shall always be performed by the Client for MAHLE. If the Goods are processed with other goods that do not come from MAHLE, MAHLE shall obtain co-ownership of the new goods to the proportion of the value of the Goods compared with the other processed goods at the time of processing.

6. If the Goods are inseparably combined with other goods that do not come from MAHLE, MAHLE shall obtain co-ownership of the new article to the proportion of the value of the Goods compared with the other combined goods. The Client shall keep in safe custody the co-ownership for MAHLE free of charge.

7. The Client is not permitted to pledge the Goods nor transfer them as security. In the event of seizure or confiscation or other dispositions by third parties, the Client must inform MAHLE of this without delay, and provide them with all information and documents that are necessary for them to protect their rights. Enforcement officers or third parties must be informed of MAHLE's ownership.

V. Delivery, Delivery Time

1. The delivery dates indicated in the Confirmation are not binding for MAHLE but estimated, and will be observed where possible. The observance presupposes that all technical issues have been clarified and any duties to cooperate, in particular the timely receipt of all supplies, documents, authorisations, tests, approvals, agreed terms of payment and other terms have been observed or fulfilled by the Client in due time.

2. MAHLE is entitled to provide partial delivery and corresponding invoices insofar as this does not result in disadvantages for the use of the Goods and partial deliveries are acceptable to the Client under prudent appreciation of their interests warranting protection. MAHLE shall reserve the right to excess and short deliveries of up to 1%.

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3. The term of delivery shall be extended in the event of force majeure or other events outlying MAHLE's area of influence such as employment disputes (including strikes and lockouts – even at MAHLE's premises). MAHLE shall inform the Client of such circumstances as soon as possible. If the preceding hindrances last longer than six months, both parties are entitled to withdraw from the contract with regard to the unfulfilled part. MAHLE shall not be obliged to procure a replacement. Compensation claims by the Client towards MAHLE are excluded in the event of the preceding hindrances.

4. Insofar as MAHLE cannot observe delivery dates for reasons of no fault of their own (as non-availability of the supply, among others), MAHLE shall inform the Client of this promptly and state the estimated new delivery date at the same time. If the supply is equally not available within the new term of delivery, MAHLE is entitled to withdraw from the contract in full or in part. MAHLE shall reimburse without delay any counter-performance rendered by the Client. A case of non-availability of the supply in this spirit is, in particular, the late delivery to MAHLE by a supplier if a congruent covering transaction was concluded with this supplier.

5. If the Client delays in accepting delivery, neglects a cooperation or delays in delivery by MAHLE for other reasons caused by the Client or the carrier appointed by the Client, MAHLE shall be entitled to demand compensation for the damage caused by this including additional expenses (e.g. storage fees). To this end, MAHLE shall invoice a lump-sum fee totalling 0.5% of the net remuneration (value of the Goods) per calendar week of delay from the notice of the readiness to deliver the Goods, up to a maximum of 5% of the net remuneration. The right to provision of proof of greater damage as well as other statutory claims (in particular the reimbursement of additional expenses, cancellation) of MAHLE shall remain unaffected, whereby the lump sum is to be deducted from further monetary claims. The Client is allowed to provide proof that MAHLE was not subjected to any damage whatsoever or only less damage than the afore-mentioned lump sum. In this case, MAHLE is entitled to prefer other third-party orders and extend the delivery time appropriately.

VI. Dispatch, Transfer of Risk, Acceptance

1. Insofar as not otherwise stated in the Confirmation, the delivery is agreed as "FCA – free carrier (MAHLE)" as per Incoterms 2010. This shall also apply to partial deliveries and return deliveries.

2. Transportation and other disposable packaging as per the respectively valid regulation on packaging shall become the property of the

Client and shall not be removed by MAHLE. The Client is obliged to cater for the disposal of the packaging at their own expense.

VII. Material Defects Claims by the Client

1. The Client must inspect the Goods at the time of its delivery. Any claims made by the Client based on the quantity or quality of the Goods must be notified in writing to MAHLE within the 4 days following its reception date (according to Article 336 Spanish Commercial Code). Likewise, any claims made by the Client based on internal defects of the Goods must be notified in writing to MAHLE within the 30 days following its reception date (according to Article 342 Spanish Commercial Code). MAHLE is exempt from liability for the material or internal defects that are not so notified by the Client, and for defects based on acts of God, fraud or inherent vices of the Goods.

2. In the event of the delivery of defective parts, the Client can primarily demand subsequent performance. MAHLE is entitled to choose whether there will be a repair or a new delivery..

3. In the event of repairs, MAHLE is obliged to bear all the expenses required for the purpose of rectifying the defects, in particular costs of transportation, travel, labour and materials. However, this shall only apply as long as the costs do not increase because of the fact that the Goods have been taken to a place other than the place of performance.

4. The Client must make the defective parts available immediately if requested to do so by MAHLE.

5. In the event of repeated failures to provide subsequent performance or if a deadline set by the Client for subsequent performance has expired, or if the subsequent performance is disproportionate, the Client can withdraw from the contract or reduce the purchase price.

6. Claims by the Client based on material defects shall not exist if these defects can be traced back to a breach of operating, servicing and installation instructions, unsuitable or improper processing or use, overloads (e.g. by modifications to increase performance), wrong or careless handling or natural wear and tear as well as interferences with the Goods by the Client or third parties.

7. The Client's claims due to material defects shall lapse in accordance with the provisions of law upon the expiration of 12 months after the transfer of risk.

7. If it turns out that there is no material defect or that the material defect is based on a circumstance that does not oblige MAHLE to liability for defects, the Client shall reimburse MAHLE all costs arising therefrom.

VIII. General Liability

1. MAHLE shall not assume any responsibility for recommendations for use of the Goods.

2. MAHLE shall not be liable for any damage suffered by the Client, its employees or any third party arising from a misuse of the Goods. In no case MAHLE shall be liable for indirect damages that the Client, its employees or any third party, may suffer arising from the use of the Goods, including, but not limited to, production losses, loss of profit, downtime or substitution costs, faults of other goods, labour accidents, third parties' claims, etc. In any case, MAHLE's liability arising from a fault of the Goods will always be limited to the direct damages suffered by the Client and to the maximum extent of the total amount paid by the Client for such Goods.

X. IP Rights

MAHLE hereby reserves all IP rights and copyrights to the Goods and any drafts, drawings, calculations, catalogues, images, product illustrations and other documents related to the Goods. In no event the sale and delivery of the Goods by MAHLE may imply the transfer or granting of any IP right to the Client.

XI. Confidentiality

1. All business or technical information (including properties that can be taken from the likes of items or software provided and other knowledge and experience) originating from MAHLE must be kept confidential from third parties for as long as and to the extent that it has not been provably announced in public or has been intended in writing by MAHLE for re-sales by the Client, and may only be made available to such person in their own business premises that have to be called on for its use and who are equally bound to confidentiality. It shall remain the sole property of MAHLE. Such information may not be copied or used for business purposes without prior written permission of MAHLE. All information (including all copies and records made where applicable) and items that were lent out must be handed over promptly and fully to MAHLE or destroyed at MAHLE's request. This does not apply to confidential information and copies thereof which have to be maintained by the Client in line with mandatory applicable laws.

2. MAHLE reserves the rights to all information named in Section XI of these GTC (including copyrights and the right to apply for industrial property rights such as patents, utility patents, etc.).

XII. Place of Performance, Jurisdiction, Applicable Law, Severability Clause

1. Unless otherwise agreed, the registered seat of MAHLE is the place of performance.

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2. The courts of jurisdiction for the resolution of any dispute arising from the interpretation or execution of these GTC or the sale and delivery of the Goods are the courts of Madrid (Spain), so the Client renounces to any other jurisdiction, in particular to the competent courts for its own registered seat.

3. Solely Spanish law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980 ("CISG") is excluded..

4. If any provision of these GTC is or becomes invalid, the rest of the contract shall not be af-

ected thereby. The parties to the contract are obliged to replace the invalid provisions by a provision coming closest to it in term of economic success.

Stuttgart, April 2018