

**General Terms and Conditions of Purchase
of Trasco Bremen GmbH
(version: January 2015)**

I. Scope

1. These General Terms and Conditions of Purchase apply between Trasco Bremen GmbH (hereinafter "Trasco GmbH") and business partners as well as suppliers of Trasco (hereinafter "Contractor") for all deliveries to be supplied and services to be rendered by the Contractor to Trasco, regardless as to whether the Contractor produces the goods itself or purchases the goods from suppliers (Sections 433, 651 of the German Civil Code). These General Terms and Conditions of Purchase apply exclusively. Conflicting or deviating terms and conditions of the Contractor are not recognised unless expressly agreed otherwise in writing. The unconditional acceptance of deliveries or services as well as the settlement of payments, even in the knowledge of conflicting or deviating terms and conditions of the Contractor, does not constitute the recognition of said Contractor's terms and conditions. These General Terms and Conditions of Purchase apply only if the Contractor is an entrepreneur (Section 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
2. All agreements between Trasco and the Contractor for the purpose of performing this contract shall be stipulated in writing in this contract. Legally relevant declarations and notifications which the Contractor shall communicate to Trasco following the formation of the contract (e.g. specifying a deadline, reminders, declaration of rescission) must be stipulated in writing to become effective.
3. These General Terms and Conditions of Purchase apply equally to all future transactions with the Contractor.

II. Offer, Acceptance, Call-offs

1. The Contractor's offer shall be submitted at no charge to Trasco. The Contractor's offer shall specify the volume, quality and features in relation to the enquiry respect. the tender of Trasco. If this is not the case, this shall be expressly pointed out. The Contractor shall point out obvious mistakes (e.g. misspelling or calculation errors) in the order or incomplete orders and/or order documents to Trasco for the purpose of facilitating a correction respect. completion prior to acceptance; otherwise, the contract is considered to have not been formed.
2. An enquiry respect. tender on behalf of Trasco is non-binding for Trasco. Orders which Trasco places as well as modifications or supplements must be stipulated in writing. Orders placed verbally or by telephone must be confirmed in writing to become binding. This applies also in the case of subsequent amendments to already placed orders. They must be confirmed by the Contractor within a period of 5 (five) working days by returning a signed copy of said order. If the order or order call-off is not confirmed by the Contractor within 5 (five) working days following receipt by the Contractor in writing, Trasco is entitled to revoke the order without Trasco being invoiced any costs in this regard.
3. Call-offs at the Contractor can be made by electronic data transfer or machine-readable data carriers.
4. Within the limits of reason, Trasco may demand that the supplier modifies the construction and design of the objects of the contract. The respective impact, especially in regard to an increase or a decrease of costs as well as in relation to delivery dates, shall be settled amicably by mutual agreement.

III. Pricing

1. The agreed prices are quoted in net EURO (€) plus the respectively applicable rate of statutory value added tax, duty paid point of destination Trasco (DDP as per Incoterms, respectively applicable version). They include all of the Contractor's services and supplementary work

(e.g. assembly, installation) as well as additional expenses (e.g. proper packaging, transport costs incl. possible transport and liability insurance, safe-keeping in accordance with these General Terms and Conditions of Purchase).

2. The agreed prices are fixed prices. The Contractor is tied to these even if the term for the delivery and performance of service exceeds 4 months, unless the Contractor reduces its prices.

IV. Scope of Performance and Services

1. The details specified in catalogues, brochures, circulars, advertisements, photocopies and comparable public advertising material pertaining to performance, dimension, weight, prices and similarly are binding even if they do not expressly form part of the contract.
2. The Contractor shall guarantee the careful and proper performance of the contract, and here in particular compliance with the established specifications and other performance regulations of Trasco according to state-of-the-art science and technology as well as the quality and suitability of the delivery in terms of material, construction and design as well as the documents that are part of the delivery respect. service. Moreover, the Contractor shall comply with the relevant civil and public law regulations and requirements. The delivery and performance of service must meet the safety, industrial safety, accident prevention, environmental and relevant standard regulations as well as DIN VDE and other respectively relevant regulations such as the EU Vehicle Directive IMDS (2000/53/EC). Protective structures that are required according to these regulations shall be supplied by the Contractor at the Contractor's expense.
3. If the Contractor has concerns about the type of design requested by Trasco, the Contractor shall immediately indicate this to Trasco in writing.
4. The Contractor shall supply in triplicate all documents required for the acceptance, operation, maintenance and repair (test certificates, works' report, drawings/plans, operating instructions and similarly) at its expense.

V. Delivery, Contractual Penalty

1. A delivery note shall be included with every delivery which shall specify the necessary details as per Item VI.2. In the absence of such a delivery note Trasco is entitled to reject the delivery. Any costs incurred as a result of this are for the Contractor.
2. The delivery period stated in the order is binding. The decisive factor for adhering to the deadline or period is the receipt of the delivery respect. the performance of the service at the point of destination communicated in the order by Trasco. Time periods commence on the date of the order. The Contractor shall be in default upon expiration of the time period respect. the deadline without this necessitating a reminder.
3. If the Contractor does not perform its service or does not perform its service within the agreed delivery time or if the Contractor is in default, the rights of Trasco especially in relation to rescission and compensation, are governed by legal regulations.
4. If the Contractor is in default, Trasco may demand a penalty for breach of contract in the amount of 1% of the net price for every completed calendar week during which the Contractor is in default; however, in total no more than 5% of the net price of the late delivery. Trasco is entitled to demand the penalty for breach of contract in addition to the fulfilment and as a minimum amount of compensation owed by the Contractor according to legal regulations. This does not affect the enforcement of any further claims. If Trasco accepts the late performance, Trasco shall enforce the penalty for breach of contract no later than

with the final payment. The Contractor is entitled to perform partial deliveries or services only following the express written agreement. Trasco is not obligated to accept a delivery or services being rendered prior to the specified deadline.

5. The Contractor shall undertake to immediately inform Trasco in writing if circumstances occur or if circumstances are foreseeable which result in the agreed delivery term not being adhered to. Such notification shall state the reasons and the presumed duration.
6. If the Contractor permanently ceases its performance obligation or if insolvency proceedings are instigated against the Contractor's assets or are rejected due to a lack of insolvency assets, Trasco is entitled to rescind the contract in regard to such part of the delivery or service which have not as yet been fulfilled at such moment in time.

VI. Documentation

1. A delivery note shall be included with the delivery. Services must be documented with appropriate records (records of working hours, material documentation or similarly). Their accuracy shall be certified by an authorised employee of Trasco. One signed document shall remain with Trasco.
2. Delivery notes, tally sheets and invoices must include the following: order number; date of order; quantity and unit quantity; gross, net and poss. calculation weight; designation of item with item number as well as poss. residual volume in the event of permissible partial deliveries.
3. For metallic products the Contractor shall produce the configuration of the material in accordance with DIN EN 10204 inclusive of Acceptance Test Certificate 3.1 in the respectively applicable version immediately following the delivery of the goods.
4. The Contractor shall generate one invoice for the address of the point of destination as stated in the order. For the invoice to be auditable, the individual deliveries and services shall be itemised according to the order and shall state the number of the recognised delivery notes and performance record. An auditable invoice for metallic products is contingent upon the material configuration being known as per Item 3. For deliveries to, and services rendered at, various points of destination, a separate invoice shall be made out for every individual point of destination. For all consequences arising from the non-compliance with this obligation the Contractor will be held responsible unless the Contractor can provide proof that it is not responsible for these consequences.

VII. Service Rendered by Third Parties, Obligation to Provide, Passing of Risk

1. The Contractor, without prior written approval of Trasco, is not entitled to have the service it owes performed by a third party (e.g. subcontractor). The procurement risk for the services is for the Contractor unless otherwise agreed in the individual case. The delivery/service "duty paid point of destination Trasco" is agreed (according to Incoterms – DDP - in the respective latest version). The individual point of destination is also the place of fulfilment (obligation to provide).

VIII. Terms of Payment

1. Payments are effected following the complete and defect-free delivery, due date and receipt of an auditable invoice within 14 days subject to a 3% discount, or within 30 days. Payments effected by bank transfer are deemed to have been paid in time if the transfer order reaches the bank prior to expiration of the payment deadline; Trasco shall not be held responsible for delays caused by the banks participating in the payment transaction. Time delays which are caused by incorrect or incomplete invoices

do not interfere with the discount periods. A pre-deadline delivery does not affect the payment deadline resulting from the intended delivery date.

2. A payment and its deadline does not affect the right to a notice of defect and warranty rights and does not constitute any recognition or acceptance.
3. Trasco does not owe default interest and is only in default following a previous reminder unless legal requirements do not necessitate a reminder. If Trasco is in default of payment the Contractor is entitled to demand interest for payment in arrears in the amount of 5 percentage points above the respectively applicable base rate. Trasco is entitled to prove that the Contractor did not suffer any damage or suffered minor damage only.
4. Trasco has rights of retention and offsetting as well as of objection to the non-fulfilled agreement at the statutory scope. Trasco is in particular entitled to retain due payments for as long as Trasco still has claims to incomplete or defective services against the Contractor. The Contractor shall only have a right to retention or offsetting for final and absolute or for undisputed counterclaims.

IX. Title

1. Ownership of the goods must be transferred to Trasco unconditionally and without consideration as to the payment. However, if Trasco, as the individual case may be, accepts an offer by the Contractor where the transfer of title is contingent on the payment, the Contractor's reservation of title expires no later than upon payment of the supplied goods. Trasco remains entitled in the course of ordinary business, even prior to effecting payment, to reselling the goods subject to the pre-assignment of any resulting claim (alternatively application of the simple reservation of title extended to reselling). In any case this excludes all other forms of a reservation of title, and here in particular the expanded, the transferred and the extended reservation of title based on further processing.
2. Material procured by Trasco remains its property. It must be stored separately and shall be used exclusively for its orders. The Contractor shall be liable for a deterioration in quality or loss even if this occurs at no fault of the Contractor. The Contractor shall insure material provided by Trasco against loss and/or damage at the replacement value.
3. The processing, mixing or combination (further processing) of material supplied by Trasco by the Contractor is carried out in any event for Trasco. The same applies in the event of further processing of the supplied goods by Trasco so that Trasco is considered the manufacturer and acquires the title to the products at the latest upon further processing and subject to legal regulations. The Contractor shall safeguard these for Trasco.
4. If the value of the above security interests exceeds the purchase price for all unpaid goods by more than 10%, Trasco, at the Contractor's request, is obligated to release the security interests at the discretion of Trasco.
5. Company liens of the Contractor pursuant to Section 647 of the German Civil Code, are excluded.

X. Warranty, Supplier Recourse, Manufacturer's Liability

1. The commercial duty to examine and to give notice of defects is subject to statutory regulations (Sections 377, 381 of the German Commercial Code) in accordance with the following condition precedent: Trasco's duty to examine is restricted to apparent defects which are visually identified during incoming goods inspection, including delivery documents as well as during a random quality inspection (e.g. damage during transport, wrong delivery or short delivery). To the extent that an acceptance has been agreed, there is no duty to examine. In other respects it is essential to which extent an examination, subject to taking the circumstances of the individual case into consideration, is feasible during the ordinary course of

business. The duty to give notice of defects for defects that were discovered at a later point in time is not affected. For all cases a notice of defects is deemed to be immediate and timely if received by the Contractor within 10 working days. Moreover, Trasco is entitled, in the case of a defect of quality or title and according to legal regulations, to a reduction of the purchase price or to rescind the contract. Also, Trasco is entitled to compensation for damages and expenses in accordance with legal regulations.

2. For the rights of Trasco in the case of defects of quality or title of the product (including the wrong and/or short delivery as well as improper assembly, faulty assembly, operation or operating instructions) and for other violations of duty on behalf of the Contractor the legal regulations apply unless otherwise agreed hereinafter. Legal regulations stipulate that the Contractor shall be liable in particular for the goods having the agreed quality at the moment of the risk passing to Trasco. Such qualities are deemed agreed that are mentioned in the product descriptions which – especially after being listed or referred to Trasco's order – constitute the object of the individual contract or, just as these General Terms and Conditions of Purchase, were integrated in the contract. It makes no difference whether the product descriptions originated from Trasco, the Contractor or the manufacturer. In derogation from Section 442 (1) sentence 2 of the German Civil Code, Trasco is entitled to claims for defects without restrictions even if said defect remained unknown at the time the contract was formed, as a result of gross negligence.
3. If the Contractor does not meet its obligation in relation to supplementary performance – at the discretion of Trasco either by removing the defect (subsequent improvement) or by delivery of a non-defective item (substitute delivery) – within a reasonable time period set by Trasco, then Trasco is entitled to rectify the defect itself and to demand compensation from the Contractor for the required expenses respect. shall request a respective advance. If the supplementary performance by the Contractor failed or is unacceptable for Trasco (e.g. due to a special urgency, risk to the company's safety or impending occurrence of unreasonable damage) no deadline has to be set. Trasco shall immediately inform the Contractor of such circumstances, and if possible, even beforehand.
4. The Contractor shall bear all costs incurred for the rectification of defects or the substitute delivery, especially any and all expenses related to packaging, freight, delivery and return, work for de-/installation and rectification of defect as well as travel expenses. The costs which the Contractor incurred for the inspection and subsequent improvement (including possible costs of de-/installation) are also to be borne by the latter if it turns out that in fact, there was no defect. Trasco's liability for damage in the case of an unjustified request for the rectification of defects is not affected; to this extent Trasco is only liable if it realised or due to gross negligence did not realise that there was no defect.
5. Trasco is entitled to reprocess the delivery respect. the service of the Contractor even without the material configuration being known. If no material configuration is made available or if the material configuration produces a defect of the delivery or service or of parts of the same, the Contractor is liable even for those additional costs which Trasco incurs as a result of demolition.
6. If a defect needs to be rectified or if a substitute delivery becomes necessary, the Contractor shall bear, next to the proven cost of a supplementary performance, an all-in fee in the amount of € 50.00 (in words: fifty euros) for internal administration at Trasco. The Contractor has the right to prove to Trasco that its administration did not suffer any damage or suffered substantially less damage. Trasco is entitled to claim for further damages.
7. The Contractor shall warrant for replacements and rework within the same scope as for the object of the delivery or service.
8. Trasco is entitled to the legally established recourse within a supply chain (supplier recourse

pursuant to Sections 478, 479 of the German Civil Code) in addition to claims for damages, without restrictions. Trasco is in particular entitled to demand the very type of supplementary performance (subsequent improvement or substitute delivery) from the Contractor which it owes its buyer, as the individual case may be. The legal option on behalf of Trasco (Sect. 439 (1) of the German Civil Code) is not restricted by this. Before Trasco recognises or fulfils a claim for damages enforced by its buyer (including compensation of expenses pursuant to Sections 478 (3), 439 (2) of the German Civil Code), Trasco shall notify the Contractor and, following a brief explanation of the facts, shall request a written statement. If such a statement is not submitted within a reasonable period and if no unanimous solution is come to, the claim for damages which Trasco accepted de facto is deemed owed to its buyer; in this case the Contractor is responsible for supplying counter evidence. The claims of Trasco resulting from supplier recourse apply even if the goods, prior to being sold to a consumer by Trasco or one of its buyers, were reprocessed e.g. by being installed into another product.

9. If the Contractor is responsible for a product defect, the Contractor shall indemnify Trasco against third party claims to the extent that the cause falls in its territory and organisation and the Contractor itself is liable vis-à-vis third parties. Within the scope of its duty to indemnify the Contractor shall reimburse expenses pursuant to Sections 683, 670 or Sections 830, 840, 426 of the German Civil Code resulting from or in conjunction with recourse taken by third parties including product recalls carried out by Trasco. Trasco shall notify the Contractor of the scope and content of recalls – if possible and tolerable – and give the Contractor the opportunity to make a statement. Any further legal claims are unaffected. The Contractor shall undertake to take out a product liability insurance for all deliveries and services which it performs at a cover that meets the risks inherent in the automotive industry of a minimum € 5 million (in words: five million euros) for damage to property and personal injury, including the cover of costs for recalls, and shall maintain such a policy for a minimum 15 years beyond the performance of the delivery/service. At the request of Trasco, the Contractor shall provide appropriate proof of the type and scope of the insurance cover, including the name of the liability insurer.
10. Unless agreed otherwise above, the warranty is governed by statutory provisions.

XI. Declarations about the Originating Status

Should the Contractor issue statements as to the preferential or non-preferential originating status of the sold products, the following applies:

1. The Contractor shall undertake to allow customs authorities to verify the proof of origin and shall issue the necessary information in this regard and provide any possibly required certifications.
2. The Contractor shall undertake to compensate for such damage which occurs as a result of the declared origin not being recognised by the competent authorities because of an incorrect certificate or missing option to verify unless the seller proves its lack of fault.

XII. Guarantees

1. The Contractor shall assume within the scope of guarantee of quality the obligation that the goods, including packaging and price marking, meet the contractually agreed specifications of delivery or performance of service.
2. To the extent that a manufacturer assumes a guarantee for the quality of goods supplied by the Contractor or for the goods maintaining a certain quality for a specific period of time, Trasco is entitled to the rights resulting from the guarantee subject to the terms stated in the declaration of guarantee and the relevant advertising even towards the Contractor, regardless of the statutory claims.

XIII. General Liability

Trasco reserves the right to assert claims for damages at any given time and without restrictions as to the cause or the amount. This applies equally for indirectly incurred damage.

XIV. Protective Rights, Third Party Rights

1. The Contractor is responsible for no third-party rights being violated as a result of its delivery respect. performance of services and their use by Trasco. The Contractor shall indemnify Trasco as well as Trasco's customers against claims resulting from the violation of such rights on first demand. The duty to indemnify refers to all expenses which Trasco necessarily incurs from or in conjunction with a claim asserted by a third party unless the Contractor proves that it was not responsible for the violation of the obligation on which the legal breach is based. To the extent that Trasco participated in the cost of the development of a delivery item or of a part in a delivery item, Trasco, regardless of possible further rights resulting from separate agreements with the Contractor, shall have a temporally and geographically unrestricted, free, non-exclusive right of use for all purposes inclusive of the right to sublicense the inventions used in the delivery item or the existing copyrights or other protective rights in the same.

XV. Data Protection

Trasco points out that the Contractor's data which regard business transactions with the same are processed within the meaning of the German Federal Data Protection Act.

XVI. Secrecy

1. Trasco reserves unrestricted property rights and copyrights to illustrations, drafts, drawings and calculations ("Records"). The Records may be used, reproduced or made accessible to third parties only following the prior written express approval on behalf of Trasco and must be returned immediately to Trasco without request if Trasco does not award the contract and after the order has been processed. They must be kept strictly secret towards third parties. The duty to maintain secrecy applies even once this contract has been processed; it expires if and to the extent that the knowledge contained in the Records supplied has become general knowledge.
2. The Contractor shall undertake to treat orders and all commercial and technical details in conjunction with these, as business secrets.

XVII. Statute of Limitation

1. The mutual claims of the contracting parties become time-barred in accordance with statutory provisions unless otherwise stipulated hereinafter.
2. In derogation from Section 438 (1) No. 3 of the German Civil Code, the general statute of limitations for claims for defects is three years as from the passing of risk. To the extent that an acceptance has been agreed, the statute of limitations commences upon acceptance. The 3-year period of limitation applies equally for claims from defects of title, whereby the statutory period of limitation for claims in rem of third parties for restitution of property (Section 438 (1) No. 1 German Civil Code) is not affected; beyond this, claims from a defect of title are never time-barred if the third party may still enforce the right against Trasco – especially in the absence of a statute of limitation.
3. The periods of limitations resulting from the sale of goods law inclusive of the above extension apply – within the legal scope – to all contractually stipulated claims for defects. To the extent that Trasco is also entitled to non-contractual claims for damages resulting from a defect, the regular legal statute of limitations applies here (Sections 195, 199 of the German Civil Code), unless the application of the periods of limitations resulting from the sale of goods law leads to a longer period of limitation,

as the individual case may be.

XVIII. Compliance with the Minimum Wage Law (MiLoG) by the contractor; Penalty; Special termination right

1. The contractor guarantees the payment of the legal minimum wage and his documentation according to the minimum wage law (MiLoG). The Contractor may request a written assurance by the contractor therefore.
2. A subcontracting of services by the contractor requires the written authorization of Trasco. For this the subcontractors are in particular to be named and Trasco is to be informed of the care criteria according to which the subcontractors were selected. The contractor has to present a written assurance that also the subcontractors commissioned by him are not excluded from the assignment of public orders. Contractor permits Trasco or its authorized representative that is on account of the job obliged to discretion to carry out inspections. The contractor for this purpose is obliged at the request of Trasco to present proof of payment of the minimum wage to the personnel used for the execution of the contract for a period of two years after contract signature and to allow access to the anonymized payroll lists. This applies also to its subcontractors. The contractor shall ensure the latter by entering into appropriate contractual agreements with its subcontractors. The contractor shall bear the costs for these inspections if the inspections show that the minimum wage was not or not timely paid as long as the inspections are executed by a representative that is on account of the job obliged to discretion.
3. For the case of the culpable disregard of the regulations in the figures 1 and 2 as well as the MiLoG by the contractor and his subcontractors a contract punishment is agreed at the rate of 5,000.00€ per offence, all together, nevertheless, more than 5% of the net price (Ziff. III). The principal is entitled to require the contract punishment as a least amount owed by the contractor according to the legal regulations of owed compensation; the assertion of any other damage remains untouched.
4. The Contractor shall exempt Trasco from all claims that are made against Trasco by third parties due to contractor violations of the minimum wage law. The contractor accepts the internal relationship with the Trasco these obligations alone and in its entirety. The same applies if the contractor assigns subcontractors. The contractor shall exempt Trasco from these claims as well.
5. Should the contractor offend against one of the preceding provisions or the minimum wage law Trasco is authorised provisory of other any rights and claims to terminate the contract without notice.

XIX. Miscellaneous

6. The law of the Federal Republic of Germany applies subject to the exclusion of the international uniform law, especially of the UN Convention on Contracts for the International Sale of Goods. The prerequisites for and the effects of a retention of title shall be governed by the law in force at the place where the goods are stored if, under that law, the choice of German law would be inadmissible or invalid.
7. The place of fulfilment for all mutual rights and obligations is the registered office of Trasco; the courts of Bremen shall have exclusive jurisdiction. Trasco is equally entitled to sue the Contractor at its place of general jurisdiction. This does not apply if the Contractor as an entrepreneur is not also a merchant in the meaning of the German Commercial Code.

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