

GTC

1. Purchase orders

For all purchase orders the following terms and conditions exclusively apply. Purchase orders and other agreements, including deviations from the following terms and conditions, shall only be binding if they have been confirmed by us in writing. Our offers are subject to confirmation. We shall only be subject to an obligation once we have issued a written order confirmation. The type and scope of the delivery will be specified in the order confirmation.

2. Prices

Our prices apply ex works, excluding freight charges, customs duty, import duties, ancillary charges and packaging, which will be invoiced separately. Packaging will be charged at cost price.

The prices are based on cost factors as of the conclusion of the contract. We reserve the right to change our prices accordingly if cost reductions or increases occur after the conclusion of the contract, particularly due to collective bargaining agreements or changes in materials prices. We shall provide the customer proof on request.

For follow-up orders we shall not be bound by previous prices.

3. Delivery period

The agreed delivery period is only an approximation. It shall begin as soon as all the execution details have been clarified; the customer shall have the right to set an appropriate additional grace period for delivery. After that time limit has lapsed ineffectively he will be able to rescind the contract. We shall be liable under the provisions of law in the event of a delay in our performance due to wilful misconduct or gross negligence or in the event of loss of life or injury to the body or health. However, in the event of gross negligence our liability shall be limited to the foreseeable damage that may occur under a typical contract. Except for the cases referred to in sentences 1 and 2, our liability due to delay for compensation for losses besides the performance shall be limited to a maximum of 5% of the value of the order per completed week of the delay. More far-reaching claims of the customer are excluded, including after the end of any time limit for rendering the performance set for the customer has ended. The customer's right to rescind the contract in accordance with sentence 2 of this paragraph remains unaffected.

4. Transfer of risk

The risk shall transfer to the customer when the goods leave our plant.

5. Delivery problems

During a disruption to performance resulting from force majeure or unavoidable events the reciprocal contractual obligations shall be suspended. This shall also apply for us insofar as the

disruptions to performance occur at our upstream suppliers. If the disruption to performance lasts more than six months, each party shall have the right to withdraw from the contract.

6. Warranty

The reference samples which the customer receives for inspection shall be decisive for the quality and workmanship of the products. We shall provide advice on the construction and design of a product to the best of our knowledge and judgement. However, the customer shall bear sole responsibility for its practical suitability, even if he received advice from us in the course of development. The customer's rights regarding defects are subject to the condition that it has properly fulfilled its inspection and notice of defects obligations under Article 377 of the German Commercial Code (*Handelsgesetzbuch – HGB*). To rectify any defects found the vehicle must be brought to the supplying factory. Any special arrangements must be in writing.

We must be given the opportunity to inspect reported defects on the premises. Without our consent no changes may be made to the goods subject to complaint, otherwise the customer shall lose his warranty rights.

Installed cabs must be inspected before the vehicle is accepted and any defects immediately reported. The customer shall confirm that the work is correct and delivery complete with a signature.

7. Time limitation of claims

The time limitation period for claims and rights due to defects in the performance, irrespective of the legal basis, is one year. However, this shall not apply in the circumstances referred to in Article 479 par. 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (recourse claim of the entrepreneur). The time limitation period also applies for all claims for compensation of the customer which are related to the defect. However, the aforementioned time limitation shall not apply in the event of wilful misconduct or fraudulent concealment of a defect. The time limitation period shall also not apply in the event of a breach of obligation due to gross negligence, in the event of loss of life or injury to the body or health or for claims under the German Product Liability Act (*Produkthaftungsgesetz*).

8. Terms of payment

Our invoices are payable within 14 days from the invoice date with no deductions. The customer shall only be entitled to set-off rights if its counterclaims have been established with legally binding effect or are undisputed or have been acknowledged by us.

In the event of late payment we shall charge interest from the due date in the amount of 4% over the currently applicable discount rate of the German Central Bank (*Bundesbank*).

9. Retention of title

We shall retain the ownership title to the delivered goods until all payment claims have been settled. This shall also apply if particular deliveries designated by the customer have been paid for.

Any processing shall be carried out by the customer on our behalf. The processed goods shall be deemed to be goods subject to retention of title in the meaning of these terms and conditions.

10. Tools

If models, tools or other moulding devices are produced or purchased by us on behalf of the customer, we shall issue an invoice for the share of tool costs. Because our services in the sense of design, construction, running in, maintenance, technical knowledge etc. are not covered by the share in tool costs, they shall remain our property. As a rule, we are not obliged to surrender them.

The tools shall be used exclusively for orders of the customer, as long as he fulfils his obligations with respect to us. The tools shall be stored by us with the necessary care. We are not obliged to take out insurance. Once three years have elapsed since the last delivery we shall not be obliged to store the tools any longer.

11. Parts provided by the customer

If parts are provided by the customer, he must deliver them in good time free to our plant. Any rectification work shall be borne by the customer.

12. Place of jurisdiction

The place of performance is the supplier's domicile. The place of jurisdiction is Kehl am Rhein.