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General Terms and Conditions of Purchase OPTIMAL Automotive GmbH

1 Conclusion of contract

1.1 The contract between the Contractor and the Customer is based exclusively on these General Terms and Conditions of Purchase. General terms and conditions of the Contractor are hereby rejected. The General Terms and Conditions of Purchase of the Customer shall also apply to all future deliveries and services of the Contractor to the Customer until new General Terms and Conditions of Purchase of the Customer come into effect.

1.2 Orders, agreements and changes are binding only if they are placed or confirmed by the Customer in writing, by fax or in electronic form. Correspondence is to be conducted with the Purchasing department. Agreements with other departments, if agreements are to be made, which change the points specified in the contract, require express written confirmation by the Purchasing department in the form of a supplement to the contract.

1.3 Orders and call-offs are deemed accepted if the Contractor does not object to them in writing within one week of receipt. The Customer is entitled to revoke the contract within this week, unless the Contractor has previously declared its written acceptance.

1.4 The Contractor must treat the conclusion of the contract confidentially. It may name the Customer as a reference to third parties only with the Customer's written consent. The Contractor shall treat as confidential any information made available to it in connection with the conclusion and execution of the contract, unless it can be proven that such information is or becomes generally known.

1.5 Cost estimates, initial samples and samples in general are binding and will not be remunerated unless otherwise expressly agreed in writing.

2 Prices

2.1 The agreed prices are fixed prices and are to be understood as duty paid free at the place of use, including packaging and freight costs, plus the applicable statutory value added tax. If an "ex works" or "ex warehouse" price has been agreed, the Customer shall bear only the lowest freight costs. All costs incurred up to handover to the carrier, including loading and excluding cartage, shall be borne by the Contractor. The type of pricing does not affect the agreement on the place of performance.

2.2 The Customer reserves the right to accept excess or short deliveries.



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Alfred-Kuehne-Strasse 3
85416 Langenbach / Germany
Munich Airport Logistics Park

Tel.: +49 (0) 8761 72 06 - 0
Fax: +49 (0) 8761 72 06 - 121
www.optimal-germany.com
info@optimal-germany.com



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3 Trade terms

3.1 For the interpretation of the trade clauses, the Incoterms 2010 shall apply in the version valid at the time of conclusion of the contract.

4 Proofs of origin, proofs under VAT law, export restrictions

4.1 The Contractor shall provide proofs of origin requested by the Customer with all necessary information and make them available without delay, duly signed. The same applies to proofs under VAT law for foreign and intra-Community deliveries.

4.2 The Contractor shall inform the Customer without delay if a delivery is wholly or partly subject to import restrictions under the law of the place to which the goods are delivered.

4.3 Contractors from member states of the European Union are obliged to provide the Customer with long-term supplier declarations in accordance with the applicable European regulation within 30 days of acceptance of the order and then within the first two months of each calendar year without being requested to do so. If this cannot be done for individual deliveries of goods, corresponding proofs of origin must be provided at the latest when the invoice is issued.

5 Delivery, deadlines, delays

5.1 Deviations from the Customer's contracts and orders are only permissible with prior written consent.

5.2 Agreed dates and deadlines are binding. Decisive for compliance with the delivery date or delivery period is the dispatch of the goods by the Contractor. If delivery "ex works" (DAP or DDP according to Incoterms 2010) has not been agreed, the Contractor must make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the carrier.

5.3 If agreed deadlines are not met, the statutory provisions shall apply in principle. As soon as the Contractor recognises difficulties with regard to production, supply of input material, adherence to deadlines or similar circumstances which could prevent it from delivering on schedule or from delivering in the agreed quality, the Contractor must immediately notify the ordering department of the Customer. The obligation to meet the agreed deadlines remains unaffected.

5.4 In the event of delay on the part of the Contractor, the Customer may have the delivery not yet made by the Contractor carried out by a third party at the expense of the Contractor after a reasonable grace period set by the Customer has expired without



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result. Furthermore, the Customer may also withdraw from the contract after a grace period set by it has expired without result.

5.5 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the Customer's claims for compensation due to the delayed delivery or service.

5.6 Partial deliveries are inadmissible unless the Customer has expressly agreed to them or these are reasonable for the Customer.

5.7 For quantities, weights and dimensions, the values determined by the Customer during the incoming goods inspection shall be decisive, subject to any other proof.

5.8 The Contractor shall bear the material risk until the goods are accepted by the Customer or the Customer's agent at the place to which the goods are to be delivered in accordance with the order.

5.9 Force majeure, industrial disputes, operational disruptions through no fault of its own, riots, official measures and other unavoidable events shall entitle the Customer, without prejudice to its other rights, to withdraw from the contract in whole or in part, provided that they are not of insignificant duration and result in a considerable reduction of the Customer's requirements.

5.10 If insolvency proceedings are filed against the Contractor's assets or out-of-court composition proceedings, the Customer is entitled to withdraw from the contract in whole or in part.

6 Quality

6.1 The delivery must comply with the agreed specifications.

6.2 The Contractor must constantly align the quality of its products to be delivered to the Customer with the latest state of the art and inform the Customer of possible improvements and technical changes.

6.3 The Contractor shall establish and maintain a documented quality management system of the appropriate type and scope and in accordance with the latest state of the art. It shall prepare records, in particular of its quality inspections, and make these available to the Customer on request.

6.4 The Contractor hereby consents to quality audits for the assessment of the effectiveness of its quality assurance system by the Customer or one of its representatives, if necessary with the participation of the Client of the Customer.

6.5 At the request of the Customer, the Contractor is obliged to conclude a quality assurance agreement with the Customer.



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6.6 At the request of the Customer, the Contractor shall, if necessary, also carry out an inventory revision several times a calendar year.

7 Claims for defects and recourse

7.1 Acceptance is always subject to an examination for freedom from defects, in particular also for correctness, completeness and suitability. The Customer is entitled to examine the subject matter of the contract, as far as and as soon as this is possible in the ordinary course of business; defects discovered shall be notified by the Customer immediately after discovery. In this respect, the Contractor waives the objection of late notification of defects.

7.2 The right to choose the type of subsequent performance shall in principle belong to the Customer. The Contractor has the right to refuse the type of subsequent performance chosen by the Customer under the conditions of Art. 439 Sec. 3 Federal Code (BGB).

7.3 If the Contractor does not begin to remedy the defect immediately upon request by the Customer, the Customer shall be entitled in urgent cases, in particular to avert acute risks or avoid major damage, to remedy the defect itself or have it remedied by a third party at the Contractor's expense.

7.4 Claims for material defects shall lapse after 24 months, but not before the expiration of 6 months after the notification of defects. If the item has been used for a building in accordance with its normal use and has caused its defectiveness, claims for material defects shall lapse after five years. The limitation period for material defect claims begins with the delivery of the subject matter of the contract (transfer of risk). The period of limitation according to Art. 479 BGB remains unaffected.

7.5 Recourse claims of the Customer in accordance with Arts. 478, 479 BGB are entitled to this in respect of the Contractor in particular if the Customer makes such claims in respect of a third party. This also applies in the event that the delivery item has been installed or further processed by the Customer or a third party. Furthermore, the Customer is also entitled to these claims if the third party or the end customer is not a consumer but an entrepreneur.

7.6 In the event of defects of title, the Contractor shall also indemnify the Customer against any existing claims of third parties. With regard to defects of title, a limitation period of 10 years applies.

7.7 For parts of the delivery repaired or repaired within the limitation period for claims for defects of the Customer, the limitation period shall recommence at the point in time at which the supplier has completely fulfilled the Customer's claims for subsequent performance.



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7.8 If the Customer incurs costs as a result of the defective delivery, in particular transport, travel, labour, material costs or costs for an incoming inspection exceeding the usual scope, the Contractor shall bear these costs.

7.9 If the Customer takes back products produced and/or sold by itself as a result of the defectiveness of the object of the contract delivered by the Supplier or if the purchase price has been reduced for this reason, or if the Customer has been held liable for this in any other way, the Customer reserves the right of recourse against the Contractor, whereby an otherwise necessary deadline does not have to be set for the Customer's rights in respect of defects.

7.10 The Customer is entitled to demand compensation from the Contractor for expenses that the Customer had to bear in relation to its customers, because this customer had a claim against the Customer for reimbursement of the expenses required for the purpose of subsequent performance, in particular transport, travel, work and material costs.

7.11 Notwithstanding the provision in Clause 7.6, the limitation period in the cases of Clauses 7.9 and 7.10 shall commence no earlier than 2 months after the date on which the Customer has fulfilled the claims asserted by the client of the Customer against the Customer, but no later than 5 years after delivery by the Contractor.

7.12 If a material defect becomes apparent within six months of the passing of risk, it shall be presumed that the defect already existed at the time of the passing of risk, unless this presumption is incompatible with the nature of the item or the defect.

7.13 The Contractor is liable for guaranteed quality of the deliveries irrespective of fault. For such breaches of duty, the limitation period of Art. 479 applies.

7.14 In addition to the provisions made in the above paragraphs, the statutory provisions shall apply.

8 Product liability

8.1 If a claim is made against the Customer under German or any other product liability law, the Contractor will be liable to the Customer to the extent that it would be directly liable.

Any contractual liability of the Contractor remains unaffected. The Contractor is obliged to indemnify the Customer against such claims if and to the extent that the damage was caused by a defect in the subject matter of the contract supplied by the Contractor. In cases of culpable liability, however, this only applies if the Contractor is at fault. If the cause of the damage is the responsibility of the Contractor, it shall bear the burden of proof in this respect.





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8.2 In such cases, the Contractor shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

8.3 The Customer shall inform the Contractor without delay if it intends to make use of it in accordance with the preceding paragraph. Insofar as this is reasonable for the Customer, the Customer will give the Contractor the opportunity to examine the case of damage and to agree with the Customer on the measures to be taken, e.g. settlement negotiations.

8.4 The Contractor is obliged to take out product liability and recall costs liability insurance with a sum insured for personal injury, property damage and pecuniary loss of at least EUR 2.5 million per case, to maintain this insurance in full without interruption during the term of this agreement and to prove it to the Customer at any time on request.

8.5 Depending on the requirements of the respective client of the Customer, the performance of the Contractor, the business relationship and the liability risks, the Customer will request the Contractor to extend its insurance cover both in terms of reason and amount. The Contractor undertakes to check these claims and, if possible, to agree to them.

8.6 If an insured event should occur, the Customer and the Contractor are obliged to inform each other about all circumstances and incidents connected with the insured event.

8.7 The Contractor is obliged to inform its liability insurer about the content of these purchasing conditions and, upon countersigning these purchasing conditions, to provide the Customer with written proof of the existing insurance cover and a written confirmation from its liability insurer confirming the non-damaging nature of this agreement.

8.8 In the event of a change of liability insurer, the Contractor will, without being asked to do so, immediately submit the relevant evidence to the Customer.

9 Property rights

9.1 The Contractor warrants that the contractual use of the delivery items does not infringe the property rights of third parties. The Contractor is aware of the intended use of the delivery items by the Customer. As soon as the Contractor realises that the use of its deliveries and services results in the use of third-party applications for industrial property rights or industrial property rights, it must inform the Customer immediately. In the event of infringement, the Contractor shall indemnify the Customer against all



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claims asserted by third parties against the Customer due to the infringement of property rights. In the event of infringement, the Contractor is also obliged either to provide the Customer with the right to use the delivery items concerned in accordance with the contract free of charge or to modify them in such a way that the infringement of industrial property rights ceases to apply, but the delivery items are nevertheless in accordance with the contract.

9.2 The Contractor shall notify the use of published and unpublished own or licensed property rights and property right applications for the delivery items.

9.3 The Contractor shall immediately notify the Customer of any inventions which may arise within the scope of or in connection with this contract to it and/or its vicarious agents, submit all documents required for the evaluation of the invention and provide all information on the inventions requested by the Customer. This applies accordingly to all know-how that may arise at the Contractor and/or its vicarious agents within the scope of or on the occasion of the execution of the contract.

10 Drawings, implementation documents, tools and confidentiality

10.1 Drawings and other documents, devices, models, tools and other means of production, which are handed over to the Contractor, remain the property of the Customer. Ownership of tools and other means of production paid for by the Customer shall be governed by the agreements to be made in a separate tool contract.

10.2 The aforementioned items may neither be scrapped nor made available to third parties, e.g. for the purpose of production, without the written consent of the Customer. They may not be used for purposes other than those contractually agreed, e.g. delivery to third parties. They shall be carefully stored for the Customer by the Contractor at the Contractor's expense during execution of the contract. The provisions in sections 10.1 and 10.2 also apply accordingly to printing orders.

10.3 The care, maintenance and partial renewal of the aforementioned items are subject to the respective agreements made between the Customer and the Contractor.

10.4 The Customer reserves all rights to drawings or products made according to its specifications as well as to procedures developed by it.

10.5 All business or technical information made accessible by the Customer (including features which may be taken from objects, documents or software handed over, and other knowledge or experience) are to be kept secret from third parties as long and to the extent that they are not demonstrably publicly known and may only be made available in the company of the Contractor to those persons who must necessarily be called upon for their use for the purpose of delivery to the Customer and who are also obliged to maintain secrecy; they remain the exclusive property of the Customer.



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10.6 Such information may not be reproduced or otherwise used except for deliveries to the Customer without the prior written consent of the Customer. At the request of the Customer, all information originating from the Customer (including copies or records, if applicable) and items lent on loan must be immediately and completely returned to the Customer or destroyed.

10.7 The Customer reserves all rights to such information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.). If these have been made available to the Customer by third parties, this reservation of rights shall also apply in favour of these third parties.

11 Payment

11.1 The Customer shall pay by the date agreed with the Contractor in advance.

11.2 Payments made by the Customer do not constitute acceptance of the invoice and are subject to invoice verification.

11.3 Claims of the Contractor under this contract may be assigned to third parties only with the written consent of the Customer.

11.4 The Customer may offset all claims which the Contractor has against the Customer against all claims to which the Customer is entitled to bring against the Contractor.

12 Place of performance, partial invalidity, place of jurisdiction, applicable law

12.1 The place of performance for deliveries is the place of use, for payments the registered office of the Customer.

12.2 Should any provision of these conditions and the other agreements made be or become invalid, this shall not affect the validity of the remaining conditions. The Customer and the Contractor are obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.

12.3 The place of jurisdiction shall be the registered office of the court having general jurisdiction for the Customer. However, the Customer may also sue the Contractor at the Contractor's general place of jurisdiction.

12.4 In addition to the contractual provisions, the law of the Federal Republic of Germany applicable to the legal relationships of domestic parties shall apply exclusively, to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).



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