

**General Terms and Conditions of Delivery and Payment for the  
Supply of Machinery, Tools & Equipment  
(status January 2020)**

All deliveries and services of the VNT Automotive Group (VNT Tool GmbH and VNT Metal Hungary Kft. and/or other group companies) shall be carried out exclusively under the conditions listed below.

All rights and obligations arising from the contracts with our contractual partners as well as from the following Terms and Conditions shall apply equally for both aforementioned companies as follows:

**1. Conclusion of contract**

1.1. Our offers shall be non-binding. Supply contracts, other agreements and also changes and supplements to concluded contracts shall become valid only by means of our written confirmation. The Customer's terms and conditions of purchase are hereby rejected. They shall not be accepted even in the case of deliveries or other actions on our part.

**2. Price, payment terms**

2.1. Unless otherwise agreed, our prices shall be ex works plus packaging and value added tax.

2.2. In the absence of a special agreement, payment shall be made without any deduction free to our paying agent, namely 1/2 at the time of ordering, 1/3 upon notification of readiness for dispatch, and the balance within 30 days of delivery.

2.3. The Customer is only entitled to withhold or set off payments on account of any counter-claims, including warranty claims, if the counter-claims are undisputed or have been legally established.

2.4. Default in payment or risk to our claims through deterioration of the creditworthiness of the Customer shall entitle us to demand the immediate payment of all our claims—irrespective of the term of any bills of exchange—or to demand securities. In such cases we are further entitled to carry out any outstanding deliveries only against pre-payment or provision of securities. Deemed as proof of a risk to our claim due to a deterioration in the creditworthiness of the Customer shall be, in particular, information provided in accordance with the due care of a prudent businessman by a bank, credit agency or a company in business relationship with the Customer.

### **3. Delivery time/Delay in delivery**

3.1. Delivery periods shall begin with our order confirmation, but not before all details of the execution have been clarified and all other conditions to be fulfilled by the Customer have been fulfilled. Deliveries prior to the expiry of the delivery period and partial deliveries are permissible.

3.2. Compliance with the delivery period shall be subject to correct and punctual self-delivery.

3.3. The delivery deadline shall be deemed to have been met if the delivery items have left our factory or the readiness for shipment has not been announced prior to the expiry of this deadline. If acceptance has been agreed, the notification of readiness for acceptance shall be decisive.

3.4. Subsequent requests by the Customer for changes or additions shall extend the delivery time to the appropriate extent.

3.5. Events of force majeure, which also include strikes, lockouts or unforeseen circumstances, which make delivery impossible despite reasonable efforts (e.g. operational disruptions, rejects or reworks) shall entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part for the part not yet fulfilled. This shall also apply if the aforementioned hindrances occur during a delay or at a subcontractor's.

3.6. If the Customer grants us a reasonable grace period and the grace period is not adhered to, the Customer shall be entitled to withdraw from the contract if the item in question is a standard machine.

### **4. Dimensions, weights, number of units**

4.1. Deviations in dimensions, weight, number of units, and other deviations within the scope of customary tolerances, relevant DIN regulations and technical requirements are permissible.

### **5. Shipping and risk transfer**

5.1. Goods notified as ready for dispatch must be taken immediately; we shall otherwise be entitled to dispatch them at our discretion or to store them at the expense and risk of the Customer. We shall also be entitled to the latter if the dispatch assumed by us cannot be carried out through no fault of our own. If placed into storage the goods shall be deemed to have been delivered.

5.2. The risk shall pass to the Customer when the goods are handed over to the railway, the forwarding agent or the carrier and/or after storage has commenced, at the latest when they leave the factory, even if we have assumed delivery.

### **6. Retention of title**

6.1. All delivered goods shall remain our property until all claims have been satisfied, in particular also the respective balance claims to which we are entitled, irrespective of the legal reason. This shall also apply if payments are made towards a specially designated claim.

In the event of default in payment or if facts become known which give rise to justified doubts as to the creditworthiness of the Customer, the Customer hereby authorises us to enter its premises and collect the delivered goods. Taking back the goods shall only constitute withdrawal from the contract if we expressly declare this in writing.

6.2. The Customer is obliged to adequately insure the delivery item against damage at its own expense. By placing an order, the Customer assigns to the Supplier as security any claims to insurance benefits in the amount of the order price. It undertakes to notify the insurer of this and to inform the Supplier thereof. The reassignment shall be deemed tacitly agreed upon complete payment and fulfilment of the other claims arising from the order.

6.3. If the goods under retention of title (reserved goods) are processed, combined or mixed with other goods by the Customer, we shall be entitled to co-ownership of the new object in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires as a result of combination, processing or mixing, the Customer hereby assigns to us its ownership rights to the new item to the extent of the invoice value of the reserved goods and shall keep them in safe custody for us free of charge. The resulting co-ownership rights shall be deemed to be reserved goods within the meaning of Section 6.1.

6.4. The Customer may sell the reserved goods only in the ordinary course of business and only as long as it is not in default, provided that the claims from the resale are transferred to us in accordance with Sections 6.4 and 6.5. It is not entitled to dispose of the reserved goods in any other way. The Customer shall immediately notify the Supplier of any seizure, confiscation or other endangerment of property by third parties by sending copies of the relevant documents (e.g. seizure report).

6.5. The Customer's claims arising from the resale of the reserved goods are hereby assigned to us. To the same extent, they shall serve to secure the reserved goods.

6.6. If the reserved goods are sold by the Customer together with other goods not supplied by us, the assignment of the claim shall only apply to the amount of our invoice value of the reserved goods sold in each case. In the event of sale of goods in which we have co-ownership shares according to Section 6.1, the assignment of the claim shall apply in the amount of the co-ownership shares.

6.7. The Customer is entitled to collect claims from sales according to Sections 6.3. and 6.4. until revocation by us. We only have the right of revocation if the Customer has not complied with the terms of payment or if facts become known which give rise to justified doubts about the creditworthiness of the Customer. The Customer is not entitled to assign the claim under any circumstances. At our request, it shall be obliged to inform its Customers immediately of the assignment to us and to provide us with the information and documents required for the collection of the claim.

6.8. If the value of the existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities according to our choice.

6.9. The retention of title shall not affect the provisions governing the passing of risk.

6.10. If the law in the jurisdiction of which the delivery item is located does not permit retention of title, but permits retention of similar rights to the delivery item, these similar rights are deemed agreed between the Customer and the Supplier. The Customer is obliged to cooperate in measures which the Supplier wishes to take to protect its property or similar security interests in the delivery item. The Customer may be ordered to do this and to comply with the obligations set forth in this section without further reminder by way of interim injunction or corresponding court measures.

## **7. Defects of the goods, warranty**

7.1. All those parts which prove to be defective within the warranty period as a result of a circumstance occurring prior to the transfer of risk shall be repaired or replaced free of charge at our discretion. We are entitled to decide whether to repair or replace the goods. Replaced parts shall become our property.

7.2. After consultation with the Supplier, the Customer shall grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary. Only in urgent cases of risk to operational safety and/or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.

7.3. The warranty period shall be twelve (12) months from transfer of risk. This shall also apply if the dispatch, installation, commissioning or acceptance are delayed through no fault of ours. We shall be given the opportunity to determine the defects notified. In the event of subsequent performance, the warranty period for the replacement part and/or subsequent improvement shall be three (3) months. It shall run at least until the expiry of the original warranty period.

7.4. Claims of the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that such expenses increase because the delivery item has subsequently been taken to a location other than the one contractually agreed.

7.5. No warranty shall be assumed in particular for unsuitable or improper use, faulty assembly and/or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, faulty construction work, unsuitable subsoil and chemical, electrochemical or electrical influences, insofar as these are not our fault. If we do not fulfil our warranty obligations or do not fulfil them in accordance with the contract, the Customer may demand a reduction in the price of the defective item after the expiry of a reasonable period of grace.

7.6. We shall only assume guarantees if these have been expressly given in writing by our legal representative body and have been designated as such.

7.7. Withdrawal from the contract is excluded if the machines have been specially manufactured for the Customer.

7.8. Notwithstanding the claims in Section 9, further claims are excluded.

## **8. Copyright protection**

Documents and drawings made available to the Customer as well as constructive services and proposals for the design and manufacture of the parts provided by us may only be used by the Customer for the intended purpose and may not be made accessible to third parties or the subject of publications without our consent.

## **9. Damages, liability**

9.1. We shall only be liable for damages due to the violation of contractual, non-contractual or consulting or other ancillary obligations in the following cases

- in the case of intent,
- in the case of gross negligence on the part of executive bodies or executive employees and vicarious agents,
- if and to the extent that a guarantee is expressly assumed by a declaration of our executive bodies and
- insofar as a claim exists under the Product Liability Act.
- In the case of culpable breach of essential contractual obligations, limited to the foreseeable damage typical for the contract.
- For damages resulting from injury to life, limb or health which are based on an intentional or grossly negligent breach of duty by executive bodies, executive employees or vicarious agents.

9.2. If a third party makes a claim against us for compensation for damages, the cause of which lies within the sphere of responsibility of the Customer, the Customer shall indemnify us against such claims.

## **10. Use of software**

If software is included in the scope of a delivery, the Customer shall be granted a non-exclusive right to use the software and its associated documentation. It is provided for use on the designated delivery item. The Customer shall only be entitled to copy, transfer or translate the software or to convert it from object code to source code to the extent permitted by law. The Customer undertakes not to remove or change manufacturer information, in particular copyright notices. We shall retain all other rights to the software and the documentation. The issue of sub-licences is not permitted.

## **11. Place of performance and jurisdiction**

The place of performance is 9200 Mosonmagyaróvár, Úttörő u.43. The place of jurisdiction is the District Court of Mosonmagyaróvár or the Regional Court of Győr depending on the value of the object. The Supplier is also entitled to sue the Customer at its general place of jurisdiction.

## **12. Applicable law**

All legal relations between the Customer and us shall be governed exclusively by the substantive law of the Republic of Hungary - in particular Act No. V on the Civil Code of 2013.