

## Terms and Conditions of Purchase (status January 2020)

### 1. General information

The following Terms and Conditions of Purchase apply exclusively for all orders of the VNT Automotive Group insofar as they have not been partially or wholly revoked by written agreements negotiated in an individual case. Any delivery conditions or other general terms and conditions, which either contradict or deviate from our Terms and Conditions of Purchase, do not apply unless they have been explicitly accepted by us in writing. Accepting a delivery or its payment does not constitute consent.

### 2. Orders

2.1 Orders must be in written form for them to be binding. Verbal orders or those made over the telephone are valid merely as a preliminary order and only upon our subsequent written confirmation specifying our order number shall they become legally binding.

2.2 Every order must be confirmed by return. The same applies to any written amendments. If no confirmation or statement has been received within eight days then our order is presumed accepted.

2.3 Deviations from the order, in particular by submitting otherwise agreed upon Terms and Conditions of Purchase, must be clearly marked on the order confirmation and require our written acceptance in order to be legally binding on both sides.

### 3. Delivery

3.1 The manner and form of delivery adhere to our specifications. When accepting an order it shall be inspected on a random basis pursuant to DIN ISO 2859/1 (single sampling plan for normal inspections) inspection level S-1, acceptance no. = 0, rejection no. (d) = 1.

Should the goods fail to meet standards according to the above mentioned random inspection the whole delivery can be returned.

3.2 It is imperative that the delivery dates and deadlines agreed with us are adhered to. Should it not be possible to deliver the order or parts of it on time then we must be informed immediately in writing with an explanation of the reasons for it and anticipated length of delay.

Should the agreed dates not be adhered to then legal stipulations apply. Should goods not be delivered on time or in full then we reserve the right to withdraw from the contract within a reasonable grace period. Should this occur with a fixed terms order we are obliged neither to set a grace period nor send a letter of withdrawal.

3.3. The acceptance of a belated delivery without reservation shall not be taken as a waiver of claims for compensation to which we would be entitled as a result of delayed delivery.

3.4 Partial deliveries shall not be accepted unless we have explicitly given you our consent.

3.5. An early delivery is only permitted following our explicit consent. However, in this case the payment deadlines begin from the originally agreed upon date.

### 4. Packaging and shipping

4.1 Goods shall be packed as is customary, appropriate and proper. If the buyer bears the packaging costs then only the cost price shall be invoiced. In all cases we reserve the right to provide packaging (boxes, barrels, drums and similar) free of charge at the delivery station. Borrowed packaging is subject to the agreements made case-by-case. The seller shall return packaging at its own risk.

4.2 The seller must strictly adhere to the agreed shipping instructions. For orders from abroad the seller shall receive specific instructions from us in individual cases. The seller is liable for any damages resulting from non-adherence.

4.3 Postal items, as in packages and parcels, shall be sent to VNT Metal Hungary Kft, 9200 Mosonmagyaróvár, Úttörő utca 43 without exception and postage paid. In all cases a dispatch note - in duplicate - must be sent to the recipient plant before the goods are dispatched. Our order number must be quoted on all dispatch documents. Should the seller send goods without our explicit dispatch instructions or against them, then it shall be liable for any disadvantages resulting thereof. In this case the seller shall hold us harmless.

4.4 Acceptance of goods: Goods may only be issued against an open invoice if the recipient has authorised this. Furthermore, goods valued at over €1000 shall only be issued once a telephone inquiry has been answered by the purchasing department. Cash on delivery consignments shall only be accepted if explicitly agreed. Transfer times are set out in our purchasing specifications. If deadlines are not adhered to then goods, even complete loads, shall not be accepted.

## 5. Force majeure, warranty, recourse

5.1 Force majeure, riots, strikes, breakdowns, actions by the authorities and other unavoidable events shall release us from the obligation to accept goods on time. This release shall apply for the duration of such events as well as within two weeks of their having ended.

5.2. Only once goods have been accepted by us or by a representative of ours at the location specified on the order is risk transferred to us.

This also applies if no freight-paid delivery was agreed. If the purchased goods are a machine, which must first be assembled by the seller at the place of fulfilment, then risk is only transferred to us once the machine has been delivered according to contract and a trial run has confirmed that it functions properly. Goods shall be accepted and the quantity, condition, quality and functioning of goods checked in our plant in Mosonmagyaróvár unless otherwise agreed in writing.

5.3 Goods shall be accepted subject to having been inspected for defects. We shall submit complaints about defects with regard to the goods' correctness, completeness, quantity and quality within fourteen days of acceptance in our destination plant. The seller shall be notified of other defects such as, among other things, missing promised features, which only become apparent after the goods have been used as intended within a suitable time period. In this respect the seller shall waive an objection to belated complaints.

5.4 The seller shall ensure that the delivered goods are of proper quality, perform professionally and according to latest technology, and guarantee that they function properly and safely. The legal provision on defects of title or quality applies insofar as nothing else has been subsequently agreed.

Defects shall be rectified in the course of the guarantee obligation. The seller shall reimburse us for any damages resulting from and costs incurred by defects on the delivered goods.

5.5 The seller shall start rectifying the defects immediately upon request, failing which we reserve the right to carry out this work ourselves or have a third party carry it out at the seller's expense.

5.6 The seller shall release us from any claims made by third parties, in particular where defects of title exist.

5.7 Should we, as importer or manufacturer of the end product, be liable under product liability law and should the damage be ascribed to defects of the product delivered by the seller, then the seller shall, irrespective of fault, render full compensation and recourse including legal costs. The seller shall waive the plea that it is not the manufacturer of the product delivered to us and, as a dealer, is exempt of liability.

5.8 The seller shall immediately notify us of possible defects discovered after the product was delivered. Should the product delivered to us, on the basis of new information, prove to be faulty, in particular in connection with our assembly, the seller shall take back our residual stock at the purchase value at that time.

## 6. Invoicing and payment

6.1 Invoices shall be sent in duplicate to our plant in Mosonmagyaróvár. There should be one invoice per order.

6.2 Provided that nothing else was agreed and following proper acceptance of the goods and inspection of the invoice, payment shall be made promptly with a 3% discount, or rather, 30 days without reduction either in cash, by bank transfer or check at our own discretion. The stipulated payment deadlines shall begin on the day the invoice has been received, not, however, before the goods have been received. Any deliveries made earlier than agreed are subject to the regulations in clause 3.2.

6.3 We are not bound by deviating payment conditions stated on the invoice unless explicitly accepted by us in writing.

6.4 The payment date is not affected by the right to claim for defects and the seller's warranties.

6.5 Claims may only be assigned following our explicit consent. Assignments must always state our order number and the seller's invoice number.

6.6 When paying an invoice we reserve the right to offset with counterclaims.

## 7. General information

7.1 The seller guarantees that the delivery and use of the delivered goods does not encroach upon any patent, brand or other property rights of third parties. The seller shall hold us and our customers harmless against all claims and shall bear all costs in connection with these.

7.2 Furthermore, it shall ensure that all the machines it delivers exhibit the legally stipulated protective guards. The seller shall render compensation and recourse for claims against us for a breach of existing safety regulations if they are based on the fact that the machines it delivered do not exhibit the stipulated protective guards or because they have been poorly attached.

7.3 All specifications, drawings, models and samples, which we submitted to the seller with our order, as well as the drawings, models and samples produced by the seller according to our special particulars remain our property and may not be used for other purposes, copied or made available to third parties. Unless otherwise agreed in writing, they shall be sent back to us immediately once delivery has been made or, in the case of non-execution, without explicit request. The seller shall regard the order and all work in connection with it and all documents provided for it as a trade secret and treat it as confidential accordingly. It shall be liable for all damages resulting from a breach of these obligations. Unless explicitly agreed in writing, there will be no payment for the drafting of plans or other such documents.

7.4 Orders may not be used for advertising purposes.

7.5 All queries should be directed exclusively to the purchasing department of our site in Mosonmagyaróvár. We request that you state the full order number on all documents. The seller shall not be entitled to pass the order or significant parts of the order to third parties without prior consent in writing. If delivery is carried out through a subcontractor it must strictly adhere to these Terms and Conditions of Purchase. Visits from our suppliers or their representatives in the purchasing department of our registered office shall be received by appointment only.

8. Severability clause, proper law and place of jurisdiction

8.1 Should a provision of these conditions and any further agreements made if needed be ineffective or become ineffective this shall not affect the validity of the remaining conditions. The contracting parties shall replace the invalid provision with one which is similar in its economic purpose.

8.2 Hungarian law shall apply exclusively to contractual relations.

8.3 The competent regional court in Mosonmagyaróvár or (according to value) the regional court of Győr, Hungary, has jurisdiction *ratione loci* and *ratione materie* in the case of any possible legal disputes. The buyer is entitled to also contact the court local to the seller's registered office or branch.