6.2 Unforeseeable, unavoidable and grave events ("force majeure") exempt the Parties from their obligations for.

7. Defects as to quality and defects in title, violation of third Party rights, statute of limitations

7.9 The Vendor shall not be liable insofar as he has produced the delivered goods according to drawings, models as well as receipt of the invoice, at the Purchaser's discretion, either within 14 days less 3% discount or within 90 days without any deductions. Further claims of Purchaser for damages as delivery dates, shall be agreed upon in a reasonable manner.

4.1 Unless expressly otherwise agreed in writing, deliveries shall be made "DDP" (Incoterms 2010), i.e. the

5.2 The Vendor shall inform the Purchaser without undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

5.3 The Vendor shall inform the Purchaser without undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

5.4 The notice of delivery shall include the description of the article, the article number as well as the Purchaser's purchase order number.

5.5 The notice of delivery shall include the description of the article, the article number as well as the Purchaser's purchase order number.

5.6 Delivery terms and dates agreed upon are binding. The receipt of the goods at the Purchaser's plant or the agreed destination shall be regarded with regard to the compliance with delivery times and dates.

5.7 The Vendor shall inform the Purchaser within undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

5.8 The Vendor shall inform the Purchaser without undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

5.9 The Vendor shall inform the Purchaser within undue delay in writing in case circumstances occur or become apparent due to which the agreed delivery dates and times cannot be met.

6. Delivery of force, major effects

6.1 The Purchaser is entitled to a penalty in the amount of 1% of the delivery value per week commenced in which the delivery dates and times are not met. In no case the maximum penalty shall amount to 5% of the delivery value. Purchaser may demand payment of the penalty along with delivery. Any statutory claims the Purchaser is entitled to due to the delay of delivery remain unaffected. A penalty payment will be offset against a payment of the delivery but permits further processing and sale with the course of ordinary business.

7.7 The statute of limitations for defects as to quality and defects of title is 24 months after passing of risk between the Purchaser and his customers, however no later than 36 months after passing of risk between the Vendor and the Purchaser. For the US, Canada and Puerto Rico, the warranty period is 48 months or 60,000 miles (US), depending on which case occurs first, from the initial vehicle registration date or replacement part installation, and ends, however, 54 months from the date on which the Vendor delivers the products to the Purchaser at the latest.

8. Liability, Insurance

8.1 Unless otherwise provided in these terms, the Vendor is liable vis-a-vis the Purchaser according to the statutory provisions. Insofar as the Vendor is liable vis-a-vis the Vendor, he shall also be obliged to indemnify the Purchaser against all third Party claims.

8.2 Subject to the statutory requirements, including section 5 German Product Liability Act and sections 683, 687 of the German Civil Code, the Vendor shall also be obliged to reimburse the Purchaser for costs and expenses resulting from necessary measures to avert dangers, in particular recall measures. Insofar as possible and reasonable, the Purchaser shall inform the Vendor of the contents and scope of recall measures and shall grant him the opportunity to comment on these measures.

8.3 The Vendor is obliged to enter into a reasonable product liability insurance including coverage for product failure proceedings as well as recall costs with the insurance company of his choice. The Vendor shall provide the Purchaser for use vis-à-vis enterprises (in the following "Vendor") for use vis-à-vis enterprises (in the following "Vendor")

7.11 The statute of limitations for defects as to quality and defects of title is 24 months after passing of risk between the Purchaser and his customers, however no later than 36 months after passing of risk between the Vendor and the Purchaser. For the US, Canada and Puerto Rico, the warranty period is 48 months or 60,000 miles (US), depending on which case occurs first, from the initial vehicle registration date or replacement part installation, and ends, however, 54 months from the date on which the Vendor delivers the products to the Purchaser at the latest.

9. Retention of title

9.2 The Vendor retains the right to demand express agreement in writing or in order to be valid. However, this does not apply to simple retention of title in which the Vendor retains title in the delivered goods until full payment of the delivery but permits further processing and sale with the course of ordinary business.

10. Supplies of the purchaser

10.1 The Supplier provides the Vendor to purchase for purpose of fulfillment of the contract ("Suppliers") remain in the Vendor's ownership and may only be sold as contracted.

10.2 Selling or transferring goods of the Supplier on behalf of the Vendor. If the Supplies are processed together with other items which do not belong to the Purchaser, the Purchaser shall acquire title to the new item corresponding to the value of the Supplies compared to the other items at the point of time of processing.

10.3 If the Supplies are irrecoverably mixed with other items not belonging to the Purchaser, the Purchaser shall acquire title to the new item according to the ratio in which the Supplies entered into the mixture as well as at the point of time of mixing. Should mixing occur in a manner that the items provided by the Vendor to be expanded as the dominant item, it shall be deemed agreed that the Vendor shall transfer joint title to the Purchaser in the respective ratio; the Vendor shall keep sole or joint ownership in custody for the Purchaser.

11. Production tools

11.1 Purchaser retains the Supplier of such items as tools, molds, making tools, patterns, tools or other goods of the following "Production Tools". The Parties agree that the Supplier, in case of sale of the purchased or manufactures to fulfill the delivery contract at the Purchaser's costs, pass into the ownership of the Purchaser. The Production Tools shall be marked clearly "owned by Preh GmbH" intellectual and industrial property rights in the Production Tools shall belong to the Purchaser. The Vendor shall use the Production Tools exclusively for the fulfillment of delivery contracts and shall handle them with the due care of a prudent business man. In particular, the Vendor shall ensure Production Tools at his own cost against damages for fire, water, and theft, and shall carry out maintenance and inspection in due time at his own cost.

11.2 At any time, upon Purchaser's request for which he needs no reasoning, Production Tools shall be returned to the Vendor without undue delay. The Vendor's right of retention due to outstanding payments for Production Tools purchased or manufactured shall remain unaffected.

11.3 Production Tools which remain with the Vendor after he has fulfilled his recall obligations may only be destroyed after prior written consent by the Purchaser. The Vendor may demand that the Purchaser takes back the remaining Production Tools.

12. Export Control

12.1 The Vendor undertakes, vis-a-vis the Vendor, to adhere to all German as well as all applicable European and US-American export control regulations.

12.2 Furthermore, the Vendor undertakes to note, without prior request, export approval requirements according to German, European and US-American law, if any, for his respective goods in his offers and bills. Such notes shall include, in particular but not limited to, the export code number according to Annex A to the German Foreign Trade and Payments Regulation ("Ausschüttungsvorschriften") as well as the respective ECCN number according to the US Export Administration Regulations if US goods are concerned.

12.3 The Vendor hereby indemnifies the Purchaser against all claims against which the last goods produced therewith may only be destroyed after prior written consent by the Purchaser. The Vendor may demand that the Purchaser takes back the remaining Production Tools.

13. Security of the International Supply Chain

13.1 The Vendor regulates that he is certified as an Authorized Economic Operator and shall prove this through receipt of the AEON Certificate Number.

13.2 Insofar as the Vendor is not an Authorized Economic Operator he undertakes to ensure the requirements stated in the Security Declaration are adhered to lastingly in his facility and he shall immediately send a valid signed Security Declaration to the Purchaser. In the event that the Vendor is not able to fulfill the requirements listed in the Security Declaration he is obliged to notify the Purchaser hereof immediately in writing.

13.3 The Vendor hereby will ensure that their business processes are in compliance with German, European Union:


14. Confidentiality

14.1 The Parties will maintain strict confidentiality for all non-essential operational and technical information disclosed or otherwise obtained due to the business relationship, and will treat such information as business and trade secrets. The Vendor shall impose corresponding confidentiality obligations on third parties who need to obtain knowledge or access to such business and trade secrets (i.e. employees, subcontractors).

14.2 Production Tools, drawings, outlines, construction data and similar objects may not be provided or otherwise made accessible to unauthorized third parties; they may only be provided to subcontractors after agreement on corresponding confidentiality obligations. Copying such objects is only permitted within the scope of operational requirements and copyright law.

14.3 The Parties may only advertise their relationship to the respective other Party after prior written consent of the other Party.

15. Declaration of Compliance

15.1 The Vendor warrants the compliance with the following principles:

- adherence to human rights
- prohibition of child and forced labor,
- observance of applicable laws about the protection of persons, data, environment and occupational safety,
- prevention of Piracy,
- observance of applicable laws.

15.2 The Vendor shall impose corresponding warranties of compliance on his subcontractors.

16. Final provisions


16.2 The place of fulfillment for deliveries for Purchaser's designated plant or the agreed destination. In all other regards, the place of fulfillment shall be Werna Suder-Tal Operations Gmbh, Germany.

16.3 The venue for all legal disputes shall be Werna Sud-Tal OT Dippach, Germany. The Purchaser shall also be entitled to file the claims at the Vendor's legal venue.