

## **General Conditions of Purchase for Continental Aktiengesellschaft and for ContiTech AG and their affiliated companies**

1. Purchase orders and agreements are binding only if they are issued or confirmed in writing by our purchasing department. Delivery schedules may also be arranged via telecommunication. Services rendered without a written purchase order do not put us under any obligation, and no payment will be made even if services are rendered on request of our employees. These General Conditions of Purchase apply to all purchase orders, even to those which do not involve a sales contract.

These General Conditions of Purchase become an integral part of the contract once a purchase order is accepted. Any conditions of sale enclosed with the supplier's offer or the supplier's confirmation of an order do not apply even if we do not expressly object to them. Payments or acceptance of services by us do not mean any acknowledgement of any sales or delivery conditions of the supplier. All other conditions apply only if and insofar as they are expressly confirmed by us in writing.

2. Unless otherwise agreed, prices are fixed. Unilateral price changes are not permitted.

3. The agreed dates of delivery are binding, except in case of force majeure. Should the supplier delay with its contractual delivery or service, we are entitled to assert all legally permissible claims arising from such delay. We must be notified immediately of any delays in delivery foreseeable for the supplier.

4. During the manufacture of ordered items and prior to their dispatch, we have the right to examine materials, manufacturing processes and other operations being a part in the completion of the performance. Should the examination not be permitted without important cause, we are entitled to withdraw from the contract without the supplier having the right to claim compensation or payment for services incurred up to that time. The same applies if, in the course of an inspection, defects or deviations from the contractual agreements become obvious. Instead of withdrawing we are also entitled to demand immediate performance. At any time we may further require a report on the items we have ordered, in particular concerning the stage of their production. In the event that we do not make use of our rights within the scope of this section, such failure cannot be held against us.

5. Delivery items shall comply with the material specifications stipulated by us as well as with DIN, VDE regulations and other similar requirements. Hazardous materials are to be packed and marked in compliance with the applicable laws and regulations as amended from time to time; they are to be accompanied by the corresponding latest version of the material safety data sheets. Dangerous goods are also to be packed, marked and transported in compliance with the applicable laws and regulations of the respective countries (including transit countries) as amended from time to time. Either the dangerous goods classification or, where appropriate, the phrase "not dangerous goods" are to appear on the delivery note. The delivery or service is to be executed in full compliance with the statutory and official regulations in force at the time of execution and in particular with the relevant EU regulations, with laws based on EU directives, the law governing the safety standard of technical equipment and accident prevention, and other occupational safety and health directives. Care is to be taken that general rules on safety and industrial medicine are also adhered to. Unless otherwise agreed, the CE symbol must be affixed to items in a clearly visible position. The declaration of conformity and the hazard analysis must accompany all items. . Packaging materials are to be reusable or recyclable. They are to be without CFC's, to be chlorine-free, chemically inactive, groundwater-neutral, and nontoxic when incinerated. Packaging materials are to be marked with recognized recycling symbols such as RESY or with material symbols such as PE. The supplier is obligated to remove its waste, packaging materials etc. on its own responsibility and free of charge for us. In the event that the supplier fails to comply with this obligation we will carry out the disposal at the supplier's expense without further grace period.

6. Regarding its deliveries, each supplier shall comply with a quality assurance agreement concluded with us. Supplier is requested to support us in the compliance with the Corporate Continental Environment, Safety, Security and Health-Policy [[http://www.conti-online.com/generator/www/com/en/continental/portal/themes/esh/politics/esh\\_en.html](http://www.conti-online.com/generator/www/com/en/continental/portal/themes/esh/politics/esh_en.html)] as well as the Quality and Environment Policy of ContiTech AG [[http://www.contitech.de/ct/contitech/themen/ueber\\_contitech/qualitaet/download/QuU-Politik\\_02-2006\\_E.pdf](http://www.contitech.de/ct/contitech/themen/ueber_contitech/qualitaet/download/QuU-Politik_02-2006_E.pdf)].

Unless otherwise agreed with a supplier in respect of initial sampling, attention is drawn to the current edition of the publication issued by the VDA (Association of the German Automotive Industry based in Frankfurt am Main) on safeguarding the quality of deliveries in the automotive industry, supplier rating and initial sampling. The supplier shall constantly monitor the quality of the items it delivers.

In the event that the type and scope of testing, the measuring and test equipment, and the methods are not agreed upon between a supplier and us, we may, on its request, put at the disposal of this supplier our experience and expertise in discussions on test procedures, with a view to determining the test facilities required. In addition, we will advise the supplier on request about applicable safety regulations.

Furthermore, the supplier shall comply with the current edition of the VDA publication on drawing up documentation for parts requiring documentation at automotive manufacturers and their suppliers, in particular keeping specific records on when, in what way and by whom the delivered items were tested and what results were obtained for the specified quality tests. The test documentation is to be retained for ten years and to be submitted to us on request. The supplier shall obligate subcontractors to the same extent insofar as this is legally permissible.

The contracting parties shall notify each other on feasible ways of improving quality. Insofar as public authorities – responsible for automotive safety, exhaust-emission regulations or similar matters – need to inspect production processes or our test documentation to verify compliance with certain requirements, the supplier express its willingness, on our request, to grant such authorities the same rights at their facilities and to give competent authorities all reasonable support.

7. Our commercial certificate of obligation as well as our assembling and dismantling conditions apply to all work carried out in our facilities. To document the occupational safety coordination, the release note according to ASR 11/94 is to be completed prior to the start of work. A notice of non-liability for construction tax stopped at source is to be presented. In addition all non-Conti employees temporarily assigned to Conti are required to clock in and out.

8. The supplier warrants that its delivery is not subject to the rights of any third party and that the delivery of the items and their utilization according to the contract, do not infringe patents or other protective rights of third parties in Germany or in any other country.

Our claims from warranty of title become statute-barred after three years, calculated from the time of our becoming aware of or, due to gross negligence, our failure to become aware of the underlying breach of duty.

9. Shipping documents and invoices are to clearly show our purchase order number and/or call-off order number, the supplier's number, material number, the place of delivery and the quantity of material. Each trading unit of the delivery must be marked with our material number and the trade name of the supplier. In the event that the supplier fails to comply with this we reserve the right to charge the supplier any costs arising from subsequently marking any unmarked units.

Transport insurance premiums will not be reimbursed as we are self-insurers.

10. Unless otherwise agreed, our payments will be made with a deduction of 3% cash discount on the first Continental pay date (i.e. mid-month, month-end or beginning of the following month) falling two weeks after the goods and invoice have been received by us. Invoices have to be issued in duplicate containing the purchase order number (in case of call-off orders the call-off number must also be listed) and the supplier's number. In case the goods arrive after the invoice or the invoice is incomplete, the cash discount period commences at the time when both the goods and the correct invoice have been received.

11. We are entitled to set off the supplier's claims against claims of companies belonging to our corporation, in compliance with their respective value date.

12. The supplier is not entitled to assign or transfer its claims against us to third parties or to demand its claims through third parties without our prior written consent which shall not be unreasonably withheld. In the event of extended reservation of title consent is deemed to be granted.

13. The supplier is aware of the particular purpose the agreed upon performance is aimed at. The supplier is liable for material defects that impair the suitability of the performance for the intended purpose. Unless otherwise agreed, first-class materials and workmanship are deemed to be agreed.

14. Unless otherwise agreed or unless otherwise specified in these Conditions, a warranty including liability for any lack of conformity, is subject to the provisions of the applicable law. The objection of delayed notice of defects and of unconditional acceptance is excluded. In cases of emergency or of a not immediate fulfillment of the supplier's warranty obligations, we are at the supplier's expense entitled to replace or repair defective parts and to remedy any damage. In case of replacement deliveries or repaired items the new period of warranty for the respective items is deemed to begin from the time of such delivery or repair. Should we be held liable for infringing official safety regulations or for any other legal reasons under German or foreign law, we are entitled, considering the principle of loyalty and good faith, to claim reimbursement of the damages we suffered from a supplier on the basis of those provisions applied against us (liability clauses) insofar as the supplier's deliveries or its conduct were defective and gave rise to the damage, that is unless the supplier can prove that the damage was inevitable and unforeseeable. In cases in which recourse against us is to be expected we are prepared to inform the supplier concerned about the claims asserted against us and about the measures taken by us.

Unless a longer period is agreed upon or applicable by law, we may assert our claims based on clause 14, paragraph 1, within two years after our acceptance of delivery.

Our right of redress against a supplier on the grounds of a lack of conformity pursuant to Sections 478 and 479 of the German Civil Code remains unaffected. We may still assert such claims even if the end customer is not a consumer, but an entrepreneur.

Acknowledgements of the receipt of delivered items, and acceptances or approvals of drawings submitted to us are not deemed to contain a waiver regarding our warranty claims or other rights with respect to defective deliveries and/or services.

15. Our purchase order and all commercial and technical details in this context are to be kept secret by the supplier. A supplier may refer to its business relationship with us only after we have given our consent to this in writing.

16. Place of performance for deliveries and services is the place of delivery specified by us, otherwise and for all other obligations of both parties it is Hannover, Germany. In addition to these General Conditions of Purchase the law of the Federal Republic of Germany applies unalterably, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.

Invalidity of any provision herein contained shall not affect the validity of the remaining provisions.

Place of jurisdiction is Hannover. We reserve the right to lodge a claim at the courts which have jurisdiction for the headquarters of the supplier's company or at those courts where we are held liable by third parties on the basis of circumstances in connection with the supplier's deliveries , services or other obligations.

17. In the event that parts made of rubber or plastics – also in combination with other materials – are to be integrated in the items delivered, products of our corporation are to be given preference.

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Continental Aktiengesellschaft

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