

Purchasing Conditions

**Firm**

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I. Applicable conditions

These Terms and Conditions of Purchase shall apply to all business transactions with the Supplier or other contractors (hereinafter jointly referred to as "Supplier"), even if they are not mentioned in subsequent contracts. Other provisions and terms and conditions do not apply unless they are specified in this order. Other general terms and conditions shall also not apply if they have not been expressly contradicted in individual cases. Any revisions and amendments must be made in writing in order to be effective.

II. Order

1. An order shall only be deemed to have been placed if it has been drawn up and signed by us in writing. Orders placed verbally or by telephone are only binding for us if we have confirmed them by subsequently sending a written order. In individual cases, drawings provided by us including tolerance specifications are binding. By accepting the order, the supplier acknowledges that he has informed himself of the type of execution and scope of the service by inspecting the existing plans. In the event of obvious errors, typographical errors and miscalculations in the documents, drawings and plans submitted by us, we shall not be liable. The supplier is obliged to inform us of such errors so that our order can be corrected and renewed. This also applies to missing documents or drawings. Changes and additions must also be made in writing.
2. Acceptance of orders must be confirmed to us by signing the copy of the order within two weeks of placing the order, otherwise we shall be entitled to revoke the order.
3. Deviations in quantity and quality from the text and content of our order and subsequent changes to the contract shall not be deemed to have been agreed upon until we have expressly confirmed them in writing.
4. Drawings, tools, samples, models, brands and layouts or the like as well as finished products and semi-finished products which are provided by us or manufactured on our behalf shall remain our property and may only be supplied to third parties with our expressed written consent. Unless otherwise agreed in individual cases, these are to be returned to us immediately upon completion of the order without special request. Products manufactured or labelled with such means of production, brands and packaging may only be supplied to third parties with our expressed written consent.

III. Delivery dates

1. The agreed delivery periods and dates are binding. They run from the date of the verbal/written order. The goods must be received at the place of receipt specified by us within the delivery period or on the delivery date. If delays are to be expected, the supplier must inform us immediately and obtain our consent to continue the order.
2. We are not obliged to accept the goods before the delivery date has ended.

3. Unless expressly agreed otherwise in the delivery contract, delivery shall be "ex works" for the purchaser. Each shipment must be accompanied by the shipping documents, such as delivery note, packing slip, etc., stating the information provided by the customer, such as supplier number, item

number, etc. In the event of over delivery, the customer reserves the right to return the delivered quantity exceeding the order quantity at the supplier's expense.

IV. Delivery/packaging

1. Delivery shall be made at the supplier's expense free of charge to the place of receipt specified by us. If, as an exception, we have to bear the freight, the supplier shall choose the mode of transport prescribed by us, otherwise the most favourable mode of transport and delivery for us.
2. The liability shall only pass to us upon acceptance at our place of receipt.
3. Packaging is included in the price. If, as an exception, something else has been agreed, the packaging shall be invoiced at cost price. The supplier must select the packaging specified by us and ensure that the packaging protects the goods from damage. At least two-thirds of the invoiced value shall be credited when the goods are returned.

V. Documentation

1. Invoices, delivery notes and packing slips shall be enclosed in duplicate copies with each consignment. These documents must contain:

- Order number
- Quantity and unit of measure
- Gross, net and, if applicable, calculation weight
- Item description with our article number
- Remaining quantity for partial deliveries

In addition, the supplier is obliged, if required, to submit a material certificate to the purchasing department of Kieback GmbH & Co. KG by e-mail.

2. In the case of freight consignments, a dispatch note must be sent to us separately on the day of dispatch.
3. The supplier must comply with the recognised rules of technology, the safety regulations and the agreed technical data for his services. Changes to the delivery item require the prior written consent of the purchaser. The VDA Guideline Volume 2 "Ensuring the Quality of Deliveries" (supplier selection, quality assurance agreement, production process and production release as well as quality assurance in series production) in its latest version shall apply and be complied with for the initial sample inspection approved by the purchaser, which is a prerequisite for the supplier's delivery. The purchaser reserves the right to conclude a separate quality assurance agreement with the supplier.

VI. Prices

1. Unless expressly stated otherwise, the agreed prices shall be fixed prices, unless the Supplier generally reduces its relevant prices.
2. The supplier will not grant us any less favourable prices and conditions than other customers if and to the extent that they offer the supplier the same or equivalent conditions in the specific case.

VII. Invoice/payment

1. Invoices shall be issued separately for each order. Payment shall only be made after complete receipt of the defect-free goods or complete defect-free service and after receipt of the invoice. This

applies accordingly to partial deliveries. Delays caused by incorrect or incomplete invoices shall not affect any discount periods.

Payment is made if a discount is granted:

- up to 14 days less 3% discount
- up to 30 days net.

2. Claims of the supplier against us may only be assigned to third parties with our written consent. Payments shall only be made to the Supplier.

VIII Warranty/guarantee/claim

1. The supplier undertakes to ensure that the goods, including their presentation and labelling, comply with our specifications. Our purchase or our order shall be executed professionally and properly in accordance with the current state of the art.

2. If defective goods are delivered, the supplier shall be given the opportunity to rectify the defect or make a subsequent delivery. If the supplier is unable to perform these or if they do not comply immediately after request and setting a deadline, we shall be entitled to return the goods at the supplier's expense and to purchase them elsewhere. In urgent cases, we are entitled, after notifying the supplier, to carry out the rectification ourselves or to have it carried out by a third party. The supplier shall bear any costs arising therefrom.

3. For the product manufactured by the supplier or for the order carried out by him, the warranty ends upon expiry of the statutory period after delivery and acceptance.

4. Unless otherwise regulated above, the warranty shall be governed by the statutory provisions.

5. Faults in the delivery must be reported immediately as soon as they are discovered in the ordinary course of business. This notification must be made in writing.

IX. Producer liability

The supplier shall indemnify us from the resulting producer's liability for defects in the goods which are attributable to the fault of the supplier to the extent that they themselves would also be directly liable.

X. Property rights

The supplier shall be liable for ensuring that no patents or other industrial property rights of third parties are infringed by their delivery and its utilisation by us. They shall indemnify us and our customers against all claims arising from the use of such industrial property rights. This shall not apply if the supplier has manufactured the delivered goods in accordance with drawings, models or other equivalent descriptions or arrangements provided by us and does not know or, in connection with the products manufactured by them, cannot know that industrial property rights are thereby infringed.

The contracting parties undertake to inform each other immediately of any known risks of infringement and alleged cases of infringement and to give each other the opportunity to counteract such claims by mutual agreement.

Models, matrices, templates, samples, tools and other means of production, as well as confidential information provided or paid for in full, may only be used for deliveries to third parties with our prior consent.

XI. Force of nature

War, civil war, export restrictions or trade restrictions due to a change in political conditions as well as strikes, lock-outs, breakdowns, operating restrictions, etc. Events which make it impossible or unreasonable for us to fulfil the contract shall be deemed force of nature and shall release us from the obligation of timely acceptance for the duration of their occurrence. This shall also apply to events at a time when the customer is already in default of acceptance of the delivery. The contracting parties are obliged to inform each other of this and to adapt their obligations to the new circumstances in good faith.

XII. Storage/property

1. Material provided shall remain our property. It must be stored separately as such and may only be used for our orders. The supplier shall also be liable for any reduction in value or loss through no fault of their own. The objects manufactured with the material provided by us are our property in their respective state of production. The supplier shall keep these items in safe custody for us; the purchase price shall include costs for the storage of the items and materials kept in safe custody for us.

XIII. Trade secrets

The supplier is obliged to treat our orders and all related commercial and technical details as business secrets.

XIV. General conditions

1. Should a provision be or become void, the remaining provisions shall remain valid.
2. The law of the Federal Republic of Germany applies exclusively. This also applies to legal relationships if the contractual partner has its registered office abroad.
3. Place of performance is Osnabrück. For the delivery other arrangements may be made.
4. Place of jurisdiction is Osnabrück (also for action on bills of exchange or cheques).
5. If one contractual partner ceases payment or if insolvency proceedings are instituted against their assets, the other contractual partner shall be entitled to withdraw from the unfulfilled part of the contract.

XV. Appendices

Appendix 1: **Acceptance of the Purchase Conditions**

Appendix 2: **Quality Assurance Agreement (QAA)**

Appendix 3: **Non-Disclosure Agreement**

Appendix 4: **Logistics Guide**

Appendix 5: **Sustainability guideline**

Appendix 1: Acceptance of the Purchasing Conditions

We hereby confirm that we have read and accepted the Purchasing Terms and Conditions of Kieback GmbH & Co. KG,

Place / Date

Supplier / Company stamp

Signature

Please complete this page and return it via e-mail to: n.vossel@ksg-mobility.com

or send a completed copy of this page back to :

Kieback GmbH & Co. KG
Dept.: Purchasing
Kiebitzheide 2-4
D-49084 Osnabrück, Germany

Appendix 2: Quality Assurance Agreement (QAA)

See also applicable documents. If the "Quality Assurance Agreement (QSV)" does not exist, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 3: Non-Disclosure Agreement

See also applicable documents. If the "Non-Disclosure Agreement" is not available, the purchase of the company Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 4: Logistics Guide

See also applicable documents. If the "Logistics Guide" is not available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 5: Sustainability guideline

See also applicable documents. If the "Sustainability guideline" is not available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

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01	Creation	Mr. Ozolnieks	Mr Hane	Mr Hane	14.08.2018
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03	Attachment edited	Mr. Ozolnieks	Mr Hane	Mr Hane	16.05.2019
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