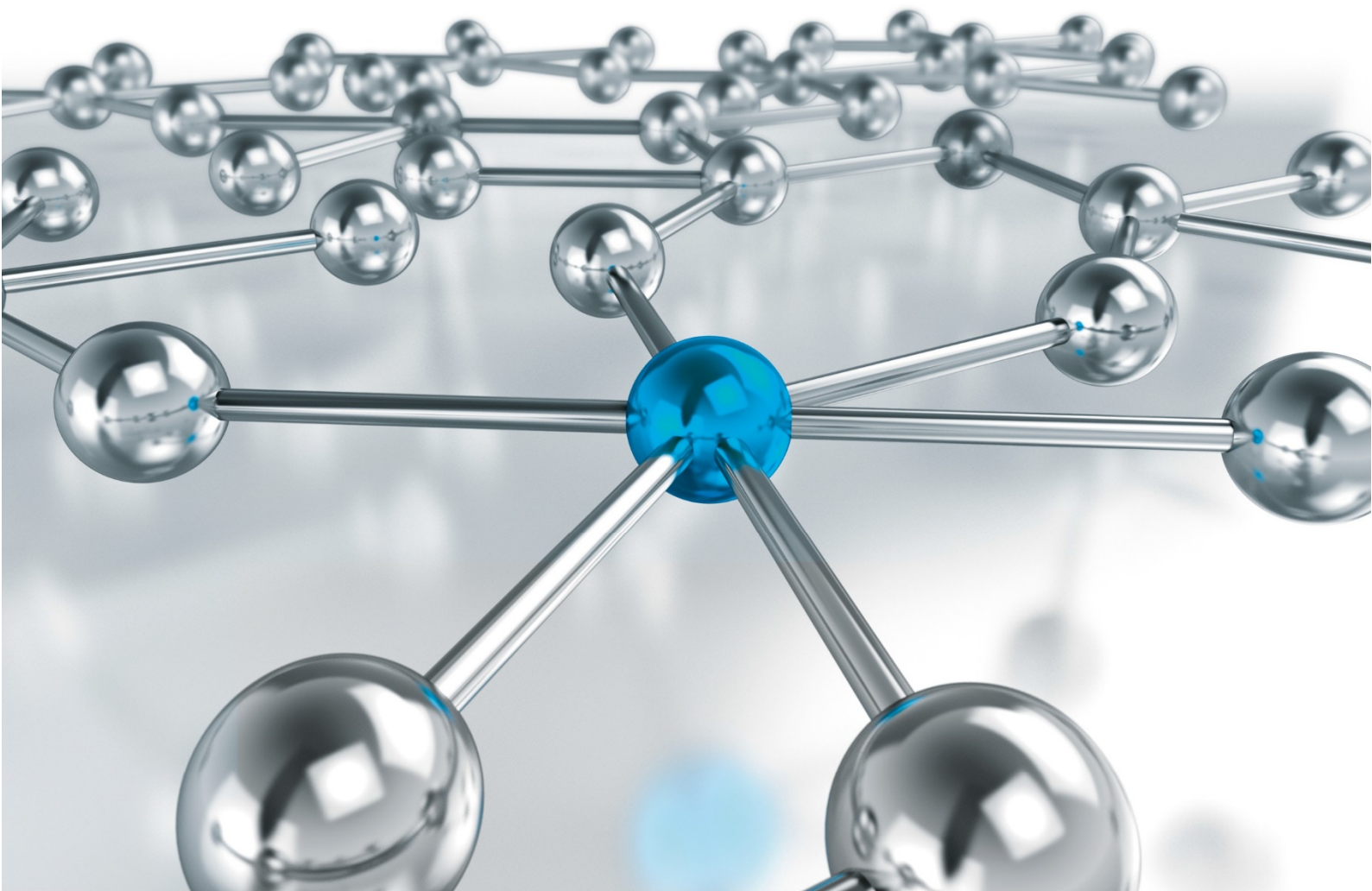


Creating value through partnership

BOYSEN
GROUP



Global Purchasing –

Conditions of purchase | Foreign

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Table of contents

Section 1 Validity – Scope of application – Protective clause _____	3
Section 2 Quotations – Orders – Delivery schedules – Placing orders _____	4
Section 3 Prices – Shipping – Packaging _____	5
Section 4 Invoicing – Payment _____	5
Section 5 Delivery – Delivery time – Transfer of risk – Default in acceptance _____	6
Section 6 Retention of title _____	7
Section 7 Samples – Drawings – Proprietary rights _____	7
Section 8 Tools – Equipment – Models _____	8
Section 9 Contractual compliance of deliverable – Quality management system _____	9
Section 10 Incoming and outgoing goods inspections – Notice of defects _____	10
Section 11 Claims as a result of non-compliance of the deliverable with the contract –Quality guarantee _____	10
Section 12 Product liability _____	11
Section 13 Liability _____	11
Section 14 Force majeure _____	12
Section 15 Third party proprietary rights _____	12
Section 16 Proprietary rights of BOYSEN and the business partner _____	12
Section 17 Spare parts _____	12
Section 18 Confidentiality _____	13
Section 19 Code of Conduct ("BOYSEN Supplier Code of Conduct") _____	13
Section 20 Information about data processing and data protection _____	13
Section 21 Settling disputes through negotiation – Mediation _____	14
Section 22 Arbitration clause – Place of jurisdiction _____	15
Section 23 Applicable law _____	15
Section 24 Final provisions _____	15

Revision 01 – As of May 2018

General terms and conditions of purchase for foreign business transactions

of the BOYSEN Group

Section 1 Validity – Scope of application – Protective clause

(1) These general terms and conditions of purchase for foreign business transactions of the BOYSEN Group ("BOYSEN conditions of purchase for overseas business transactions") will apply to all business relations with business partners established outside of the Federal Republic of Germany, in particular to all deliveries, services and quotations provided by business partners, regardless of whether the business partner manufactures the deliverable itself or purchases it from suppliers. For all business relations with business partners with registered offices within the Federal Republic of Germany, the general terms and conditions of purchase for domestic business transactions of the BOYSEN Group will apply, the current version of which is available for download from our homepage <https://www.boysen-online.de/> and/or can be sent to it free of charge to the business partner at its request.

(2) When interpreting the BOYSEN conditions of purchase for foreign business transactions, account needs to be taken of the fact that the conditions apply on an international basis and of the fact that the contracting parties must, in particular, respect the principle of good faith when engaging in international trade.

(3) The BOYSEN conditions of purchase for foreign business transactions will apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of business of the business partner or third parties will not apply, even if BOYSEN does not specifically object to them being valid on a case-by-case basis. The BOYSEN conditions of purchase for foreign business transactions will also apply in the event that BOYSEN unreservedly accepts the delivery or service while being aware of deviating, opposing or supplementary general terms and conditions of the business partner or third parties. Reference to a letter containing or referring to the general terms and conditions of the business partner or a third party will not be deemed to constitute BOYSEN agreeing to the validity of such terms and conditions. Only in exceptional cases will deviating, conflicting or supplementary general terms and conditions of business of the business partner or third parties form part of the contract, and only to the extent that BOYSEN has expressly agreed in writing that they are valid.

(4) The provisions of Art. 19 of the UN Convention on Contracts for the International Sale of Goods will not apply if and insofar as these lead to the so-called *last shot rule* being applied. Unless otherwise specified in the BOYSEN conditions of purchase for foreign business transactions on a case-by-case basis, BOYSEN and the business partner shall assume that the so-called *knock out rule* is relevant.

(5) Any individually negotiated contractual agreements made with the business partner on a case-by-case basis (including ancillary agreements, supplements and amendments) will in any case take precedence over the BOYSEN conditions of purchase for foreign business transactions. The content of agreements of this kind will be governed by a written agreement or written confirmation from BOYSEN, subject to proof to the contrary. All agreements relating to the conclusion of the contract as well as amendments or supplements to contractual agreements will need to be made in writing and approved by BOYSEN.

(6) The BOYSEN conditions of purchase for foreign business transactions will also apply to all future deliveries, services or quotations from BOYSEN's business partners, even if they are not the subject of a further separate agreement.

(7) In the case of framework contracts and continuing obligations, the business partner shall be notified in writing of any amendments to the BOYSEN conditions of purchase for foreign business transactions. They will be deemed to have been approved if the business partner does not object in writing within one month of receiving the notification.

Section 2 Quotations – Orders – Delivery schedules – Placing orders

(1) Quotations, orders and delivery schedules, as well as amendments and supplements made thereto, will need to be made in writing. Verbal agreements that are not confirmed by BOYSEN in writing shall not form part of the contract. Orders, delivery schedules, as well as amendments and supplements made thereto, can also be made by remote data transmission or by machine-readable data carriers.

(2) In interpreting declarations and/or actions on the part of the contracting parties, account needs to be taken in particular of the negotiations between the contracting parties, the practices which have arisen between them, the subsequent conduct of the contracting parties and the relevant commercial practices, unless otherwise specified in the BOYSEN conditions of purchase for foreign business transactions on a case-by-case basis.

(3) A legally effective quotation from the business partner will only be deemed to exist if it precisely specifies the deliverable (in terms of its identity and quantity) and expressly and precisely states the relevant price. The provisions of Art. 55 of the UN Convention on Contracts for the International Sale of Goods will not apply where they deviate from this.

(4) When submitting a quotation, the business partner shall be bound by its quotation for at least one month. Any deviations from the request made by BOYSEN prior to the quotation must be expressly indicated by the business partner within the quotation from the business partner. Prior to concluding the contract, the business partner is obliged to notify BOYSEN if a deliverable is unsuitable for the use intended by BOYSEN and the intended purpose known to the business partner; the same applies, in particular, to risks to safety, health, the environment, and other risks. If the business partner does not fulfil this obligation, the deliverable shall be deemed not to be in accordance with the contract.

(5) BOYSEN shall not grant compensation or damages for expenses incurred by the business partner in connection with initiating the contract (e.g. carrying out visits or preparing quotations, projects, preliminary studies, samples, etc.) to the business partner. If and to the extent that the business partner incurs expenses of this nature in connection with initiating the contract, these expenses will in no way place any obligation on BOYSEN to place an order.

(6) Every order and every delivery schedule must be confirmed in writing by the business partner immediately upon receipt, providing written confirmation to BOYSEN of a binding delivery time and price. BOYSEN is entitled to cancel its order or delivery schedule at any time until the aforementioned written confirmation has been received from the business partner. Changes to the order or the delivery schedule (especially with regard to price and delivery times) will only be deemed to be effective once BOYSEN has given its prior written approval.

(7) The delivery capacity specified in the order and/or delivery schedule must be guaranteed by the business partner on the basis of a production process at BOYSEN's premises of 240 working days per year (48 weeks, 15 shifts per week) with flexibility to make changes of +/- 20% per part number, i.e. the business partner must, for itself and for its subcontractors, be able to ensure a delivery capacity with regard to an annual requirement at BOYSEN's premises of + 20% (peak volume) per part number.

(8) In the event that changes are made by the business partner with regard to design and form which are not subject to BOYSEN's prior written consent, the business partner shall bear the risk of the deliverable not being accepted, as well as for any defects or damages these changes may cause. Deviations in terms of quantity and quality in comparison to the text and content of BOYSEN's order or delivery schedule and subsequent changes to the contract will only be deemed to have been agreed upon if BOYSEN has expressly agreed to them in writing.

(9) BOYSEN will be entitled to demand changes to the ordered deliverable in terms of time, location, packaging and production specifications in writing at any time, as far as is reasonable, before the order or delivery schedule is executed and following consultation with the business partner. The business partner must notify BOYSEN immediately of any concerns regarding the changes requested by BOYSEN. In particular, the business partner is obliged to notify BOYSEN of any additional costs. BOYSEN's written consent will amend the contract between the parties accordingly. If no agreement can be reached, BOYSEN will be entitled to withdraw from the contract. The business partner will not be entitled to make any changes to construction or design compared to previous, similar deliveries and services without the prior written consent of BOYSEN.

(10) Handing orders over to third parties will not be permitted without BOYSEN's prior written consent and will entitle BOYSEN to withdraw from the contract and to claim damages.

Section 3 Prices – Shipping – Packaging

(1) The price stated on the order or the delivery schedule, as well as the delivery conditions specified therein, are binding. Sales tax must be shown separately, insofar as it is incurred in accordance with the statutory regulations.

(2) The business partner shall not grant BOYSEN prices and terms that are less favourable prices and conditions than those for other customers if and insofar as in specific cases these other customers are offering the same or equivalent conditions.

(3) Unless otherwise agreed in writing, price will cover delivery and transportation to the shipping address specified in the contract, and the packaging. If, by way of exception, it is agreed that the packaging is not included in the price; the business partner shall charge the packaging to BOYSEN at cost price. The business partner shall issue a full credit note when accounting for packaging material that is subject to return. Any shipping charges, in particular incoming freight, shall not be borne by BOYSEN.

(4) The deliverable must be delivered packaged as agreed. The business partner shall ensure that the packaging protects the deliverable from being damaged. In the event that BOYSEN does not provide any packaging information, the deliverable must be packaged as standard.

Section 4 Invoicing – Payment

(1) In the event that invoicing is not carried out as part of what is known as the "self-billing" credit note process, invoices for each order must be issued separately and be sent in duplicate to BOYSEN's address, the original and the copy having been labelled. Invoices must comply with the mandatory requirements of German tax law. In addition, the wording must correspond exactly to the information on the order or delivery schedule and contain all order details, in particular the order number, delivery note number, delivery quantity and price. Unless otherwise expressly agreed in writing, BOYSEN will make payments in euro (EUR), whereby any deductions made by the bank of the business partner shall be borne by the latter. Payment will be made, at BOYSEN's discretion, by bank transfer and subject to BOYSEN carrying out a prior check of the invoice.

(2) Unless otherwise agreed within the orders, the agreed price will be due for payment within 30 calendar days of the deliverable being delivered and rendered in full (including any agreed acceptance) and BOYSEN receiving a proper invoice. This will apply accordingly where partial deliveries are made with permission. The exception to this rule will be tools, devices and models ordered on the basis of a written order. The remuneration provisions for tools, devices and models will, to this extent, be based on the respective individual contracts.

(3) In the event that BOYSEN makes payment within 14 calendar days from the date of the deliverable being delivered and rendered in full (goods received at BOYSEN's premises) or, if a proper invoice is received after goods are received at BOYSEN's premises, from the date that the invoice is received at BOYSEN's premises (contractual performance being the decisive factor), the business partner shall grant a 2% discount on the net amount of the contractually agreed price shown on the invoice. Time delays caused by incorrect or incomplete invoices will not affect the discount periods.

(4) BOYSEN shall not owe any default interest. In the event of a delay in payment due to mandatory statutory provisions, the amount of the interest rate will be governed by Swiss substantive law or, if the amount of the interest rate is lower under German substantive law, by German substantive law.

(5) In the event that advance payments are agreed with the business partner, the business partner is obliged to provide adequate security at BOYSEN's request, e.g. in the form of an unlimited guarantee from a bank or insurance company.

(6) In the event that the creditworthiness or ability to deliver of the business partner worsens to an extent that this risks the contract not being fulfilled, or in the event that the business partner ceases its deliveries or if insolvency proceedings are opened over its assets, BOYSEN will be entitled to withdraw. A right to withdraw from the contract will also exist if it is obvious to BOYSEN that the business partner will commit a material breach of contract or has declared that it will not fulfil its contractual obligations even before the contractually stipulated time for fulfilling the contract. The right to withdraw from the contract may also be exercised only in part.

(7) The business partner will not be entitled to assign its claims against BOYSEN or to instruct a third party to collect these claims without BOYSEN's prior written consent, which may not be unreasonably refused. BOYSEN will be entitled to assign, without restriction, all claims and/or rights arising from the business relationship with the business partner.

(8) BOYSEN will have, to the extent permitted by law, the right to use offset or right of retention, as well as the right to object to the non-fulfilled contract. In particular, BOYSEN will be entitled to withhold payments due for as long as BOYSEN is still entitled to claims for incomplete or defective services against the business partner. The business partner will have a right to use offset or right to retention only on the basis of legally established or undisputed monetary claims.

Section 5 Delivery – Delivery time – Transfer of risk – Default in acceptance

(1) BOYSEN must be notified of each delivery in writing in such a way that on the basis of the order number(s) specified for the respective delivery, BOYSEN has the opportunity to take cognisance of all specifications in relation to the respective deliverable, in particular those relating to quantity, dimensions and weights, in good time **before** the deliverable arrives and is able to make appropriate arrangements for receiving the deliverable. This also applies to any special requirements in relation to receiving the deliverable, in particular with regard to unloading, transportation and storage at BOYSEN's premises. The business partner shall cover the transportation costs, including adequate transport insurance. Any delays, additional costs and damages incurred by BOYSEN as a result of the business partner not complying with these shipping instructions shall be borne by the business partner. In the case of freight shipments, BOYSEN must be sent a shipping notification separately on the day of dispatch.

(2) Unless otherwise agreed by the contracting parties on a case-by-case basis, delivery will always be made to the contractually agreed place of delivery/unloading point on the basis of the DDP (*delivered duty paid*) shipping agreement pursuant to Incoterms 2017. Unless otherwise agreed by the contracting parties on a case-by-case basis, the contractually agreed place of delivery will be BOYSEN's registered office at D-72213 Altensteig, Germany. In the case of what is referred to as additional freight, the additional freight costs must be recorded in accordance with the requirements of quality standard IATF 16949. Each delivery will be accompanied by a comprehensive delivery note in duplicate, containing BOYSEN's order details (in particular, the order number, part number, batch number, item number, etc.). The delivery note must be placed either underneath the label or underneath the packing paper and must state "Hier Lieferschein" (Delivery note here), so that BOYSEN can determine the contents of the delivery before opening the consignment.

(3) The delivery time (delivery date or deadline) specified by BOYSEN on the order or delivery schedule or otherwise applicable in accordance with the BOYSEN conditions of purchase for foreign business transactions is binding. Whether the delivery time has been adhered to will be determined by when the deliverable is received at the place of delivery/unloading point designated by BOYSEN. In the event that BOYSEN is required to accept the deliverable, the delivery time will only be deemed to have been adhered to if acceptance can take place in good time within the delivery time.

(4) In the event of delivery or transmission ahead of schedule, BOYSEN reserves the right to return the deliverable at the business partner's expense. If no return is made in the case of delivery ahead of schedule, the deliverable will be stored on BOYSEN's premises at the expense and risk of the business partner until the delivery date. In the event of delivery ahead of schedule, BOYSEN also reserves the right to only pay for the deliverable on the agreed due date and not before. In this case, the basis for calculating the due date will be the delivery date specified on the order or delivery schedule.

(5) The business partner is obliged to inform BOYSEN immediately in writing, stating the reasons and time scales, in the event that circumstances arise, or it becomes apparent that the delivery time cannot be observed. The business partner must place an obligation on its subcontractors accordingly. In the event that delivery is delayed, BOYSEN will be entitled to impose a contractual penalty on the business partner amounting to 0.1% of the net price of the goods that relates to the delayed delivery for each commenced working day of delayed delivery. In total, the contractual penalty due to delay in delivery will be limited to 5% of the net price of the goods that relates to the delayed delivery. In the event that delivery is delayed, BOYSEN will also be entitled to unrestricted statutory claims, including the right to withdraw once a reasonable period of grace has lapsed unsuccessfully, and the right to compensation. The business partner is aware that delayed delivery can lead to production downtimes for BOYSEN. It is also aware that BOYSEN delivers to its customers in accordance with the "just in sequence" principle, meaning that delayed delivery can result in BOYSEN's customers making substantial claims for damages and contractual penalties against BOYSEN. Unconditionally accepting the delayed delivery or service does not constitute a waiver of contractual and/or legal claims that are due to BOYSEN due to the delayed delivery or service.

(6) In the event that the delivery time is not adhered to due to a circumstance for which the business partner is responsible, BOYSEN will be entitled to a covering purchase once a reasonable period of grace set for the business partner by BOYSEN has lapsed unsuccessfully, in order to avert the risk of consequential damages as a result of the delay. The business partner must cover the ensuing additional costs incurred by BOYSEN.

(7) The business partner will not be entitled to make partial deliveries without BOYSEN's prior written consent. In the case that partial deliveries are agreed, the remaining quantity to be delivered must be listed on the delivery note.

(8) In the event of the deliverable being dispatched, the transfer of risk will also only take place at the point in time when the deliverable is handed over to BOYSEN's premises or to the place of delivery designated by BOYSEN pursuant to Para. 2, and not before.

(9) Goods will only be accepted during BOYSEN's normal business hours. BOYSEN will be entitled to specify limited time windows for the business partner within which delivery may take place.

Section 6 Retention of title

(1) In the event of a retention of title on the part of the business partner, simple retention of title will be deemed to have been agreed. Any expansion or extension of a simple retention of title or the agreement of a functionally equivalent safeguard in favour of the business partner as well as any form of acquisition of ownership in favour of the business partner of goods other than the deliverable, in particular after processing, combining or blending with other goods as well as after selling the deliverable, is inadmissible.

(2) The simple retention of title on the part of the business partner pursuant to Para. 1 will lapse upon payment in full of the deliverables affected by the retention of title and expressly does not refer to any other outstanding claims on the part of the business partner.

Section 7 Samples – Drawings – Proprietary rights

(1) BOYSEN reserves all proprietary rights, copyright, rights relating to the use of a name and/or trademark rights and rights of retention over all documents (e.g. samples, drawings, illustrations, plans, layouts, tool simulations, concept studies, calculations, etc.) provided to the business partner for the purpose of preparing the quotation and/or providing the delivery that is due under the contract and/or other services. Documents of this kind will only be used in order to prepare quotations or provide the delivery that is due under the contract and/or other services. The business partner may not make the documents accessible to third parties, nor use them itself or allow third parties to use them without BOYSEN's express consent. No copies or other duplicates of the documents may be produced unless BOYSEN has expressly agreed to this in writing. The provisions regarding confidentiality pursuant to Section 18 remain unaffected.

(2) The business partner must immediately return the documents referred to in Para. 1 to BOYSEN at the business partner's expense as soon as BOYSEN requests that the business partner releases these documents, which BOYSEN will be entitled to do at any time. As soon as the business partner no longer needs the documents for the purpose of preparing the quotation and/or providing the delivery due under the contract and/or another service, the business partner must immediately return the documents at the business partner's expense without BOYSEN having to request that it does so. The business partner must destroy any copies or other duplicates that it makes of these documents at the latest at the point in time at which the documents (originals) are returned.

(3) In the event that deliverables have been developed and/or manufactured on the basis of (i) documents and/or confidential information (in particular expertise) originating from BOYSEN, and/or (ii) tools, equipment and models provided by BOYSEN or tools, provisions and models of this kind have been recreated, these may not be used by the business partner itself, nor be offered, sold or delivered to third parties.

Section 8 Tools – Equipment – Models

(1) Tools, equipment and models provided by BOYSEN to the business partner will remain the property of BOYSEN. In the event that the effectiveness of the retention of title is linked to certain formal and/or procedural requirements, in particular obligations relating to publication and/or registration, or if functionally equivalent security rights exist instead of retention of title, in accordance with the legal system of the country in which the tools, equipment and models are located for the purpose of fulfilling the contract, the business partner is obliged to advise BOYSEN of this fact before the tools, equipment and models are moved, and to guarantee and acknowledge that formal and/or procedural requirements of this kind, in particular obligations relating to publication and/or registration, will be carried out and/or that functionally equivalent security rights shall be created for the benefit of BOYSEN. Any breach of this contractual obligation will constitute a material breach of contract pursuant to Art. 25 of the UN Convention on Contracts for the International Sale of Goods. In cases under Clause 2, BOYSEN will be entitled at any time to demand that the business partner provide a directly enforceable guarantee or a guarantee payable upon first request from a credit institution located within the Federal Republic of Germany; furthermore, BOYSEN will be entitled to withhold a payment amount to the value of the tools, equipment and models from another contractual relationship within the business relationship with the business partner. The business partner must label the tools, equipment and models as the property of BOYSEN and they may only be used for the purpose of fulfilling the contract. Use of any other kind will require BOYSEN's consent.

(2) The business partner shall take charge and care of the tools, equipment and models free of charge and shall treat them with the best possible care and use them properly. The business partner shall draw up a list of all tools, equipment and models and shall independently maintain this list, updating and signing it on a daily basis. This list will contain five columns (BOYSEN part number, date of manufacture, supplier part number, type of tool, date of payment) and must be submitted to BOYSEN unprompted on the 1st of each month.

(3) The business partner also undertakes to maintain and repair the tools, equipment and models free of charge in accordance with generally accepted engineering practice.

(4) The business partner also undertakes to take out comprehensive insurance with adequate insurance cover against the usual risks, such as fire, water and theft.

(5) BOYSEN shall be entitled to inspect the tools, equipment and models at any time, having given reasonable notice.

(6) The business partner shall notify BOYSEN immediately in the event that the tools, equipment and models are damaged, destroyed or lost. The business partner shall do everything in its power to prevent third parties from interfering with property belonging to BOYSEN.

(7) The business partner will be obliged, at BOYSEN's request, to hand over the tools, equipment and models to BOYSEN in good condition and at its own expense in the event that BOYSEN has a legitimate interest in having the tools, equipment and models handed over to it. A legitimate interest will exist in the following cases in particular:

- Insolvency proceedings (including provisional proceedings, where applicable) being opened over the business partner's assets;
- Irrevocable breakdown of price negotiations and agreements for series purchased parts (compared to the market price);
- Persistent failure of the business partner to observe contractual obligations;
- Deterioration in the quality of series purchased parts;
- Persistently poor overall assessment of the business partner (classified "C") and lack of specific suggestions for improvement from the business partner.

(8) Tools, equipment and models may only be used for modification, relocation or scrap with BOYSEN's written approval. Tools, equipment and models will be retained for 15 years.

Section 9 Contractual compliance of deliverable – Quality management system

(1) The business partner shall guarantee and ensure that the deliverable, i.e. in particular all contractually agreed products, services, work, supplies and other services, complies with generally accepted engineering practice, as well as the contractually agreed and/or legally relevant (technical) data, in particular all applicable quality regulations, proprietary rights and other security regulations, and that all supplies and services are in accordance with the latest state of the art technological standards, the relevant legal regulations and the applicable regulations and guidelines set by authorities, professional associations and trade associations. The degree to which the deliverable complies with the contract will be determined in accordance with the technical safety and quality standards referred to in Clause 1, which apply in the Federal Republic of Germany and in those countries in which the deliverable and/or products manufactured using the deliverable is/are placed on the market. It is for the business partner to ascertain in advance the place in which the deliverable and/or the products manufactured using the deliverable will be marketed.

(2) The business partner is obliged to establish a modern (process-oriented) quality management system, based on ISO 9001 as a minimum, and to demonstrate at BOYSEN's request that this is in place. Unless otherwise agreed between BOYSEN and the business partner, the business partner's ultimate objective will be to comply with the IATF16949 quality standard.

(3) Where there is a presumed legitimate interest, BOYSEN will be entitled to review how effective the quality management system is by means of an on-site audit in consultation with the business partner. Only areas in which the business partner has and can demonstrate a legitimate interest in maintaining confidentiality will be excluded from the review.

(4) The business partner undertakes to comply with the generally valid VDA (German Association of the Automotive Industry) regulations in their current version. In the event that deviations from these regulations are necessary or appropriate on a case-by-case basis, the business partner must obtain the prior written consent of BOYSEN for these deviations.

(5) Series delivery may only begin once BOYSEN has accepted in writing what are known as the initial samples submitted by the business partner. Irrespective of this, the business partner must itself check the quality of the deliverables and subject them to a comprehensive initial check. In the event that customers of BOYSEN require other or more extensive quality checks, the business partner shall undertake these at its own expense and in agreement with BOYSEN.

(6) The business partner shall sign the BOYSEN Quality Assurance Agreement in its current version.

(7) The business partner undertakes, within the scope of financial and technical capabilities, to use environmentally friendly products and processes in its contractually agreed deliveries and other services and in respect of supplies or ancillary services provided by third parties. The business partner is liable for ensuring that the delivered products and packaging materials are environmentally compatible and is liable for all consequential damage as a result of violating statutory obligations pertaining to waste disposal.

(8) The business partner guarantees to comply with the relevant environmental protection legislation, in particular with regard to the ban on certain heavy metals in materials and components of vehicles placed on the market after 1 July 2003 (see Directive 2000/53/EC of the European Parliament and of the Council dated 18 September 2000 on end-of-life vehicles, and Commission Directive (EU) 2016/774 dated 18 May 2016 amending Annex II to Directive 2000/53/EC).

Section 10 Incoming and outgoing goods inspections – Notice of defects

(1) The quality inspection of incoming deliveries by BOYSEN (incoming goods inspection) will, unless otherwise agreed on a case-by-case basis, be carried out exclusively by means of random sampling. The business partner waives all objections that would mean that the statutory obligation to inspect and/or give notice of defects pursuant to Art. 38 and 39 of the UN Convention on Contracts for the International Sale of Goods would not be met. The provisions of Art. 38 and 39 of the UN Convention on Contracts for the International Sale of Goods are also expressly excluded, insofar as legally permissible. In the event that random sampling identifies parts that are in breach of the contract, BOYSEN will be entitled to either reject the entire delivery without further investigation or to carry out a further investigation and selection of OK parts at the expense of the business partner. In particular, the business partner authorises BOYSEN to take the necessary measures to avert risk or minimise damage on behalf and on account of the business partner immediately after the defect becomes known.

(2) The business partner is obliged to check the deliverable prior to delivery in order to ensure that it complies with the specifications specified on the order and in no way breaches the contract, whereby this check must be sufficiently documented by the business partner (obligation to carry out an outgoing goods inspection). In the event that the business partner violates the obligation to carry out the outgoing goods inspection, it shall also waive all objections pursuant to Art. 38 and 39 of the UN Convention on Contracts for the International Sale of Goods.

(3) In the event of a complaint, the business partner is obliged to pay BOYSEN an expense allowance of EUR 60.00 for the additional expenses incurred as a result of processing the complaint, e.g. for the notice of defect. BOYSEN reserves the right to furnish proof of higher expenditure.

Section 11 Claims as a result of non-compliance of the deliverable with the contract –Quality guarantee

(1) The business partner must deliver the deliverable in accordance with the contract and must provide any other contractually agreed service in accordance with the contract. In the event of the contract being breached (lack of conformity, defect of title, exposure to third-party proprietary rights), BOYSEN will be entitled to all statutory claims to the extent specified below in addition to the contractual claims governed by the BOYSEN conditions of purchase for foreign business transactions without restriction.

(2) In the event that the contract is breached within six months of the risk being transferred, it will be assumed that the deliverable or the service was already in breach of the contract when the risk was transferred, unless this assumption is incompatible with the type of deliverable, the service or the breach of the contract.

(3) BOYSEN will be entitled to demand supplementary performance from the business partner without setting a period of grace, to reduce the purchase price (reduction) and to demand compensation for damages. The business partner's right to rectify the defect pursuant to Art. 48 UN Convention on Contracts for the International Sale of Goods is excluded. Furthermore, BOYSEN is be entitled to declare the contract annulled if the business partner's breach of obligation is material or if the business partner fails to deliver after a period of grace set by BOYSEN has lapsed without having been successful or declares that it will not be delivering within this period. The adequacy of the period of grace will be based on the commercial importance of timely delivery and may be very short on a case-by-case basis (e.g. 24 or 48 hours after the contractually agreed delivery date). In the context of subsequent performance, BOYSEN will be entitled to demand, at its own discretion, that the business partner rectify the breach of the contract or deliver goods in accordance with the contract. The business partner is obliged to cover all expenses necessary for the purpose of rectifying the breach of contract, providing replacement delivery or rectifying damage, in particular transportation, travel, labour and material costs. In the event that the business partner fails to rectify the breach of contract or provide replacement delivery within a reasonable period set by BOYSEN, or in the event that it is impossible to rectify the breach of contract, or rectification fails, BOYSEN will be entitled to withdraw from the contract and claim damages. In urgent cases, in particular to prevent acute risks or to avoid major damage, BOYSEN will be entitled, having notified the business partner in advance, to rectify the breach of contract itself or to have this carried out by third parties at the business partner's expense.

(4) In accepting the deliverable or in approving submitted samples or specimens, BOYSEN is not waiving any legal remedy for breach of contract. Payments made by BOYSEN do not constitute acknowledgement of contractual compliance of the deliverable or service.

(5) The limitation period for claims on the part of BOYSEN as a result of the deliverable breaching the contract will begin when it is delivered (handed over) to BOYSEN or, in the case of a delivery to a third party, to the third party's point of receipt or point of use as specified by BOYSEN. Where acceptance is agreed, the limitation period will begin with acceptance. In the event that the business partner is liable for assembling the deliverable as well as for delivering it, the limitation period will begin when, having been successfully assembled, the commissioned deliverable is accepted. In respect of machines and systems, the acceptance date will be determined according to the date specified in BOYSEN's written declaration of acceptance. In the event of a replacement delivery or the breach of contract being rectified, the limitation period for replaced or repaired parts will start again at the time of replacement delivery or when conformity

is restored. This will not apply if the replacement delivery is carried out or the breach of contract is rectified without there being a legal obligation (as a gesture of goodwill).

(6) Unless otherwise expressly agreed in writing between BOYSEN and the business partner on a case-by-case basis, the limitation period in the event of a breach of contract will be 24 months. The limitation period of 24 months will apply accordingly to claims arising from defects of title.

(7) Once the business partner has received the notice of defects originating from BOYSEN, the limitation of claims due to a contract violation will be blocked until the business partner either rejects BOYSEN's claims or declares the breach of contract violation or otherwise refuses to continue negotiations in relation to BOYSEN's claims. Once the contracting parties unanimously agree, Art. 39 Para. 2 of the UN Convention on Contracts for the International Sale of Goods will be excluded.

(8) Guaranteed characteristics (quality guarantees) will be deemed to include all dimensions on drawings, the technical specifications and all contents of mandatory specifications forming the basis of the contractual relationship. Further guarantees may be agreed by way of individual contracts. For the warranty period, Paras. 5, 6 and 7 will apply accordingly, unless otherwise agreed by way of individual contracts.

(9) The business partner shall take out business liability insurance with extended product liability cover including provision for inspection and recall costs to cover risks in the event of a breach of contract or breach of a quality guarantee, with cover appropriate for each claim, particularly with regard to the risk of damage, and without an annual ceiling on the part of the insurer. The business partner shall provide confirmation of insurance at BOYSEN's request. In addition, the cover must also extend to damages abroad, in deviation from Section 7.9 of the German General Terms and Conditions of Insurance for Liability Insurance. The business partner must notify BOYSEN immediately if and to the extent that, according to the terms of the business partner's business liability insurance, cover for the USA and/or Canada is excluded.

Section 12 Product liability

(1) In the case of product liability damages, BOYSEN will be entitled without limitation to the statutory claims under Swiss substantive law and/or, in the event that other relevant substantive law and/or German substantive law provides for further claims, to the statutory claims under this right.

(2) The business partner will be liable for all claims asserted by third parties for personal injury or damage to property that are due to a defective product supplied by it and is obliged to indemnify BOYSEN from any liability resulting from this towards these third parties. In the event that BOYSEN is obliged to carry out a product recall affecting third parties due to a deliverable delivered by the business partner being faulty, the business partner shall cover all costs associated with the product recall.

(3) The provisions of Section 11 remain unaffected. This applies in particular to the obligation to take out product liability insurance pursuant to Section 11, Clause 9.

Section 13 Liability

(1) BOYSEN will be liable, for whatever legal reason, in the case of intent and gross negligence as well as in the case of loss of life, physical injury or damage to health as well as in all (other) cases of mandatory legal liability according to Swiss substantive law.

(2) Liability on the part of BOYSEN is excluded in all other cases.

Section 14 Force majeure

(1) War, civil war, export restrictions or trade restrictions resulting from a change in political conditions as well as strikes, lockouts, operational disruptions, operating restrictions or similar events that mean BOYSEN is unable to fulfil the contract or it is unreasonable for it to do so will be deemed a force majeure and will release BOYSEN from its contractual obligations for as long as the event persists, in particular, from the obligation to accept the deliverable on time.

(2) In the event that the deliverable is unable to be promptly accepted by BOYSEN due to a force majeure as well as due to other, unforeseen obstacles or obstacles beyond BOYSEN's control that are affecting acceptance of the deliverable, the acceptance period will be extended appropriately and there will be no default in acceptance. This will also apply if these events occur at a time when BOYSEN has already defaulted. The contracting partners are obliged to tailor their obligations to the altered contractual relations in good faith. BOYSEN will be released wholly or in part from the obligation to accept the ordered deliverable or the contractually agreed service and will to this extent be entitled to withdraw from the contract if the deliverable or the other service is no longer usable due to the delay caused to BOYSEN by force majeure, having taken financial considerations into account.

Section 15 Third party proprietary rights

(1) The business partner guarantees and gives assurance that the deliverable does not infringe any commercial or other intellectual proprietary rights of third parties in countries of the European Union or other countries in which it manufactures or instigates the manufacture of the deliverable or components thereof.

(2) The business partner is obliged to indemnify BOYSEN from all claims that third parties raise against BOYSEN as a result of commercial or other proprietary rights referred to in Para. 1 being violated, and to reimburse BOYSEN for all necessary expenses in connection with a claim of this kind. This right of indemnification is independent of any culpability on the part of the business partner. In this case, BOYSEN will also be entitled to obtain, at the expense of the business partner, the necessary approval from the owner of proprietary rights of this kind to be able to deliver, commission, use, resell, etc. the deliverable.

(3) All further legal claims on the part of BOYSEN as a result of defects of title in relation to the deliverable remain unaffected.

Section 16 Proprietary rights of BOYSEN and the business partner

(1) The business partner undertakes to transfer to BOYSEN all transferable rights to products or work results in connection with the deliverable that have been individually manufactured or developed for BOYSEN.

(2) To the extent that the rights to products or work results referred to in Para. 1 are not, for legal reasons, transferable, the business partner shall grant BOYSEN an exclusive, free, transferable right that is unlimited in terms of time/location to use these products or work results for all types of use.

(3) Insofar as products or work results have not been individually manufactured or developed for BOYSEN, the business partner shall grant BOYSEN a non-exclusive, free, transferable right of use that is unlimited in terms of time/location.

Section 17 Spare parts

(1) The business partner is obliged to keep spare parts relating to the deliverable for a period of at least 15 years after the last delivery to BOYSEN.

(2) In the event that the business partner intends to discontinue production and/or distribution of spare parts relating to the deliverable after the retention period specified in Para. 1 has expired, it shall notify BOYSEN of this immediately after the decision to discontinue is made. This decision must be adopted at least 12 months before production and/or distribution actually ceases.

(3) If and to the extent that the business partner ceases to manufacture and/or distribute spare parts pursuant to Para. 2, it shall bear the costs incurred by BOYSEN as a result of continuing to safeguard the supply of spare parts, in particular in connection with relocating the production of spare parts to third parties or in-house production, including storage.

Section 18 Confidentiality

(1) The business partner is obliged to treat all information and documentation that it obtains orally, in writing or in any other form, directly or indirectly as part of the business relationship with BOYSEN as strictly confidential and to use them only for the purpose of executing the contract. In particular, the business partner assures BOYSEN that it will neither pass on this information or documentation to third parties nor make them accessible to third parties in any other form and that it will prevent access by third parties to this information and documentation by taking all reasonable and necessary precautions.

(2) The business partner may neither, for the purposes of advertising, refer to the fact that the business relationship exists, nor put on display deliverables made for BOYSEN, without BOYSEN's prior written consent.

(3) The business partner shall place a contractual obligation on its employees, consultants and its own business partners (e.g. subcontractors) in accordance with this Section 18 and, if requested by BOYSEN, demonstrate that the corresponding contractual undertakings are in place.

(4) This obligation to maintain confidentiality will apply throughout the term of the business relationship and will remain in full force and effect for a period of 10 years from the date the business relationship is terminated.

(5) The business partner shall sign the BOYSEN Non-Disclosure Agreement.

Section 19 Code of Conduct ("BOYSEN Supplier Code of Conduct")

The business partner and BOYSEN shall sign the BOYSEN Supplier Code of Conduct in its current version and shall use it as a basis for its business relationship.

Section 20 Information about data processing and data protection

(1) Within the context of business relationships with business partners, BOYSEN may collate and process personal data insofar as this is necessary in order to fulfil and execute the business relationship and/or there is a legal obligation to do so. In this respect, BOYSEN shall comply with the requirements of the applicable legal provisions, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data, and on repealing Directive 95/46/EC (General Data Protection Regulation (GDPR)).

(2) Personal data pursuant to the GDPR is any information relating to an identified or identifiable individual.

(3) The responsible body pursuant to the GDPR is Friedrich Boysen GmbH & Co. KG, represented by CEO: Rolf Geisel, Friedrich-Boysen-Strasse 14-17, 72213 Altensteig, Germany, Phone: + 49 (0) 7453-20-0, Fax: + 49 (0) 7453/20-227, Email: datenschutzbeauftragter@boysen-online.de

(4) Personal data will only be passed on/transmitted to third parties if this is necessary for the purposes of the business relationship, if there is a legal obligation or if the business partner has consented to the personal data being passed on/transmitted. The personal data that is passed on/transmitted may only be used by the third parties for the purpose of performing their respective tasks. Any other use of the personal data is not permitted.

(5) BOYSEN shall not use the business partner's data for advertising, market research or opinion polling purposes without the business partner's prior consent.

(6) The business partner is entitled to withdraw its consent to personal data being collated and processed with future effect at any time. Exempt from this withdrawal is personal data, the deletion of which would contravene retention periods based on a statutory regulation and/or based on legal decrees. This also applies to personal data that is necessary for the purpose of fulfilling and handling the business relationship with the business partner.

(7) BOYSEN shall take appropriate technical and organisational measures to ensure data security and shall keep a record of processing activities on the basis of the relevant statutory provisions (e.g. GDPR).

(8) BOYSEN shall, on the basis of the relevant legal regulations (e.g. GDPR), provide information at any time about the personal data processed in relation to the business partner. The business partner may be entitled to rectify, delete or restrict its personal data.

(9) All requests made by the business partner in connection with data protection (requests for information, requests for access, objections, revocation) must be directed in writing, clearly identifying the data subject(s), exclusively to:

Friedrich Boysen GmbH & Co. KG
Friedrich-Boysen-Strasse 14-17
72213 Altensteig, Germany
Fax: + 49 (0) 7453/20-227
Email: datenschutzbeauftragter@boysen-online.de

Section 21 Settling disputes through negotiation – Mediation

(1) In the event of a dispute between BOYSEN and the business partner in connection with the business relationship between the contracting parties, the parties are obliged to initiate and conduct negotiations for the purpose of preventing and/or ending conflict before initiating mediation or (arbitration) court proceedings, in accordance with the following provisions: (i) Each contracting party shall, within two weeks of the dispute occurring or upon request by the other contracting party, summarise in writing (in a position paper) its own position on the dispute (presentation of the facts, legal justification, evidence, quantification of claims) and shall immediately send it to the other contracting party. (ii) Once the position papers have been mutually exchanged, a joint (initial) meeting will be held between the contracting parties within two weeks of receiving the last position paper. This meeting is to be held on either party's premises or in a neutral location. There should be an equal number of people attending the meeting for each contracting party and this number must be communicated in good time before the meeting is held. During the meeting, each contracting party must be represented by at least one person who is capable and entitled to conclude a settlement of the dispute on behalf of and on account of that contracting party. (iii) If no agreement is reached during this first meeting, each contracting party may request that another (second) meeting be held. This second meeting will again take place at the premises of the other contracting party or at a neutral location within two weeks of the first meeting date at the latest. (iv) If and to the extent that an agreement cannot be reached during the second meeting, the failure of the negotiations will be declared jointly or by one of the contracting parties. After having declared that the contract negotiations have failed, each contracting party may request that mediation be initiated (Para. 2). (v) Periods of limitation and contractual exclusion will be suspended from the date the respective position paper is received. The suspension will last until the last calendar day of the month in which the failure of the negotiations is declared. Judicial summary proceedings or filing an action to suspend a statutory exclusion period remain admissible at any time. (vi) If and to the extent an agreement is reached within the framework of the negotiations, it will be documented in writing by means of an agreement or a joint protocol. If legal advisers participate in the negotiations, the settlement may be co-signed by them for the purpose of providing evidence.

(2) In the event of a failure to reach an agreement within the framework of negotiations on the basis of the proceedings referred to in Para. 1, BOYSEN and the business partner shall conduct mediation proceedings (skilled arbitration) in order to resolve all disputes arising from the business relationship. If and to the extent that the contracting parties do not agree on individual provisions for conducting mediation, mediation proceedings will be carried out in accordance with the mediation regulations of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS (German Institute for Arbitration)). In the case of mediation proceedings, a single mediator will be appointed. The language of the proceedings will be German or English, at BOYSEN's discretion. The location of the mediation proceedings will be within the Federal Republic of Germany and will be determined by BOYSEN in the event that an amicable agreement cannot be reached between the parties during these proceedings.

(3) It will not be necessary to initiate and execute negotiations pursuant to Para. 1 or mediation proceedings pursuant to Para. 2 if one of the two parties expresses in writing that it is definitively not prepared to settle the dispute by mutual consent under any circumstances.

Section 22 Arbitration clause – Place of jurisdiction

(1) If and to the extent that mediation pursuant to Section 21 has failed, each contracting party will be entitled to have the dispute settled by means of a(n) (arbitration) court ruling. The contracting party at whose request the other contracting party is initially served an (arbitration) action may choose between initiating arbitration proceedings in accordance with the rules of arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS (German Institute for Arbitration)), excluding due legal process or bringing an action before a state court (due legal process).

(2) In the event of arbitration proceedings, a decision will be taken by a single arbitrator. The language of the proceedings will be German or English. The location of the arbitration proceedings will be within the Federal Republic of Germany and will be determined by BOYSEN in the event that an amicable agreement cannot be reached between the parties during these proceedings.

(3) In the event of action being brought before a state court (due legal process), the exclusive court of jurisdiction for all disputes arising from the business relationship, irrespective of the legal basis (e.g. contractual, non-contractual/criminal, statutory claims), will be the location of BOYSEN's registered office, although BOYSEN will also be entitled to bring an action before the state courts in the location of the business partner's registered office.

Section 23 Applicable law

(1) The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("**UN Convention on Contracts for the International Sale of Goods" or "CISG"**) will apply to the entire business relationship between BOYSEN and the business partner, in particular to the BOYSEN conditions of purchase for foreign business transactions and all contracts concluded between BOYSEN and the business partner in the context of the business relationship.

(2) Questions relating to matters governed by the UN Convention on Contracts for the International Sale of Goods but not expressly decided within this Convention will be decided on the basis of the general principles underlying the UN Convention on Contracts for the International Sale of Goods.

(3) In the event that the principles of the UN Convention on Contracts for the International Sale of Goods referred to in Para. 2 are not in place, insofar as certain provisions of the UN Convention on Contracts for the International Sale of Goods have been excluded according to the wishes of the contracting parties and/or insofar as certain subjects and questions are excluded from the scope of the UN Convention on Contracts for the International Sale of Goods, Swiss substantive law will apply in addition, unless the BOYSEN conditions of purchase for foreign business transactions or the contracts concluded between BOYSEN and the business partner expressly refer to another legal order (e.g. German substantive law).

Section 24 Final provisions

(1) Unless otherwise expressly agreed, the place of fulfilment for the obligation to deliver the deliverable and/or provide any other service will be the place to which the deliverable is to be delivered as agreed in the contract and/or the other service is to be provided; if this place is not contractually stipulated, the place of fulfilment will be BOYSEN's registered office.

(2) If individual provisions of these contractual conditions are or become invalid, this will not affect the validity of the remaining provisions. If a partial clause is or becomes invalid, this will not affect the validity of the remainder of the clause insofar as it can be separated from the partial clause in terms of content, is otherwise comprehensible in and of itself and constitutes a remaining meaningful provision in the overall context of the contract.

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