AIS Group
Automotive Interior Systems

General Purchase Conditions for the Purchase of Goods and Services

of

AIS Automotive Interior Systems GmbH

- in the following referred to as "Purchaser" -

§ 1 Scope of Application

1. The General Purchase Conditions of the Purchaser shall apply for any - including future - orders and/or services rendered to the Purchaser by a Supplier. Performances in terms of these conditions are in particular work deliveries and services of all kinds.
2. The Purchaser's conditions of purchase shall apply exclusively; the Purchaser shall not accept any contradictory conditions nor any General terms of the Supplier which are deviating from these purchase conditions unless the Purchaser has expressly accepted these in writing in particular cases.
3. The Purchaser's conditions of purchase are deemed accepted in their entirety by the Supplier when the Supplier accepts an order or starts supplying goods or rendering services. The Purchaser's conditions of purchase shall apply even if the Purchaser, being aware of contradictory Supplier conditions or those deviating from its own conditions, accepts the Supplier's delivery or performance without reservation.

§ 2 Conclusion of the Contract

1. All declarations made with regard to the conclusion of a contract such as orders, offers or order confirmations, as well as contractual amendments and subsequent agreements regarding additional goods or services shall have to be made in writing. The electronic communication shall be considered as sufficient to comply with the written form requirement.
2. Order confirmations shall have to be fully consistent with the order regarding its content and shall have to include the order number and date of order, unless it has been otherwise agreed.
If the Purchaser provides a confirmation form, this shall have to be used.
3. If the Supplier does not accept the order within the period stated in the order, at the latest however, within two weeks upon receipt, the Purchaser shall no longer be bound to its order

§ 3 Prices, Conditions of Payment

1. The prices agreed are fixed prices. Price adjustment clauses or price reservations require the explicit written confirmation of the Purchaser in order to be effective.
2. The price includes transport and packaging pursuant to the delivery conditions "DAP" (according to Incoterms 2010) to the place of delivery stated in the order.
3. Only after explicit agreement, the Purchaser will bear the costs for packaging, freight and further delivery costs such as transport inscurance. In such cases the Supplier shall always have to select the cheapest freight route; as to this the Purchaser reserves the right to select the forwarding agent. Packaging material may be returned free of charge by the Purchaser.
4. Invoices shall have to be made out in proper form, they shall have to be auditable and shall have to comply with the respectively fiscal requirements. In particular, the invoices shall have to include the correct corporate name, the Supplier's tax number or sales tax identification number as well as the order number stated in the order. The sales tax shall have to be shown separately.
Invoices shall have to be submitted separately to the Purchaser immediately after the delivery, that is to say that they shall not be attached to the delivery.

by it or their packaging contain substances which are regulated by REACH, these are registered according to REACH requirements. He shall undertake to submit the entire information and documentation required by the regulation to the Purchaser within the deadlines specified in REACH/CLP and/or to immediately pass his pre-supplier's information on to the Purchaser. In particular, he shall have to ensure that the supplied goods/products do not contain any substances which due to statutory or other regulations are prohibited, restricted or which are subject to authorization (e.g. SVHC, GADSL, customer specifications, etc.).

§ 17 Compliance

The Supplier shall be obligated not to commit a tort and to abstain from doing anything which may lead to criminal liability of anyone employed with the Supplier or any other third person for fraud or breach of trust, criminal insolvency offences, offences against competition, granting an undue advantage, accepting advantage, bribery, corruption or any other comparable offences.

In the event of a violation of this provision, the Purchaser shall be entitled to immediately withdraw from the contract and to terminate all existing legal transactions with the Supplier as well as to break off all negotiations with him.

Irrespective of the above, the Supplier shall be under the obligation to comply with all laws and regulations relevant to him and the business relation with AIS.

§ 18 Ethical Guideline Ethikgrundsatz

The Supplier shall guarantee that it will observe the human rights under the Charta of the United Nations in all its companies and that in particular there will be no child labor whatsoever and no discrimination for race or ethnic background, sex, religion or ideology, for disability, age or the sexual identity nor for the affiliation to labor unions.

§ 19 General Provisions

1. If insolvency proceedings are instituted against one Party's assets, the other Party shall be entitled to rescind the contract with regard to the non-performed part.
2. Unless explicitly agreed otherwise, the INCOTERMS 2010 shall be applicable for the interpretation of the international commercial terms.
3. The contract shall exclusively be governed by the laws of the Federal Republic of Germany with the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Amendments and supplements shall require a written agreement. The waiver of the requirement of written form shall be possible only by agreement in writing.
5. The place of performance for delivery and payment shall be Aschaffenburg or a place requested by the Purchaser.
6. Place of jurisdiction for any suit the Purchaser might file against the Supplier, shall be the Purchaser's company headquarters or, at the Purchaser's option, the jurisdiction at the Supplier's registered office. For suits the Supplier might file against the Purchaser, the place of jurisdiction shall be the respective company location of the Purchaser.
7. Should individual provisions of the foregoing purchase conditions or the other contractual agreements between the Parties be or become legally void, this shall not affect the validity of the remaining provisions and agreements. In such case, the provision concerned shall be replaced by a statutory provision or one which the Parties would have permissibly agreed upon in good faith and trust if they had been aware of the ineffectiveness of the provision. The same shall apply for any unintended omissions.

AIS Automotive Interior Systems GmbH As at: January 15, 2018