

HELLA. SOE GENERAL TERMS AND CONDITIONS OF SALE - SPECIALIST MANUFACTURERS 2018

These General Terms and Conditions of Sale (hereinafter the "GTCS") govern relations between HELLA S.A.S.(hereinafter "HELLA") and the client (hereinafter the "Client") in connection with the supply of products to be originally fitted on vehicles, machines or products of whatsoever nature and repair activities associated.

I. GENERAL REMARKS

- Any order placed implies acceptance without reserve of the general terms and conditions of sale below which alone govern HELLA sales to the express exclusion of the Client's general terms and conditions or any other document provided by the Client, any provisions therein being automatically null and void without the need for any formal proceedings.
- The mere fact that HELLA does not avail itself at a given moment of any one of these General Terms and Conditions of Sale shall not be construed as amounting to a waiver of the right to subsequently avail itself of any one of the said Conditions.

II. ORDER

- Catalogue parts:
- All orders placed by the Client with HELLA must be done in writing. An order is considered to be firm (i) either from the moment the acknowledgement has been sent to the Client stating that its order has been received, (ii) or once the Client has accepted the offer sent to it by HELLA, (iii) or upon receipt by the Client of the goods referred to in the order.
- The order states the number of products desired, the possible duration of the supply as well as a detailed description of the Products. The precise details of each product ordered will be included in the purchased order, either by indicating the product's catalogue reference, or by producing a copy of the offer or the quote specially created by HELLA and accepted by the Client.
- Therefore, orders placed by fax, EDI, Internet and telephone are accepted solely under the responsibility of the Client.
- HELLA reserves the right to carry out any technical modification (or improvement) to its products without prior notice.
- Non-catalogued parts:
- Any order placed by the Client for specific non-catalogued parts must be placed in accordance with the following procedure:
 - Written request from the Client - the Client must request a quote from HELLA in which must be specified the type of product, the number of products desired, the specific features and possible use of the product;
 - Quote from HELLA : Based on the Client's request, HELLA shall send a written quote;
 - Order confirmation: The Client shall send written confirmation of their order, which shall constitute acceptance of the HELLA quote.
- HELLA thus reserves the right to not follow up any order that has not been confirmed in advance by it.
- Any offer or quote communicated by HELLA to the Client is valid for a period of three (3) months only.
- If the Client were to submit to HELLA their own plans, models, designs, studies or prototypes required to produce or create a specific part, they agree to forward them to HELLA within a reasonable time frame in order to allow the latter to study them before starting to produce / manufacture.
- Failing strict compliance with the procedure described above, an off-catalogue order may be deemed to have been accepted and be binding upon the Client under the conditions as provided for in § 3 above.

III. PRICES

- Our prices are exc. VAT, any duties and taxes in addition are to be borne by the buyer.
- We reserve the right to amend our prices without prior notice.
- The prices applied are those in force on the day of delivery.
- Any change to the details having served to fix our prices (in particular currency parities, increase in raw materials cost) may, without prior notice, be passed on when invoicing our products.
- In the event of specific tooling designed for the order of an off-catalogue product, the cost of this design shall be the subject of special and separate invoicing.
- Our prices are ex works, and do not include insurance, packaging and transportation. Our minimum carriage paid order is €700 net per delivery exc. VAT. Express delivery is always paid for by the Client.
In the event that a discount were to be granted, the VAT mentioned on the invoices will be reduced by the amount of the VAT relating to the discount.

IV. DELIVERY

- Delivery deadlines are given for information. If applicable, the starting point of the delivery time is delayed until the effective payment of the deposit provided for in the order.
Under no circumstances shall late deliveries give rise to damages or to the cancellation of orders in progress.
- All our goods are sold, ex works and delivery deemed to have been done once the goods are made available in our warehouses to the buyer and/or any third party designated by them. Delivery entails transfer of risks of any nature to the Client who therefore agrees to take out all insurance policies in this regard.
Packaging and dispatch of the products are carried out by HELLA on behalf of and at the expense of the Client. Moreover, packaging and dispatch are always carried out at the risk of the buyer who must take out all appropriate insurance policies in this respect.
This applies even in the case of transportation carried out, if applicable free of charge, by HELLA and/or a transporter mandated by HELLA.
- The type of packaging and wrapping required to transport the products shall be freely chosen by HELLA, unless otherwise requested and agreed with the Client.

V. RETENTION OF TITLE

- In accordance with the provision of article 1196 of the French civil code, the title of the goods and products sold is only transferred to the buyer after payment in full, without prejudice to the transfer of risks that occurs immediately upon delivery of the products to the buyer who agrees to take out all the insurance policies required to cover such risks.
- The Client agrees to take all necessary measures to protect and customize the products delivered and to inform HELLA thereof such as to allow it to freely access the premises where the goods and products are to be stored.
- If the Client were to fail to fulfill any one of its obligations, HELLA may, eight (8) days after sending formal notice that was not acted upon, claim and retake possession of the product(s) delivered without prejudice to any damages and other rights and actions permitted to HELLA under this agreement. This claim may, as chosen by HELLA, relate to all commercial relations in place on the day of the non-compliance. The goods shall be returned to the HELLA warehouses at the risks of the buyer in default.
- If the products were to be resold by the Client, the latter agrees to assign to HELLA its claim to the resale price of these goods by way of guarantee of the payment of the HELLA products, and HELLA is authorized as of now to claim payment directly from the buyer up to the amount of its own claim.
- In the event of the seizure of the products, in the Client's possession, that still belong, in whole or in part, to HELLA, the Client must immediately inform HELLA thereof. All the costs engaged to put an end to the distraint by a third party of products belonging to HELLA are to be borne by the Client.

VI. PAYMENT

- Our invoices are payable at our head office, at thirty (30) days net end of month statement date, by transfer or cash depending on the conditions to be defined with HELLA.
After this period HELLA will, if necessary, add any unduly deducted discount to the Client's debit account.
- Any delay in payment of an installment automatically and without any prior formal notice leads to:
 - The whole of our claims on the buyer becoming immediately payable.
 - The suspension of the performance and resolution of the orders in progress if so decided by HELLA.
 - The cancellation of all the credits and discounts exc. rights acquired on invoices already raised or to be raised.
 - The payment of interest for late payment at a rate of three times the legal rate of interest in force, plus all taxes, borne by the Client, each month on the whole of the amounts payable from the first day following the due date and up until complete payment.
 - In the event of non-compliance as referred to above, any recovery costs relating to any unpaid amounts that are partially or totally incurred by HELLA, of whatsoever nature (bailiff's fees, lawyers' costs and fees, recovery costs) shall be borne by the defaulting buyer.
 - According to the article 1220 of the French civil code, HELLA will be entitled to suspend its delivery if obviously the Client will not comply with its obligation in time. HELLA will notify its decision by registered letter as soon as the decision is made.
- Cash payment, or payment of a deposit, or the supply of a financial guarantee (such as a bank guarantee) may notably be required by HELLA, due to the number of products to be manufactured and/or the specific features of the products ordered, or again if the assessment of the risk for HELLA changes for any reason whatsoever.

If the Client fails to provide the above-mentioned guarantee, HELLA may suspend the execution of the order(s).

- The buyer shall not rely upon a claim against the seller to defer the payment of an installment in full or in part.
- By express agreement, HELLA shall always have the right to set-off amounts it owes to the customer against amounts due by the customer to HELLA.

VII. OUT OF WARRANTY CLAIM AND RETURN

- The Client undertakes to check the products, their condition, quantity, quality, conformity and apparent defects as soon as they are unloaded and to notify HELLA by RAR of any damage, partial loss or missing delivery within twenty-four (24) hours of receipt of delivery and any apparent defects or defects within eight (8) days of delivery of the Products.

In the event of the products are delivered in our warehouse in Blanc-Mesnil, the control must be made by the Client at the removal.

When no such notification has been given within the required time, no claim of the Client will be admissible due to the nature, condition, quantity, quality, damage, anomaly, a partial loss, a lack of conformity or an apparent defect of the products delivered.

Claims do not entitle the customer to postpone the payment of Products received and in accordance with its orders. Moreover, in the event of a damage, a partial loss or missing, the Client or his agent will have to make any necessary findings, to take any protective measures provided for by law, under penalty of incurring its personal liability.

The Client must notify its reservations by registered letter with acknowledgment of receipt to the carrier (with a copy to HELLA) within three (3) days, excluding public holidays, following receipt of the products in accordance with the article L133- 3 of the French commercial code, under penalty of losing all recourse against those responsible and, if applicable, against HELLA.

As the products are not subject to any obligation to be affix or identified by lot's numbers, no claim relating to lot's numbers will be admissible on the part of the Client.

VIII. OUT-OF-WARRANTY RETURN

- HELLA's products are sold firm. They can exceptionally be taken back only with a written acceptance by order of compensation in accordance with our return procedure available on request.
- The returned goods must be in perfect condition, in their original conditioning and packaging, and must not show signs of disassembly, installation or use. The corresponding credit will be subject to an abatement of 10% to 50% according to the procedures defined in the procedure available on request, on the price initially invoiced (invoice attached).
- The returned goods travel at the expense of the Client (return postage paid).
- No return of less than 500 € H.T will be accepted.

IX. SUB-CONTRACTING

- In connection with the manufacture of a specific part ordered by the Client and that would require special technical competence, HELLA reserves the right to employ, for all or part of the production of this part, one or more sub-contractors.
- Any parts produced by the sub-contractor(s) on behalf of HELLA are guaranteed in accordance with the guarantee provisions for HELLA products as defined in the "WARRANTY" paragraph.

X. WARRANTY

- HELLA products are warranted under the legal warranty of hidden defects and defective products
- HELLA agrees to provide products compliant with the order, under the conditions as agreed with the Client.
- The contractual warranty applies for a period expiring twenty-four (24) months after the date of delivery.
- The warranty applies solely to products invoiced by HELLA that legibly show the indications relating to the brand and traceability or the reference label affixed by HELLA.
- The warranty is excluded if the defect is caused by abnormal conditions of use, in particular - by overloading, defective maintenance, an application that was not specified and not strictly defined in the order or contrary to the safety precautions regarding use supplied along with the product, an assembly that does not comply with the instructions provided by HELLA or that is contrary to the rules of the trade, inappropriate storage, other components or additional equipment, if spare parts that are non-compliant with the original parts are used or if changes are made to the products without the express agreement of HELLA, or again by normal wear and tear of the products.
- The Client must, as soon as a defect or non-conformity of the products supplied is noticed, inform HELLA thereof within ten (10) days by registered letter with acknowledgement of receipt. Failing this the Client loses its warranty entitlement.
- A part is deemed defective if HELLA has been able to duplicate the defect noted by the Client by reference and comparison to normal conditions of use in the context of a technical analysis carried out by HELLA.
- The warranty is expressly limited to the free replacement or repair of the defective parts, or to the reimbursement of the products to the exclusion of any indemnity for any cause whatsoever. The labor costs for the disassembly and reassembly of these products on vehicles or other equipment, and if applicable the travel costs for a fitter from our company are to be borne by the Client.
- The choice between the replacement or reimbursement of any product recognized as being defective is made exclusively by HELLA.
- Replacements carried out in respect of the warranty cannot have the effect of prolonging the initial duration of such warranty (unless the product was to prove unavailable for more than fifteen (15) days).
- Products or elements replaced by HELLA become its property.
- For any warranty claim, the Client must send a report in which the file number, the type of product, serial number of the

- product, if any, number of hours of use, repair date and more generally any information needed for the accurate customization of the product considered, as well as the clear description of the alleged defect.
49. For any returns of goods for warranty, or claims, a returns request (RMA) must, without fail, be submitted. This RMA number will be exclusively assigned by the customer account manager, after examination of the file including the copy of the delivery note or the corresponding invoice.
This RMA number must be clearly marked in large characters on the package (overwrapping) returned to HELLA, if this is not done, it will, without fail, be refused and sent back at the Client's cost.
50. Any warranty claim submitted by the Client is considered to be pending until HELLA has reached a decision.
In the event of an acknowledged defect on several products in the same series, HELLA may, if necessary, take all necessary measures to rectify the defect, such as returning one or more parts from the same series, or recalling the products.
- XI. LIABILITY
51. HELLA may not be held liable for any damage caused directly or indirectly by any equipment or component not invoiced by it, and/or for other equipment or components used to be incorporated into an assembly. More specifically, HELLA shall not be liable when the failure of one of its parts is caused by other adjacent components or components with which it is associated.
52. HELLA cannot be held liable for the non-compliance with a standard of any nature whatsoever not expressly provided for at the time of the order and applicable to the goods in which the product is or must be incorporated.
53. HELLA cannot not be held liable for any moral prejudice such as loss of customers, loss of revenues, loss of production, margin or image, or actions initiated by a third party against the Client or the conviction of the latter.
54. The liability of HELLA in respect of the manufacture and sale of its products for any damage of whatsoever nature shall be limited to twice the amount of the product concerned by the dispute.
55. In the event of a special off catalogue order, any defect resulting from the plans, studies, or models provided by the Client shall not engage the liability of HELLA. The same applies in the event of non-transmission of information needed for the order within the required deadlines and requested by HELLA.
- XII. INDUSTRIAL PROPERTY
56. Any drawings, diagrams, specifications, technical and commercial nomenclatures, recommendation documents, test results, industrial catalogues, brochures, notices, patents, models and designs communicated if applicable by HELLA to the Client to prepare and fulfill the order and, more generally, all rights of whatsoever nature that may be attached to the products manufactured and/or sold are and remain the property of the HELLA group. Consequently, the Client shall refrain from disclosing or duplicating them without the prior approval of HELLA and more generally shall not in any way infringe the rights of HELLA.
57. The products and their packaging are sold under the trademark HELLA or under a trademark belonging to the HELLA group, to the exclusion of any other trademark except express written agreement from HELLA.
58. In the event that the Client itself were to provide HELLA with drawings, models, designs, studies or prototypes needed to prepare or manufacture the product ordered, all intellectual property rights relating thereto will remain the property of the Client. Consequently, HELLA shall refrain from disclosing or duplicating them without the Client's prior approval. In this case, the Client grants HELLA an exclusive non-transferable user and reproduction license attached to such drawings, models, designs and studies that will be strictly limited to the duration of the order, save provisions to the contrary agreed between the Client and HELLA.
59. Similarly, if the Client were to provide HELLA with tools, moulds, or other equipment required to manufacture a specific part, HELLA agrees to return them at the end of the order.
60. In the event that the order for a specific product were to require HELLA to design specific tooling, molds or equipment, the intellectual property rights relating thereto shall remain the entire and exclusive property of the HELLA group save prior written agreement offering the possibility of a repurchase by the Client.
61. In the event of the assigning of the Intellectual Property rights attached to the moulds, tooling or specific equipment by HELLA to the Client, the Client agrees to grant HELLA a license to use and duplicate said rights for the period of protection of such rights. In any event, such assignment by HELLA shall not concern the rights acquired, if applicable previously, and/or independent of the order, by HELLA. For these rights as for those resulting from the design, HELLA shall grant the Client a user license.
62. Moreover, the Client agrees to inform HELLA immediately in writing of any infringement of any industrial property rights belonging to the latter or any risk of such violation of which it may become aware, and shall provide upon request by HELLA all assistance needed by the latter to enable it to successfully defend its rights. All disputes, even extra judicial, shall be managed by HELLA.
63. The Client agrees to inform HELLA of any third-party claim that may be made against these rights. In this case, HELLA shall take all necessary steps to ensure the continuity of the order and/or the supply.
64. The uses authorized under this article shall automatically cease with the termination of the contract or the commercial relationship with the Client.
- XIII. BRAND AND DENOMINATION
65. The Client may, under the conditions as provided for by law and for the sole purposes of representation and commercialization of the products, refer to the HELLA brands and name in the context of its activity, taking strict care to ensure that such reference shall not create any confusion between the Client and HELLA and shall not damage or infringe upon HELLA, its brands and/or its name.
66. The reference to the brand and/or to HELLA's name on an Internet site presupposes, in addition to the above conditions:
- The strict compliance with the HELLA corporate identity guidelines and the brand image and quality perception of HELLA products.
 - That any hypertext link to a HELLA site be submitted for the prior written approval of the HELLA entity concerned.
67. In order to allow HELLA to ensure the consistency of its product promotion, respect of its image and any third-party rights attached to the presentation of its products, any advertising and/or promotional campaign carried out by the Client – on any media whatsoever - representing the HELLA brands and/or name requires HELLA's prior agreement.
68. The Client agrees to respect any and all rights of third parties, of whatsoever nature, and remains sole bound by any infringements that may arise in this respect. The Client further agrees to inform HELLA of any infringement to its brand(s) and other distinctive signs that it may be aware of in connection with its activity in order to allow HELLA to take all appropriate measures to put an end to this confusion.
69. The uses authorized under this article shall automatically cease with the termination of the contract or the commercial relationship with the Client.
- XIV. RESOLUTION
70. In the event of a failure to comply of whatsoever nature by the Client, and eight (8) days after formal notice sent by registered letter with acknowledgement of receipt which has not been acted upon, HELLA shall alternatively suspend or refuse to perform its own performance, or terminate the contract and/or relation, without prejudice to any damages that HELLA reserves
- the right to request to repair any losses resulting therefrom. Any deposits and partial payments that may have been made by the buyer shall remain the property of HELLA, by way of damages.
71. Termination relates to the order concerned by the failure to comply and any other unpaid prior order whether delivered or being delivered and any payment due or becoming due.
72. HELLA reserves the right to end the relation in the event of suspension of activities, judicial settlement or liquidation, death of the Client's legal representative and/or significant change in the buyer's capital.
- XV. FORCE MAJEURE
73. Force majeure is defined as an event that is beyond the control of the debtor and was unforeseeable on the date of conclusion of the contract and which effect cannot be avoided by appropriate measure, and makes it impossible for a party bound by an obligation to execute it. If the impediment is temporary, the contract is suspended. If it is definitive, the contract will be terminated of right.
74. Examples of force majeure events are, but are not limited to floods, prolonged electricity blackout, fire, total or partial destruction of HELLA's working tools, war, insurrection, strike for whatever cause, lock-out, earthquake, storm, tornado, machinery breakdown, failure by third parties etc....
- XVI. PENALTY CLAUSE
75. In the event of any legal action to recover our claim, we reserve the right to make a legal claim, by way of penalty clause, for an amount equal to 15% of the amount owed in principal.
- XVII. CONFIDENTIALITY
76. All the contractual documents, the negotiations leading to their conclusion and all documents exchanged between HELLA and the Client are strictly confidential and shall not be disclosed to a third party.
77. The Client undertakes to respect the confidential nature of the information he may have access during the performance of the contract and also undertakes to enforce this obligation to his employees as long as they are at his service.
78. This obligation shall remain in force notwithstanding the termination of the contract for a period of fifteen (15) years.
- XVIII. CONSEQUENCES OF THE INVALIDITY OF A CLAUSE
79. If one or more provisions of the contract are held to be invalid by law or regulation, or declared to be invalid by a court of competent jurisdiction, they shall be deemed to be unwritten, the other provisions of the contract (or other contractual documents) remaining in force and valid, and shall not affect the continuation of contractual relationships unless if it is a clause which was decisive for one of the parties to the contract at the date of conclusion of contractual relationships.
80. In such a case, the parties shall negotiate in good faith with a view to replacing that clause with a valid clause reflecting their initial intention.
- XIX. PERMANENCE OF CLAUSES / TOLERANCE
81. Any tolerance relating to the application of the terms and conditions entered into by the Client may in no case, regardless of the duration or frequency, be considered as an amendment or a suspension of these clauses and obligations accepted by HELLA.
- XX. JURISDICTION
82. These GTCS and the relations between HELLA and the buyer are expressly subject to French law.
83. Any dispute arising as a result of the relations or an order is of the sole competence of the commercial court of Bobigny, even in case of third party appeals, summons to attend urgent proceedings for urgent measures or in the case of more than one defendant, if necessary by derogation to any legal provisions which may be applicable.
84. HELLA reserving the possibility of changing its General Terms and Conditions of Sale, it is the Client's responsibility, before any
- order, to check that it is in possession of the latest applicable GTCS. An up-to-date version of the General Terms and Conditions of Sale is available from the HELLA website (www.hella.com).
- I, undersigned, ...
Declares to have read and accepted the Hella Industry Terms and Conditions,
- Done in _____ on _____
- Signature and stamp of Client