



# General Terms and Conditions of Sale

## 1. Scope of validity

Any deliveries and services provided by HELLA GmbH & Co. KGaA and its affiliated companies (HELLA) referencing these terms shall be based exclusively on these General Terms and Conditions of Sale (GTCs). Deviating terms from these GTCs, in particular, the contractual partner's terms and conditions, apply only if they have been accepted expressly and in writing by HELLA prior to the conclusion of the contract. This also applies in the event that HELLA did not object to the differing terms and conditions in each individual case. These GTCs apply both to the present transaction and to all future transactions.

## 2. Written form

Verbal declarations shall require written confirmation to be effective.

## 3. Quotations

3.1 Quotations by HELLA are non-binding.

3.2 HELLA retains all ownership rights and copyrights to illustrations, drawings, calculations and other documents and data, regardless of the data carrier ; they shall not be made accessible to third parties. Any type of disclosure to third parties shall require advance express written consent by HELLA.

## 4. Delivery time / default

4.1 Delivery time and delivery dates are non-binding unless otherwise agreed in writing. Delivery time and dates are subject to timely delivery by HELLA's suppliers. HELLA shall be entitled to make partial deliveries.

4.2 Damage claims for default by the contractual partner are excluded, unless HELLA, its representatives or agents are culpable of willful intent or gross negligence. In any case, damage claims are limited to typical contractual damages.

4.3 If HELLA is in default and the contractual partner sets an appropriate time period of at least 14 days and provides notice of the intention to withdraw from the contract , the contractual partner shall be entitled to withdraw from the contract once this time period has elapsed without performance from HELLA.

## 5. Force Majeure

In case of Act of God, labour disputes, civil commotion, governmental or official actions and other non-foreseeable, inescapable and serious events the contracting parties shall be temporarily relieved from their obligations during the period of time such events continue



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and to the extent their liabilities are affected. The afore-stated shall also be applicable in case the contracting party concerned is already in default. The contracting parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.

### 6. Prices

- 6.1 Calculation for deliveries shall be made on the basis of HELLA's prices valid on the day of delivery plus sales tax at the respective statutory rate. The specified prices shall be considered "ex works" without the cost of packaging, shipping and/or customs duties, which shall be invoiced separately.
- 6.2 HELLA reserves the right to adequately raise prices if the costs increase after the conclusion of the contract, in particular due to an increase of labor costs, i.e. for tariff resolutions or changes of material costs. This information of cost increase shall be provided to the contractual partner on request.

### 7. Delivery

- 7.1 Goods shall be delivered—including for partial deliveries—at the expense and at the risk of the contractual partner. This applies even if HELLA bears the shipping cost in specific cases. The risk shall be transferred to the contractual partner on handover of the goods to the carrier/freight forwarder.
- 7.2 Shipping costs shall not be advanced. Transport shall be handled by the freight forwarder/carrier chosen by HELLA, with no guarantee of the least expensive shipping. HELLA assumes no risk for transport through its selection of the freight forwarder/carrier.
- 7.3 For exporting of the goods, the contractual partner shall be required to procure all of the documents required for the export (such as export and customs approvals, etc.) at its own expense. HELLA shall not be liable for the legality of exporting the goods or their suitability for meeting the legal and technical regulations of the importing country. Furthermore, HELLA shall bear no liability for the goods meeting the technical state of the art in the importing country.

### 8. Outer Packaging

Unless expressly agreed otherwise, delivery shall be made in disposable packaging. If the delivery is made on an EPAL pool pallet in accordance with DIN EN 13698, the contractual partner shall be obliged to return this in coordination with HELLA and the transport service provider.



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### 9. Compensation for Tool Costs

The right of property regarding tools, produced or acquired by HELLA especially for the production of the goods that shall be delivered to the contractual partner, remains with HELLA unless the transfer of title of the tools has been agreed upon explicitly and in writing. The contractual partner shall not be entitled to assignment of the tools even though he completely paid the production costs of these tools.

### 10. Warranty for Defects

- 10.1 Unless otherwise agreed in these GTCs or in individual cases, the warranty for defects shall follow the provisions stipulated by law.
- 10.2 The contractual partner shall report in writing any defects in delivery to HELLA without undue delay - as soon as they are discovered within the proper course of business. In this respect, HELLA waives its objection of delayed notice of defect.
- 10.3 If not expressly specified otherwise by law, claims by the contractual partner due to defects expire two years after delivery of the goods.
- 10.4 In the event of justified and timely complaint, HELLA shall, in general, correct the defects either through replacement delivery at no charge or repair (supplementary performance) at its discretion. If such supplementary performance is not possible, fails or is not provided within a reasonable period set by the contractual partner, the contractual partner is entitled to demand reduced payment or withdrawal from the contract. This shall also apply if HELLA rejects supplementary performance because of unreasonably high costs. The unreasonable nature of the costs for supplementary performance is determined with particular reference to the relation between the value of the non-defective good and the costs caused by supplementary performance.
- 10.5 The contractual partner shall be entitled to claims for damages in the event of defects of delivered goods only in accordance with the limitations laid down in section 11 of these GTCs.
- 10.6 Warranty claims do not arise in the event that a defect is found to be the result of a violation of operating, maintenance or installation instructions, unsuitable or improper use, faulty or negligent handling, natural wear, or improper tampering with the good by the contractual partner or third parties.
- 10.7 Information in catalogues, specifications and other product descriptions shall not constitute guarantees for quality or durability unless they have been explicitly identified as guarantee in writing for each individual case.

### 11. Liability

- 11.1 If damage is caused by minor negligence on the part of HELLA, a claim for damages against HELLA due to legal stipulations shall only arise in the event of a breach of material



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contractual obligations. Such claims for damages shall be limited to typical contractual damages. This limitation shall not apply to infringements of life, body and health.

- 11.2 Irrespective of the above, any liability on the part of HELLA for fraudulent concealment of a defect, from an explicitly agreed guarantee and pursuant to mandatory legal provisions (such as Product Liability) shall remain unaffected.
- 11.3 Liability due to delay in delivery is exhaustively governed by section 4.
- 11.4 The legal representatives, agents and employees of HELLA are exempt from personal liability for damage caused by minor negligence on their part.

### 12. Payments

- 12.1 Invoices from HELLA shall be payable within 30 days from the invoice date without deductions.
- 12.2 Sales representatives are entitled to accept payments only if they have a written power of attorney.
- 12.3 All receivables of HELLA shall be due immediately, if the contractual partner does not comply with the payment terms for reasons for which the contractual partner is responsible or if the contractual partner ceases payment. Moreover, HELLA shall be entitled to demand interest for default amounting to nine (9) percentage points p.a. above the current base rate.
- 12.4 Moreover, HELLA shall be entitled to request advance payments for any deliveries that are still outstanding and to withdraw from the contract or demand compensation for damages due to non-performance after providing due notice and a reasonable grace period. Furthermore, the contractual partner shall be prohibited from reselling the goods after due notice and the setting of a reasonable grace period and the delivered goods shall be repossessed at the expense of the contractual partner.
- 12.5 Withholding of payments or offsetting through the use of counterclaims by the contractual partner shall be prohibited if these have not been expressly accepted in writing by HELLA or determined with legal effect.

### 13. Retention of title

HELLA shall retain ownership of all goods delivered until payment has been made in full; all deliveries shall be considered a single delivery transaction in this respect. For an open account, the retention of title shall act as a security for the outstanding balance due to HELLA. If the contractual partner connects the goods with other items in such a manner that the connected goods are legally considered to be a single item, and if the other item is considered to be the main item, the contractual partner at this point in time transfers the correspondent proportionate joint ownership to HELLA, as far as the contractual partner is the owner of the main item. If the contractual partner resells the delivered goods, the contractual partner shall assign the claims from the sale with respect to the third party to



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HELLA at this point in time, including all ancillary claims, until complete payment of all of these claims. In the event of good cause (e.g. delay in payment), the contractual partner shall be required to notify third-party purchasers of this assignment upon request by HELLA and to provide HELLA with all information and documents necessary to assert the claims. HELLA shall release the securities to the extent that their value exceeds the debited accounts to be secured by more than 20% in total.

### 14. General

- 14.1 To the extent that a party to the contract suspends payment or that insolvency proceedings on its assets or judicial or extra-judicial settlement proceedings are applied for, the other party shall have the right to withdraw from the non-executed part of the contract.
- 14.2 Should any of the provisions of these GTCs and any further agreements be or become invalid, this shall not affect the validity of the remaining parts of the contract. The parties to the contract undertake to replace the invalid provision with a valid provision coming as close as possible to the intended economic effect.
- 14.3 The law applicable at the seat of the HELLA company involved in the contract shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 does not apply.
- 14.4 The place of performance is the seat of the HELLA company involved in the contract.
- 14.5 HELLA shall be entitled to store and process the data of the contractual partner for processing the business transaction in compliance with local data protection regulations.
- 14.6 The venue for all legal disputes arising from the contract is the seat of the HELLA company involved in the contract. HELLA shall be entitled to choose another competent court for taking legal action.