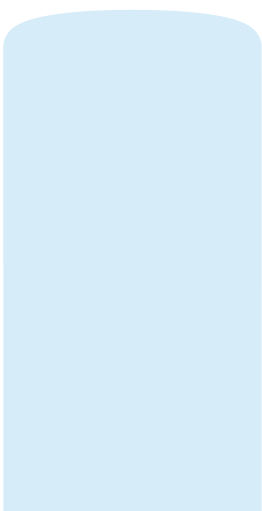
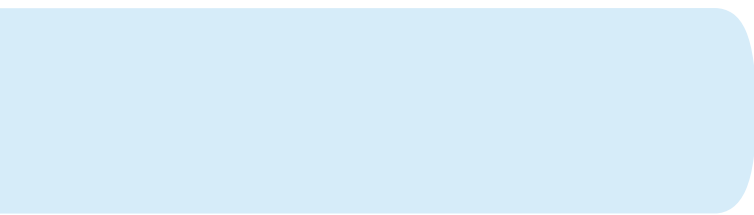




BETTER MOBILITY. BETTER LIFE.

TERMS AND CONDITIONS OF DELIVERY

TENTE-ROLLEN GmbH



TERMS AND CONDITIONS OF DELIVERY

As of: 07.2018

I. QUOTATION

1. Documents such as diagrams, details of weights and dimensions, which form part of the quotation, are only approximate unless they are specifically described as being binding. The supplier retains the copyright and ownership of estimates, drawings and other documents; they are not to be made available to third parties.
2. With regard to documents given to the supplier by the customer, the latter shall, in relation to the supplier, bear full responsibility for any infringements of the commercial trademark rights of third parties. The supplier agrees that he shall not make available to third parties any plans specified as being confidential, unless he has previously obtained the customer's permission.

II. SCOPE OF THE DELIVERY, STIPULATIONS IN WRITING

1. The supplier's written order confirmation shall determine the scope of the delivery.
2. Part deliveries are permissible.
3. The supplier shall only provide samples for an additional charge, which shall be based on current prices.
4. Additional agreements and alterations to the contract must be confirmed in writing by the supplier.
5. Excess and short deliveries up to a maximum of 10 % are permissible.

6. Call-off orders must be completed within 6 months. They shall be invoiced according to the supplier's current prices.

III. PRICE AND PAYMENT

1. In the absence of any other arrangement, prices are ex-works, including loading at the factory, but excluding packaging. VAT at the current rate shall be added to the prices.
2. Unless otherwise specifically agreed, payment should be made to the supplier's bank account within 14 days of the date of invoice, for both full and part deliveries.
3. The withholding of payments or the deduction of money on the grounds of any claims made by the customer and disputed by the supplier is not permissible.
4. Small orders with a goods value of up to 200 Euro (excluding VAT), incur a flat rate 15 Euro extra charge for small quantities.
5. From 1st Jan. 2005 the toll will be levied, in accordance with the Motorway Act for Heavy Commercial Vehicles (Motorway Toll Act) of the 5th April 2002. The supplier will reimburse this state levied tax accordingly.

IV. LEAD TIME

1. The agreed lead time has been adhered to when, on expiry of the period, the goods have left the factory or the customer has been advised that the goods are ready for dispatch.
2. The lead time shall be extended as appropriate in the event of steps being taken to deal

with industrial action, in particular strikes and lockouts, as well as in the event of unforeseen circumstances which are lie beyond the supplier's control, insofar as such circumstances can be shown to be of material influence with regard to the manufacture or delivery of the goods. This shall also apply if such circumstances arise with sub-suppliers. The circumstances described above cannot be used as an excuse by the supplier if they occur during an existing delay. In serious cases, the supplier should notify the customer as soon as possible when such a dispute starts and ends.

3. All claims to damages due to delay on the part of the supplier are excluded, unless clause VII. lays down an alternate provision.

V. RESERVATION OF PROPRIETARY RIGHTS

1. The supplier retains the rights to the goods until all the supplier's claims against the customer arising from the contractual agreement, including any future claims resulting from contracts signed at the same time or later have been met. This also applies if the supplier's individual or collective claims were included in a current invoice and the balance has been settled and acknowledged. In the event that the customer breaches the contract and, in particular, if payment is delayed, the supplier is entitled to repossess the goods after a reasonable length of time has expired. The supplier is only able to repossess or seize the goods if consumer credit law does not apply and the contract may only be cancelled if the supplier specifically confirms this in writing. In the event of seizures or other infringements of rights by third parties, the customer must inform the supplier immediately and in writing.
2. The customer is entitled to sell the goods on in the ordinary course of business. However, as of this moment, the customer transfers to the supplier all debts to the amount of the invoice value of the goods covered by proprietary rights which accrue to the customer from the purchaser or third parties as a result of the sale of the goods. The customer is entitled to collect these debts, even after transfer, provided he adheres to the terms of the contract and provided there is no insolvency. The authority of the supplier to collect these debts himself is not affected by this; however, the supplier agrees not to collect the debts as long as the customer keeps up his payment obligations with regard to the supplier and there is no insolvency. Otherwise, after a suitable time limit has been set, the supplier can insist that the customer provide him with details of the transferred debts and their debtors, all the information necessary for collection, that he hands over the relevant documentation and that he informs the debtors of the transfer.
3. If the transferred debt against the third party debtor has been included in a current invoice, the remainder of the debt, including the final balance shall be transferred to the value of individual transfers.
4. In the event of any processing of or treatment to the goods covered by proprietary rights, including in conjunction with other goods which are not the property of the supplier, the supplier shall acquire joint ownership of the new goods at the time of processing. Furthermore, the same shall apply to the goods resulting from the processing as to the goods covered by proprietary rights.
5. The supplier agrees to release the securities to which he is entitled if their value exceeds the debts to be secured by more than 20 %, insofar as these have not yet been met.

6. If in connection with the settlement of the contract price by the customer, any liability from a draft is substantiated on the part of the supplier, the reservation of proprietary rights, including its agreed special forms and other securities agreed upon to ensure payment, shall not expire before payment of the draft is made by the customer as drawee.

VI. LIABILITY FOR QUALITY AND TITLE DEFECTS TO THE GOODS SUPPLIED

The supplier accepts responsibility, to the exclusion of other claims and notwithstanding the provisions of para IX/3, for any liability to the goods supplied as follows:

1. Any parts that are shown to be defective within 24 months of delivery as a result of circumstances applying prior to the transfer of risk shall be repaired or replaced free of charge at the supplier's discretion. The supplier must be informed immediately in writing if any such faults are detected.
2. Quality defect claims, regardless of their basis in law, shall lapse after 24 months. This does not apply in the case of defects to a building or fitting for a building which have caused the quality defect. As opposed to para. 1, the legal time limits also apply to claims brought under product liability law and to malicious or fraudulent conduct.
3. No guarantee shall be accepted for damage resulting from the following causes: Unsuitable or incorrect use, faulty assembly on the part of the customer or third parties, natural wear and tear, faulty or negligent treatment, chemical or electrical influences, provided these are not caused by any fault on the part of the supplier.
4. Replaced parts shall become the property of the supplier.

5. Any alterations or subsequent improvements carried out by the customer or third parties without the consent of the supplier shall invalidate the warranty for any consequences resulting from such alterations or subsequent improvements.

6. Additional claims on the part of the customer, in particular a claim for replacement relating to damage which has not been caused by the goods themselves, shall only apply:

- where there is intention
- in the event of gross negligence
- if major contractual responsibilities are infringed to the extent that the attainment of the intended purpose of the contract is put at risk which regard to the foreseeable damage as being typical of the contract
- in cases in which liability is covered by product liability law
- in the event of defects that have been intentionally concealed or which have been guaranteed not to be present by the supplier.

In all other cases, liability is excluded. The following conditions apply to the defect of title:

7. In the absence of any agreement to the contrary, the supplier should supply goods inland free from legal protection or third party proprietary rights. However, in the event that legal protection is infringed, the supplier shall either obtain the relevant licence from the third party or modify the goods in such a way that the infringement no longer exists. In the event that it is not practical or reasonable to expect the supplier to do this, both the customer and the supplier are entitled to withdraw from the contract.

8. Where defects of title do exist, the conditions detailed in para. VII apply insofar as the customer can only make a claim against the supplier if: he has informed the supplier of any possible claims against third parties immediately and in writing; he neither directly or indirectly accepts alleged infringement action; all defence options remain unconditionally at the disposal of the supplier and the legal infringement is not based on the customer having altered the goods supplied or having used them inappropriately or if the defect of title can be traced back to an instruction given by the customer.

VII. LIABILITY FOR SECONDARY RESPONSIBILITIES

If, as a result of negligence on the part of the supplier, the customer is unable to use the goods within the terms of the contract due to the omission of or the defective execution of suggestions or consultations made prior to or subsequent to the conclusion of the contract, then, to the exclusion of additional claims on the part of the customer, the stipulations according to paras VII and IX shall apply.

VIII. RIGHT OF THE CUSTOMER TO WITHDRAWAL OR CANCELLATION, ADDITIONAL LIABILITY ON THE PART OF THE SUPPLIER

1. If there is a delay in delivery within the terms of para. V, and if the customer grants the defaulting supplier an adequate period of grace with the specific declaration that the goods will not be accepted after the expiry of that period of grace, the customer is entitled to withdraw from the contract if the period of grace is not adhered to.
2. The customer has the right to withdraw from the contract if the supplier allows an

appropriate period of grace to expire which has been granted to him for the purpose of repairing goods or supplying substitute goods with regard to a defect defined by the terms and conditions of delivery. The customers' rights to withdrawal from the contract shall also apply in other cases in which the supplier fails to repair or replace goods. In the case of immaterial defects, the customer is only entitled to a price reduction.

3. All further claims on the part of the customer, are covered by para. VII, 6. Furthermore, additional claims, in particular regarding cancellation or price reduction, as well as for replacement relating to damage which has not been caused by the goods themselves, are excluded.
4. The personal liability of the legal representatives, employees and agents of the supplier is excluded for damage caused by them within the framework of their activity for the supplier's firm, provided that there was no deliberate intent. Personal liability is also excluded.

IX. TOOL COSTS

1. Tool costs will be invoiced separately.
2. Payment of a share of the tool costs does not entitle the customer to any claim on the tools; on the contrary, they remain the property of and in the possession of the supplier. The supplier agrees to store the tools for the customer for a period of one year after the last delivery. After this period, the supplier is entitled to use the tools as he sees fit.
3. The following shall apply with regard to tool costs for orders which fail to materialize: For orders which are cancelled during the development stage or during the initial period, the supplier reserves the right to

invoice the customer for the costs incurred, specifically as follows:

- prior to acceptance of the samples, the costs for the initial set of tools
 - subsequent to acceptance of the samples and on the basis of the amount of the expected monthly requirement, the costs for all the series tools, special equipment and gauges.
4. The partly processed and invoiced tools will be available for viewing for a period of 4 weeks and will subsequently be destroyed.
 5. The customer is not entitled to see intermediate plans and construction drawings relating to the tools.

X. USED ARTICLES

The customer bears the responsibility for disposing of used articles and any other parts which are no longer suitable for use. To the extent that no legal regulations to the contrary exist, the customer agrees to come to a suitable agreement with the supplier regarding such disposal. It is assumed that the parties to the contract will use the services of third parties to meet their responsibilities regarding disposal of such articles.

XI. JURISDICTION

In the case of all disputes resulting from the contractual relationship, if the customer is a full trader, a legal entity or a separate state under public law, any charge must be filed at the court which is responsible for the headquarters or for the supplier's subsidiary responsible for carrying out delivery. The supplier is also entitled to instigate legal action at the customer's headquarters.

XII. RETURN CONSIGNMENTS

Should the purchaser order the wrong products, they can only be returned after agreement and written authorisation from the supplier. The return consignment will only be accepted as "free home delivery". For the issuing of a credit note, the purchaser will incur a 10 Euro administrative charge.

XIII. PRODUCT USER INFORMATION IN ACCORDANCE WITH THE EQUIPMENT AND PRODUCT SAFETY ACT (GPSD), EU DIRECTIVE 2001/95/EC

Please observe the product user information. This information can be found in the current pricelist, on the internet, or it can be made available to you on request from the applier. The purchaser is obliged to inform the customer about this product user information.

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