



General Conditions of Purchase

Martinrea Honsel Germany GmbH and
Martinrea Honsel Germany Developments GmbH

Status: June 2011

1. Field of application

1.1 Orders for the delivery of goods and services placed by Martinrea Honsel Germany GmbH or Martinrea Honsel Germany Developments GmbH ("Customer") are governed solely by these general conditions of purchase ("General Conditions of Purchase").

1.2 Any conditions of the Supplier which may contradict or differ from these General Conditions of Purchase will apply only with the written consent of the Customer.

1.3 These General Conditions of Purchase will also apply where the customer is aware of differing conditions of the Supplier and accepts deliveries and services without reservation.

1.4 These General Conditions of Purchase form an integral part of any contract to which they are appended or which makes reference to them.

2. Orders

Only written orders are binding. This applies also for any amendments or additions to orders.

Oral agreements or agreements made by telephone are valid only when they are acknowledged by the Customer in writing.

3. Prices / conditions of supply

3.1 Unless otherwise agreed, the prices shown are fixed. Should any order be placed without a price being stated, the prices must be submitted to the Customer for agreement before the delivery is made or the service provided.

3.2 All deliveries must be made on DDP basis for the Customer to the delivery addresses stated in accordance with the ICC Inco terms in force at the time the order is placed. Delivery notes must be complied with quantities and weights specified in accordance with the terms of the Customer. Invoices will be based on the quantities determined by the Customer only.

3.3 Should the products supplied qualify for the designation of "hazardous substance" according to the Chemicals Law, the delivery must be accompanied by safety data sheets according to RL 91/155/EWG as prescribed by law. In case of any

revision of these data, the Supplier must provide the Customer with a copy of the revised data immediately and without being requested to do so.

3.4 The supplier undertakes to adhere to all legal regulations that affect his deliveries and services regarding environmental protection, hazardous substances legislations, operational safety, radiation protection and transport in their latest versions. All goods and services that are subject to nuclear radiation must not exceed the limit of 0.1 Bq/g set by the customer.

3.5 Title to the products supplied will pass to the Customer on arrival of the products at the address stated by the Customer. All products supplied must be free of third-party rights.

3.6 All quotations are submitted free of charge and without any obligation on the part of the Customer. If the validity of the quotation is not limited by the Supplier, it will remain valid for a period of 90 days.

3.7 Any work carried out on the premises of the Customer will be governed exclusively by the applicable guidelines (FB-PU-012). The Supplier must possess adequate insurance cover for any personal injury or damage to property caused by him or his agents.

Where vehicle-accessory parts are supplied, the Supplier must possess adequate product-liability insurance cover as well as an adequate vehicle-recall insurance. As proof of insurance, copies of the insurance policies must be submitted to Purchasing before work is begun.

4. Dates, quantities, delay

The quantities, delivery dates and times stated in the order are binding. Compliance with the prescribed dates and times will be dependent on receipt of the delivery at the agreed address. Unless otherwise agreed, excess quantities delivered will be returned by the Customer at the Supplier's expense and without prior notification. Should the delivery or service not be provided on the agreed date, the Customer reserves the right to cancel the order or require fulfillment of the order at his own discretion.

Should an agreed delivery date or delivery period be exceeded, a maximum penalty 0.1%

of the value of the delayed delivery per calendar day of the delay will be charged up to a maximum sum of 10% of the value of the delayed delivery. The Customer reserves the right to claim a higher compensation for damage sustained.

5. Conditions of payment

Unless otherwise agreed in writing, payment of defect and deficiency-free deliveries will be made by the Customer, at his discretion, either at the end of the second month following delivery and receipt of invoice minus 3% discount, or net at the end of the third month following delivery and receipt of invoice. In case of partial deliveries not previously agreed, the above-mentioned payment periods will be calculated from the date of the last partial delivery. Invoices must be submitted in duplicate. All invoices must contain our order data (i.e. order number and supplier number).

6. Inspection for defect

The Supplier guarantees that the products comply with the order specification, the agreed technical conditions of supply and the agreed performance and consumption data and that they are free of material and any other defects and deficiencies. The Supplier will be notified in writing of any defects or deficiencies without delay as soon as they are established in the course of the proper conduct of business. The supplier hereby waives the right of objection on the grounds of delayed notification of complaint. Complaints will be deemed to have been notified in time where such notification is received by the Supplier within 14 working days of the discovery of the deficiency.

7. Guarantee

7.1 a) The guarantee period is 36 months from the moment of transfer of risk.

b) The guarantee period for parts which are repaired or replaced under the terms of the guarantee commences anew in each case.

7.2 Claims by the Customer against the Supplier which are based on material deficiency according to §§ 478, 479 BGB remain unaffected by the terms of the guarantee. The Customer may enforce such claims even where the final customer is not the consumer but another company.

7.3 In urgent cases, the Customer is entitled to remove any defects himself or have them removed by a third party or to obtain replacement elsewhere. In order to avoid unreasonable cost, this may be done without prior consultation.

7.4 The Supplier guarantees that all products supplied reflect the latest technical and scientific knowledge and comply fully with the provisions of the law and administrative regulations, in particular the regulations and guidelines of local authorities, employers' and professional associations, legislation governing the protection of the environment, safety and accident prevention, DIN, VDE and other standards, the environmental standards of the automotive industry e.g. Ford RSMS and other national and local regulations of the country of destination named in the order. These will be registered in the IMDS database.

7.5 The payment of the products by the Customer does not constitute acknowledgement or compliance of the products with the above regulations. In particular, it does not restrict any rights or remedies to which the Customer may be entitled.

8. Documents and material provided

Production documents of any kind provided by the Customer to the Supplier remain the property of the Customer. They are provided to the Supplier to permit fulfillment of the order in question and must be returned unrequested on completion of the order. Such documents are confidential and must not be disclosed to third parties for any reason whatsoever without the written consent of the Customer. This provision also applies for enquiry documents. Should the Customer dispense with the return of the documents, these must be destroyed on completion of the order with due regard to the requirements of confidentiality.

Material provided by the customer, including tooling, patterns etc. remains the property of the Customer without limitation. Such material must be stored separately from other material and must be accessible to the Customer at all times. The Supplier is fully liable for any damage or loss of such material. Any processing or transformation of material provided by the Customer may be done only on behalf of the Customer. The Customer is the manufacturer in accordance with § 950 BGB.

9. Spare parts

The Supplier guarantees a continued supply of spare parts at economically reasonable conditions for a period of 15 years after cessation of production by the Customer.

10. Code of conduct

The Supplier undertakes to comply with national environmental and labour legislation, labour contracts and other applicable regulations concerning competition. The Supplier undertakes to act in accordance with the principles of the UN Global Compact, the ILO Conventions and other international standards. In particular, the Supplier undertakes to observe human rights. His employees have the right to form or join labour unions and other similar organisations. The Supplier does not permit or make use of child labour. In addition, the Supplier does not participate either directly or indirectly in pricing agreements, monopolies, corruption or any other activities which may restrict competition or are otherwise prohibited by law. The supplier undertakes to act in conformance with the rules of the "Wall Street Reform and Consumer Protection Act", chapter 1502. This means that the supplier will check the usage of so-called "conflict minerals" (e. g. Tantalite, Wolframites, Cassiterites or even Gold) throughout his supply chain. Detailed specifications of "conflict minerals" can be found under:

<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>

Some of these minerals are mined under conditions that are highly degrading. This is not only limited to the minerals of Eastern Congo. Minerals from other parts of the world can also fulfil the criteria of being "conflict minerals". Should the supplier use "conflict minerals" in his supply chain he is to inform the customer immediately. In this case the supplier is required to introduce actions to substitute these minerals and to close these actions at the shortest notice.

11. Secrecy

Both the Customer and the Supplier undertake to maintain secrecy with regard to the technical and commercial knowledge and information which may come into being through their contractual relationship unless these are already publicly known or are obtained legally from third parties by the other contracting party.

12. Product liability

The Supplier holds the Customer harmless against any claim against the Customer by third parties which is attributable to a deficiency in the article supplied by the Supplier or the absence of any characteristic guaranteed by him. The plea of contributory negligence and the possibility of

exculpation for unavoidable deficiency remain unaffected hereby. Any order is placed on the condition that the Supplier has concluded a sufficiently extended product-liability insurance and an adequate vehicle-recall insurance. Proof of such insurance must be submitted on request.

13. Transfer

The transfer of claims is prohibited without the express written approval of the Customer.

14. Patent protection

The Supplier guarantees that his supply does not infringe any national industrial patent rights. Furthermore, the Supplier guarantees that his supply does not infringe any foreign industrial patent rights which are known to him or which remain unknown to him through gross negligence. The Supplier is liable for any damages arising from the infringement of such patent rights and holds the customer harmless from any claims arising therefrom.

15. Place of fulfillment / legal domicile

The place of fulfillment is the destination or the specified address for dispatch. The legal domicile is the place of business of the Customer. This applies equally for draft and cheque obligations.

16. Confidentiality

The contracting parties undertake to treat all information and knowledge arising from any business relationship as confidential. The conclusion of any contract must also be treated as confidential and may be used for advertising purposes or in reference lists only with the written consent of the Customer.

17. Data protection

Should the Supplier provide the Customer with person-related data, such data will be used and processed exclusively for the administration and execution of the order.

Should the Customer provide the Supplier with person-related data for the purpose of fulfillment of the contract, the Customer assumes responsibility for the reliability and necessity of such transfer of data (§§ 3a, 28 Federal Data-Protection Act BDSG) and hereby draws the attention of the Supplier to the fact that such data are to be processed and used only for the intended purpose (§ 28 section 5 BDSG). Should the Supplier, in connection with a service contract collect, process or use

personrelated data of the Customer in his own name, the Customer will verify the suitability of such data (main criterion: level of technical and organisational security measures according to §9 and appendix BDSG) and conclude an appropriate subsidiary agreement with the Supplier in accordance with § 11 BDSG.

18. Severability

Should any provision of these General Conditions of Purchase be or become invalid or unenforceable, this will have no effect on the validity or enforceability of the remaining provisions. Any invalid or unenforceable provision will be replaced by a valid and enforceable provision which achieves as closely as possible the originally intended purpose of the invalid or unenforceable provision. This clause also applies for loopholes in the contract.

19. Other provisions

In addition to these General Conditions of Purchase, the law of the Federal Republic of Germany will apply. For import transactions, the UN Convention on Commercial Law of 11.04.1980 / CISG and international private law will not apply.