



General Terms and Conditions of Purchase

1. Validity

(1) All our orders for deliveries and services of every kind and for our suppliers' offers, deliveries and services shall be carried out exclusively on the basis of these General Terms and Conditions of Purchase (Terms and Conditions). These Terms and Conditions apply in equal measure for all orders of subsidiaries directly or indirectly affiliated to us within the meaning of section 15 of the German Stock Corporation Act (AktG).

(2) These Terms and Conditions also apply for all future transactions between ourselves and the supplier without express inclusion being required in the individual case. We do not recognise any supplier terms and conditions which contradict or deviate from our purchasing terms and conditions unless we have expressly agreed to their validity in writing. Even if we refer to a letter that contains the supplier's terms and conditions or those of a third party or refers to such, this does not indicate any agreement to the applicability of those conditions.

2. Order, conclusion of a contract

(1) The supplier is bound to its offers, unless it has granted a longer commitment period, for a period of four weeks from our receipt of the written offer. If our order represents an offer in the legal sense, we shall be bound to it, unless otherwise specified, for a period of two weeks from the offer date.

(2) The supplier shall promptly check our order for any noticeable errors, ambiguities or incompleteness, or the unsuitability of any specifications we have chosen for the intended use, and promptly inform us about any such points before accepting or confirming the order.

(3) Orders are only considered binding for us if made in writing; verbal/telephonic agreements must be confirmed in writing. Our employees, with the exception of managing directors and authorised signatories, are not entitled to reach oral agreements. This shall also apply to subsequent additions or changes to the contract, including these Terms and Conditions, provided they do not work to our advantage only.

(4) We are entitled to terminate the contract at any time with a written declaration and indication of the reason if we can no longer use the ordered products or services in our business operations due to circumstances arising after entering the contract. In this case, we shall pay the supplier for any partial services already rendered by it at the time of termination.

(5) The rights of the supplier arising from the contracts concluded with us are not transferable without our consent. The use of subcontractors of the supplier when fulfilling its contractual obligations is only permitted with our prior written consent. The liability of the supplier for its vicarious agents remains unaffected by our consent.

3. Delivery, Performance

(1) The agreed delivery/service deadlines are binding. Premature deliveries or services or partial deliveries/services are not permitted without our express approval.



(2) Unless otherwise agreed, the place of fulfilment for the delivery/service is our registered office. Even if the shipment has been agreed, the risk shall only pass to us when the goods have been handed over at the agreed delivery destination.

(3) We are at any time entitled to change the time and place of delivery or service in writing within a period of at least five working days before the agreed delivery or service date.

(4) As soon as the supplier realises that he will not be able to meet the delivery or service deadline, he shall notify us without delay in written form, stating the estimated length of the delay. In the event of a delay on the part of the supplier we are entitled to claim lump-sum compensation for damages at the rate of 1% for every week of delay commenced, in total a maximum of 5% of the net price of the delayed delivery/service. The right to assert a claim in respect of more extensive damages against proof remains reserved. The supplier shall be entitled to demonstrate that we actually incurred a smaller loss.

(5) We are not in default of acceptance until the supplier has expressly offered its delivery or service; this applies even if a defined or definable calendar period is agreed for an act or contribution on our part.

(6) The supplier is only entitled to exercise rights of retention if its claims are founded on the same contractual relationship.

4. Prices and Payment Terms

(1) The price stated in the order shall be binding and is deemed a fixed price. Unless otherwise agreed, the agreed prices are free place of destination including packing, transportation and insurance.

(2) Unless a price including packaging has been agreed, packaging may only be invoiced at its net costs.

(3) The supplier's invoices are payable within 14 days with a 3% discount or within 30 days net from invoice receipt, but at the earliest from the date of delivery, acceptance or service performance.

(4) If we have agreed payments on account or other advance payments, we must only furnish them against the provision of a bank guarantee from the supplier in the amount of the payment on account provided our advance payment has a net value of at least EUR 10,000 or the contract has a total net value of more than EUR 50,000.

(5) Invoices from the supplier shall be submitted stating our order/contract number and with a breakdown of the invoiced deliveries or services as well as the performance period. The invoice shall include all the particulars which we require for input tax deduction. Should one or more of these details be missing and as a result, within our normal course of business, the processing of the order should be delayed, the payment and discount periods shall be extended by the period of the delay.

(6) Our payments do not represent approval of the deliveries and services provided by the supplier in accordance with the contract

5. Special provisions for deliveries of goods

(1) When shipping goods a dispatch notice must be sent to us simultaneously by fax or email. The supplier shall enclose all the necessary accompanying documentation for the delivery, especially freight and customs documents, and any documents required for the safety



of the cargo. The supplier shall always specify our order number, the article number, service/delivery quantity and delivery address in the delivery documents and the dispatch notice.

(2) Shipping instructions must be complied with strictly. Any costs and damage incurred due to non-compliance with the shipping instructions shall be borne by the supplier unless it is able to prove absence of fault on its part.

(3) The supplier shall take back packaging from us free of charge at our request. We may return reusable packaging for which we have been invoiced by the supplier carriage paid against a credit note for the full invoice amount.

(4) Reservations of title by the supplier only apply in as far as they pertain to our payment obligations regarding the delivery of the goods in respect of which the supplier retains property rights. We do not recognise any additional reservations of title, in particular extended or prolonged reservations of title.

(5) When delivering fixed assets with a net price of at least EUR 10,000.00 the supplier is obliged to keep available spare parts for the products delivered to us for a period of at least 10 years after the delivery, but for a maximum of the expected useful life of the product. Should the supplier intend to stop production of replacement parts for the products delivered to us subject to sentence 1, it shall inform us immediately after its decision, but at least 6 months before the production stoppage.

6. Special provisions for work performance and services

(1) The supplier may only use sufficiently qualified, reliable and carefully trained personnel for the provision of services. Proof of the suitability of the deployed personnel for the contractual service shall be furnished to us on request.

(2) We may at any time demand for legitimate reasons that persons whom the supplier deploys to render its contractually owed services are replaced immediately.

(3) If the services have to be provided on our company site, our works regulations and security guidelines must be observed and any instructions issued by our competent employees within the scope of our house rules must be followed.

7. Warranty

(1) In the case of defective deliveries or services we are entitled to unrestricted legal claims. The supplier shall bear all the costs of subsequent performance, including any costs of fitting and removal. If the supplier fails to meet its obligation of subsequent performance within a reasonable term fixed by us, we shall be entitled to take the required measures at its cost and risk ourselves or to have them carried out by third parties.

(2) The commercial period for making a notification of defects has in all events been adhered to if we give notice of obvious defects within five working days (Mon. - Fri.) after we have received the goods and of hidden defects within five working days after discovery of the defect.

(3) The period of limitation for claims based on defects is 36 months from the passage of risk, unless a longer period of limitation is provided for by law. Upon receipt by the supplier of our written defect notification, the statutory limitation of warranty claims is inhibited until the



supplier rejects our claims or declares that the defect has been rectified or otherwise refuses to continue the negotiations on our claims.

(4) Acceptance or toleration of the presented samples or specimens does not mean we are surrendering our warranty claims.

8. Product liability, Regress

(1) The supplier is responsible for all claims made by third parties on the grounds of personnel or material defects which can be traced back to a defective product which it delivered and is obliged to release us from the resulting liability. If we are obliged to initiate a product recall affecting third parties due to defects in one of the products delivered by the supplier, the supplier shall bear all costs associated with the recall. If the supplier proves that we have made a significant contribution to causing the harmful event, its liability in accordance with this section shall be reduced proportionally.

(2) For the duration of the business relationship with us the supplier is obliged to maintain product liability insurance with a sum insured of at least EUR 5 million for each event of damage or loss. The supplier shall present a copy of the product liability policy to us any time on request.

9. Industrial property rights

(1) The supplier is obliged to indemnify us upon the first request from all claims by third parties made with regard to a breach of industrial property rights resulting from its delivery or service and to compensate us for any damage derived therefrom (including any necessary legal costs). This claim does not exist if the supplier can prove that it is neither responsible for the infringement of property right nor could it have foreseen the infringement of property right when exercising the due care of a diligent businessman at the time of the delivery or service.

(2) Our further statutory claims due to defects of title remain unaffected.

10. Securing of our rights of property and copyright

(1) We reserve the ownership of and all exploitation rights under copyright law to illustrations, drawings, calculations and other documentation that we make available. The supplier may only use the documents we have made available to it to execute the contract and may not surrender them to third parties either for inspection or for other use without our written consent. These documents must be returned to us immediately and without being prompted after execution of the contract or if the order is not placed and any copies made by the supplier must be destroyed unless they are required to fulfil legal obligations to preserve records.

(2) Tools, devices, samples and models which we make available to the supplier or which are produced for contractual purposes and are invoiced to us separately by the supplier are our property. The aforementioned items shall be held in safekeeping by the supplier free of charge, labelled as our property and adequately insured against natural hazards, theft and damage at the cost of the supplier. They may only be used for the purposes of the respective contract and shall be returned to us without delay upon completion of the order to the exclusion of the right of retention.

(3) Products which are manufactured in accordance with documents we have provided such as drawings, models and the like or according to our confidential data or using our tools



or tools modelled thereon may not be used by the supplier itself outside our business relationship or offered or supplied to third parties.

(4) The provisions of para. (2) apply accordingly to items which we make available to the supplier. If any items provided are processed, it shall be for us as the manufacturer. If our ownership expires as a result of combining or mixing the item, the supplier shall hereby transfer to us a co-ownership share of the new item corresponding to the invoice value of the processed item and shall hold it in custody on our behalf at no charge.

11. Secrecy

(1) The supplier is obliged to keep secret the terms of the order and all information and documents that we provide in this connection (with the exception of information which is generally known or is in the public domain) even after the contract has been executed and to only use them to carry out the order. If the supplier is entitled to call in subcontractors, it shall pass on this obligation of secrecy to its subcontractors.

(2) The supplier may not refer to the business relationship with us in advertising material or exhibit delivery items specially produced for us without our prior written consent.

12. Sustainability

The sustainability requirements of the Superior Industries Group in relations with business partners are defined in the "Code of Conduct for Suppliers" ("Code of Conduct"). Upon acceptance of the order, the supplier declares that they approve the Code of Conduct and comply with the requirements.

13. Final provisions

(1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the supplier is a merchant or does not have a place of general jurisdiction in Germany, our registered place of business shall have exclusive jurisdiction. However, we shall also be entitled to the option of filing suit against the supplier at its place of general jurisdiction.

(2) Should one of the provisions of these General Terms and Conditions of Purchase be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

(As at: June 2018)