SUPERIOR INDUSTRIES

GENERAL TERMS AND CONDITIONS SUPERIOR INDUSTRIES LEICHTMETALLRÄDER GERMANY GMBH

Guarantee Conditions

Superior Leichtmetallräder Germany GmbH grants to all end customers a guarantee of 5 years from the date of purchase for light alloy wheels of the trademarks ATS, RIAL and ALUTEC and with the lacquerings sterling-silver, polar-silver, diamond-silver, metallic-silver, royal-silver, racing-black, racing-black front polished,racing-black front polished blue, racing-black lip polished, diamond-black, diamond-black front polished, diamond-black front- & lip polished, racing-grey, graphite, graphite front polished, graphite-matt, titanium, rallye-white, carbon-grey, metal-grey, dark-grey, metallic-bronze, metallic-bronze front polished, metallic-green, metallic-pink and metallic-platinum front-polished, excluding motorsport wheels as well as full chrome, anodized and multisectional wheels. Under the guarantee we are responsible for our products to be free from any defects at the time of delivery to the end customer. Defects occurring during the guarantee period will be remedied at our expense within reasonable time after notification of the defect, at our discretion either by replacement delivery or by repair. Should a remedy of the defect be impossible or require in our opinion unreasonable efforts, we may refund the purchase price at our choice. There are no further claims under this guarantee.

This guarantee does not apply to any kind of damage after delivery to the end customer, ordinary wear and tear, non-compliant treatment and usage, faulty assembly and any other deterioration of the wheels for other reasons than initial defect.

If the light alloy wheels have been assigned to a vehicle which is not approved by a General Operating License (ABE) or a parts certificate (TGA) or if the requirements and instructions according to the ABE or TGA have not been observed, the guarantee will be excluded.

The improper mounting of the light alloy wheels will also result in an exclusion of the guarantee. Please note before mounting: Before mounting the light alloy wheels, thoroughly clean the vehicle mounting points (hub, stud, contact surface) from rust and dirt. Moreover, check that no impurities on the vehicle's wheel contact surface (e. g. braking disc retaining screws, retaining rings, etc.) prevent the alloy wheel from abutting evenly. The use of friction reductants on the wheel contact surface is not permitted. The bolt circle holes shall not be damaged when sliding on the wheel. Only the fixtures defined by the German technical surveillance agency may be used for the car. The light alloy wheels must be fixed using a torque wrench. When using impact wrenches it is important to note that the bolts may be tightened up to 3/4 of the defined value; there- after they must be tightened using a torque wrench. The fixtures must be retightened after the first 50 to 100 kilometers.

If the wheels have been painted by a third party (complete re-painting or new painting) the guarantee will elapse immediately. Guarantee claims can only be made by presenting the original purchase receipt (sales slip, invoice).

Guarantee services do not cause an extension or restart of the guarantee period. Replaced parts will become our property.This guarantee does not restrict any statutory warranty claims of the end customer but creates additional claims of the end customer against us as producer according to these guarantee conditions.

Notification requirements of the dealer/buyer

Pursuant to VO 2018/858 Chapter 18 and 19 and Section 22, 22a StVZO the dealer or buyer has to ensure the transfer within the supply chain and the delivery of the relevant appraisals and care instructions to the consumer, which can be found on the website of the respective brand (www.atswheels.com/www.alutec.de/www.rial.de) and in the packaging as well (only care instructions). The dealer or buyer must also ensure compliance with the notification requirements in connection with a lack of conformity of components or a risk arising from this in accordance with VO 2018/858 Chapter 18 and 19.

Conditions of Sale, Delivery and Payment

Our deliveries, services and offers in business transactions with entrepreneurs (B2B), a legal entity under public law or a special fund under public law are based exclusively on the following conditions. These General Terms and Conditions of Sale shall also apply to future business relations even if they are not expressly agreed on again. We repudiate any deviant general terms and conditions of the purchaser even if we do not expressly object to them in the individual case.

1. Offer/Prices

1.1 Our offers are subject to change and non-binding.

1.2 Delivery is made at the prices valid on the day of the conclusion of the contract. If after the conclusion of the contract our general prices change, we shall be entitled to apply the prices applicable on the day of delivery. In the event of a price increase, the purchaser is entitled to withdraw from the contract within 14 days of notification of the price increase. The above right of withdrawal shall not apply if the agreed prices are based on our list prices, the price increase is not more than 6% and the goods are not to be delivered until more than 14 days after conclusion of the contract.

2. Deliveries

2.1 At the request and expense of the purchaser, the goods will be shipped to another place of destination (Versendungskauf). The risk of accidental loss and accidental deterioration of the goods shall pass to the purchaser upon handover at the latest. However, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass upon handover of the goods to the forwarder, the carrier or any other person or institution designated to carry out the shipment.

2.2 We are entitled to make and invoice partial deliveries, provided that the partial delivery can be used by the purchaser within the scope of the intended contractual purpose, the delivery of the remaining ordered goods is ensured and the partial delivery causes no considerable additional expenditure or costs for the purchaser (unless we agree to bear these costs). Such partial deliveries or services can be refused by the purchaser only if the purchaser has a justified interest in the refusal.

2.3 The purchaser is obliged to check the shipment upon delivery by parcel service, forwarder, railway, express service and in the event of collection for its completeness in compliance with freight documents, delivery note, etc. Any deficits are to be noted on the freight documents and notified in written form to Superior Leichtmetallräder Germany GmbH immediately. When the delivery quantity shown in the freight documents (number of cartons) is accepted as received completely with the purchaser's signature, later deficit claims against Superior Leichtmetallräder Germany GmbH or the forwarder are excluded. The purchaser assumes the mandatory registration for all packages which are sent to the end customer and accordingly marks the packaging materials with the respective waste management company's symbol. The purchaser unreservedly bears all costs incurred for this.

3. Delivery periods

3.1 Any term or date of delivery stated in our offer or order confirmation is non-binding unless a fixed deadline or date has been expressly agreed on in writing.

3.2 Agreed terms or dates of delivery refer to the provision of the goods at our warehouse or, if we agreed to undertake the shipment, to the handover of the goods to the carrier.

3.3 In the event of force majeure or any other circumstances beyond our control, we are released from our obligation of supply for the duration of such event and are not obliged to purchase the respective goods from third parties. If any such event lasts longer than three months, we are entitled to withdraw from the contract.

3.4 Late acceptance and/or non-acceptance of goods by the purchaser for any reason beyond our responsibility, gives us the right to send the uncollected goods to the purchaser at purchaser's cost and risk or, at our discretion, to store the goods and invoice them as delivered, including all costs and ancillary expenses incurred.

4. Transportation damages

The purchaser is obliged to report recognizable damages according to the stipulations in this Section immediately to the forwarder with copy to us. Otherwise, transportation damages can no longer be claimed. The purchaser is obliged to inspect the shipment upon acceptance for recognizable defects in the packaging. Where any external damage to the packaging carton is identified, the content is to be checked immediately. The purchaser is obliged to note any type of damage to the packaging or the content on the freight bill or the delivery note in any case. The note „acceptance subject to later inspection" is not sufficient in the event of damage in line with transportation conditions. A notice of complaint regarding transportation damage must be accompanied by a copy of the freight bill/delivery note with a relevant note to us.

5. Warranty

5.1 Defects in the goods which can be detected during a proper inspection must be reported to us immediately, at the latest within two weeks after receipt of the goods; other defects must be reported to us immediately, at the latest within two weeks after discovery. The notification must be made in writing and must specify the type and extent of the defects. Failure to notify us in due time will invalidate the warranty right.

5.2 If the goods are defective and the purchaser has duly notified us in accordance with Section 5.1, the purchaser is entitled to the statutory rights with the following provisions:

a) We shall be entitled at our discretion to deliver a replacement or to remedy the defect (subsequent performance).
b) We reserve the right to make two attempts at subsequent performance. If the subsequent performance finally fails or does not take place within a reasonable period, the purchaser is entitled to reduce the purchase price appropriately or withdraw from the contract; in the case of an insignificant defect there is no right of withdrawal.
c) The following clause 6 shall apply to claims for damages and reimbursement of futile expenses.

5.3 Any damages due to particular stress, such as at sport events or when fitted on a vehicle that is not released in the expert opinion/ABE (general operating license) or any subsequent changes, any warranty is forfeited.

5.4 Any returns due to the notification of defects are to be notified in written form in advance by stating in detail the reason of complaint, before the goods are returned. We will initiate collection by parcel service or forwarder. With respect to returns that are sent to us without prior notice, we reserve the right to refuse acceptance. In case the notification of a defect is legitimate, we shall reimburse the costs of the cheapest dispatch route; this shall not apply if the costs increase because the delivery item is located at a location other than the place of delivery.

5.5 In the event that accessories, multipacks, bolts, etc, are missing in the return shipment/complaint, the original invoice value of the missing items will be deducted from the credit note.

5.6 If new goods are taken back out of goodwill, we will charge warehousing and handling costs of 20% of the net goods' value. The purchaser has the right to prove the amount of the actual expenses to be lower.

5.7 Notices of complaint regarding wheels with apparent fabrication defects can only be made if the wheels have not yet been fitted or driven.

5.8 The statutory provisions for the final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to §§ 478, 479 BGB) remain unaffected by the aforementioned provisions.

6. Liability

6.1 Superior Leichtmetallräder Germany GmbH shall in general be liable for damages according to the legal regulations. We shall be liable for damages - regardless of the legal grounds - within the scope of liability for intent and gross negligence. In the case of a simple negligent breach of essential contractual obligations (the fulfilment of which is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely), our liability is limited to the replacement of typical, foreseeable damages; Superior Leichtmetallräder Germany GmbH shall not be liable in case of a simple negligent breach of non-essential contractual obligations.

6.2 The limitations of liability of the above clause 6.1 shall not apply

a) to damages resulting from injury to life, body or health,
b) if Superior Leichtmetallräder Germany GmbH fraudulently concealed a defect,
c) insofar as Superior Leichtmetallräder Germany GmbH has assumed a guarantee for the quality of a product
d) for claims of the purchaser under the German Product Liability Act.

7. Statute of Limitation

7.1 Notwithstanding § 438 Paragraph 1 No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects or defects of title is one year from delivery. If acceptance has been agreed on, the limitation period shall commence upon acceptance.

7.2 The aforementioned limitation periods of the German law of sale also apply to contractual and non-contractual claims for damages of the purchaser based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the purchaser due to intent or gross negligence as well as claims according to Section 6.2 lit. a) to d) of these General Terms and Conditions of Sale become time-barred exclusively according to the statutory limitation periods.

7.3 Other special statutory provisions on the statute of limitations, in particular § 438 para. 1 no. 1, para. 3, 444, 445b BGB remain unaffected.

8. Payment

Unless otherwise agreed in individual cases, Superior Leichtmetallräder Germany GmbH only makes deliveries against advance payment. The invoice amount is payable net within 14 days from the invoice date, unless other payment terms have been agreed on explicitly. No discount is granted for an acceptance. Discounting charges are to be borne by the purchaser. If cheques, bills of exchange or other payments are not honored, all claims under the business relationship (including claims not yet due) become due and payable immediately. In these cases and also if there is a material deterioration in the purchaser's financial situation we only deliver against advance payment in the period thereafter. Bills of exchange and cheques are accepted only on account of performance. The acceptance does not constitute a deferral of the main claim. If several goods or services are purchased from Superior Leichtmetallräder Germany GmbH and several purchase prices are to be paid, instalments are always offset to the oldest due payment claim, regardless of any credit provision by the purchaser.

9. Right of setoff/right of retention

The purchaser has a right of setoff only if its counter-claims are legally enforceable or have not been contradicted by us. The purchaser has a right of retention only if its claim is legally enforceable or has not been contradicted by us.

10. Retention of title

10.1 We retain the title in the goods delivered by us until the full payment of the purchase price and fulfilment of all claims under the business relationship against the purchaser.

10.2 If reserved goods are combined or mixed with goods that are not our property, we acquire the joint ownership in the new object in proportion of the invoice value of the reserved goods to the market value of the new object. The purchaser is entitled to sell and further process the reserved goods in the normal course of business.

10.3 The purchaser herewith assigns to us now all claims, including ancillary rights, from the utilization of reserved goods. If reserved goods are processed, mixed or commingled with other objects that are not our property, the assignment only covers such portion of revenue which is equivalent to the portion of our joint ownership in the reserved goods.

10.4 If the purchaser sells the claim in the context of real factoring, the purchaser shall assign the substitute claim against the factor to us. The purchaser is only entitled to collect the assigned claim in the normal course of business.

10.5 Should the realisable value of securities vested in us exceed our claims by more than 10% in total, we undertake to release the securities exceeding the relevant value at our option at the request of the purchaser or a third party impaired due to excess security on our part.

10.6 The purchaser shall store the reserved goods at no cost to us and shall insure them against fire and theft, etc. to the usual extent. The purchaser assigns to us its reimbursement claims from damage of the aforementioned type in the amount of the invoice value.

10.7 The pledging of reserved goods or assignments by way of security regarding the reserved goods or the assigned claims is not permitted. We are to be notified immediately and comprehensively of any access to the reserved goods or claims assigned by indicating the pledgee. The purchaser shall bear the cost of any interventions. The authority of the purchaser to dispose of the reserved goods and to collect the as- signed claims shall lapse in the event of default of payment and of a bill or cheque protest. In this case we are entitled to take possession of the reserved goods and to collect the claims assigned ourselves. In this connection the purchaser is obligated on our demand to announce the assignment to his costumers and to provide us with all relevant information and documents necessary to enforce our rights. Any resulting costs shall be borne by the purchaser. The demand for return of the reserved goods shall be considered as a withdrawal from the contract. A significant deterioration of the purchaser's financial situation entitles us to withdraw from all current contracts.

11. Data privacy

Superior Leichtmetallräder Germany GmbH processes the personal data gathered for the purposes of order processing exclusively in accordance with valid legal requirements, in particular in accordance with the EU GDPR. In addition, Superior Leichtmetallräder Germany GmbH uses the data for further customer services and for its own advertising purposes, of course only with the consent of the customers concerned if required by law.

12. Compliance with US law

Buyer shall be bound by all applicable foreign, United States federal, state and local laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements contained in, issued under, or adopted pursuant to such laws, including, without limitation, product content and labeling, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.

13. Place of jurisdiction, applicable law

Exclusive jurisdiction and place of performance for both parts is the registered seat of our company as far as the purchaser is a merchant, a legal entity under public law or a public special fund or if the purchaser has no place of general jurisdiction in Germany. We are entitled to sue the contracting partner at our choice at his registered seat. Applicable law is German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the rules on the conflict of laws.

14. Contractual language

If the purchaser is informed of these General Terms and Conditions of Sale not only in the language in which the contract has been concluded (contractual language), but also in a different language, this is only meant to facilitate the understanding. In the event of differences in interpretation, the version written in the contractual language shall apply.

15. Final provisions

Any changes in and supplements to these conditions must be made in writing. This shall also apply to a waiver of the written form requirement. If individual provisions of these conditions are or become invalid, the validity of the remaining provisions or the relevant contract shall not be affected.

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