

EXIDE Technologies GmbH
EXIDE Technologies Operations GmbH & Co. KG

Conditions for purchasing
(Status: May 2017)

I.) Scope, General

- 1.) Our conditions of purchase shall apply exclusively; we do not recognize supplier's terms and conditions in contradiction to or deviating from our conditions unless we expressly approve of these in written form. Our conditions of purchase shall also apply if we accept delivery by the supplier without reservations even if we are aware of supplier terms and conditions in contradiction to or deviating from our Conditions of Purchase.
- 2.) Our conditions of purchase apply also to all future business transactions with the supplier even if they are not expressly agreed again.

II.) Quotations, Acknowledgements

- 1.) The contractor will send an order confirmation to the customer within one week of receipt of the order, otherwise the customer is entitled to a right of withdrawal, from which the customer can make use within another week, if the contractor's order confirmation has not yet been received until the customer's revocation.
- 2.) Deviations, changes or additions to the order by the order confirmation are only part of the contract if they are confirmed in writing by the customer. The customer is bound by the general terms and conditions of the contractor only insofar as they are in accordance with his terms or he has agreed to them in writing. The acceptance of deliveries or services as well as payments does not imply consent.

III.) Prices, Invoicing, Payments

- 1.) The agreed prices are fixed prices and cover all services that belong to the fulfillment of the contractual obligation.
- 2.) Legal VAT is not included in the price.
- 3.) The order number must be indicated on the invoices to be submitted twice (the billing address is generally: Exide Technologies GmbH or Exide Technologies Operations GmbH & Co. Kg, Im Thiergarten, 63654 Büdingen).
- 4.) Goods/Services recipient is the respective Exide location.
- 5.) Payments are made after acceptance or receipt of the delivery/service including complete and contractual documentation and after receipt of an auditable invoice within 30 days. Payments are made in the form of a transfer, whereby the payment/transfer can also be made by a third party or another group company appointed by the customer ("Payment on behalf of"). Payments do not imply acceptance of the goods or services as contractual.

IV.) Performance time, contractual penalty for performance disturbances

- 1.) The delivery dates and deadlines stated in the order are binding and refer to the receipt of the goods at the place of the shipping address. The delivery period begins with the day of the contractor's receipt of the order.
- 2.) The contractor shall be in arrears with exceeding the agreed delivery dates without the need for a separate reminder.
- 3.) The contractor is obligated to inform the customer immediately and in writing of the reasons and the duration of any noticeable delays in the provision of services or the rectification of the service. If he does not do so, he shall replace the damages resulting from the failure.
- 4.) In the case of delayed delivery attributable to him, the Contractor shall bear all damages resulting from the delay, in particular the additional costs of a replacement delivery by third parties.
- 5.) In case the contractor is responsible for the delay a contractual penalty of 0.2% of the net order value in respect of the delayed part of the delivery is payable per working day, but not exceeding 5% of the total order value (NET). The customer can claim the contractual penalty until the final invoice is due for payment. Claims for compensation and other claims remain unaffected by the contractual penalty. However, a claimed contractual penalty is credited to the default punitive.

V.) Passage of risks, documents

- 1.) The goods have to be delivered to the address provided by the customer on account and risk of the contractor. The risk of the accidental loss or the accidental deterioration of the delivery, even if the customer has agreed to take over the freight costs, passes to the customer only at the agreed place of fulfillment upon receipt by the customer or by the freight forwarder appointed by the customer. In the case of a contract for works or services, the final acceptance shall take place instead of the aforesaid date.
- 2.) Unless otherwise expressly agreed in writing, the delivery shall be made at the expense of the contractor "free domicile".
- 3.) The contractor is obliged to provide the order number on all shipping documents and delivery notes. The customer is entitled to refuse acceptance of the delivery/service if there are no proper shipping documents on the day of receipt or if the documentation associated with the delivery/service is missing. This rejection of the delivery/service does not delay the customer's acceptance of the order.

VI.) Material defects and replacements

- 1.) The contractor shall ensure that the contract is carefully and properly fulfilled and that the agreed specifications are complied with, as well as the quality and appropriateness of the delivery and performance for the intended use under normal operating conditions regarding material, design and execution and the documents belonging to the delivery (quality documentation, manufacturer's declaration, drawings, plans etc). Any technical specification from the supplier constitute a non-conclusive contractual agreement for the subject matter of the delivery or service.
- 2.) Unless otherwise stipulated, the Supplier shall be liable in accordance with the legal provisions, in particular for defects of the delivery, without such liability being limited or excluded from the reason or the amount, and shall release the customer from claims of third parties in this respect.
- 3.) In urgent cases, in particular to avert acute dangers or to avoid exceptionally high damages, the customer is entitled to have the defect rectified at the contractor's expense, without having to wait for the expiry of a deadline set for the removal of defects. The prerequisite for this is that the contractor has failed to react to the customer's deadline set for either effecting promptly the rectification of the defect or to state promptly his willingness to effect the rectification promptly, and does not react at all or does not indicate his readiness to take immediate action in rectifying the defects.
- 4.) Unless otherwise agreed in writing, the liability for material defects for deliveries and services of the contractor are barred 30 months after delivery to the customer. In case of work services, the limitation period is 36 months from final acceptance. If the delivery has been used in accordance with its usual use for a building and has caused it its defectiveness, the limitation period shall enter 5 years after acceptance. The rights of the customer from §§ 478, 479 BGB remain unaffected.
- 5.) In case of rectification the warranty period for the rectified / replaced part(s) shall recommence anew.
- 6.) If defective deliveries are not taken back by the contractor despite the request of the customer, they can be disposed of at the contractor's expense or returned "unfree" at the expense of the contractor. The contractor bears the risk of returning defective supplies.

VI.) Investigation, after-performance, liability

- 1.) The customer examines the delivered goods on basis of the accompanying documents only regarding identity and quantity as well as on externally identifiable transport damage. The customer will notify the contractor of defects, as soon as they are determined in alignment with the conditions of the proper course of business, within a reasonable period of at least 5 working days after determination. In this respect, the supplier waives the objection of the belated notification of defects (§ 377 HGB).
- 2.) Without prejudice to further rights, the customer is entitled to reject deliveries that do not comply with the requirements of the order and to return this delivery to the contractor at its expense and risk.
- 3.) In the event of a material defect, the purchaser is entitled, at his discretion, to demand the rectification of the defect or the re-delivery of a defect-free item by the contractor. The contractor is obligated to bear all expenses necessary for the purpose of eliminating the defect or re-delivery of a defect-free item. This also applies to the costs incurred in connection with a rectification and replacement of the goods, which are necessary because the contractor has delivered a defective product.
- 4.) In the event of fault, the contractor shall be liable for all damages due to a defect in the delivered goods.
- 5.) As vicarious agent of the contractor within the meaning of § 278 sentence 1 BGB, for whose fault the contractor is held responsible, shall also be deemed the manufacturer from which the contractor obtains the goods which he (re)uses for his deliveries or services.

VII.) Quality assurance, auditing

- 1.) The contractor undertakes to monitor regularly through internal audits a quality management system which must guarantee the perfect quality of the supplies and services throughout the business relationship and to initiate the necessary measures without delay if deviations are found. The customer has the right to check the production process and quality assurance of the supplier at any time by means of an audit to be carried out at the contractor. The Contractor shall, upon request, provide the customer with insight into certification and audit reports as well as to the test procedures carried out, including all test records and documents relating to the delivery.
- 2.) The contractor is obliged to pass the aforementioned regulations for quality assurance and auditing also to its suppliers and subcontractors. The customer shall be given the opportunity to check and/or audit the processes and quality assurance on the spot at the Supplier/subcontractor for quality deviations.

VIII.) Insurance

- 1.) The contractor shall, at his expense, take and maintain sufficient liability insurance for damages caused by supplies or services. In order to cover the product liability risks, the supplier shall maintain an extended liability insurance including the insurance of product damage (extended product liability insurance for personal injury and property damage, including foreign damages and recall cost coverage) with a cover amount of at least €2,500,000.00 (two million five hundred thousand euros) per insured event. The amount of the insured sum must be demonstrated to the customer upon request. By concluding and proving liability insurance, the extent of liability of the supplier is not limited.

IX.) Rights of third parties

The contractor shall be liable for the fact that the order item and its use at the place of use do not infringe any rights of third parties. The contractor will indemnify and hold the buyer and its customers harmless if a claim is brought against them either in court or out of court for infringement of the protective rights. In the event of a dispute, the contractor will provide assistance upon request. In addition, the supplier shall compensate for any damage that may result from the customer or his customer from the fact that they have been familiar with the free usability of the delivery / service. The damage of a customer of the customer is only to be replaced by the contractor, as far as the customer makes use of the customer.

X.) Material supply, tools, secrecy

- 1.) Material of the customer shall remain his property. Their use is only permissible for orders of the customer.
- 2.) Processing or transformation of the material is carried out for the customer. If the customer's reserved goods are processed with other objects, the buyer acquires co-ownership of the new item in the ratio of the value of the goods of the customer (purchase price plus VAT) to the other processed items at the time of processing. If the material provided by the customer is inseparably mixed with other objects not belonging to the customer, the buyer acquires co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the object of the contractor is to be regarded as the main object, it shall be deemed agreed that the contractor transfers proportionate co-ownership to the purchaser. The Contractor shall keep the sole ownership or co-ownership for the purchaser.
- 3.) Tools, samples, profiles, illustrations, drawings, files, calculations, data sheets and other documents provided to the contractor may not be passed on to third parties without the customer's consent, nor be used for any other than contractual purposes. They are to be used exclusively for the production on the basis of the order; After the order has been placed, the contractor must return them unsolicited to the customer.
- 4.) The contractor is obligated to keep all illustrations, drawings, calculations and other documents and information received by the customer strictly confidential, insofar as they are not generally known or have been lawfully known to the contractor in any other way. They may only be disclosed to third parties with the express prior consent of the customer and if they have been obligated to secrecy in writing in advance. The secrecy obligation also applies after the execution of this contract, it expires if and to the extent that the knowledge contained in the illustrations, drawings and calculations and other documents has become generally known.

XI.) Insolvency/illiquidity of the contractor

The customer is entitled to withdraw wholly or in part from the contract or to terminate the contract if the contractor sets his payments, if a provisional insolvency administrator is appointed or the insolvency proceedings are requested or opened on the assets of the contractor.

XII.) Place of jurisdiction, place of performance

- 1.) In the case of full commercial traffic, the place of jurisdiction is the seat of the customer. However, the customer is entitled to sue the contractor before another selected legal venue.
- 2.) The place of performance is the destination indicated in the order.

XIII.) Applicable law

The contractual relationship is governed by the law of the Federal Republic of Germany with the exception of the conflict and referral standards of the German international private law and the standards of the UN Convention on Contracts for the international purchase of Goods by the 1980 (CISG).

XIV.) Further applicable conditions

In addition, the regulations of the Global Supplier Quality Manual, as well as the general conditions of service (contractor management), apply to the delivery and service relationships.

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