

**THE LEGALLY BINDING DOCUMENT IS THE GERMAN VERSION OF THE GENERAL TERMS AND CONDITIONS. This English translation is for informational purpose only.**

## I. General Information

1. All deliveries and performances are subject to German laws and the following conditions, or any separate contractual agreements. Deviant terms and conditions of purchasing on the part of the buyer will not be accepted by BASS and, even with order taking, will not become subject terms of the contract, unless we explicitly agree with them in written form.

2. Our terms of sale will also apply to all future business with the customer.

3. If any item is not valid, this shall not affect the validity of the other items.

## II. Supply and Delivery

1. Our offers are subject to change. Oral agreements with our travelling representatives or authorized agents require our confirmation in writing. If such a confirmation has not been given, our delivery order or delivery note shall be deemed as confirmation of the order. After the order confirmation has been issued, it is normally not possible for the buyer to rescind the contract.

2. We consider ourselves bound to any offers made for a period of 90 days.

3. All measures, drawings, weights, illustrations, descriptions and any other specifications named in our catalogues, brochures, price lists or preliminary estimates and any other documents are only roughly applicable unless they have been specified as binding. The orderer accepts sole responsibility for all documents to be provided by him/her such as drawings, gauges, prototypes or suchlike. The orderer is responsible that all construction drawings provided by him/her do not interfere with any trademark rights of third parties.

4. Prototypes will only be delivered on account.

5. Cost estimates are not binding and subject to charge except as otherwise expressly agreed.

6. Our written order confirmation is the relevant document for the scope of services. We are entitled to partial performances as long as they are reasonable for the buyer. If special tools will be commissioned, the order quantity is allowed to be increased or decreased by approx. 10%, but at least by 2 pieces. The quantity to be invoiced is the quantity delivered.

7. The terms of delivery only apply roughly if they have not been made binding explicitly in written form. The delivery time starts with the posting date of our order confirmation but not before all technical and commercial questions have been clarified and/or not before the provision of advance performances on the part of the buyer e.g. provision of official certificates or approvals and/or prior to a deposit on the part of the buyer. This does not apply if we are responsible for the delay. If we deliver the buyer against prepayment, the specified delivery time only starts when the prepayment amount has been received. If the buyer desires supplementary changes, the delivery time will be interrupted. After the desired changes have been agreed upon the delivery time starts anew.

8. The delivery time shall be deemed as adhered to if the BASS product has left our site prior to the expiration of the delivery time or our readiness for delivery has been announced and the product cannot be sent in due time without being the fault of BASS.

9. Delay in delivery and performances due to an Act of God and due to events whose cause are beyond our sphere of influence entitle us to postpone the delivery and/or the service provision by the duration of the delay plus an appropriate start-up period. This applies also if such events occur with our suppliers or during an

already existent delay. If the interference lasts longer than 3 months, both the buyer and we are entitled to withdraw from the contract in terms of the contractual part not fulfilled. We will inform the buyer as soon as possible about start and end of such impediments.

10. The buyer can withdraw from the contract without prior notice if we are not able to provide for the complete delivery prior to the passing of risk. Additionally, the buyer can withdraw from the contract if it is not possible to accomplish one part of the delivery in case of an order and he/she has legitimate interest in denying the partial delivery. If this is not the case, the buyer has to pay the contract price for the partial delivery. If the impossibility or inability of performance occurs during the default of acceptance or the buyer is solely or for the most part responsible for these circumstances, he/she remains obligated to considerations.

11. In case the buyer is late to agreed payments for previous deliveries of the current business relationship, we are entitled to abstain from further deliveries. Costs occurring on the part of the buyer are to be borne by him/her.

12. Unless otherwise noted, orders on call must be called at the latest 12 months after receipt of the order. After the expiration of this time limit we have the right to dispatch the ordered products. If there occurs a default of acceptance on the part of the buyer or he/she violates any other obligations to cooperate, we are entitled to demand damages for any losses occurred to us. Ulterior claims reserved.

## III. Price and Payment

1. In absence of particular agreements all prices are in € (Euro) and quoted ex works including shipment ex works, but exclusive of packing, tariff, insurance, forwarding charges and removal. VAT will be added to all prices according to the respective legal amounts.

2. The statutory value-added tax is not included in our price; it will be separately reported in the invoice in the lawful amount on the day of issue of the invoice.

3. Minimum order value is EUR 100.00 per order, unless otherwise agreed. If possible, orders are to be effected collectively. For orders below this amount, we reserve the right to charge a processing fee of 20.00 €.

4. With cost increases or reductions due to increases in material costs and/or wages occurring after the conclusion of the contract we reserve the right to calculate the price valid at the time of delivery if the delivery will be carried out later than 4 months after the date of our order confirmation. On demand, we will verify the changes in costs for the buyer.

5. For each order and specification, the delivery time will be agreed separately.

6. We also reserve the right to recalculate the prices in a reasonable manner for the buyer if the subject of the contract has been provided with technical innovations compared to the time of contract.

7. With quantities below the agreed numbers we are entitled to impose cost-covering surcharges and/or to reduce discounts.

8. Unless otherwise noted, our invoices are payable within a period of 14 days from date of invoice without any deductions.

9. With delay of payment interest will become due annually amounting to 8 percentage points above the respective prime lending rate (§247 BGB (German Civil Code)). The right to proof further damages caused by delay is reserved.

10. The buyer is only entitled to the right to retain payments or to charge up against counterclaims insofar his/her counterclaims have become indisputable or legally binding in written form.

11. We only accept exchanges on the basis of prior agreements in written form. The credit will be performed for processing only. The costs occurring with payment by note will be borne by the buyer.

12. After an appropriate period of grace has expired without results, we are entitled to carry out outstanding and future performances only against prepayment or to make it conditional on the provision of securities if the buyer is behind schedule with agreed payment targets or in case there are circumstances that, by applying normal bank standards, constitute doubts regarding the buyer's solvency. Furthermore, we are entitled to demand our receivables independent of the duration of any exchanges and also to demand securities.

13. So-called guarantee and warranty claims on the part of the buyer to be claimed in advance are excluded.

14. Employees or travelling representatives of our company have no authority to collect unless we have issued an exclusive order in written form.

#### IV. Postage and Packing

1. Packaging will be carried out according to commercial quality standards and at our discretion. We use disposable packaging and invoice them at low costs. We do not take back any packaging. Reusable packaging systems must be agreed upon by the buyer and us.

2. We are committed to find, from our perspective, the best-possible dispatch type unless a particular dispatch type has been specified. If there will be additional costs due to a dispatch type prescribed by the buyer, they have to be borne by the buyer.

3. Our deliveries take place ex works, exclusive of packing. The costs for the packaging and for the delivery ex works will be borne by the buyer.

4. Provided that the purchaser asks for a transport insurance, we will cover the delivery by a transport insurance, the costs thereof shall be met by the Customer.

#### V. Passing of Risk

1. The risk will be transferred to the orderer if the delivery item has left the site or storage even if partial deliveries are to be carried out or in case we have taken over additional performances e.g. loading, transport or discharge.

2. If the performance is late due to circumstances on part of the buyer, the price risk passes to the buyer on the day on which the readiness for delivery has been notified. In this case we are entitled to store the product on the buyer's costs and risk on our own discretion and to invoice them as delivered ex works. If demanded by the buyer we insure the respective shipment on his/her costs against theft and pilferage, breakages, transport damages, fire losses and damage by water.

#### VI. Reservation of Proprietary Rights

1. The delivered product remains our property until all our outstanding accounts related to the business connection have been discharged. This also applies to the fact of granting the account balance acknowledgement.

2. The buyer is entitled to resell the delivered product in the course of any business connections in proper form if he/she transfers the occurring claims against his/her customer already at this point in time to secure the amount of our claims. With the sale of goods of which we have a pro rata proprietorship the assignment applies in advance amounting to the invoice value of our conditional goods. The buyer has to inform us about all matters requested and has to allow us to take insight into all documents.

3. The goods remain our property until they have completely been paid, and in the case of processing or alteration we will become manufacturer and in the case of a connection with other goods we will become co-proprietor on a pro rata basis according to the invoice value of the conditional goods. The new item will be stored for us by the buyer free of charge.

4. If the value of the existing securities exceeds the claims to be secured by more than 20%, we are accordingly obliged to release them if demanded by the buyer.

5. The buyer is not entitled to any disposals of any other types of the conditional goods (pledging, security transfer of title) or other transfers of the claims named in VI 2. and 3. If the conditional goods will be pledged or confiscated; the buyer has to notify our proprietorship and to inform us immediately.

6. If the buyer is late with payments or our claims are endangered due to a deteriorating creditworthiness of the buyer, we are, after the days of graces allowed by us have been passed unsuccessfully, entitled to demand immediate payment or to take back the conditional goods even if we have not withdrawn from the contract. We are also entitled to sell the conditional goods in a single tender action or to sell them at auction. The buyer is liable for our downtime costs.

7. As long as we are proprietor of our deliveries, the buyer is obliged to insure all products delivered to him/her on his/her own costs sufficiently against theft, breakage, fire, water and all other damages. If demanded by us he/she has to verify these insurances.

#### VII. Warranty Claims

Excluding any further claims BASS is liable for quality defects and defective titles of the delivery – with reservation of paragraph VIII – as follows:

##### Quality Defects

1. All parts that turn out to be defective due to circumstances prior to the passing of the risk must be repaired or replaced with defect-free parts as desired by the buyer. In case such defects are detective, BASS must immediately be informed in writing.

2. With apparent defects or in the case that the goods are incomplete, we are to be informed in writing about the complaints within a time period of 2 weeks after the goods have arrived at the desired location. Any other faults must be reported to us immediately within one week of the fault being noticed. The letter has to specify the exact error and must contain the invoice number. If demanded by us, receipts, prototypes, packing slips and/or the defective goods must be sent back to us. Claims of the buyer due to defectiveness or incompleteness of the performance are excluded if he/she does attend to his/her obligations.

3. In order to realize all subsequent improvements and replacement deliveries which BASS regards as necessary, the buyer is obliged to provide the necessary time and opportunities after having consulted BASS previously. Otherwise, BASS is excluded from any claims that result from that. Only in urgent cases that endanger the operating safety and/or to prevent disproportionately high damages – in such cases it is always necessary to inform BASS – the orderer has the right to remove the damage by himself/herself or by help of third parties, and to demand compensation from the orderer for the necessary expenditures. Replaced parts will become property of BASS.

4. Warranty claims of the buyer presuppose that he/she has met all his/her legal investigation and reproof demands in proper form. If the buyer does not comply with this obligation, he/she is not entitled to any warranty claims against us. Furthermore, the buyer has to provide evidence in appropriate and detailed form, that BASS products are the cause for defective parts produced. We have the right to ask for detailed information concerning the buyer's QM-system. The buyer is obligated to provide the opportunity to examine his/her QM system if demanded by us.

5. We are entitled to decide which form restitution should take. This means that we will decide whether to correct the fault, or to deliver a replacement product. If our first attempt to correct the fault fails, we are entitled to attempt once more to correct the fault. In this case, too, we are entitled to decide as to whether to correct the fault or to supply a replacement product.

6. The customer is only entitled to rescind the contract, or to demand compensatory damages if we have twice failed to correct the fault.

7. Beyond that, the customer is obliged to assure the quality produced by means of BASS tools by appropriate measures according to the QM-standard IATF 16949 or equivalent regulations (VDA 6.1, VDA 6.4). He/she is obliged to check the produced quality regularly by use of calibrated test instruments and, in the case of any deviations, to document it comprehensively and carefully. Without any exceptions, he/she is responsible for the quality of the parts which were produced with BASS tools even if we offer or provide support.

8. We do not assume any liability in the following cases: Inappropriate or improper usage, defective installation and/or start-up by the buyer or by third parties, natural wear, defective or negligent treatment, inappropriate maintenance, improper operating materials, damages caused by force majeure, special external circumstances not foreseen under the terms of the contract, chemical, electro-chemical or electrical effects or non-compliance with buyer's obligations as defined in paragraph VII 4 – as long as BASS is not responsible for them.

9. Minor faults that do not significantly affect the value of neither the goods, nor their suitability for use are excluded from the warranty.

10. If the buyer or any third party carries out any kind of repair works or modifications improperly, BASS is not obliged to assume any warranty claims for any consequences resulting from this. The same applies to modifications of the delivery item that have been carried out without the previous consent of BASS.

11. From all immediate costs that occur due to repair works and/or replacement deliveries we bear – as long as the complaint proves to be valid – the costs of the replacement including shipping.

12. Concerning possible compensation claims and remedy works there is a warranty period of 12 months from delivery date. This period is at least valid until the expiration of the warranty period for our original performance.

13. Claims to recourse against us by the customer shall only exist insofar as the customer has not reached any agreements with its customer which are more far-reaching than statutory claims on account of defects, for instance accommodation agreements.

14. Advertising messages of the buyer towards his/her customers or in his/her advertising material which are not authorized by us do not constitute any claims for damages against us.

15. We reserve the right not to pay out credit notes, but instead to credit the client's account.

**Defects of Title**

15. All our obligations named in paragraph VII are principally binding with reservation of paragraph IX. 2. for the case of copy-right and trademark infringements.

They are only valid if

- the buyer supports us in an appropriate manner to repel any exercised claims and/or enables the implementation of the modification measures according to these conditions,
- all defense measures including extrajudicial regulations are reserved to us,
- the defect of title bases not on the instruction of a buyer and

- the infringement has not been caused by the fact that the buyer changed the delivery item arbitrarily or used it in a non-contractual way.

16. Insofar as nothing else is agreed upon, our obligation is limited to the delivery to the country and place of delivery, free from commercial proprietary rights and copy rights ("proprietary rights") of third parties.

17. We shall not be liable for claims arising from infringement of third party intellectual or industrial property rights or copy rights if the industrial property right is or was owned by the customer or by an enterprise in which the customer holds, directly or indirectly, a majority of the shares or voting rights.

Our liability is also excluded if the delivery item or the production of the delivery item was made for the individual customer's needs, e.g. according to the customer's drawings.

18. We bear no liability for claims arising from the infringement of property rights if at least one proprietary right from a family of proprietary rights has been made public either by the European Patent Office or in one of the following states: Federal Republic of Germany, France, United Kingdom, Austria or USA. The proprietary rights shall not be made public later than the time of delivery. Liability shall be excluded if the customer insists on the execution of the purchase order/delivery regardless of the situation relating to property rights and despite having been made aware of certain intellectual property rights on our part.

19. If the use of the delivery item leads to the infringement of third-party property rights we are obliged to provide the purchaser the right to further use or to modify the delivery object in a reasonable manner for the purchaser in such a way that the injury of proprietary right no longer exists. If this is not feasible on commercially reasonable terms or within a reasonable period of time, we are entitled to rescind the contract.

20. The purchaser shall be obliged to notify us immediately and in writing of any such claim asserted by the third party. The customer shall grant us reasonable time to enter into negotiations with the third party to reach an amicable settlement of potential litigation.

VIII. Returns

1. Returns or replacements shall be possible only after prior consultation within 30 days and are subject to a storage fee of 20 %. Returns and replacements can be accepted only for new standard products in their original packing.

2. The cancellation of special tools is only possible by submitting an express statement and upon approval by BASS. The amount of the cancellation fee is determined according to the invoice sum and the date of the receipt of the cancellation declaration.

IX. Buyer's Liability, Exclusion of Liability

1. If the delivery item cannot be used by the buyer in the contractual way due to our fault and due to deferred or defective implementations of proposals and consultations carried out either prior to or after the respective implementation, or due to the violation of other contractual secondary obligations – particularly instructions for the operation, test and maintenance of the workparts to be processed – then the regulations as specified in paragraphs VII. and IX. 2. apply to the exclusion of additional claims of the orderer.

2. We do only assume liability – for whatever causes in law – for damages that did not occur on the delivery item itself

- a) if it was intended,
- b) if the owner/body or the executive personnel was grossly negligent,
- c) if life, body and/or health have been violated culpably,
- d) with defects that have been hidden fraudulently,
- e) in the course of a guarantee promise,

f) with defects of the delivery item as long as the Product Liability Act requires it to be liable for personal injuries or property damages on privately used items.

If essential contractual obligations have culpably been violated, we are also liable if non-executive employees have acted grossly negligent and/or with slight negligence. In the latter case it is limited to the contract-related, reasonably predictable damage. Further claims are excluded.

3. Including all causes and amounts the aforementioned limitations of liability also apply in behalf of our legal representatives, employees and other auxiliary persons and assistants.

X. Copyright/Confidentiality

We reserve copyrights in terms of illustrations, patterns and prototypes, cost estimates, drawings and suchlike corporeal and incorporeal information and the right to file applications for industrial property rights such as patents – even in electronical form. It is not allowed to access them to third parties without our authorization and it may only be made available to those persons within the customer's own operation who necessarily have to be included in the use thereof and who are also committed to secrecy, the information shall remain our property. Without our prior written consent such information may not be duplicated or commercially used. On demand they must be handed out immediately.

XI. Export Control Clause

1. Deliveries and services (contractual performance) shall be subject to the service that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The customer undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the contract shall be considered not concluded with respect to the parts affected.

2. We have the right to terminate the contract without notice if such termination is necessary for us in order to comply with national or international legal provisions. In this case, the customer is excluded from raising a claim for any damage or other rights on account of the termination.

XII. Software Usage

1. As long as our delivery contains software, the buyer is granted a non-exclusive right to use the software including its documentation. It will be left to be used with the delivery item intended for it. It is not allowed to use the software with more than one system.

2. The buyer is allowed to reproduce, revise, and translate the software or to convert its object code into the source code only in line with legal regulations (§§ 69a ff. UrhG (German Copyright Act)). The buyer obliges him/herself not to remove manufacturer information – particularly copyright-notes – or to change them without our explicit authorization.

3. All other rights related to the software and the documentations including copies remain with us and/or the software supplier. It is not allowed to grant concessions.

XIII. Agreement on Applicable Law, Place of Jurisdiction and Place of Fulfillment

1. The site of the plant is the agreed place of jurisdiction for all litigations resulting from the contractual relationship if the buyer is a dealer, a legal person under public law or a separate asset under public law or does not have a general place of jurisdiction at home, even with exchange, court and cheque procedures.

However, we are entitled to sue the buyer even at his/her place of general jurisdiction.

2. Without any exceptions the law of the Federal Republic of Germany eligible for the privity of contracts with domestic contractual partners constitutes the only right applicable; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is thus excluded.

3. Place of fulfillment is the site of the plant.

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