

BBT Automotive Components GmbH

General sales terms and conditions

I. General

1. These conditions subject to all deliveries, no matter if purchase or order acceptance ex works. We only deliver to these conditions, which are at the same time valid for all further business agreements, even if they are not included especially.
2. We herewith contradict business and purchasing conditions of contract partners. These will under no circumstances become object of agreement. Deviations from our contracts only apply if confirmed by us in writing before conclusion of contract. We are not obliged to contradict the contract forms or general terms and conditions of the customer, even not if the validity of the terms and conditions is mentioned as an express condition for the business transaction. We (herewith) declare that we exclusively intend to conclude contracts on the basis of the present terms and conditions.
3. Place of settlement for both parties is our place, place of jurisdiction is, chosen by us, Ansbach or Nuernberg.
4. The responsibility for the selection of goods and the intended purpose for them is up to the customer. In single cases we give special written assurances or guarantees.
5. We are entitled to request business references at the first business contact before acceptance of order. This means in particular bank details and a contact person.

II. Prices

1. If not agreed otherwise in writing, our prices are valid net ex Weihenzell exclusive lost for packing, despatch and transport.
2. We are entitled to send our invoices by electronic means.

III. Delays in Payment

1. If our customer gets in delays with payment obligations, he owes us interests of 8 % over the basic rate of interest at that time.
2. We are entitled to resign from the contract if our customers' economic circumstances deteriorate or worse circumstances get public, just as if payment obligation is not fulfilled within 2 weeks despite of reminder. If payment is allowed in partial amounts, the rest will get due immediately after payment dates are exceeded more than 2 weeks. If the customer gets in delay with the purchase, even of a part, of the agreed quantities of orders on call, we are entitled to resign from the not fulfilled part of the agreement on call and to demand compensations because of not accomplishing the complete agreement on call. The same applies if the customer gets in delay with the payment of previous deliveries and is not able to accept further services only against advance payments and purchaser security.
3. Settlements in account with not agreed, unclear or not valid demands are not permitted.

IV. Compensation

If the customer does not fulfil a contract or if we can use our right to resign from the contract, we get a lump sum of 25 % from the agreed price for compensation of our lost profit in addition to already effected labour cost and material used, without proof not having the right of both sides to proof a higher or lesser damage.

V. Reservation of Ownership

1. Goods supplied remain our property until payment of all our demands under the business contract with the customer has been received.
2. Sale and manufacturing of goods with reservation is admitted. In so far the customer withdraws the arising demands against third parties already now. The customer is revocably entitled to draw in the demands.
3. The reservation of property entitles us to the immediate re-taking of possession in case of payment delays. The customer resigns the objection and authorizes us from the beginning to sell the goods on his cost.
4. If the goods subject to reservation are processed by the customer then it is agreed that the processing is done in the name and for account of the supplier as manufacturer and the supplier shall acquire the ownership directly or – if the processing is of material from several owners or if the value of the processed item exceeds that of the goods subject to reservation – the co-ownership (fractional ownership) of the newly created item in the ratio of the goods subject to reservation to the value of the newly created goods. In case that no such acquisition of property should occur for the supplier, the customer shall henceforth transfer his future property or – in the above relation – co-ownership of the newly created item to the supplier's security. If the goods subject to reservation are combined or inseparably mixed with other goods to a single item and if one of the other can be considered as the main item, then the supplier shall, insofar as the main item belongs to him, transfer the co-ownership proportionally to the customer of the uniform item in the ratio stated in sentence 1.

VI. Transfer

1. Goods are always forwarded at purchaser's risk and charge. With transfer to the forwarder the risk changes sides, at latest leaving our business site.
In case the purchased goods shall be exported, the customer shall be obliged to obtain the necessary authorisations for export and customs as well as other importing documents at his own expenses. We are not liable for the admissibility of the exportation of the goods and its accordance with particular legal and technical regulations of the importing country.
2. An insurance for the goods during transport is only made by us if we have been received an order by the customer.

VII. Responsibility

1. The customer is obliged to check completeness and condition of goods immediately after receipt and to inform us in writing about claims on the next day at latest, otherwise warranty expires. If notices of defects are justified, we have the right to take the goods back and supply a replacement immediately.
2. Discrepancies in the condition of the delivered goods cannot be objected as long as they are customary and for the intended purpose not considerable. Manipulation, which is in a relation with a notified claim, liability also expires.
3. Claim for non-accomplishment or delay is only possible, if we can be proved intention or coarse negligence. This also applies to damages in sequence to deficiencies. If we are not in a position to supply replacement or improvement – to which we are also entitled – within a reasonable period of time, the customer can require the cancellation of the contract. The limitation of liability shall not apply to personal injury or to violation of essential contractual duties. The obligation to deliver in time is essential as well as the duties to advice, protect and care which shall enable the customer to use the delivery item according to agreement or contribute to the protection of life and limb of the customer's personnel or to the protection of its title against substantial damage. Our liability to pay compensation for property damage and further resulting financial losses is limited to an amount of the current sum insured in the event of liability for simple negligence, even if it is a violation of essential contractual duties.
4. Claims against us no matter the cause become prescriptive after 12 month with exception of personal injury.
5. Our customer is obliged to check delivered goods carefully before manufacturing or using them. Therefore we are released from product liability claims.
6. No merchandise is to be returned to us without agreement.

VIII. Deliveries

1. We endeavour to deliver on time. Delivery dates are only binding if they are agreed with a firm date in writing. If we are nevertheless not able to deliver, a written set term of at least 4 weeks has to be agreed. This has to take place 2 weeks after expiration of the delivery date.
2. A suitable extension of the delivery time always takes place because of unexpected obstacles, force majeure and also due to alterations or additional requirements of the customer which concern the type of the products and the scope of the delivery.

IX. Choice of law

All legal relations are under the jurisdiction of German law. The application of international legislations is excluded, in particular the application of the UN Sales Convention.

X. Others

1. If written form is mentioned in these terms and conditions, fax and e-mail is meant by this as well (including acknowledgement of receipt and read confirmation).
2. It is agreed that all verbal agreements besides to the contracts are only effective, if they are confirmed in writing. A renunciation to fulfil this regulation has to be done in writing.
3. We reserve the right to consider declaratory acts, which are not given in German or English language, as not taken place.
4. Should one or more provisions of this agreement be totally or partially legally ineffective or invalid, the validity of the terms and conditions shall thereby not be affected. In this case, the customer and us are obliged to replace the concerning provision with an effective regulation which come closest to the intended economic purpose. The same applies in the event of a gap.