

All of our deliveries and services to businesses, companies, legal entities subject to public law or special assets governed by public law shall be governed exclusively by the following terms and conditions:

I. OFFER AND ACCEPTANCE / WRITTEN FORM

1. Any delivery contract as well as any amendments, ancillary agreements and other agreements shall become binding only upon confirmation by us.
2. The delivery contract as well as any amendments, ancillary agreements, declarations regarding its termination or other declarations and notifications shall be submitted and/or concluded in writing, to the extent that these General Conditions do not specify otherwise.
3. With the receipt of our confirmation and/or acceptance of the ordered goods or services the purchaser accepts our General Conditions of Sale and Delivery. We shall not be bound by any general terms and conditions of the purchaser that differ from these General Conditions of Sale and Delivery unless, and solely to the extent, such differing terms are expressly accepted by us in writing. We hereby expressly object to any such differing terms and conditions. Such differing terms and conditions shall not become part of a contract, either by acceptance of the order or implicitly by any other act.

II. PRICES / PROCESSING FEES

1. The prices and discounts applicable on the date of delivery or performance plus the relevant statutory value added tax, and plus any charge for disposable packaging according to Article IV Section 3 hereof, shall apply.
2. We may charge an additional processing fee for an order if quantities do not reach the minimum quantities and/or minimum order value as contained in the relevant price list.

III. DELIVERY TIMES / DEFAULT / SCHEDULE TRANSACTIONS

1. A delivery period shall begin to run from the date of confirmation of the order but in no case earlier than the date of final agreement on all matters to be clarified with the ordering party prior to the start of production.
2. In case of any unforeseen or unavoidable event in the production or other obstacles such as force majeure, labor disputes or other disruptions in our own business or in the business of our suppliers as well as delayed delivery by our suppliers may extend the delivery period by a period of time equal to the duration of such event. We shall inform the purchaser of the start and expected end of such circumstances as soon as possible.
3. To the extent that we are in delay and the purchaser incurs any documented damage as a result thereof, the purchaser may demand an agreed and fixed compensation. Such agreed and fixed compensation will be one-half percent (0.5%) for each full week of delay, calculated on the value of that part of the total delivery that could not be used as anticipated by the contract as a result of the delay, but in no event more than five percent (5%) of such value. The purchaser may rescind (*ophæve*) the delayed part of the contract if a delay persists beyond the period for maximum agreed compensation according to this Section 3. The remedies stipulated in this Article III shall constitute the sole and exclusive remedies of the purchaser in case of delay.
4. To the extent that we have agreed with a purchaser that a particular delivery volume is to be delivered within a specified time period ("Agreed Period") and that the purchaser has the right to determine the specific delivery date, the purchaser must notify us of the desired delivery date not less than twelve (12) weeks prior to such date. After the Agreed Period has expired, we may invoice the purchaser for any volume of products with respect to which delivery has not been requested and deliver such products.
5. Partial deliveries are permissible to the extent that such partial deliveries are not unreasonably burdensome for the purchaser.

IV. PACKAGING / SHIPPING / INTRA-COMMUNITY SUPPLY

1. Delivery shall be DDU (Incoterms 2000) from the location designated in the offer and order confirmation. Costs for shipping of orders shall be charged to Buyer according to Seller's practice.
2. The method of packaging and the packaging material will be determined by us at our sole discretion.
3. Palettes, containers, and other reusable packaging remains our property and must be returned by the purchaser to our delivery center without undue delay and at no charge to us. We shall invoice disposable packaging at cost and will not take back such packaging.
4. The purchaser shall be responsible for additional costs for express shipping and for the mailing costs for small item deliveries.
5. In case of deliveries into other EU member states ("Intra-Community Supply") the purchaser is obliged to support us with any reasonable assistance in order to prove the Intra-Community Supply. In particular, we can request a signed and dated confirmation of the Intra-Community Supply containing at least: name and address of consignee, quantity and commercial description of the goods and place and date of receipt of goods. If the purchaser does not comply with the aforesaid cooperation obligation, the purchaser shall be liable for any damages resulting thereof, especially shall compensate any value added tax (VAT) imposed on us.

V. PAYMENT

1. Payment must be made without any deductions to one of our bank accounts within thirty (30) days of receipt of invoice. Invoices shall be deemed to have been received within 3 days of dispatch, unless the purchaser proves otherwise.
2. The purchaser shall be in breach of its payment obligation as soon as the agreed payment date has passed unless payment does not take place due to a force majeure event.
3. It is not permissible to retain any payment on the basis of any counter-claim or to set-off such payment in relation to any counter-claim unless such counter-claims or set-off are undisputed by us, or have been finally judicially determined. Retention or set-off of payments contrary hereto shall constitute breach of purchaser's payment obligation.

VI. RETENTION OF TITLE

1. We retain title to all goods delivered by us until all claims resulting from the purchase of such goods, including interest and costs have been settled ("Retained Goods"). Purchaser is obligated to store and handle the Retained Goods in a way that makes the Retained Goods easily identifiable at all times.
2. The purchaser is entitled to resell the Retained Goods within the ordinary course of business. The purchaser must keep updated and accurate logs of sold Retained Goods.
3. At any sale of Retained Goods the purchaser must either settle the purchase price to us for such Retained Goods or assign to us all claims against its customers that result from the sale of such Retained Goods. We hereby accept such assignment. If the Retained Goods are sold together with other goods that are not owned by us, then the purchaser assigns to us such part of the claim resulting from the sale that is equal to the invoiced amount for the Retained Goods. The purchaser is obligated to notify its customers of the assignment at the closing of binding agreement to sell the Retained Goods.
4. The purchaser shall remain entitled on a revocable basis to collect any claims resulting from the resale of the Retained Goods.

5. We shall release the collateral to which we are entitled to the extent that the value of such collateral exceeds the claims to be secured by more than ten percent (10%).
6. The purchaser must notify us without undue delay if the Retained Goods are attached or if our rights are adversely affected by a third party in any other way. The purchaser shall also immediately inform the distrainor of the retention of title.

VII. DEFECTS IN MATERIAL OR WORKMANSHIP ("MANGLER") / LIMITATION OF LIABILITY

1. To the extent that supplied goods are unusable in whole or in part due to defects in material or workmanship ("mangler"), we shall at our reasonable discretion, either cure such defect at no cost to the purchaser or deliver, at no cost to the purchaser, defect-free goods (hereinafter "Supplementary Performance"). Our liability shall not cover defects caused or increased by misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us. Furthermore, defects or damages caused by normal wear and tear shall be excluded from our liability.
2. The purchaser must grant to us a reasonable period of time and reasonable opportunity to permit Supplementary Performance, which Supplementary Performance will be performed by us in our reasonable discretion. The purchaser has the right to perform Supplementary Performance itself or to cause a third party to perform such Supplementary Performance and, in each case, demand reimbursement of the direct and documented costs associated therewith, only (i) in case of emergency relating to operational security, (ii) to avoid unreasonably high damages or (iii) when we are in material default with respect to the Supplementary Performance. The purchaser must notify us immediately of an occurrence of any of the events described in the previous sentence.
3. The remedies stipulated in Section 1 and 2 above shall constitute the sole and exclusive remedies of the purchaser in case of defects. Claims for damages for whatever reason are excluded, unless caused by our wilful misconduct or gross negligence or by wilful misconduct or gross negligence by any party assisting in the performance of our obligations. We shall, however, in no circumstances be liable for loss of assets, loss of earnings, loss of time, margin loss, consequential loss or any other indirect losses.
4. As far as our liability is excluded or limited, such exclusion or limitation shall also apply to any personal liability of our employees, representatives and persons assisting in the performance of our obligations.
5. Immediately following delivery, the purchaser is obligated to perform such inspection of the delivered products as required by usual good practice. Notice of any shortage in delivery or of any obvious faults or defects, for which we are liable, must be filed to us in writing, stating the exact nature and extent of the faults or defects, within 3 working days from delivery.
6. Notice of hidden faults or defects, for which we are liable, must be filed to us in writing, stating the exact nature and extent of the faults or defects, immediately upon their discovery and in no event later than 24 months following delivery.
7. Purchaser is irrevocably barred from filing any complaints or making any claims against us for faults or defects in the delivered products 24 months following delivery.
8. The delivered goods with respect to which defects have been notified must be kept available for us. We shall bear the costs of any return shipment to us only if such shipment takes place at our request.
9. The purchaser shall bear the burden of proof for establishing the elements of any breach of duty on our part alleged by the purchaser. This burden of proof shall also apply with respect to our willful misconduct or negligence.

VIII. GUARANTEE / PROCUREMENT RISK

1. Guarantees and procurement risks require, in order to be validly assumed by us a specific assumption of risk expressly designated as such.
2. The assumption of any guarantee or procurement risk shall require written form in order to be effective.
3. The purchaser agrees with us that statements in our catalogues, printed material, brochures and other general information in no event and at no time constitute a guarantee or the assumption of the procurement risk.

IX. USE OF SOFTWARE

1. To the extent that the scope of delivery includes software, we hereby grant to the purchaser a non-exclusive, non-transferable license that is limited to a definite time period pursuant to the provisions of the particular delivery, to use the software and its accompanying documentation in connection with the relevant delivered item. The software may not be used in connection with more than one delivered item. The granting of sub-licenses is not permitted.

X. CONFIDENTIALITY

1. The purchaser and we will keep confidential all information received from each other. This confidentiality provisions shall continue to apply after termination of any delivery contract. The confidentiality obligation does not apply to information that (i) the receiving party had already obtained legitimately at the time of disclosure, provided such information was not subject to a confidentiality obligation or (ii) that the receiving party later obtains independently and legitimately without being obliged to keep such information confidential, or (iii) that is or becomes generally known without any breach of contract by one of the parties.
2. Each party retains title and all rights to all documents or other media made available to the other party. Such documents or other media may be reproduced, replicated or transferred to third parties only with the consent of the party making such available.

XI. PRODUCT LIABILITY

1. We shall be liable for defects in products ("defekt") pursuant to the mandatory provisions of the Danish Product Liability Act (Produktansvarsloven). We hereby disclaim and exclude to the widest extent possible any other kind of liability for damage or injury caused by a defective product. Our liability shall not exceed the coverage of our product liability insurance in force from time to time.
2. We shall, however, in no circumstances be liable for loss of assets, loss of earnings, loss of time, margin loss, consequential loss or any other indirect losses.
3. The purchaser shall without undue delay inform us in writing if the purchaser becomes aware of damage caused by the products delivered by us, or if a third party alleges that our products cause such damage, or if there is serious risk that our products will cause such damage.
4. The purchaser shall submit to the jurisdiction of the forum in which an action for product liability may be brought against us or a Schaeffler entity (by a third party). To the extent that we (or an entity of the Schaeffler group) incurs product liability towards a third party, the purchaser is obliged to indemnify us for any claim in excess of our liability towards the purchaser pursuant to this Article XI.

XII. MISCELLANEOUS

1. The place from which our delivery originates shall be deemed to be the place of performance.

General Conditions of Sale and Delivery of Schaeffler Danmark ApS

SCHAEFFLER



2. The place of competent jurisdiction shall be the court of Aarhus (Byretten i Aarhus). Notwithstanding the foregoing, we shall have the right to also commence legal proceedings at the principal place of business of the purchaser.
3. The contractual relationship shall be governed by the laws of Denmark to the exclusion of any rules governing the conflict of laws. The application of the Convention for the International Sales of Goods (CISG) is hereby expressly excluded.
4. The failure to assert, in whole or in part, any right arising from a delivery contract or the assertion of any such right belatedly shall not be construed as a waiver of such right or any other right.
5. If any provision of these General Conditions of Sale and Delivery is or becomes ineffective, the remaining provisions shall remain valid. In such case, we and the purchaser shall replace such provision with an effective provision which most closely reflects the commercial purpose of the ineffective provision.
6. Please note that we store and process personal data in the course of business transactions. All legal regulations concerning data privacy are observed.

Schaeffler Danmark ApS