

Standard purchasing terms and conditions

I. AREA OF APPLICATION

1. The following terms and conditions apply to all legal relationships – including future transactions – between Voltabox AG and the supplier. The supplier cannot rely on any sales and delivery terms and conditions of its own. Conflicting terms and conditions or any supplier's terms and conditions varying from those of Voltabox shall only apply if Voltabox has acknowledged them in writing. Neither our silence nor our acceptance without reservation of the supplier's service or payment for it are deemed to be acknowledgement.

2. Voltabox's purchasing terms and conditions only apply vis a vis companies within the meaning of §14 BGB (Civil Law Code), legal persons under public law or public law special assets in accordance with § 310 BGB. Entrepreneurs within the meaning of § 14 BGB means natural or legal persons or partnerships with legal capacity that are conducting their commercial or freelance professional activities when concluding a legal transaction.

II. CONTRACTUAL BASES / RANKING

The rights and duties of Voltabox and of the supplier are governed by the following requirements with the following ranking:

- a) Individual agreements such as individual orders and framework agreements
- b) Supply agreements
- c) These standard purchasing terms and conditions
- d) Legislation.

III. CONCLUSION AND AMENDMENT OF CONTRACTS AND ORDERING

1. Orders and amendments/supplements to these and delivery call-offs are only binding if they have been issued or confirmed in writing by Voltabox.
2. Any oral agreements before and during conclusion of the contract must be put in writing. There are no oral agreements.
3. If the supplier does not accept the order in writing within five (5) working days of receipt, Voltabox is entitled to cancel it.
4. Voltabox may demand from the supplier changes to the items to be delivered in terms of structure and design within reasonable limits. Rules reasonable for both parties are to be agreed about the effects, in particular with regard to the increased or reduced costs and the delivery dates.

IV. PRICES AND PAYMENT TERMS

1. The agreed prices are fixed prices. Unless otherwise agreed, they are all deemed to include packing and dispatch free of charge to the receiving points (Incoterms 2000: DDP) and excluding Value Added Tax.
2. Unless otherwise agreed, payment is to be made by the 25th of the month following delivery with 3% discount or within 120 days with no deduction. The discount period commences with the date of receipt of the invoice but in any event not before receipt of the goods. If early deliveries are accepted, the due date is based on the agreed delivery date.
3. Voltabox will only pay for packaging costs after prior written agreement.
4. In the event of a defective or short delivery, Voltabox is entitled to withhold payment in proportion to value until correct fulfilment.
5. Voltabox is entitled to set off its own claims e.g. arising from complaints or returns against its payments.
6. Payments are always made subject to checking the invoice. Invoices are to be issued showing the Voltabox order number with line item number, Voltabox article number, the supplier's delivery note number and the supplier's number. Invoices are to be issued in duplicate.
7. In the event of deliveries from the EC (European Community) economic area, invoices must bear a supplier's declaration in accordance with EEC Directive no. 1207/2001 regarding proof of origin. There is an exception for suppliers in the Federal Republic of Germany, who are allowed to make a global declaration.
8. If these rules are not observed, invoices will be deemed not to have been raised until clarification or completion by the supplier. Voltabox will inform the supplier without delay of any errors in its invoice.
9. Payment is to be made in the forms of payment chosen by Voltabox, namely by cash or by transfer to the payment destination specified by the supplier.
10. Without Voltabox's prior consent, which may not be refused without good reason, the supplier is not entitled to assign its claims against Voltabox or to arrange to have them collected by third parties. If in contravention of Sentence 1 the supplier assigns its claims against Voltabox to a third party without Voltabox's consent, the assignment is nevertheless valid. However, Voltabox may choose to pay either the supplier or the third party, thereby discharging its liability.

V. DELIVERY AND SERVICE PROVISION

1. Delivery and dispatch are at the supplier's expense and risk to the receiving points specified by Voltabox. Incoterms 2000 apply to all delivery clauses. Any necessary additional costs incurred for accelerated transportation in order to meet delivery dates are to be borne by the supplier.
2. Every delivery is to be notified to Voltabox and the recipient specified by Voltabox on the day of dispatch. Dispatch documents, delivery notes and package labels are to bear the information about the Voltabox order including the order number and line item number as well as the Voltabox article number. Delivery notes in duplicate are to accompany every delivery.
3. In the event of agreed delivery "ex works", Voltabox and the recipient specified by us are to be informed in good time of the dimensions and weight of the consignment. If the carrier is engaged at Voltabox's expense by the supplier, it is to be pointed out that the transport insurance is covered by Voltabox.
4. In the event of the use of reusable packaging that is sent back to the supplier free of transport costs, Voltabox may claim a refund of the value of the packaging.
5. If the goods manufactured by the supplier for Voltabox are required for export, the supplier is obliged to submit a written declaration of the origin for customs law purposes of the items to be delivered, using a form defined by Voltabox. This declaration is to be submitted to Voltabox with the first delivery at the latest. The origin of items to be delivered for the first time or any change of origin is to be notified to Voltabox without delay and without the supplier being asked. The supplier is liable for all losses incurred by Voltabox as a result of the incorrect or late submission of the delivery declaration. If required, the supplier must evidence its statements about the origin of the goods by means of an information sheet confirmed by its customs office.
6. The goods ordered must have been received on the agreed delivery dates or within the agreed delivery periods at the specified receiving points. Observance of the delivery date or the delivery period is determined by receipt of the goods at Voltabox or by the recipient specified by Voltabox.
7. If after order confirmation the supplier discovers that it cannot meet the agreed delivery periods, it must inform Voltabox of this in writing without delay. If Voltabox is obliged to pay in advance, Voltabox may refuse payment if it becomes evident after conclusion of the contract that Voltabox's right to reciprocal fulfilment is threatened by the supplier's inability to deliver. The right to refuse payment lapses when the delivery is made or security is provided for it. Voltabox is entitled to specify a reasonable period within which the supplier must choose either to make the delivery or to provide security step by step with payment. Once this period has lapsed, Voltabox is entitled to cancel the contract.
8. Voltabox is entitled to refuse to accept goods delivered before the delivery date agreed in the order and to return the goods delivered early or to store them with a third party at the supplier's expense and risk.
9. The supplier must inform Voltabox in writing without delay of any significant delay in its service, stating the reasons and the expected duration of the delay.
10. In the event of delay Voltabox is entitled to demand a contractual penalty from the supplier. This amounts to 0.5% of the value of the goods involved in the late delivery for every week or part week of delay, subject to an overall maximum of 5% of that value. The claims due to Voltabox as a result of delay are not affected by the agreement of the contractual penalty or its being claimed. Any contractual penalties paid are to be set off against compensation claims. The contractual penalty may be claimed until payment for the goods delivered late.
11. Labour disputes, unrest, official measures and other unforeseeable and unavoidable occurrences release the supplier and Voltabox from their duty of performance for the duration of the problem and to the extent of its effect. This also applies if the occurrences happen at a time when the party affected is late with performance. The party affected must inform the other party to the contract in full without delay and do everything that it reasonably can to limit the effect of such occurrences.

VI. QUALITY AND DOCUMENTATION

1. The supplier shall ensure that all the data, circumstances and facts and the intended use of its deliveries of importance to the fulfilment of its contractual duties are known by it in good time. It is responsible for ensuring that its deliveries include all the services required for their specified safe and economical use, that they are suitable for their intended use and are in line with the current state of the art. In performing its services, the supplier shall observe all the relevant standards, acts and legislation, in particular the relevant environmental, hazardous goods and accident prevention legislation and also the generally acknowledged technical safety and employment-related medical regulations.
2. The supplier must constantly monitor the quality of its deliveries and services. To this end it shall set up and maintain a quality assurance system to ISO/TS16949, VDA6.1 or QS9000-9004.
3. Changes to the items to be delivered and to the manufacturing process require Voltabox's prior written consent. For the initial sample testing we refer you to the VDA (Automobile Industry Association) memo "Assuring the quality of deliveries – Selecting the supplier / Production process and product approval / Quality performance in mass production."
Regular deliveries cannot start until Voltabox has accepted the samples. Regardless of this, the supplier must constantly check and improve the quality of the items to be delivered.
The parties to the contract will keep each other informed of any opportunities for improving quality. The supplier undertakes at Voltabox's request to conclude a quality management agreement and to implement the

requirements specified in it. This quality management agreement will become part of these purchasing terms and conditions.

4. With the motor vehicle parts designated in the technical documents or by separate agreement in particular with such parts marked, for example, with a "D", the supplier must also note in separate records when, in what manner and by whom the items to be delivered have been inspected with regard to their features involving an obligation to document them and what the results were of the quality tests required. The inspection documents are to be retained for ten years and submitted to Voltabox upon request. As far as the law allows, the supplier must impose the same duty on its own suppliers and to the same extent. We refer you to the guide in the VDA memo "Verification – Guide on recording and archiving quality requirements."

If public authorities responsible for motor vehicle safety, exhaust gas regulations and the like demand to inspect Voltabox's production process and inspection documents to audit fulfilment of specific requirements, the supplier declares that it is prepared at Voltabox's request to grant Voltabox the same rights within the supplier's business and to provide it with all reasonable assistance in this.

VII. CONFIDENTIALITY

1. The supplier undertakes to keep secret from third parties all commercial and technical information (e.g. in reproductions, drawings, calculations) not known to the public that become known to it as a result of the business relationship with Voltabox as long as and in so far as this information is evidently not known to the public, including after the completion of this contract. Such information may not be reproduced or used commercially, except for delivery to us, without Voltabox's prior written consent.
2. All technical drawings, standard sheets, printed forms, models, profiles, tools, press moulds, hardware, software, data, know-how and the like provided by Voltabox remain Voltabox's property, are to remain secret and may not be made accessible to third parties nor may products manufactured with the aid of these documents, information and tools provided be offered, supplied or otherwise brought to the attention of third parties either directly or in combination with other products without Voltabox's written consent. This also applies where relevant to all documents and information that relate to or detail the services to be provided (results of work), in particular development services provided by the supplier under the supply contract. Misuse entails a duty to pay compensation and entitles Voltabox to cancel the contract entirely or in part without penalty.
3. Drawings, models, templates, samples, software and similar items may not be handed over to unauthorised third parties or otherwise made accessible to them. The reproduction of such items is permitted only within the context of business requirements and copyright regulations.
4. At Voltabox's request all information originating from Voltabox (inc. copies and drawings produced) or items lent (e.g. models, templates and the like) are to be returned in their entirety or completely destroyed without delay. Voltabox reserves all rights such as ownership rights and copyright in such information.
5. The same duty is to be imposed on sub-suppliers.
6. The supplier may only advertise the business relationship with Voltabox with Voltabox's prior written consent. Enquiries should be addressed to Voltabox AG, Delbrück.

VIII. INTELLECTUAL PROPERTY RIGHTS

1. The supplier gives a complete and independent guarantee that the supply and use of the items ordered and/or other services to be provided under the supply contract (results of work), in particular development results do not infringe the intellectual property rights of third parties in the country or abroad and must indemnify Voltabox against all claims made against Voltabox for infringement of intellectual property rights. Upon the first written request the supplier must indemnify Voltabox and Voltabox's customers against third party claims. The expiry period for these claims is 10 years commencing with the conclusion of the contract. In the event of infringement of third party intellectual property rights, in addition to compensation claims the supplier is liable to Voltabox for all legal and contractual claims arising from physical or legal defects. This also applies to parts that the supplier has purchased from third parties.
2. In the event of the use of third party intellectual property rights on the basis of licence contracts concluded by the supplier with an area of application with territorial restrictions, the supplier must ensure that their use is permitted in all the countries in which there are relevant intellectual property rights.
3. If the supplier enjoys intellectual property rights, the subject of which is the use of the products supplied or the results of the work provided by it or for which the use of the results of the work provided is necessary, the supplier shall grant Voltabox an irrevocable, global right of shared use free of charge, that is to say such a right fully covered by the charge agreed for their supply, in these intellectual property rights to the extent required for the use and exploitation of the products supplied or the results of work provided or major parts of these. This right expressly includes Voltabox's right to issue sublicences to third parties to the extent necessary for the use and exploitation of the products supplied or results of work provided. The same applies to know-how.
4. At Voltabox's request the supplier shall inform it of the use of its own published and unpublished intellectual property rights and applications for intellectual property rights in the items to be delivered.
5. Voltabox and its subsidiaries and associated companies are granted an exclusive, unrestricted and irrevocable right of exploitation in the results of work, in particular the results of any development work ordered, as a whole and also in their major parts, which right is transferable and is fully covered by the charge for the supply. In so far as results of work are fully or partly protected by intellectual property rights, the contractor shall grant Voltabox and its subsidiaries and associated companies the exclusive, irrevocable and transferable right unrestricted as to

time, place or content to use these results of work in whatever form and manner it wishes, in particular to reproduce, amend and process them.

6. Voltabox has a first option to acquire intellectual property rights with regard to all inventions made in the context of fulfilment of an order for development by the supplier or its employees or jointly with Voltabox's employees. The supplier shall inform Voltabox without delay of all inventions submitted or ones otherwise brought to its attention and shall offer these to Voltabox for it to take over free of charge. The supplier is solely responsible for rewarding its employees in accordance with the Act on employee inventions. The supplier declares that it is willing to provide assistance and information at its own expense regarding all explanations necessary to the acquisition and granting of intellectual property rights.

7. If Voltabox is not interested in acquiring intellectual property rights under Point VIII 6., the supplier may take steps to acquire the intellectual property rights on its own behalf and at its own expense, in which case the supplier shall grant Voltabox a non-exclusive, global, irrevocable licence free of charge in all intellectual property rights based on this invention. If the supplier intends to let such intellectual property rights lapse, it shall first offer them to Voltabox in writing for takeover free of charge. If the supplier wishes to transfer such intellectual property rights to a third party, it shall first inform Voltabox in writing. Voltabox will then have a right of first refusal of the intellectual property rights on reasonable terms that Voltabox may exercise within 2 months of receipt of written notification. In the event of transfer of intellectual property rights to a third party under Point VIII 7., the supplier must ensure that the latter acknowledges Voltabox's rights under Point VIII 7.

8. In so far as the supplier makes use of a subcontractor, it must ensure that it acknowledges the rights granted to Voltabox under Points VIII 5. to VIII 7.

IX. CLAIMS FOR DEFECTS AND PROBLEMS WITH PERFORMANCE

1. The supplier provides a full guarantee of fault-free work, high-quality and correct design and use of good, fault-free raw materials and the existence of promised characteristics.

2. The goods must in any event observe the generally acknowledged rules of the state of the art and comply with safety at work and accident prevention regulations, in particular as set down in standards, legislation and other recognised technical documents. Voltabox is entitled to conduct inspections on a random sampling basis. These may also be conducted at the production site. Quality and quality-related complaints established after receipt of the goods are not excluded by confirmation of the receipt of the goods.

3. The legislation on physical and legal defects applies provided that nothing else arises from the terms below. The rules in Point VIII are unaffected. In the event of a defective delivery, Voltabox is entitled to demand subsequent fulfilment by the supplier (correction of the defect or new delivery as Voltabox chooses) and, if the legislative preconditions are fulfilled, a deduction or cancellation of the contract. The right to compensation is expressly reserved.

4. In the event of a threat to operational security or the risk of unusually high loss or damage or if the supplier is late in correcting the defect, after first informing the supplier Voltabox is entitled to correct the defect itself or to have it corrected by third parties. Any costs incurred as a result of this are borne by the supplier.

5. The supplier shall bear all work and costs incurred in connection with subsequent fulfilment (correction of the defect and new delivery). Subsequent fulfilment (correction of the defect and new delivery) is to be provided free of charge at the point of use.

6. If defective deliveries make piece-by-piece or 100% inspection of deliveries necessary, the supplier shall bear the resulting costs incurred.

7. If the same goods are repeatedly delivered in a defective condition, after setting a reasonable deadline in writing Voltabox is entitled to cancel the contract, including with regard to the extent to which the contract has not been fulfilled, if the supplier does not provide subsequent fulfilment within that deadline i.e. does not deliver the goods within the deadline or once again delivers defective goods unless the defect is minor. In addition, the supplier is liable for all damage or losses incurred by Voltabox directly or indirectly as a result of defective deliveries. If the supplier makes use of third parties to provide the service, it is liable for these as for its agents. In the case of rework or replacement deliveries, the time to the expiry date starts to count down again.

8. The guarantee period is 48 months from handover of the items delivered to the end consumer but in any event 60 months after receipt of the delivery at the place of fulfilment at the latest .

9. Voltabox's right of recourse against the supplier under §§ 478, 479 BGB is unaffected by this.

X. LIABILITY

1. If as a result of a fault with a product manufactured or supplied by the supplier someone is killed or injured or his/her health is affected or if another item, which by its nature is intended for consumption or use and has been used primarily by the injured party for this purpose, is damaged, the supplier is obliged to compensate the injured party and/or Voltabox for the damage or injury suffered and any resulting consequential damage or injury, regardless of blame. If claims are made against Voltabox as a result of such injury or damage, regardless of any blame the supplier shall indemnify Voltabox against any third party claims and shall refund to Voltabox any costs incurred in connection with contesting such claims on the condition that Voltabox informs the supplier without delay of any such claims and makes it possible for it without any prejudgement of its rights to contest these claims in or out of court. If the product has to be recalled from the market as a result of a product defect or if a warning

must be issued, the supplier shall refund Voltabox for all work and costs in connection with this including the value of products that Voltabox has to take back.

2. Moreover, the supplier is liable in accordance with the legislation.

XI. ANCILLARY SUPPLIES OR EQUIPMENT PROVIDED

1. All ancillary supplies or equipment provided to the supplier are to be used exclusively for Voltabox orders and remain the property of Voltabox. No right of disposal over these supplies or this equipment or the parts produced from them is granted to the supplier. In so far as the ancillary supplies and equipment are not required for Voltabox orders, they are to be returned to Voltabox. In the case of processed ancillary supplies, Voltabox retains joint ownership of the finished goods in the amount of the proportion of the value of the ancillary supplies to the total value of the goods.

2. The supplier is to undertake preventative maintenance of the tools, templates and the like.

XII. STATE OF THE ART OF THE GOODS

1. In the case of lengthy supply contracts in particular, the supplier is obliged to keep the items ordered updated to the latest state of the art at all times. Any intended technical or stylistic changes are to be submitted to Voltabox for approval. During the contract period Voltabox is entitled to specify changes of a technical, structural or stylistic nature.

2. Any changes to costs are to be taken into account in each such instance and reported without delay to Voltabox. Any reduction in the cost of the items as a result of increased production or rationalisation are to be credited to Voltabox and also reported to it.

3. The supplier is obliged to perform its service exploiting the state of the art in scientific and technical terms and its own knowledge and experience with the greatest care and to observe the applicable legislation.

XIII. RIGHT OF CANCELLATION

Voltabox is entitled to cancel the contract if the supplier becomes incapable of paying within the meaning of § 17 InsO (Insolvency Regulations) or suffers overindebtedness within the meaning of § 19 InsO or an application is made to commence insolvency proceedings against the supplier's assets.

XIV. STANDARD TERMS AND CONDITIONS

1. German law applies to the contractual relationship. The terms of the UN Convention on Contracts for the International Sale of Goods do not apply.

2. The place of fulfilment for deliveries and services is the destination specified by Voltabox. The place of fulfilment for payments is Delbrück.

3. The place of jurisdiction, subject to any variant exclusive place of jurisdiction specified by legislation, is Delbrück.

4. § 127 BGB is unaffected. Therefore transmission by telecommunications media (e.g. transmission by fax or email or data transfer) also suffices for observing the requirement of the written form.

5. Voltabox would like to point out that personal data are stored and processed in connection with business matters subject to the observance of legislation.