

## General Terms and Conditions of Purchasing

### 1. Important conditions

We are issuing assignments, orders and related confirmations exclusively based on our general terms and conditions of purchasing. This also applies without any exclusive reference, provided it was applied in an earlier business transaction with the supplier. Deviating terms and conditions require an exclusive written agreement.

### 2. Order

All of our assignments, orders and related confirmations as well as later supplements or changes are required in writing, provided it concerns a value of more than €1,000.00 and is applied within 10 business days within the scope of existing business transactions without the supplier's written contradiction as accepted, otherwise as rejected. We can cancel at any time until the acceptance.

The quality of deliveries and other services are considered as agreed, which result from (1) our assignments, orders and related confirmations; (2) our technical specifications (drawings, weight and dimensional details, technical instructions, etc.); (3) all relevant technical and other regulations including DIN, VDE, etc.; (4) somewhat referenced or other openly accepted technical specifications of the supplier; as well as (5) public statements according to § 434 paragraph 1 sentence 3 of the German Civil Code. The assumption of a warranty by the supplier must not exclusively be described as such and can also be provided orally or according to the incidence. The characteristics of samples and models are considered to be guaranteed.

### 3. Liability

We do not assume any liability for our technical specifications and other documents including models, samples, tools, etc., except in the case of intent or gross negligence and retain all property and copyrights. They may not be made accessible to a third party without our prior written agreement and must be returned immediately upon request. Material provided by us and otherwise provided items remain our property and must be separately stored and marked by the supplier without charge and must be protected from the rights of a third party. Any processing or reshaping will always be performed by us. We will obtain co-ownership of the new property, when processing items not belonging to us at a ratio of the value of our item at the time of processing. If our items are mixed with other items that do not belong to us, we will obtain the co-ownership of the new item at a ratio of the value of our item at the time of mixing. If the new item can be viewed as the main item, we are already in agreement with the supplier that the proportionate co-ownership will be transferred to us. The supplier only has the right of the disposal of items of this type within the scope of his normal business operation, whereby he now relinquishes the rights to which he is entitled through the disposal, especially pecuniary claims. We are entitled at any time to disclose our rights.

If we provide tools and fixtures to the supplier, they remain our property or the property of the customer supplied by us. The supplier relinquishes all objections against the claim for the return of the tools and fixtures, specifically that of applying rights of retention.

The supplier is also specifically liable for his deliveries or other services being exempt from any rights of a third party and therefore releasing us and our customers from any such rights and potentially resulting claims.

### 4. Payment

The prices according to our assignments, orders and related confirmations are binding and contain all secondary services, such as freight and packaging, unless otherwise agreed, with the exception of the legal value added tax. Reductions of costs, freight, customs, taxes, etc. from the time the contract is signed and the time of the delivery provide us with the right of adjusting our prices accordingly. Invoices must list our order code and the numbers of each item and are only paid in this form within 14 days after receiving a defect-free delivery (including all accompanying paperwork) with a deduction of a 3% discount or within 30 days with a deduction of a 2% discount or within 90 days net, unless otherwise agreed. The payment period of defective deliveries begins at the proper subsequent fulfilment.

### 5. Delivery dates and schedules/shipping clauses

All deliveries will be made free of charge to the delivery or acceptance location according to our assignments, orders and related confirmations, unless otherwise agreed, for which we can issue instructions regarding the packaging and shipping method; without such instructions, shipping must be provided in customary packaging and according to customary methods. Unless otherwise agreed in writing, our address is: Benzstr. 2, D-72636 Frickenhausen. The receiving freight station for contracted packaged goods or express shipments is always the main freight station in Nürtingen. A packing slip must be enclosed with each shipment, i.e. separately for each order; in case of a shipment to a third party, the packing slip must clearly list that the delivery is made in our name, a copy of the packing slip must simultaneously be submitted to us. Each packing slip and each package must be marked with the supplier, our assignment, item and order number as well as the precise description of the delivered goods according to type and quantity, and the item sequence of our order must be adhered to. Partial deliveries are only permitted with our written agreement.

Contracted delivery dates begin at the signing of the contract. The punctuality of the deliveries depends on the receipt at the delivery or acceptance location, and their acceptance for the punctuality of deliveries with the setup or assembly or other services. We must be notified immediately in the event of any recognizable delays. A delivery delay also occurs without any reminder on expiry of the delivery date or the delivery schedule. We are entitled to a flat rate damage compensation of 0.5% of the value of the delivery per completed week of the delayed delivery by retaining all additional rights, however, at a maximum of 10%; the flat rate is reduced accordingly, if the supplier verifies that we only incurred slight damages.

### 6. Retention of title

Any retention of title by the supplier requires our express written confirmation depending on the cause and extent.

### 7. Defect notice/defect liability

The supplier provides a guarantee for the quality of the deliveries or other agreed services according to condition number 3 at the risk transfer. The risk transfer for deliveries without any setup or assembly occurs at the moment in which they were properly delivered at the agreed location, even if we pick it up or have it picked up for shipment. The risk applies for deliveries with a setup or assembly and other services at their acceptance.

The withdrawal from the contract or a reduction of the purchase price is not based on a failure of the subsequent fulfilment or their reasonableness. The unreasonableness of the subsequent fulfilment is present, if the supplier delivers or has delivered after the beginning of his delay or if a delay with our customer is impending.

Based on the receipt inspection conditions applied to the suppliers, we will examine every delivery and report defects discovered during this inspection within 15 working days; undiscovered defects will also be reported within the same term after their discovery. If the delivery is clearly destined for further processing by us, the inspection is limited to a visual check; defects discovered during processing will be reported within 15 working days after the beginning of processing.

#### **8. Compliance with environmental regulations, end-of-life and machinery directive**

The supplier guarantees that the products or parts thereof to be delivered by him correspond without limitations with the applicable hazardous materials specifications including the guideline of the EC regarding the limitation of the use of certain hazardous materials in electrical and electronic devices (guideline 2002/95/EC "RoHS") as in the newest valid version and all subsequent versions of the national regulations decreed by the European Commons in the implementation of this guideline and which are applicable to the manufacturing processes conforming to the Restrictions of Hazardous Substances Directive.

The supplier is committed to submit the related conformity verifications prior to each shipment of the goods to Flextronics Automotive. The supplier furthermore is committed to the adherence of the requirements of the Flextronics Documentation FBP-RHS001 "General Specifications of the Restrictions of the Hazardous Substances Directive Compliance for Suppliers".

The Supplier of machinery and apparatus guarantees full compliance of its goods with the machinery directive 2006/42/EG and is committed to submit the respective conformity verifications to Flextronics Automotive prior to each shipment of the goods.

Upon the request by Flextronics Automotive, the supplier is obligated to provide conformity verifications in the form of test verifications and laboratory reports. Such conformity verifications must be retained by the supplier for a period of at least four years after the test date and provided to Flextronics Automotive upon request. The supplier is committed to release and indemnify Flextronics Automotive from all damages, costs and liabilities, which have developed in conjunction with legal disputes, demands or acts based on a violation of supplier obligations against a third party.

#### **9. Miscellaneous**

The supplier will treat information, which he has received or will receive from us based on the negotiations, the completion and the development of contracts, in strict confidentiality, provided he verifiably has not obtained such information previously through his own knowledge or from publicly accessible legitimate sources.

We are entitled to the contract transfer and to a transfer of rights from the contract to companies affiliated with us (§ 15 of the stock corporation law), whereby we continue to be liable for the proper fulfilment of the contract. Otherwise, no party has the right to transfer rights or obligations from this contract without the written previous agreement of the other party.

The contract relationship is completely described by these conditions and the details according to condition number 3, supplementary or deviating regulations or secondary regulations do not exist. Any agreement for the exclusion of one of the requirements from the written form of these conditions is also required in writing.

If one of the regulations of these conditions or details according to condition number 3 be ineffective or infeasible, it will not affect the effectiveness and feasibility of the remaining regulations. An effective and feasible regulation will apply instead of the ineffective or infeasible regulation, which fulfils the legal and economic purpose of the ineffective or infeasible regulation. This also applies for the completion of gaps, which may have been detected by the parties, which will economically achieve the same result, which the parties would have agreed to, if they had discovered the omission.

The contract relationship is subject to the laws of the Federal Republic of Germany with the exclusion of the UN treaty for contracts of the international purchase of goods. The current international commercial terms apply as supplement, provided their terms are used. The fulfilment location for deliveries is the location according to condition number 5, Frickenhausen for our payments, Tübingen and, at our discretion, the headquarters of the supplier, as legal jurisdiction.