

MANN+HUMMEL MÉXICO S.A. DE C.V.

Terms and Conditions of Purchasing



1. Relevant Regulations

The legal relationships between MANN+HUMMEL MÉXICO S.A. DE C.V. (hereinafter "MHMX") and the supplier (hereinafter the "Supplier") are subject to the following terms and conditions and any other written agreements. Changes and amendments must be made in writing authorized by MHMX. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by MHMX. We hereby expressly object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions.

Apart from these Terms and Conditions of Purchasing, the quality assurance agreement, the terms of use for the supplier portal and the management manual shall also apply and form an integral part of the agreement.

Supplier is aware of the quality and time requirements set by MXMX regarding the goods subject of this document (hereinafter the "Goods").

2. Ordering and Order Confirmation

2.1 Contracts, orders, agreements or changes must be made in writing in order to be binding. The written form shall also be deemed complied with if an order is made by fax, email or data transmission (EDI, Web EDI). Signing by MHMX shall not be required. Deviations from agreements and our orders shall be effective only with MHMX's prior written approval.

2.2 Acceptance of MHMX's order must be confirmed in writing, with indication of our complete order data. If the Supplier fails to accept the order within 10 days as of receipt, we shall be entitled to cancel the order.

2.3 The Supplier shall be obligated to change the structure and design of the delivery item within the scope of what is reasonable. The effects, in particular as to extra costs and reduced costs, and the delivery dates must be mutually agreed and signed by both parties.

2.4 Unless otherwise agreed, the Supplier's cost estimates shall be binding and free of charge.

3. Delivery Dates / Delay in Delivery

3.1 The agreed-upon delivery dates and deadlines shall be binding and definitive. The date of receipt of the goods at the location specified in our order shall be decisive for compliance with the delivery date or deadline. If home delivery has not been agreed, the Supplier must provide the goods in due time by taking into account the usual time for loading and shipping. The Supplier shall be responsible for notifying the carrier specified in our order. If a carrier other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result and release MHMX from any responsibility in that regard.

3.2 If the Supplier realizes that he cannot comply with the agreed-upon deadlines for whatever reason, he must immediately notify us in writing.

3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default without a reminder or notification whatsoever being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.

In case of default MHMX shall be entitled, after the expiration of a reasonable grace period set unilaterally by MHMX, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to

rescind or terminate the contract, or to demand compensation for the damages incurred, with no limitation whatsoever. The Supplier shall be obligated to reimburse MHMX for any and all extra costs incurred as a result of delayed delivery.

3.4 In the event of a culpable deviation from the delivery and packaging provisions, or in the event of early delivery or excess delivery MHMX shall be entitled to claim additional expenditure for logistics in form of liquidated damages in the amount of no less than EUR 100.00 (notwithstanding our right to prove even higher damages in individual cases), or its equivalent in Pesos Legal Currency of the United Mexican States.

The Supplier shall be entitled to prove in any event that we have not incurred any or that we have incurred less damages.

3.5 Acceptance of a delayed delivery or service does not imply waiver of such claims for damages or a form of release by MHMX to any of the obligations of the Supplier under this document.

4. Delivery / Shipping

4.1 Each shipment must be accompanied by a delivery note including our complete order data.

4.2 The Supplier shall furnish the proof of origin that MHMX may request (included, but not limited, to supplier declarations, movement certificates, etc) with all necessary information and provide it immediately and free of charge in duly signed form.

4.3 Unless otherwise agreed, deliveries shall be made to their destinations free of freight charges and packaging costs (DDU - according to Incoterms 2000). In that case, the risk shall pass onto MHMX at the time of delivery and reception by the latter at the agreed-upon destination.

5. Invoices / Payment Terms

5.1 When issuing invoices, the invoices must include MHMX complete order data (order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment, without responsibility for MHMX. Depending on MHMX, invoices shall be sent to the following billing address: "MANN+HUMMEL MEXICO S.A. DE C.V., Vialidad el Pueblito No. 104, Parque Industrial Querétaro, Santa Rosa Jáuregui, CP. 76220 Santiago de Querétaro, Mexico".

MHX reserves the right to return invoices with incomplete or inaccurate order data or with inaccurate or incomplete billing address to the Supplier, without responsibility for MHMX.

5.2 Unless a special arrangement has been made payment shall be made by way of money transfer after 60 calendar days net as of the day of reception of the Goods, but no earlier than as of receipt of the invoice.

5.3 In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.

5.4 MHMX reserves the right to verify and acknowledge deliveries and invoices. In case of faulty delivery MHMX shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment, without responsibility for MHMX.

5.5 Without MHMX's prior written approval, the Supplier shall not be entitled to assign the claims that it may have against MHMX or to have his receivables collected by third parties.

MANN+HUMMEL MÉXICO S.A. DE C.V.

Terms and Conditions of Purchasing



Should the Supplier assign such claims to a third party without MHMX's written approval, such assignment shall nevertheless be valid and binding for MHMX. MHMX shall be free to decide, however, whether it will make payment with discharging effect to the Supplier or to such third party.

6. Supplier's Master Data

- 6.1 The prerequisite for entering into a business relationship with a Supplier is that such Supplier has a DUNS number. An order can only be placed with Suppliers who, at the time of ordering, are registered with our supplier portal with their DUNS number.
- 6.2 The master data of our Suppliers is managed through the supplier portal at <https://b2b.mann-hummel.com>. The Supplier shall undertake to keep his data in the portal always up to date. The Supplier shall undertake to verify his datasets at least once per year.

7. Force Majeure

- 7.1 Force majeure, wars, natural disasters, official measures (such as confiscation, ban on exports) and other unforeseeable, inevitable and serious events shall release the contractual parties from their duties for the duration of the disturbance and to the extent of their effect. The contractual parties shall be obligated to immediately provide all necessary information within the scope of what is reasonable and to adapt the obligations in good faith to the changed circumstances.
- 7.2 Should such event last longer than two months, the contractual parties may rescind the respective agreement (or the yet unfulfilled contractual obligations) or terminate the respective agreement without notice.

8. Notice of Defects

MHMX shall promptly notify the Supplier in writing of any defects of delivery as soon as we become aware of such defects in our proper course of business, and the Supplier hereby waives the defense of late notice of defects.

9. Defects of Quality

- 9.1 Warranty claims for parts intended for automobiles or commercial vehicles shall expire within 24 months as of first-time registration of the vehicle or installation of the spare part, but no later than after 30 months as of delivery to MHMX. For all other parts and delivery items, the warranty claims shall expire after 24 months as of delivery to our customers, unless other periods have been expressly stipulated in writing.
- 9.2 As regards quantity and quality, delivery must comply with the agreed-upon terms and conditions, the intended use, our quality requirements, the relevant environmental provisions, the DIN standards applicable on the day of delivery, state-of-the-art technology, the accident prevention regulations of the German Workmen's Compensation Board, the relevant provisions and directives issued by the authorities and industrial associations as well as with legal provisions and regulations.

- 9.3 In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies – promptly remove the defect free of charge or deliver parts that are free of defects (incl. in each case the necessary expenses), or to grant a reasonable discount. Should the Supplier be unable to do so, or should it fails to promptly comply with such obligation, MHMX may rescind and terminate the contract and return the Goods to the Supplier at latter's own risk and cost and without any

responsibility. Moreover, the Supplier shall perform reasonable analyses and corrections to remove the cause of the defect in order to prevent such defect from reoccurring.

In urgent cases, MHMX shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs incurred in this connection shall be borne by the Supplier.

- 9.4 Should the Supplier repeatedly deliver defective goods or should he repeatedly provide defective services, MHMX shall be entitled, after a written warning, to rescind the contract, without any kind of responsibility even in respect of deliveries that have not yet been made if the Supplier continues to make defective deliveries or provide defective services.

- 9.5 In addition, the Supplier shall be obligated to reimburse any and all pertinent costs for repairs or for the replacement of defective goods (incl. transportation, handling, sorting, installation, demounting, material, and labor costs). For each handling of a warranty case, the Supplier shall be obligated – insofar as he is responsible for the defect – to pay liquidated damages in the amount of no less than EUR 100.00, or its equivalent in Pesos Legal Currency of the United Mexican States (notwithstanding our right to claim higher damages in individual cases).

The Supplier shall be entitled to prove in any event that MHMX have not incurred any or that we have incurred less damages.

- 9.6 Should MHMX assume any obligation vis-à-vis its customers in our capacity as supplier, which obligation would result in a longer or further liability for defects or warranty, the Supplier shall be obligated to have such regulation also apply for himself after prior written notification and as of the time of such notification.

10. Liability

- 10.1 The Supplier is aware of the reputation and good name of Mann Hummel. Therefore, the Supplier will fulfill the quality requirements set by MHMX in relation with the Goods. The Supplier shall be liable to respond, without limitation, for consequential damages caused to MHMX and/or third parties as a result of defects in the Goods or as a result of the Goods not fulfilling the quality requirements set by MHMX.

- 10.2 Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier. In principle, liability for damages shall only apply if the Supplier, his representatives or his assistants and vicarious agents are responsible for the damage. Liability for damages shall be excluded in as far as MHMX have effectively limited liability vis-à-vis its customer. MHMX strive to agree on limitations of liability also for the benefit of the Supplier to the extent permitted by law.

- 10.3 If claims are asserted against MHMX by third parties based on liability regardless of negligence or fault, the Supplier shall immediately indemnify and hold MHMX harmless against such liability if he is predominantly responsible for the damage.

11. Product Liability

- 11.1 If claims are asserted against MHMX based on product liability, the Supplier shall undertake to indemnify us against such claims if and insofar as the damage was caused by a defective delivery item. In case of liability based on fault, this shall apply only in the event that the

MANN+HUMMEL MÉXICO S.A. DE C.V.

Terms and Conditions of Purchasing



- Supplier is at fault. The Supplier shall bear the full burden of proof insofar as he is responsible for the cause of the damage.
- 11.2 In such cases the Supplier shall be obligated to bear any and all costs and expenses, including the costs of litigation (if applicable), and to indemnify MHMX in that respect.
- 11.3 Otherwise, the legal provisions shall apply.
- 11.4 In case of a product recall due to a defective product delivered by the Supplier, MHMX shall notify the Supplier to give him the opportunity to agree with MHMX on the procedure and performance of the recall, unless prior notification of the Supplier is impossible because of the urgency of the matter. The Supplier shall bear the cost of the recall if and insofar as such recall is the result of a defective item delivered by the Supplier.
- 11.5 The Supplier undertakes to take out the necessary product liability insurance, which also covers the recall costs. At MHMX request, the Supplier must prove that he has taken out such insurance by submitting the insurance certificate within the next 24 hours as of the date of reception of MHMX request.
- 12. Quality, Environment and Documentation**
- 12.1 When making deliveries, the Supplier must comply with the generally accepted rules of technology, environmental and safety regulations as applicable from time to time. Insofar as MHMX have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.
- 12.2 The following regulations shall apply for the delivery of production material. Changes to these regulations in individual cases must be made in writing.
- 12.3 The Supplier shall maintain or develop a quality management system based on ISO/TS 16949: 2002 in the version as applicable from time to time. Certificates from an accredited office or second-party certification and equal QM systems, such as VDA Volume 6, Part 1, may be approved after prior review on our part. The Supplier shall provide us with a copy of the current certificate, and after expiry of the validity date of such certificate shall send us a new certificate with further request. The Supplier must promptly notify us if the certificate is revoked.
- 12.4 Prototyping will be performed in accordance with "Quality Assurance of Supplies" (VDA Document, Volume 2) and/or according to PPAP (QS 9000), in their most current versions. In addition to prototyping, the Supplier must enter all material data in the material database IMDS (International Material Data System: <http://www.mdsystem.com>); the approved and accepted IMDS entry of all relevant material data is part of and prerequisite for approval of the prototypes.
- 12.5 Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.
- 12.6 The Supplier shall comply with any and all environmental protection laws applicable for him. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.
- 12.7 When making deliveries to the European Union, the Supplier shall be obligated to comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Products that do not fully comply with the requirements of REACH must not be supplied to us.
- 12.8 The Supplier shall obligate his subcontractors in accordance with the above provisions.
- 13. Industrial Property Rights (IPR)**
- 13.1 The Supplier represents and warrants in favor of MHMX that the latter will not infringe on any patents or industrial property rights (including IPR applications) or other copyrights by reselling the supplied products or by deploying or using them as contractually agreed. Supplier shall indemnify and hold MHMX harmless against any and all third-party claims resulting from the use or infringement of such rights.
- 13.2 The contractual partners shall be obligated to promptly notify each other of any infringement risks and alleged infringement cases they become aware of and to give each other the opportunity to amicably counter any such claims.
- 14. Retention of Title**
- MHX shall not accept or acknowledge any extended or prolonged retention of title by the Supplier. The agreement on such retention of title shall require MHMX separate written approval t.
- 15. Confidentiality and Non Disclosure**
- 15.1 The contractual partners undertake to treat with confidentiality (as a business secret) any and all business and technical details that are not publicly known and that they become aware of within the scope of their business relationship.
- 15.2 Drawings, models, templates, samples, tools, appliances and similar items must not be surrendered or otherwise made accessible to unauthorized third parties. Duplication or reproduction of such items shall only be permitted within the scope of business requirements and copyright regulations.
- 15.3 The Supplier's subcontractors shall be obligated accordingly.
- 15.4 The contractual partners may advertise their business relationship or goods only with prior written approval.
- 15.5 In the event the Supplier breaches any of the confidentiality and non disclosure terms as set forth herein, it shall be liable and responsible, without limitations, for the damages that may be caused to MHMX as a consequence of the breach.
- 16. Production material**
- Material, tools, samples, models, patterns, drawings and other production materials as well as confidential information provided to the Supplier or paid by MHMX shall be and remain our property.
- The Supplier undertakes to treat them as confidential and to use them for deliveries to third parties only with our prior written approval.

MANN+HUMMEL MÉXICO S.A. DE C.V.

Terms and Conditions of Purchasing



17. General Provisions

- 17.1 Should one of the contractual partners stop making payments or should insolvency proceedings be instituted against his assets, the other contractual partner shall be entitled to rescind that portion of the agreement which has not yet been fulfilled.
- 17.2 If any of the provisions contained in these Terms and Conditions and other agreements is or becomes invalid, it shall not affect the validity of the remaining contract. The contractual partners shall be obligated to replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.
- 17.3 The place of performance for all deliveries shall be the plant indicated in the order.
- 17.4 Unless otherwise agreed, the applicable laws and only the applicable laws of the United Mexican States shall apply. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.
- 17.5 The place of jurisdiction shall be the City of Queretaro, Mexico.

These Terms and Conditions of Purchasing are the base for our business relations. They are immediately effective for all deliveries and services. For all requests please contact your responsible contact at MANN+HUMMEL Purchasing. Please confirm us by signing it and send it back to fax number: **52 442 1031100 Ext 342**

We received the new MANN+HUMMEL Mexico S.A. DE C.V. Terms and Conditions of Purchasing April 2010 (4 pages). We confirm that we have taken notice of them.

Place, Date

Signature, Company Stamp