

General Terms and Conditions of Purchase for Production Material (GTCP)

The HOERBIGER Company that releases these General Terms and Conditions of Purchase will be named hereinafter the "PURCHASER".

1. General / Scope of Application

1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply to all contractual agreements of the PURCHASER - with business partners and suppliers (hereinafter together referred to as "SUPPLIER").

1.2 The GTCP particularly apply to contracts for the purchase and/or delivery of movable property ("Goods") irrespective of whether the SUPPLIER produces or processes the Goods itself or buys them from sub suppliers and to all contractual agreements for work and/or services between the PURCHASER and the SUPPLIER. All of the SUPPLIER's goods and services under the above-mentioned contracts (hereinafter together referred to as "Contract") are defined as "Service".

1.3 These GTCP apply exclusively; any general terms and conditions of the SUPPLIER, which are contrary to or deviate from the GTCP, are not acknowledged and therefore not binding. The GTCP supersedes all prior agreements, orders, quotations, proposals and other communications between the PURCHASER and SUPPLIER, except that a signed prior agreement (such as an award letter, supply agreement, statement of work or non-disclosure agreement) will continue to apply and govern to the extent the terms therein are more beneficial to the PURCHASER.

1.4 The GTCP shall also apply to all future business with the SUPPLIER. All previous General Terms and Conditions of Business are substituted by these GTCP.

2. Offer / Requests

2.1 Order. Purchase orders shall basically be placed either electronically without the need for the purchase order to be signed or in writing. Each purchase order issued by the PURCHASER is an offer to Seller for the purchase of goods, services, or goods and services and includes and shall be governed by these GTCP.

2.2 Requests. Requests are non-binding and do not oblige the PURCHASER to accept Services or to bear any expenses incurred by the SUPPLIER in connection therewith.

2.3 Technical Changes, Deviations in Construction, Process Changes. The PURCHASER is entitled to make changes to the Service and consequently to the drawings, specifications, means of production and processes relevant to the Service. If the PURCHASER notifies the SUPPLIER of a change to a Service, the SUPPLIER shall check said change on the basis of its specialized and expert knowledge and shall inform the PURCHASER without undue delay, in writing about the effects of the change.

3. Prices / Payment Terms

3.1 Price. The price stated in the purchase order or the written agreed price based on SUPPLIER's assured calculation is binding. Unless otherwise expressly agreed in writing, the price includes all activities and obligations of the SUPPLIER by reason of and in connection with performing the Service, the applicable agreements, the delivery condition "DAP (INCOTERMS 2010) [to the delivery place stipulated in the purchase order]" including the packaging, an adequate consideration of the payment term and adequate fee for right to use granted by the SUPPLIER to the PURCHASER. The prices do not include the statutory goods and services tax or such other tax that may be levied by a governmental authority in India. It must be indicated separately in the commercial invoice at the statutory rate on the date the invoice is issued. All invoices for the Services must reference the order number, amendment or release number, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required under the applicable laws and by the PURCHASER.

3.2 Price for Spare Parts/Post-Series Parts. The price for a Service rendered as spare parts and post-series parts shall be equal to the last series delivery price for at least three years after end of series

production. Thereafter the parties shall agree the price of the Services rendered as spare parts and post-series parts anew taking into account all the circumstances regarding competitiveness, delivery volume and the batch sizes of the Services.

3.3 Payment. The payment period takes thirty calendar days. The payment period begins with the delivery, but not earlier than the agreed delivery date, and the receipt of a verifiable invoice complying with appropriate legal requirements.

In case of non-conforming delivery, HOERBIGER is entitled to withhold payment pro rata until complete performance.

4. Delivery

4.1 Services to be made by SUPPLIER. The SUPPLIER shall not - without PURCHASER's prior written consent - be entitled to have the Service, which the SUPPLIER owes and can produce itself, rendered by a third party.

4.2 Delivery Date. The SUPPLIER shall render the Service on the determined delivery date. The delivery date is of essence and binding.

4.3 Advanced Delivery. If a delivery is made earlier than on the initially agreed delivery date the PURCHASER reserves the right to send the Service back or to store it temporarily until the delivery date at the SUPPLIER's cost and risk.

4.4 Quantity Deviation. Partial performance and supererogation cannot be made without PURCHASER's prior consent.

4.5 Securing of Delivery. The SUPPLIER must ensure it maintains a reasonable safety stock having the scope of at least two average monthly delivery so that the PURCHASER can be supplied free from interference.

4.6 Packaging. Unless particularly specified in the PURCHASER's logistic and packaging requirements, the SUPPLIER shall pack the Service as it is customary in the trade, appropriate and recyclable.

4.7 Shipping Documents / ASN (Advanced Shipment Notification). The SUPPLIER shall provide shipping documents required by the PURCHASER in accordance with the requirements of the PURCHASER.

5. Delay in Delivery

5.1 If the SUPPLIER does not render its Service on the agreed delivery date or if the SUPPLIER is otherwise in default with the Service the PURCHASER's rights - particularly its rights to rescission and damages - shall be governed by the statutory provisions. If a delay becomes apparent the PURCHASER must be informed without undue delay and - if any - the SUPPLIER must follow the PURCHASER's decision.

5.2 The PURCHASER can rescind the Contract without setting a deadline if before the risk has passed the entire Service becomes finally impossible for the SUPPLIER or the delivery period is unreasonably prolonged or the end of the delay in delivery cannot be determined in advance with certainty. The PURCHASER can also rescind the Contract if in the case of a purchase order execution of part of the Service becomes impossible and the PURCHASER has a legitimate interest in rejecting part Service.

6. Quality Standards, Compliance with Statutory Provisions, Change Management, Incoming Inspection, Complaint Processing

6.1 Compliance. Relevant Requirements. Additionally to the requirements as set forth in section 8.1.1, the SUPPLIER must comply for its Service with all applicable global provisions, guidelines, standards, laws and relevant requirements of PURCHASER's customer, which reflect the state of scientific and technical knowledge as well as any requirements of safety and environment, in particular but not limited to: ISO 9001, Regulation (EC) No. 1907/2006 ("REACH Regulation"), RoHS (Restriction of the use of certain hazardous substances in electronic equipment, 2002/95/EC), Conflict Mineral Rule under Section 1502 Dodd Frank Act, - as applicable from time to time and valid at the time of rendering the Service.

The Service shall not contain ingredients which are or suspected of doing tumorigenic, teratogenic or mutagenic and shall not contain synthetic radioactive ingredients or shall not release such ingredients. In case of content related overlapping or regulations

deviating from each other the more stringent requirement (e.g. prohibition before declaration) is relevant.

6.2 Incoming Inspection. The SUPPLIER's quality inspection of the Service shall guarantee that the Service is free from defects right up until they arrive at the PURCHASER. The PURCHASER is therefore entitled to check the Services delivered or the products processed using the Services with regards to number of units (weighing method or amount of packaging units), identity (comparing purchase order with delivery note), transport damage (visible outer damage to the packaging) without having to check the individual Service or the product processed using the Services, and shall inform the SUPPLIER in writing of defects in the supplies as soon as they have been detected under the conditions of the business process. Purchaser has the right to inspect Supplier's facility on first request.

6.3 Complaint process. The SUPPLIER must investigate the PURCHASER's complaints according to DIN ISO 10002 and, within an appropriate period set by the PURCHASER, hand over a proper completed 8D-report to the PURCHASER as a part of its quality support for its Service.

6.4 Changes/Delivery Interruption. The SUPPLIER undertakes to deviate from the status of the drawings as applicable from time to time, initial sample, material or changes of the process including any changes of position respectively relocation of production equipment only following PURCHASER's prior written consent.

7. Defective Service

7.1 Warranty. The SUPPLIER warrants that its Services are free from defects in quality and free from defects in title (Warranty). The Services are free from defects if the Services rendered by the SUPPLIER or the products processed with the Services,

- complies 100% with the agreed quality, the approved initial sample and the other contractual bases, and

- are in good condition in terms of material and execution and are free from defects and, are fit for the intended use known or evident to the SUPPLIER and are rendered without interfering with the rights of third parties and not otherwise limited in the use, manufacturing, modification and sell including import and export

- infringes no ownership or intellectual property rights in the course of contractual use and the manufacturing process and technique and
- delivered at the delivery date to the place of delivery and according to the ordered quantity and the packaging conform to the Contracts.

In case of a Service of the Work (Section 7.3) the Service is even defective,

- in case the agreed assembly is defective or improper or
- in case of defective operating instructions or defective user manuals.

In any event the service descriptions for example but not limited to drawings, requirement specification, initial sample, manufacturing process, used material, which are the subject matter of the respective Contract or have been incorporated into the Contract in the same way as these GTCP - particularly by designation or reference in the purchase order - shall be deemed to be the agreement on quality.

7.2 Rights in case of Defective Service. The PURCHASER has a right to Supplement Service, to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. The PURCHASER also has a right to damages and to the reimbursement of expenses in accordance with the statutory provisions.

7.2.1 Supplement Services. Within the reasonable deadline set by the PURCHASER The SUPPLIER has - at the PURCHASER's option - to remove the defect (rectification) or has to provide defect-free Services (substitute delivery).

If the SUPPLIER fails to comply with its obligation for rectification or substitute delivery (Supplement Service) or the SUPPLIER does not immediately start with the Supplement Service, the PURCHASER can remove or eliminate the defect itself or by a third party or make a replacement purchase and demand that the SUPPLIER reimburse the expenses necessary for this or demand a commensurate advance payment. If the supplementary Service by the SUPPLIER has failed or is not reasonable for the PURCHASER (e.g. because of particular circumstances which require the promptly enforcement of the damage in consideration of both-sided interests e.g. a threat to

the operating safety or impending occurrence of disproportionate damages) there shall be no need to set a deadline. The SUPPLIER must be informed about the defects and measures in the course of business that is customary for the sector.

The SUPPLIER reimburses the expenses necessary for the purposes of Supplement Service (in particular but without limitation transportation costs, route-related transport costs, labour costs and the cost of materials, including the costs, which are charged to the Purchaser by its customers upon presentation of corresponding debit notes, the costs of fitting and removal, test costs, costs for sorting out defective products, costs of further processing performed).

7.2.2 Cancellation. If the Services are repeatedly delivered with a defect, the PURCHASER shall, following a written warning notice, be entitled to cancel the scope of delivery not yet rendered in the event that Services are again delivered with a defect. The right to damages, in particular to damages for non-Service, is expressly reserved.

8. Liability

8.1 Liability. If the SUPPLIER is liable for its culpable breach of the present terms and conditions or appropriate laws, the SUPPLIER shall be liable for damage directly or indirectly caused to the PURCHASER as a result of breach of SUPPLIER's duty.

In case the PURCHASER is liable under law, without any fault on his part, which liability cannot be excluded with regard to third party claimants, then the SUPPLIER shall indemnify and shall hold the PURCHASER harmless of any claim to the extent it would himself be liable directly.

8.2 Product Liability. If due to defects in construction, manufacturing, instructions, surveillance of the Services or knowledge from practice, from test results or otherwise one of the parties learns that the SUPPLIER's Service or services similar to the SUPPLIER's Services or the use of thereof in connection with other articles do or possibly may cause a safety-relevant defect or decrease of power, then said party shall without undue delay inform the other party thereof and shall take activities in order to avoid or minimize possible consequences and damages thereof.

The same shall apply in case of recalls determined by the PURCHASER, its customer or by authorities responsible for recall (replacement) campaigns.

The PURCHASER shall be in charge of implementing the activities on behalf of the SUPPLIER and can use the infrastructure and the support from customers and third parties.

The activities extends to any and all not yet provided as well as provided Services, if and to the extent the SUPPLIER is not able to exclude in a proper and reasonable manner that the Services are not being affected by the problem.

No provision of this section 8.2 is supposed to hinder the PURCHASER or the SUPPLIER from unilaterally implementing activities or measures to eliminate the fault in the event that the parties cannot agree on a joint implementation of such activities and measures without undue delay.

8.3 Insurance Obligation. The SUPPLIER undertakes to maintain an extended product liability insurance including the costs of fitting and removal and an insurance against recalls for the industry branch for which the Service is used, each with a sufficient globally applicable sum insured, however at least EUR 2,000,000 (two million) per case of damage for the duration of rendering and delivery of the Services including the appropriate limitation period. This shall be without prejudice to any claims for damages, which go further than the sums insured and to which the PURCHASER may be entitled to recover and the SELLER shall be obligated to pay to the PURCHASER. The insurance settlement shall take precedence over any other cover, which the PURCHASER receives or is to receive.

9. Customs and Foreign Trade Law Requirements

The SUPPLIER shall read upon the requirements of customs procedure and shall provide to PURCHASER complete documents and information e.g. but not limited to the statistical tariff number (HS-Code / harmonized code) of the Goods, notification that goods have preferential origin status, certificate of origin and all necessary information of import and export requirements.

10. Property Rights, Rights to Use, Labelling, Confidentiality, Storage, Insurance, Return

10.1 "Information" in this Section 10 are pictures, construction drawings, commercial and technical data, contractual and regulatory documents, business data, working instructions, know-how and inventions, as well as further information, whether of a tangible or intangible nature and any information materially relevant for the PURCHASER'S business, which is not intended by the PURCHASER for general dissemination.

10.2 "Articles" in this Section 10 are samples, prototypes, special mean of production, material for production or packaging, computer hardware and transport container and measurement equipment, as well as further articles.

10.3 Information and Articles in the sense of Section 10.3 are such -which are provided by the PURCHASER to the SUPPLIER; or -for which the PURCHASER pays a declared and agreed amount and/or can be assumed that the amount is amortized according to the rendering of the Services; or -which are based on PURCHASER's indispensable technological know-how, ideas or equipment and (i) are specially used for the Service or (ii) made because of the Service or (ii) made according to the PURCHASER's requirements.

10.3.1 Property. Use. Information and Articles respectively remain the sole property of the PURCHASER and shall be labelled as property of the PURCHASER by the SUPPLIER in a proper, permanent and clear manner and can be used by the SUPPLIER only for the Service ordered by the PURCHASER. The SUPPLIER is under a duty to, upon request and at any time, produce to the PURCHASER suitable proof (e.g. confirmation, photographs) that it has fulfilled its obligations. The parties yet agree that the property in newly created Information and Articles shall be transferred to the PURCHASER at begin of its accrument. The physical transfer of the Information and / or Articles shall be replaced by a user agreement to allow the SUPPLIER to use the property for the Services ordered by the PURCHASER.

If agreed, that the title shall remain at the SUPPLIER, the PURCHASER shall be given the right of co-use and of purchase (expectant right to the transfer of title to the PURCHASER) at net book value.

10.3.2 Confidentiality. Information and Articles must be kept confidential by the SUPPLIER, including after termination of the Contract. The obligation to maintain confidentiality shall not lapse until and to the extent that the information and knowledge contained in the Information and Articles have become generally known or were acquired legally from a third party together with the right to disclose it or the PURCHASER has in writing permitted the disclosure. The obligation to maintain confidentiality includes a prohibition from allowing customers and third parties the opportunity of gaining an insight into or access to deliveries of raw materials, semi-finished or finished products and special means of production. Upon termination of the supply arrangement with the SUPPLIER (regardless of the reason for termination), or upon the request of the PURCHASER, the SUPPLIER will return to the PURCHASER all the Information, Articles and proprietary items or any part thereof in the SUPPLIER'S possession or subject to his control, and the SUPPLIER shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Information, Articles and proprietary items or any part thereof.

10.4 Special Means of Production. Unless otherwise agreed in writing, the costs of special means of production and follow-on and replacement thereof have been taken into account in the price of the Service and shall not be paid separately by the PURCHASER. The SUPPLIER is obliged to carry out any servicing and inspection work on the Special Means of Production that may be necessary and all maintenance and repair work in a timely manner at its own cost.

11. Title in the Service

The transfer of title in the Goods to the PURCHASER is unconditional and absolute.

12. Services by Third Parties

12.1 The SUPPLIER warrants by means of appropriate measures that its own suppliers' service, which is intended for the PURCHASER, meet the requirements to be met by the Service to the PURCHASER in terms of quality, quantity and timely availability.

12.2 If the SUPPLIER's own supplier cannot fulfil quality-assurance obligations, the SUPPLIER must assume said tasks for the Service bought in by it. The SUPPLIER shall accept responsibility for the service of its own suppliers as though they were its own Service.

13. Limitation Period

13.1. Unless the applying statutory provisions or the statutory provisions of the country to which the Services are dispatched stipulate a longer warranty period or unless otherwise project-specific agreed, the limitation period for PURCHASER's warranty claims against the SUPPLIER arising out of defects in quality shall be (i) 60 months for Services used for a vehicle in accordance with their usual manner of use and (ii) otherwise 36 month.

The aforesaid limitation period also applies to warranty claims of the PURCHASER arising out of defects in title, which do not become time-barred as long as a third party can assert a warranty claim against PURCHASER arising out of defects in title.

The limitation period for warranty claims arising out of defects in quality (and defects in title shall begin with delivery of the Services.

If it has been agreed that acceptance shall be performed, the limitation period shall commence upon acceptance.

13.2 In the event of (i) a duty of rework for the recurrence of the same defect or for the consequences arising out of defective rework or replacement delivery or (iii) reorder of products in the quantity of the SUPPLIER's defective Service in the course of the serial order and delivery, the general limitation period shall start to run again at the time of handover or acceptance of the rectified Service, the Service rendered as a replacement or re-ordered Services.

14. Termination / Phase-out period / Survival Clause

14.1 Cancellation. The PURCHASER can terminate any product-specific agreements in part or in whole at any time, especially

14.1.1 if the SUPPLIER is persistently not in a position to maintain its competitiveness in terms of technology, quality, service or price; or

14.1.2 if supply contracts with customers of the PURCHASER, in which the Service is used, are terminated; or

14.1.3 if due to an event of force majeure the SUPPLIER is prevented from fulfilling its Services in accordance with the agreement beyond the periods of time stipulated.

14.2 Claims arising out of Cancellation. Unless expressly agreed in a product-specific agreement, neither party can assert any claims against the other party by reason of any termination of the Agreement pursuant to clause 14.1.

14.3 Extraordinary Termination. Furthermore, a party is entitled to terminate extraordinarily in part or in whole the product-specific agreement if there is good cause in the sphere of the other party. The following shall in particular constitute good cause:

14.3.1 if, despite a notice by the PURCHASER, the SUPPLIER repeatedly performs defective Services; or

14.3.2 if, despite a warning notice by the other party, one of the parties breaches material contractual obligations (e.g. but not limited to interruption/loss of certification, breach of confidentiality, violation of Code of Conduct), if and to the extent that the reasons for termination are not already mentioned above; or

14.3.3 if the relationship based on trust is grossly violated, e.g. false statements about the Services are intentionally made or the series production process is changed without the PURCHASER's prior written consent.

14.4 Post Termination Delivery. On termination of a product-specific agreement, for no matter what reason, the PURCHASER shall be entitled to opt for a "phase-out period" of twenty-four months from when the termination became effective. During the phase-out period the SUPPLIER shall be obliged to deliver the Services and replacement parts to the PURCHASER upon the terms and conditions of this Agreement and in accordance with the terminated product-specific agreement together with the delivery schedules and purchase order. The SUPPLIER can ask the PURCHASER how long the expected phase-out period will be.

14.5 Survival Clause. After termination of the product-specific agreement these GTCP shall apply also for spare parts delivery and post series delivery, unless otherwise agreed in writing.

Furthermore, any termination of a Contract shall not affect the provisions on confidentiality agreements, warranty, liability, intellectual property rights, delivery of post series and replacement parts, phase-out-period, provisions for customs and export as well as on Information and Articles (section 13).

15. Assignment

Contracts and any rights and duties hereunder are non-assignable by one of the parties without the prior written consent of the other party. A transfer within HOERBIGER Group does not require SUPPLIER's approval.

16. Applicable Law / Place of Jurisdiction

These GTCP and all legal relations between the PURCHASER and the SUPPLIER shall be governed by the law of India to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and any conflict-of-laws provisions that would require application of another choice of law.

Any dispute arising out of or in relation to these GTCP and the purchase orders shall be subject to the exclusive jurisdiction of the courts at seat of Purchaser.

17. Personal Data Protection

The PURCHASER processes personal data – by or without electronic means - for the fulfilment of obligations stipulated by the business relationship, law and business practice and stores the personal data for an adequate duration in accordance with the relevant data protection provisions. The SUPPLIER acknowledges and agrees that the personal data can be transferred by the PURCHASER to the companies of the HOERBIGER Group and business partners located in the EU or non-EU countries.

18. Code of Conduct

Code of Conduct. It is of particular importance for the PURCHASER that the following principles are respected in the business relationship as well as with any middlemen, commercial agencies, contractors and sub-suppliers. The SUPPLIER confirms to adhere to the following principles and practices.

- Compliance with law and regulations;
- Respect for human dignity, personal freedoms, equal treatment (no discrimination); prohibition of child labor, forced labor and illegal employment; freedom of association and collective bargaining; compliance with minimum wage and working hour regulations; providing safe working conditions;
- Prohibition of bribery, corruption and extortion, prohibition of direct or indirect acceptance of benefits for itself or third parties, prohibition of offering or procuring direct or indirect benefits;
- Compliance with trade control and anti-money laundering regulations;
- Refrain from anti-competitive practices;
- Compliance with social and environmental laws and regulations; compliance with 'Conflict Mineral' regulations (means ensuring that all goods and materials are purchased from legal and ethical sources);
- Accurate and complete recording of all business transactions in the books and records of the company
- Compliance with information security and applicable data protection laws and regulations.

If the SUPPLIER becomes aware that any employee, manager or other associate of the SUPPLIER or the PURCHASER, or a third party who is involved in the business relationship with the PURCHASER (presumably) violates the Code of Conduct, the SUPPLIER shall immediately notify the PURCHASER in writing of the (alleged) infringement. The notice shall be sent to the following E-mail account:

compliance@hoerbiger.com.

The SUPPLIER shall take corrective actions in order to protect himself and the PURCHASER against detrimental consequences, such as fines, contractual penalties, termination of customer transactions, reputational damage, etc.

The SUPPLIER implements rules for Compliance according to this Section 18 and reasonable reviews its own and its supplier compliance.

The PURCHASER has the right to review the SUPPLIER's compliance with the Code of Conduct. The SUPPLIER agrees to cooperate and support such reviews, for example, but not limited to, by providing documents and statements.

19. Relationship of Parties. The PURCHASER and the SUPPLIER are independent contracting parties and nothing in these GTCP will make either party the employee, agent or legal representative of the other for any purpose. These GTCP does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The SUPPLIER will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the GTCP and purchase orders. All employees and agents of SUPPLIER or its respective contractors are employees or agents solely of SUPPLIER or such contractors, and not of the PURCHASER, and are not entitled to employee benefits or other rights accorded to PURCHASER's employees. The PURCHASER is not responsible for any obligation with respect to employees or agents of the SUPPLIER or its contractors.