
COOPER STANDARD TECHNICAL RUBBER GMBH

General Terms and Conditions of Sale and Delivery

October 2013

A Orders, Delivery etc

1. Our offers are subject to alteration; a legally-binding agreement shall only become effective upon our express acceptance or execution of an order, which we are entitled to do within 2 weeks of receipt of the order.

We reserve the right not to accept minor orders and to determine minimum order quantities or minimum invoice amounts. Delivery and invoicing are subject to the prices and conditions valid on the day of despatch or collection of the goods. Estimates for repair or installation work shall be non-binding. Should we incur considerable price alterations in the cost of raw materials, wages, energy or other costs, we reserve the right to negotiate a corresponding price adjustment and to withdraw from the contract in the case of non-agreement. In the case of framework delivery contracts, the right to extraordinary termination with a notice period of six (6) months shall take precedence over the right to withdraw.

2. If no particular despatch instructions are received, the goods will be despatched using the most cost-effective and appropriate method. Should express delivery be required (e.g. air-freight, fast freight or express) the customer shall bear the extra costs thereby incurred. Cartage and surface freight shall be at the customer's own expense. A reduction for collection shall not be granted.

Goods shall be despatched entirely at the customer's own risk and irrespective of the place of despatch. Insurance will only be arranged upon the customer's written request and at the customer's expense. Should the goods be ready for despatch, and should the despatch or collection be delayed for reasons beyond our control, the risk shall be transferred to the customer immediately upon receipt of the notice of despatch and / or collection. Despatch shall be considered to have taken place at this point, more precisely at the point at which the goods are handed over to the relevant person. Risk shall be defined according to these conditions as the risk of destruction or deterioration of the goods due to circumstances beyond our control or further, their confiscation or disposal by the authorities.

3. In the case of goods manufactured to order, the quantities ordered may be exceeded or fall short by:

For orders up to 65 m² +20% and -10%

For orders from 65 m² +15% and -10%

Orders placed on demand for immediate delivery can only be accepted or carried out according to manufacturing capacity. In the case of orders on demand, we reserve the right to procure the material required for the entire order and to manufacture the total order amount. Any alterations requested by the customer once the order has been placed can only be taken into account if this provision has been expressly agreed upon. Partial deliveries shall be permitted.

4. There will be no charges for packing in paper, jute or foil. Other packing materials, in particular special packing and pallets, shall be charged at cost price and shall be non-returnable. For carriage-paid returned goods in reusable packing, two-thirds of the total cost for normal crates and the full amount for returnable canisters and pallets will be credited unless otherwise agreed.

5. An obligation to adhere to agreed delivery dates shall only be accepted provided there is no disruption to operating and sales conditions. Should our premises or those of our sub-contractors or transport companies be subject to acts of nature or other unwelcome events beyond our control, such as operating or traffic disturbances, fire, floods, shortage of manpower, energy or raw materials, industrial disputes, administrative measures, as well as technical or technological circumstances considerably affecting our ability to fulfil the contract, shall release us from our obligation to deliver on time.

Delivery deadlines shall be considered to have been met, if the goods leave our premises before the deadline has expired or if the customer has received a notice of despatch or collection.

Subsequent alterations to the order shall extend the delivery deadline accordingly and reasonably. Claims for compensation due to delay, impossibility of fulfilment of the contract or failure to fulfil the contract shall be excluded to the extent as we, our legal

representatives or management cannot be held liable for intent or gross negligence. Liability shall be excluded in cases of damage due to slight negligence, except where such damage arises from a violation of essential contractual obligations. The customer's legal right of withdrawal shall remain unaffected. For orders consisting of several deliveries, non-fulfilment, delayed or unsatisfactory delivery shall have no effect on other deliveries relating to the order.

6. Goods already sold cannot be returned in general. Should we agree to take back goods by way of exception, the net price valid on the day of return will be credited. Credit will not be available where our reservation of ownership is enforced.

7. We shall be entitled to cease deliveries with immediate effect in case of delay in payment, initiation of insolvency proceedings, the customer's statutory declaration in accordance with § 807 ZPO (Code of Civil Procedure), payment difficulties or a deterioration of the customer's financial situation that may become known to us.

8. We reserve the right to the property and copyright of cost quotations, designs, drawings, and other documentation. These may only be disclosed to third parties with our express approval. Drawings and other documentation relating to offers must be returned on request and in any event where we are not awarded the order.

To the extent that we have manufactured or delivered items made according to the customer's drawings, models, patterns or other documentation, the customer shall be liable to ensure that the industrial property rights of third parties are not violated. Should a third party prohibit us from manufacturing or delivering such items with reference to its industrial property rights, we shall be entitled to halt all further activities and to request compensation without the need to verify the legal situation. Furthermore the customer shall be obliged to immediately indemnify and hold us harmless of any existing liabilities relating to the claims of third parties. We do not guarantee that the installations of parts delivered by us are not subject to any industrial property rights of third parties.

9. Parts provided by the customer for use in the manufacture of an order, such as metal parts, shall be delivered on time to the plant designated by us, in good condition and in the agreed quantity or otherwise in a sufficient quantity to allow for waste. Should this not be the case, we shall have the right to invoice the costs thereby incurred and to cease or not to start production, at our sole discretion. Costs incurred for testing any necessary trial parts will be invoiced, together with any additional costs which may arise, in particular for moulds and tools. Should moulds, tools and other equipment be manufactured or procured by us for manufacture, any costs arising from this shall therefore be invoiced as a part of the production costs. In view of our design service, the above-mentioned items shall remain our property, irrespective of any costs relating to these items covered by the customer. Any amortisation agreements shall be valid for a maximum of three (3) years.

10. The delivery of brochures, price lists or memos shall not be deemed an offer.

B. Reservation of ownership and other security rights

1. a) We reserve the right to retain as our property all goods delivered by us until all financial claims arising from the business relationship with the customer have been entirely settled. The customer shall be obliged to handle the goods with care. Our reservation of ownership shall not release the customer from his liability for any damage or destruction of our goods.

b) We reserve the right to withdraw from the contract either in part or in full and to request the immediate return of the goods under reservation of ownership in case of delay in payment or where our property is at risk, or for other reasons stated in paragraph A7 herein. Any rights of retention shall be excluded.

Should the reserved goods not be returned immediately, we or persons authorised by us shall be entitled to enter the customer's premises and to obtain immediate possession of the reserved goods. The customer undertakes to provide written information concerning the whereabouts of the goods, and to allow access to any related business documentation. Should the reserved goods be in the possession of a third party, the customer shall provide us with written information to this effect and upon request cede any relevant financial claims to us to assist us in regaining possession of the said goods in fact and in law.

c) The customer shall be obliged to inform us immediately of access by a third party to the goods, for example in case of a seizure or of damage to or destruction of the goods, and at our request to confirm in writing our right of ownership to third parties as well as to ourselves.

d) The customer shall not be permitted to pledge or transfer ownership as security of goods delivered subject to reservation of ownership.

e) The customer shall ensure that the goods sold under the reservation of ownership are adequately insured, particularly against fire and theft. Any claims the customer may file with his insurer shall hereby be ceded to us in the amount of the value of the goods. The value of the goods sold shall be the sales price plus VAT applicable on the day the damage was suffered. The customer shall inform his insurer of the transfer of the claim.

f) Any reworking, finishing or processing of the reserved goods carried out by the customer shall be deemed carried out for us without any obligation arising for us. The reworked or processed goods shall be considered goods sold subject to reservation of ownership with regard to these terms and conditions of sale.

g) Where items not belonging to us are used in combination with, mixed with or integrated into our goods (paragraphs 947, 948 Bundesgesetzbuch, German Civil Law Code), we shall have the right to joint ownership of the new object in proportion to the value of the reserved goods used to manufacture the item to the total of all invoice amounts of the other items used. Should the customer acquire sole ownership of the new item, the parties to the contract agree that the customer shall concede joint ownership of the new item to us in proportion to the value of the processed, combined, mixed or integrated goods. The new item shall be considered a good sold subject to reservation of ownership in accordance with these terms and conditions. The customer shall be responsible for the safekeeping of the item on our behalf and shall be under the obligation to provide us with the information necessary for us to exercise our rights and to allow us access to documentation and where necessary, to make copies of such documentation.

2.a) Financial claims filed by the customer arising from the resale of the goods sold subject to reservation of ownership shall hereby be transferred to us, inclusive of all accessory rights, irrespective of whether the goods sold subject to reservation of ownership are resold with or without reworking, processing, or combined, mixed or integrated with other goods, or whether they are resold to one or several purchasers. We hereby accept the transfer.

If the transferred claim against a third-party debtor has been included in a current invoice, the agreed transfer shall also relate to any claims in the current account. The transferred claims serve to secure all rights and claims according to B 1 a) herein.

b) If the goods sold subject to reservation of ownership are sold by the customer together with other goods not belonging to us, either with or without having been combined, mixed, reworked or processed, the requested purchase price according to B 2 a) in the amount of the price invoiced by the customer including VAT, shall be deemed transferred to us. If the goods sold subject to reservation of ownership are not specifically referred to, the total claim against the new purchaser including VAT in the amount of our sales price charged for the included goods sold subject to reservation of ownership shall be deemed transferred to us.

c. If the goods sold subject to reservation of ownership are used by the customer for the purpose of fulfilling a contract of manufacture or a work performance contract, the claim arising from such contract shall be transferred to us in advance, in the same amount as stipulated under B 2 a) herein.

d. The customer shall only be entitled and authorised to resell or to otherwise make use of the goods sold subject to reservation of ownership on condition that the claims described in B 2 a) to c) are transferred to us. The customer shall not be entitled to otherwise dispose of the goods sold subject to reservation of ownership.

e. The customer shall be entitled to collect claims from the resale of the products irrespective of the transfer of the same. Our right to collect claims shall remain unaffected by the customer's right to collect. We will not collect on the claims for as long as the customer meets his payment obligations. In response to our first written request, the customer shall inform us of the identity of the debtor of the transferred claims, provide us with the necessary information and documentation, and inform the debtor about the transfer. We or our representatives shall be entitled to enter the customer's premises in order to gain access to the documentation necessary for determining and asserting our rights to the claims transferred to us, and to either temporarily remove or copy such documentation.

f. In the cases detailed under paragraph A 7 herein, the customer's entitlement to resell the goods sold subject to reservation of ownership, or to collect on claims transferred to us, shall be terminated. Furthermore, we shall have the right to withdraw this entitlement in writing for serious reasons. Clause 1 b herein shall apply accordingly following termination or withdrawal.

3a). The reservation of ownership according to the above-mentioned conditions shall also remain in effect even if individual claims made by us are included in a current invoice and if the balance is drawn and accepted.

b) The reservation of ownership according to the above-mentioned conditions shall cease when all the claims detailed under B 1 a) herein have been satisfied. The ownership of the goods sold subject to reservation of ownership shall then be transferred to the customer and he shall then be entitled to the ceded claims.

4. Should the customer fail to meet his obligations of reservation of ownership, all payment obligations shall be due immediately.

5. If the realisable value of the existing securities exceeds our claims against the customer by more than 20%, we shall be obliged to release securities of our choice at the customer's request.

C Invoices, Payment

1. We will issue invoices as soon as the goods are ready for despatch or collection. Delays in despatch or collection of the goods for which we cannot be held responsible shall not affect the due date of the invoice.

2. Our invoices are to be settled free of postage and other charges.

a) net within 30 days of the invoice date. Invoices for tools are due net within 30 days of the invoice date.

3. Cash discounts (if agreed) shall not be granted unless all payment obligations due from previous deliveries have been met and the invoice amount is credited on time to our account by the given due date.

4. We will not pay interest on prepayments or down payments.

5. Payments of a debt-discharging effect may only be made into accounts specified on the respective invoice.

6. The acceptance of payment by draft requires our agreement; acceptance does not constitute formal payment.

7. We shall be entitled to charge the customer € 15.00 for each payment reminder.

8. Should any circumstances cast reasonable doubt on the credit-worthiness or the solvency of the customer, we shall be entitled, at our discretion, to either demand prepayment or provision of collateral. The same shall apply if the customer fails to pay by the due date. If the customer fails to make payment within one week, all our financial claims against the customer including those arising from other orders will fall due. To the extent we have not met our obligations to deliver, we shall be entitled at this stage to withdraw from the contract.

9. Should the customer fail to pay by the due date, he shall have to pay interest, even in the absence of arrears, from the due date in the amount of the cost of a current loan as charged by our company bank, but at least 8 percentage points above the base lending rate.

10. The customer shall not be entitled to offset any of our payment claims or exert a right of retention with regard to any amounts due. This shall not apply to legally established and undisputed claims, or claims ripe for decision, or for the exercise of a right of retention in consideration of such claims arising from the same contractual relationship until they are fulfilled.

D Liability, Warranty

1. We only provide a guarantee for our products in accordance with the following conditions:

a) Minor deviations in quality, weight, hardness, colour or dimensions shall not constitute a defect.

At our discretion we shall be entitled to either rework or replace goods affected by significant defects. Should rework or replacement fail to be effective, the customer shall be entitled, at his discretion, to demand either a reduction in the payment due or to withdraw from the contract.

Any further claims, in particular claims for damages of any kind, shall be excluded unless our legal representatives or management

can be held liable for intent or gross negligence. Liability shall be ruled out in cases of damage arising from slight negligence, unless the damage concerned is foreseeable or typical due to the violation of essential contractual obligations.

b) Specifications provided by us with regard to delivery and performance etc (e.g. dimensions, weight, hardness, utility) shall be considered approximate; they are descriptions or identifications, but are not warranted qualities.

Deviations from patterns or previous deliveries shall be avoided wherever technically feasible. This shall not apply to any items further developed or designed as technical improvements, provided that the delivered item is not altered in a manner considered unreasonable to the customer. Only considerable alterations justify a warranty claim in accordance with D 1 a) herein.

A guarantee cannot be given for adhering to specific weights and dimensions.

Unless otherwise agreed, we reserve the right to deviation of up to $\pm 10\%$ for each article. For all claims arising from a defect, there shall be a limitation period of one year following delivery.

c) We shall not be held responsible in particular for defects such as those caused by natural wear and tear, or by alterations not carried out or damage or not occurring on our premises, or in cases of improper handling, especially improper storage, if operating or assembly instructions have not been adhered to, or if the defect is due to our goods being used for a particular purpose of which we were not informed in writing on conclusion of the contract.

d) Complaints will not be taken into consideration unless they are reported in writing within 10 days of receiving the goods, or within 2 weeks after the discovery of hidden defects and unless the customer returns the goods in question to us freight paid upon our request. Our written agreement must be obtained before any goods are sent to us. Should the complaint prove to be justified, we shall bear the costs for returning the goods under the most favourable conditions.

e) Defects to a part of the delivered goods shall not entitle the customer to make a complaint about the entire delivery.

f) Warranty claims arising due to the delivered goods not being fit for the intended purpose shall not be considered, unless we have guaranteed their suitability.

g) Any warranty agreements must be made in writing.

h) Goods we have agreed to replace shall remain our property and shall be stored by the customer on our behalf, at no cost, until they are returned to us.

2. In accordance with the long-established practice in our industry, claims for damage arising from violation of the contract upon its conclusion, positive breach of contract and unlawful acts against us, our legal representatives, agents and employees, irrespective of their nature and legal basis shall be excluded. This shall not apply where the damage is foreseeable or typical due to the violation of important contractual obligations, or if the damage is deemed to have occurred as a result of intentional or grossly negligent acts by us, our legal representatives or management. This warranty regulation shall also apply to any verbal or written consultation given by us, or tests performed or any other manner. The customer shall not be released in particular from his responsibility of checking the suitability of the goods for the intended purpose himself. Claims based on product liability laws shall remain unaffected.

3. We are neither liable for foreign metal parts breaking during the manufacturing process, nor for the suitability of any materials provided by the customer.

E Other Terms

1. The place of performance for all deliveries shall be the location of the plant delivering the goods.

2. The courts of law at Lindau, Lake Constance, shall have exclusive jurisdiction over all disputes arising from or concerning this agreement. We shall furthermore be entitled to bring charges against the customer at the customer's general place of jurisdiction.

3. These Terms and Conditions of Sale shall be governed exclusively by the law of the Federal Republic of Germany, with exception of the Vienna UNCITRAL Agreement dated 11 April 1980, governing international agreements for the purchasing of goods (UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS).

4. Our Terms and Conditions of Sale shall form the basis of all current and future business relations with the customer; they shall be deemed accepted when the order is placed or delivery is accepted. They are subject to alteration at all times. Should the customer contest these changes unsuccessfully, he shall have the right of withdrawal or extraordinary right of notice, should we insist on the new terms in relation to the customer. Any deviating, opposing or supplementary terms and conditions shall not be deemed part of the contract unless we have accepted them in writing.

5. The invalidity of individual conditions shall not affect the overall validity of these Terms and Conditions of Sale and Delivery.

6. Any agreements made by telephone or verbally must be confirmed in writing to be legally valid. In cases of dispute, the confirmation of the order shall be decisive for the content of the contract.

7. Attention is expressly drawn to the fact that we store and use personal data in accordance with the regulations laid down in the Federal Data Protection Act.

8. These Terms and Conditions supersede any previous Terms and Conditions.