

## Standard terms and conditions of purchase Carrosserie HESS AG, as at June 2012

Deviations from the following conditions shall only be valid if they are recorded in writing by both parties and are legally binding on both parties.

### 1 Quotations

- 1.1 No payment will be made for submission of a quotation.
- 1.2 Quotations must be valid for at least 60 days, calculated from the date on which they are received by the party placing the order.
- 1.3 When specifying a price, quotations must state explicitly whether a reduction (discount, special rebate, sales bonus) will be granted or if prices are to be understood as net prices. Costs for equipment, guides, tools, etc., which have to be separately manufactured but are not shown separately are regarded as included in the price.

### 2 Orders

Orders are only binding if they are issued in writing and provided with a legally binding signature. Deviations from orders must also be confirmed in writing.

### 3 Prices

Prices are regarded as fixed prices and must be defined/identified in accordance with Incoterms 2010.

For materials excl. transport packaging and any possible rental, usage and exchange fees for transport equipment,

- for deliveries within Switzerland excl. VAT
- for deliveries outside Switzerland: excl. foreign VAT but including all other foreign fees and taxes.

### 4 Deliveries of material by the party placing the order

Material supplied free of charge to the supplier by the party placing the order to carry out the order shall remain the property of the entity placing the order and must, as far as possible, be identified and separated as such. It must be checked on receipt by the supplier. The party placing the order must be notified of any defects within five working days, otherwise the material will be regarded as having been supplied free of any defects.

### 5 Samples, drawings, guides, tools

Samples, drawings and resources provided by the party placing the order such as testing equipment, guides and tools will remain its property and may only be used for tendering and for carrying out the order. They must be returned to the party placing the order when the order is finished, unless agreed otherwise. An inventory must be produced of resources that remain with the supplier and they must be stored and serviced in an appropriate manner. Their use for other purposes or for third parties requires prior written permission from the party placing the order.

### 6 Delivery dates

6.1 Delivery dates specified by the party placing the order shall be binding – even for partial deliveries. They shall be regarded as having been complied with if the merchandise is received by the party placing the order up to the date specified and can subsequently be accepted.

6.2 If the delivery takes place earlier than agreed, the party placing the order shall reserve the right only to pay the invoice in question within the payment period for the agreed delivery date and to charge any storage costs that may accrue.

6.3 If faster transport (express deliveries, courier services) is required because deliveries have been despatched late, the supplier shall bear the additional freight costs. Additional costs for express deliveries that have not been requested shall also be borne by the supplier.

### 7 Right of withdrawal by the party placing the order

7.1 The party placing the order is entitled to withdraw from the order in full or in part. The party placing the order shall notify the supplier of a withdrawal of this kind in writing.

7.2 In a case of this kind, the supplier shall be entitled to compensation and an appropriate profit margin for work that has been carried out or expenditure undertaken unless withdrawal of this kind is taking place because of non-performance or poor performance on the part of the supplier.

7.3 The costs of withdrawal must be justified and evidenced in full by the supplier. The payments to be made must not exceed the amount to which the supplier would be entitled if the entire order was completed.

7.4 The supplier shall not be entitled to claim loss of profit for that part of the order that is no longer to be carried out.

7.5 The party placing the order is only obliged to pay claims in accordance with clause 7.2 in as much as the supplier transfers the work that has been begun free of any rights or claims by third parties.

7.6 If the delivery does not conform to the order (incl. delivery dates), the party placing the order is entitled to withdraw from the order in full or in part after granting a grace period. Instead of withdrawing, the party placing the order is also entitled to demand a replacement delivery or to have the order reworked. Transport costs for returns or replacement deliveries shall be borne by the supplier. Claims to compensation for losses shall remain reserved.

### 8 Shipment instructions

8.1 Shipment instructions shall be effected by the party placing the order. A dispatch note must be attached to each shipment quoting the relevant order number. If the merchandise is not delivered direct to the party placing the order, a separate copy of the dispatch note must be sent to the party placing the order. The supplier must also issue all necessary shipping documents.

8.2 No transport insurance may be concluded at the expense of the party placing the order without prior agreement in writing.

8.3 Shipments involving courier services at the expense of the party placing the order are only permitted after prior agreement.

### 9 Hazardous materials / environmental protection

9.1 The party placing the order must be provided with current safety data sheets for all hazardous materials to be delivered.

9.2 The supplier must ensure that its merchandise complies with all safety and environmental protection legislation applicable at the date of sale. Documents and evidence to this effect may be demanded free of charge by the party placing the order at any time.

9.3 The provision shall also apply to any work performed (e.g. installations on site) by the supplier or third parties tasked by it.

9.4 The regulations governing packaging and transport must be complied with in every respect. The supplier shall be liable if applicable provisions are breached and must indemnify the party placing the order against all claims by third parties including authorities.

### 10 Place of performance and transfer of risks

10.1 The place of performance for the delivery is the destination identified by the party placing the order.

10.2 The transfer of risks will take place when the delivery has arrived and been accepted at the place of performance unless the applicable Incoterms 2010 specify otherwise.

### 11 Inspection and acceptance

11.1 The supplier must only supply the party placing the order with inspected material that conforms to the order. The inspection of the merchandise by the party placing the order may take place on the basis of certificates supplied with the merchandise or an incoming inspection of the merchandise. Suppliers that have ISO 9001 certification shall voluntarily supply the relevant certificates and evidence, which may have been explicitly demanded by the party placing the order, for each delivery. The costs for these documents are included in the agreed price. Following approval of the supplied and inspected material, the delivery is deemed to have been accepted.

11.2 Delivery of an inspection report containing objections counts as a complaint.

11.3 Having been duly identified, authorised representatives of the party placing the order shall have free access to all the premises in which the object of the order is manufactured, inspected or stored at any time and without prior announcement for the purposes of carrying out inspections and audits. On request, they must be given all information regarding the object of the order and any documents they request must also be presented.

11.4 This applies equally to our clients' representatives/quality inspectors or official quality inspectors tasked by our clients.

### 12 Compensation for loss / penalties

12.1 The supplier shall be liable for losses that result as a consequence of non-performance or poor performance of the order even if the party placing the order withdraws from the order. These include penalties among other things which the party placing the order incurs as a result.

12.2 Should defective material have to be sorted out, re-allotted, modified or otherwise brought to a usable condition, HESS will be paid for this work at an hourly rate of CHF 85.00. Payment will be effected in the form of a deduction from the invoice or a credit note.

### 13 Product liability

The supplier shall explicitly and fully indemnify the party placing the order against third party claims and shall compensate the party placing the order for all losses it suffers, which arise from product liability in connection with its deliveries and which are raised against the party placing the order.

The supplier must insure itself against claims by third parties arising from product liability including the costs of recalls up to an amount of CHF 5,000,000. At the request of the party placing the order, it shall provide evidence of having taken out an insurance policy and paid the premium at any time.

### 14 Invoicing

The invoice must be provided with the order number and the reference notes and sent to the address of the party placing the order.

### 15 Payment

15.1 As a rule, payment shall take place within the agreed payment term after the invoice is issued and after acceptance of the material supplied.

15.2 If deliveries are delayed, the party placing the order is entitled to extend the agreed payment term in line with the delay in delivery that has occurred.

### 16 Assignment and pledge

The claims accruing to the supplier from the order may neither be assigned nor pledged without the prior written consent of the party placing the order.

### 17 Maintaining confidentiality

17.1 The contracting parties shall treat all information that is neither obvious nor generally accessible confidentially. Confidentiality must be maintained before the order is placed and once the contractual relationship ends. Any statutory obligation to disclose information remains reserved.

17.2 If the supplier wishes to use this contractual relationship for advertising purposes or to publicise it, he requires written consent from HESS's Marketing department. This also applies to the depiction of HESS components in the supplier's publications.

### 18 Warranty

18.1 As a specialist, the supplier warrants that the material has the promised characteristics and does not suffer from any physical or legal defects, which would impair its suitability for the presumed use.

18.2 As a rule the warranty will last for a period of 24 months from commissioning. The party placing the order will complain in writing about any defects it identifies within 30 days.

18.3 The supplier shall also be liable for defects, which emerged within the warranty period and which were the subject of a written complaint within 30 days of the warranty expiring, even after the warranty expires.

### 19 Replacement parts (ET)

The supplier shall define the necessary replacement parts and shall prepare the documentation associated therewith, which must be made available to the party placing the order in electronic form if requested. The supplier shall also define the replacement periods associated therewith.

### 20 Maintenance

The supplier shall define the necessary maintenance work including time allowed and shall prepare the documentation associated therewith, which must be made available to the party placing the order in electronic form if requested.

### 21 Applicable law / place of jurisdiction

21.1 The applicable law are the present general conditions of purchase, the individual contract and Swiss law. Application of the United Nations Convention on Contracts for the International Sales of Goods ("Vienna Sales Convention") is excluded.

21.2 The place of jurisdiction is courts responsible for the party placing the order. The party placing the order may take legal action at the supplier's registered office.