

General terms and conditions of purchase

For use in all contractual relationships between companies, legal entities under public law and separate estates under public law (subsequently referred to as "Supplier") and a company in Transporter Industry International Group; this corresponds to:

SCHEUERLE Fahrzeugfabrik GmbH - Otto-Rettenmaier-Strasse 15 – D-74629 Pfedelbach, Germany and/or
KAMAG Transporttechnik GmbH & Co. KG - Liststrasse 3 – D-89079 Ulm, Germany and/or
NICOLAS Industrie S.A.S. - RN 6 BP 3 – F-89290 Champs-sur-Yonne, France
TII INDIA Private Limited – Plot2, Sector 14, Phase-II – IMT Bawal - Haryana, 123501 India

(subsequently referred to as "**Purchaser**")

The Supplier has read and understood the present conditions of purchase. He hereby states that with the written acceptance of orders and/or with the start of their execution, he recognises these conditions as legally binding.

I- Applicable conditions

The legal relationships between the Supplier and Purchaser are based exclusively on these terms and conditions of purchase and other possible legally related agreements. The Purchaser is not prepared to conclude contracts on the basis of the Supplier's terms of business which are conflicting. These do not become a component of any agreement, even if they are not specifically objected to individually. Subsequent amendments or addenda must be made in writing. If a provision of these terms and conditions of purchase is or becomes null and void for any reason, then the validity of the remaining provisions shall remain unaffected.

If the Supplier does not accept the orders within 10 days of receipt, then the Purchaser is authorised to revoke them. Call-offs become binding at the latest 10 days upon receipt, unless the Supplier has objected to them by that time. Proposals/cost estimates are binding and free of charge.

Agreed deadlines and periods are binding. Exceeding them obligates the Supplier to compensate the Purchaser's corresponding losses for delay, as per the legal provisions.

II- Secrecy, use of means of production, copyrights

All business and technical details which are not public knowledge and which do not become known through the business relationship shall be handled by the Parties as business secrets.

Without the Purchaser's specific written consent, objects of any type (drawings, models, patterns, samples, tools, etc.) made to his specifications may be neither disclosed nor otherwise made accessible to, nor offered, nor sold to unauthorised third parties. Subcontractors must be obligated accordingly.

The reproduction of such objects shall only be permissible within the scope of the business requirements.

Upon termination of the business relationships, such objects, even if they were manufactured by the Supplier for the fulfilment of the order or obtained otherwise, must be returned in full, including possible reproductions, to the Purchaser.

Any possible copyrights or industrial property rights relating to the delivery and to the drawings, patterns, samples, tools, etc. necessary for manufacturing the delivery shall be assigned exclusively to the Purchaser.

The Supplier shall be responsible that trademark rights of third parties are not violated through the supply and use of the objects obtained. The Supplier shall indemnify the Purchaser and his customers from all claims arising from the use of such trademark rights.

Materials made available shall remain the Purchaser's property. He reserves the title to materials provided in such a way that the Supplier manufactures the objects to be delivered according to the order.

The Parties are in agreement that the title to these objects in their respective manufactured state at the time shall belong to the Purchaser. The Supplier shall keep the objects made available to him free of charge and; he shall ensure that he stores and insures them appropriately (see Item V).

Without the Purchaser's prior written agreement, the Supplier may neither completely nor partially transfer rights and obligations arising from an order or call-off.

The Supplier may not change the production location and/or place of dispatch of the goods without informing the Purchaser in writing, subject to a suitable period of notification.

IV- Transfer of perils, delivery note

Unless agreed otherwise, the transfer of perils for the goods from the Supplier to the Purchaser shall take place as per the INCOTERM stated in the call-off/order.

For every order number, a delivery note shall be provided with the delivery; this note shall contain all order and part numbers.

V- Customs, origin, export control and insurance

The Supplier shall observe the legal requirements of the supply chain and undertakes, at the Purchaser's request, to provide corresponding evidence by means of certificates or declarations (e.g. security statement as an authorised economic operator AEO, statement of compliance relating to the CTPAT initiative).

For customs purposes, the Supplier must supply a commercial invoice in English together with the documents accompanying the goods.

For his goods, he is obligated to provide a declaration of origin, in which he completes a "long-term Supplier's declaration" set of forms as per EC 1207/2001 and submits it to the Purchaser.

Changes to the origin of the goods must be reported to the Purchaser in writing immediately. If the Supplier delivers goods which may receive preferential treatment in the importing country, he must include corresponding proof of origin for every such delivery.

The Supplier must take out insurance policies at his own expense with reputable and solvent insurance companies; these policies shall cover the Supplier's liability with respect to the Purchaser and to third parties, to the necessary extent. The Purchaser shall be authorised to demand evidence of the corresponding insurance policies.

Unless anything to the contrary results from the above INCOTERMS, the Supplier must obligate every shipper whom he engages to insure the deliveries of goods.

In the Supplier's publicity, reference may be made to his business relationship with the Purchaser only if the Purchaser has stated his consent in writing. The Purchaser's company logos and trademarks and part numbers are to be applied to the goods ordered if the drawing prescribes this or if an instruction to do so was issued. The objects marked in this manner must be supplied to the Purchaser only. Goods returned under complaint which are marked with the Purchaser's company logos and trademarks must be rendered unusable.

III- Ordering

In accordance with the applicable conditions, supply contracts, orders, call-offs and their acceptance, as well as modifications and adjustments to them shall be binding only if they are made in writing; these may be made in text form or by data transmission (fax, e-mail, EDI, Web EDI).

To the extent of what is reasonably expected of the Supplier, the Purchaser may request modifications to design and construction. The Supplier is obligated to implement such modifications immediately. In this process, the effects, especially regarding possibly increased or reduced costs, and the delivery date, are to be arranged mutually and appropriately.

Without advance written agreement from the Purchaser, the Supplier is not authorised to undertake modifications relating to goods (especially regarding specifications, drawings, design, constructions, time and location of the delivery, packaging, quality, quantities, and means of transport).

VI- Quality and declaration of conformity

The products delivered must fulfil all the regulations, directives and standards applicable to the respective product. If a manufacturer's declaration or a declaration of conformity (CE) as per the EC Machinery/Special Vehicle directive are necessary for the product, the Supplier must upon request generate these and make them available immediately at his own expense; this shall include both associated operating instructions and risk assessments.

VII- Prices, payment

The prices agreed are strictly fixed prices as per the agreed INCOTERMs, delivered to the agreed or stated delivery address, including packaging.

Unless agreed otherwise, payment shall be made within 60 days strictly net, either upon delivery or upon invoicing, whichever date is last.

Payment shall be made by transfer (or possibly by cheque if applicable). The receipt of the cheque by the Supplier shall be authoritative for the timeliness of any payment by cheque.

Without prior written consent of the Purchaser, which may not be unreasonably refused, the Supplier shall not be authorised to transfer his claims against the Purchaser or to have third parties collect them.

Settlement between the Supplier and Purchaser shall be made by credit note procedure, provided this was agreed. If settlement using the credit note procedure was not agreed, an invoice shall be issued for every delivery note.

Payment for goods by the Purchaser shall not mean that the goods are deemed to be correct or accepted. In the event of a defective delivery, the Purchaser shall have the right to withhold payment proportionally until correct fulfilment.

VIII- Inspection on receipt

For quantities, dimensions and weights, the values determined by the Purchaser upon receipt shall be authoritative. Excess or short deliveries with respect to the quantity ordered are not permitted.

IX- Notification of faults

Faults to the delivery shall be notified to the Supplier immediately on being detected; obvious faults at the latest within 14 days of receipt of the delivery at the relevant specified reception point.

Beyond this, there are no obligations to investigate and give notice of complaint.

X- Warranty

The Supplier shall assume full warranty for the craftsmanship and performance of the goods supplied, for a continuous period of at least 24 months, calculated from the day of the Purchaser actually commissioning the end product, but for a maximum period of 30 months from delivery of the goods to the Purchaser's plant.

In the event of a faulty delivery, the Purchaser shall first give the Supplier the opportunity to separate out faulty parts on site, and then to correct them or to make a follow-up delivery, unless this is unacceptable to the Purchaser.

If the Supplier does not comply with a deadline set by the Purchaser in this regard, the appropriateness of which is to be judged against the interests of both sides, the Purchaser shall be authorised to himself arrange the correction or obtaining of replacements at the cost of the Supplier.

If the same or similar goods are repeatedly delivered in a faulty condition, then, after a written warning, in the case of a further faulty delivery the Purchaser shall be entitled to withdraw, also with regard to the still unfulfilled portion of the delivery. In addition to the right to request corrections as per this section, the Purchaser shall also be entitled to the above warranty rights.

The rights governed in this section to the Purchaser's benefit are, as the statutory warranty claims, to be fulfilled at his choice either at his company offices, or, if he has delivered the faulty delivered item as a component of his product, wherever the delivered item was brought by his customer as intended.

If a claim is made against the Purchaser according to the principles of product liability, for reasons falling within the responsibility of the Supplier, the latter shall indemnify the Purchaser with respect to the claimant, to the extent that he would be directly liable.

If measures to defend against losses are necessary (e.g. product recalls), the Supplier shall be liable to the extent that the measure derives from the fault of a supplied item. As soon as there are indications of a possible claim against the Supplier as per this section, he shall be informed in detail, and he shall be given the opportunity to investigate the damage event and its cause.

XI- Retention of title

If extended retention of title exists, agreement shall be deemed to be granted.

The Supplier shall retain title to all goods delivered by him until payment has been made in full; for this, all deliveries shall be deemed to be one combined delivery transaction. For a current account, the property under retention shall be deemed to be a security for the Supplier's outstanding claim for payment.

If the Purchaser combines the goods with other objects into one unified item, and this item is deemed to be the principal item, then proportional joint ownership shall be transferred to the Supplier, provided that the main item belongs to the Purchaser. If the delivered goods are correctly resold by the Purchaser, he shall already at this point transfer the claims against the final Purchaser arising from the sale, and all subsidiary rights to the delivery, until full settlement of the Supplier's claim arising from the delivery transaction.

The Supplier shall release the securities retained by him when their value exceeds the claim to be secured by more than 20%.

XII – Spare parts and supply capability

The Supplier is obligated to deliver spare parts, under appropriate conditions, for the period of normal technical use, but for at least ten years after the last delivery.

XII- EDP data protection

The Purchaser shall use data processing to store the Supplier's personal data as part of the business relationships.

At the Purchaser's written request, the Supplier must fulfil the international information security standard ISO27001, and this is to be demonstrated through appropriate certification.

XIII- Force majeure

Force majeure, industrial action, unrest and other unforeseeable, unavoidable and serious events shall release the Parties from their performance obligations for the duration of the disturbance and to the extent of its effect. This shall apply even if these events occur at a time when the Party affected is late in performing his services. Within the scope of what is reasonable, the Parties undertake to provide the necessary information and to adapt their obligations to the altered circumstances in good faith.

XIV- Social responsibility

The Supplier undertakes not to perform or fail to perform actions which may result in criminal liability on account of fraud or breach of trust, insolvency offences, anti-competitive offences, child labour, provision or acceptance of advantage, bribery, corruption or comparable offences committed by persons employed by the Supplier or other third parties. In the event of a violation of this, the Purchaser has the right to immediately withdraw from, or terminate all existing legal transactions with the Supplier, and to cancel all negotiations. Regardless of the above, the Supplier undertakes to comply with all applicable laws and regulations which affect him and the business relationship with the Purchaser.

XV- General provisions

If one of the Parties ceases his payments or bankruptcy proceedings are initiated regarding his assets, or legal or out-of-court insolvency proceedings are initiated, the other Party shall have the right to withdraw from the part of the agreement which has not been fulfilled. If no withdrawal takes place, the Purchaser may retain an amount of at least 10% of the payment as surety for the contractual claims until the expiry of the contractual warranty period.

The place of performance for both parties shall be the Purchaser's respective location for receipt of deliveries. Another agreement may be reached for delivery.

The place of jurisdiction is the Purchaser's registered office. The law of the Federal Republic of Germany shall apply exclusively, unless agreed otherwise. The application of the uniform laws in the Hague Convention on the International Sale of Goods (11/04/1980) shall be ruled out.

The language of the agreement is German; any translations into other languages are expressly non-binding.