

**General Terms of Business
of Service Control S+K Qualitätskontrolle GmbH
- designated below as Service Control -**

§ 1

Validity of Terms of Business

Quotations, services and deliveries of Service Control are executed exclusively on the basis of these General Terms of Business (Allgemeine Geschäftsbedingungen / AGB). These shall also apply to all future business transactions and contracts between Service Control and the customer, even if not expressly agreed once more. These General Terms of Business shall be deemed to have been accepted by the customer at the latest on the acceptance of the service to be furnished or the delivery to be made by Service Control. The General Terms of Business of Service Control take priority over any Terms of Business of the customer unless the customer expressly rejects this priority in writing. In the event of such a rejection, Service Control and the customer must agree without delay on the validity of the General Terms of Business. If agreement is not possible, the General Terms of Business of Service Control shall apply. Agreements, supplements, additional arrangements and agreements by telephone or word of mouth between the contracting parties diverging from the General Terms of Business require confirmation by Service Control in the written or text form to be effective. This also applies to the changing of this clause requiring the written or text form.

§ 2

Quotation / Conclusion of contract

Quotations by Service Control are subject to confirmation and are without obligation. To be effective in law, declarations of acceptance and all orders require confirmation by Service Control in the written or text form. Drawings, illustrations, dimensions, weights or other performance data are only binding when expressly agreed in the written or text form. The documents forming part of the quotation remain the property of Service Control; they may only be made accessible to third parties when this is agreed by Service Control in the written or text form. Service Control also reserves copyrights to the documents forming part of the quotation. The order confirmation by Service Control in the written or text form is authoritative for the scope of the deliveries; however, if a quotation by Service Control is subject to acceptance of the offer within the prescribed time limit, the quotation is authoritative if an order confirmation is not received in good time. Additional agreements or assurances by word of mouth by staff of Service Control are only effective in law when confirmed by Service Control in the written or text form.

§ 3

Prices and payment for services/deliveries of Service Control

The prices stated in the order confirmation plus VAT at the currently applicable rate are firm prices. Additional services and deliveries will be separately invoiced. If not agreed otherwise, invoices of Service Control are payable immediately on issue without deductions. For arrears of payment, Service Control is entitled to demand the interest for arrears of payment specified by law. This does not exclude the right

of Service Control to claim additional damages. The contract partner is only authorized to offset, retain or reduce payment when its counterclaims/defect complaints are not disputed between the parties or have been ascertained as legally binding.

§ 4

Due payment obligation of Service Control

Irrespective of any due payment agreement between the contracting parties, Service Control only has a payment obligation towards the contract partner when Service Control has examined the goods delivered for completeness, quantity, freedom from defects and any other correctness. Service Control is obliged to carry out this examination without delay after delivery.

§ 5

Delivery and performance times

Delivery and performance dates are not binding unless expressly confirmed or agreed by Service Control in the written or text form. If such dates cannot be observed by Service Control due to circumstances beyond its control (e.g., force majeure, strikes, lockouts, official decrees, etc.), Service Control shall then carry out such services and deliveries without delay as soon as the hindrance no longer applies. In this case, the agreed date shall be prolonged by at least the duration of the hindrance. Service Control does not fall into arrears through this.

§ 6

Warranty

Defects are to be reported in the written or text form by the customer without delay but at the latest within one week of the service or delivery. Warranty claims can no longer be lodged after the expiry of the warranty period agreed by the contracting parties in the written or text form; if such a warranty period has not been agreed, the provisions of law shall apply. For a justified complaint, Service Control is initially only obliged to rectify the defect or supply a replacement. If, however, rectification or replacement is associated with major difficulties or disproportionately high costs for Service Control, Service Control may offer a price reduction or a reversal of the transaction instead. A withdrawal from the contract by the contract partner is only permissible when rectification is not possible, is refused by Service Control or does not take place within a reasonable time. Should Service Control construct plastic gauges, test, control or other aids, these must always be checked by the contract partner for correctness and expressly given clearance in the written or text form before use. If such clearance is not given and further damage results through this, Service Control is liable only in the case of intent or gross negligence. For the checking of the decorative surfaces of attachment and functional parts in the outer and inner areas of automobiles and in accordance with the recommendations of the automobile industry, Service Control assures a no-defect manufacture rate of 99.7%; a non-detection rate of 0.3% is not considered a fault.

§ 7

Limitation of liability

Service Control is liable for any damage that may occur only to the extent that such damage has been caused by intent or gross negligence on the part of Service Control or its vicarious agents or assistants. This limitation of liability does not apply for damages resulting from injury to life, body or health that are

based on a negligent breach of duty by Service Control or on an intentional or negligent breach of duty by a legal representative or vicarious agent of Service Control.

§8

Reservation of title / right of retention

Goods delivered remain the property of Service Control until satisfaction in full of all claims of Service Control on the contract partner. In the case of behaviour contrary to the contract – especially arrears of payment – Service Control has the right to reclaim goods owned by it or to cede the right to recover such goods to a third party. Furthermore, Service Control has a right of retention to parts of the contract partner which have been processed or are to be processed. Should Service Control claim this right, this is not associated with a withdrawal from the contract.

§ 9

Applicable law, jurisdiction, partial nullity

1. The law of the Federal Republic of Germany applies for all legal relations between the contracting parties.
2. The place of performance is the registered office of Service Control. Olpe (District Court) or Siegen (Regional Court) are agreed as the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship.
3. Should a provision in these General Terms of Business or a provision in any other agreement made between the parties be or become ineffective in law, this shall not affect the validity of the other provisions or agreements. The contracting parties shall replace the ineffective provision by a provision which is effective in law and comes closest in the financial respect to that intended by the contracting parties.