



The following general terms of purchase ("the Conditions") are an integral part of the contract and shall be deemed included in any other subsequent orders without further express agreement. Amendments thereto shall require both parties written consent to be valid. Deviating conditions of Supplier, even if referred to in Supplier's confirmation of order shall be deemed accepted by Tristone only if acknowledged in writing. Execution of orders shall constitute acknowledgement of our Conditions. Confirmations of order, taking of delivery, payment, etc. do not constitute acknowledgement of other sales conditions.

1. Quotations:

Quotations have to be made free of charge and in writing to be valid. Any preparatory cost incurred (e.g. for travel, drafting of plans, drawings, designs, models) shall be borne by Supplier.

2. Orders:

Orders or any modifications thereof shall be placed or, as the case may be, confirmed by Tristone in writing to be valid.

By accepting an order, Supplier undertakes to effect delivery of the agreed number of non-defective items in time or, as the case may be, to perform the agreed services in a workmanlike and due form. Tristone is entitled to amend the contract and adapt deliveries according to its then prevailing demand. By informing Supplier of the quantities required as "calls of production materials", Tristone undertakes to take delivery of the quantities provided for delivery as agreed in the contract and release Supplier to procure starting materials for the quantities stated as agreed in the contract. Deliveries are based on the last preceding call placed.

3. Prices:

Unless otherwise agreed, prices stipulated are fixed prices, carriage paid to our works/operational units or the shipment address indicated by us, including cost for packaging, transport and storage. Customary packaging is not returned, but can be made available for collection if so previously agreed; Tristone, however, does not assume any liability or warranty for damaged packaging.

4. Delivery:

Delivery is effected at Supplier's risk. Agreements made - particularly those referring to quality, execution and delivery dates - shall be minutely adhered to. Unless otherwise agreed, delivery periods shall start to run as of the order date. Extra express cost due to reasons attributable to Supplier or to non-adherence to dispatch requirements shall be borne by Supplier. Tristone will claim damages pursuant to Sec. 280 et seq. in connection with Sec. 286 of the German Civil Code BGB in particular if delivery dates calculable on a calendar basis are not adhered to, and we will further enforce any rights pursuant to Sec. 437 et seq. BGB. Adherence to the delivery date is

determined by the date of reception. Excess/short deliveries with respect to the order must not exceed customary limits.

In the case of excess quantities not previously agreed, Tristone is entitled to pay the invoice accordingly, and to store the items at the expense of Supplier or return them at Supplier's account. Dispatch notices and delivery notes with an exact description of the contents shall be provided in triplicate, while two copies shall be appended to the delivery. Invoices shall be sent in duplicate.

5. Delivery by Third Parties:

If Supplier contracts out to sub-suppliers, these shall use their own delivery forms or state in their shipment documents that delivery is effected in your name and refer to Tristone's order number to Supplier. Failing these indications, Tristone shall be entitled to refuse to take delivery of consignments or return these at the expense of sender.

6. Supply of Materials for Repair and/or Installation Work:

If Supplier has materials delivered for work commissioned by Tristone, delivery documents must state that these materials are supplied at Supplier's discretion. Failing this, acceptance may be refused or consignment may be returned at sender's cost. Delivery of any such materials is always effected carriage paid (see No. 1 above).

7. DIN Standards / Delivery Requirements:

To the extent that reference is made to DIN standards or Tristone delivery requirements, Supplier warrants and represents compliance of the delivery item.

8. Transport Insurance:

We provide transport insurance cover, Supplier is thus considered as customer exempted from forwarding insurance ("SLVS-Verzichtskunde").

9. Test certificates:

If so specified in the order, test certificates shall be appended to invoices in duplicate and to the delivery in one copy and shall be signed by the quality director who is authorized to control production and accept goods.

10. Conditions for Payment:

The payment period does not start to run before the orderly receipt of (i) the goods, (ii) the test certificates required under Article 9 above, if any, and (iii) orderly delivery notes and invoices. Failing specific agreement, payment is made within 60 days net, in the decade (ten days) following the deadline. In the case of our contractual prepayment of at least Euro 1,000, Supplier shall provide as security a surety bond at no further cost for Tristone. Payment on our part does not constitute our approval of conformity of Supplier's performance with the contract.

Approved by SDM

Marcin Placek

Approved by VP Purchasing

Daniel Ridard



11. Quality Assurance:

Supplier shall carry out tests in its own works to ensure that deliveries match Tristone's quality standards. Supplier shall document tests made of parts and archive any test, measurement and control results for a period of ten years. Tristone is entitled to inspect these records any time and make copies thereof. Defects as to quality pursuant to Sec. 434 BGB and defective titles pursuant to Sec. 435 BGB will be dealt with as provided for by law, whereas Supplier shall also have to bear any subsequent cost arising out of any such defect.

12. Warranty:

Supplier warrants that the goods under this contract comply with the specifications, drawings, models and/or descriptions provided by/to Tristone and that they are fully functional, serviceable, made of flawless materials, processed flawlessly and that they are free from defects.

Furthermore, Supplier acknowledges that it has been informed of the intended use of the goods by Tristone and warrants that all goods under this contract that have been chosen, developed, manufactured and/or assembled on the basis of the use communicated by Tristone, are suitable and designed for the purpose intended by Tristone. The warranty period shall be three years (the two-year prescription period stipulated by Sec. 438 BGB is extended by one more year), unless the warranty period granted to customers by Tristone for parts fitted in vehicles is longer. In this case, such longer period shall be deemed to apply also as between Supplier and Tristone.

The prescription period is suspended if a notice of defect is given, it shall not continue to run again unless Supplier expressly refuses warranty or negotiations in this respect are no longer pursued.

Delivery items not used, processed or otherwise amalgamated by Tristone, but supplied by us without any or any material modifications, shall be subject to a notification and prescription period deviating from para 1 and 2 above as it does not end before our duty to accept warranty with respect to our customers is time-barred. In the case of defective or late delivery/performance Tristone is entitled to assert its statutory claims and also rework defective parts in order to uphold production, if necessary. Supplier shall be informed beforehand if this is the case. This shall in no way affect any other legal claims Tristone may have.

13. Liability:

1. To the extent that Supplier is responsible for damage to products, it shall hold Tristone harmless on first demand for any related claims for damages made by third parties, provided that the underlying reason is attributable to its domain and organizational sphere and that it is solely externally liable.

2. In this context, Supplier shall also reimburse any expenditure incurred by us for or in connection with a call-back initiated by Approved by SDM

Tristone. Contents and scope of a necessary recall will be communicated to Supplier if possible and reasonable and it will be granted the opportunity to comment on the matter. This shall in no way affect any other statutory claims Tristone may have.

3. Supplier shall operate a product liability insurance with a blanket limit of indemnity of 20 million EUR per incident (death, injury, damage to property). Any additional claims for damages Tristone may have shall remain unaffected. Upon request, Supplier shall provide Tristone with a duplicate of its current insurance policy.

14. Drawings, Models, Tools:

Drawings, models, tools and the like remain Tristone property; their use is strictly limited to the execution of our orders. Supplier is entitled to copy drawings, models, etc. or use them for supplies to third parties only if it has obtained Tristone's prior written approval. Copies made for the execution of the order shall be returned to Tristone upon completion of our order and are non-reimbursable. Tools, forms, etc. made at our cost or partly made at our cost shall become our property upon their making. They shall be marked by Supplier as to be clearly identifiable as Tristone property and they must be stored and maintained carefully, and if appropriate replaced to be fully usable at all times. In the case of production difficulties on the part of Supplier, including, but not limited to, extended delay of delivery, Tristone is entitled demand that the tools, forms, etc. (partly) paid by us be placed at our disposal free of charge. Supplier shall at its own cost take out insurance cover for these tools, forms, etc. against the usual risks, including loss and damage, for our benefit on the basis of the replacement cost. Scrapping them shall require Tristone's prior written approval.

In the case of pending, filed or administered insolvency proceedings, Tristone is entitled to demand the surrender of all production means fully or partly paid by us, despite and irrespective of any plea to the contrary on the part of the official liquidator or similar officer.

15. Industrial Property Rights of Third Parties:

Supplier warrants that its delivery to us and the use and/or sale of the items made do not infringe third parties' IPR in Germany or abroad. Supplier shall hold Tristone free from third parties' claims to license fees or damages. In the case of a legal IPR-related dispute, Supplier shall support us and reimburse us the cost incurred. All rights and claims pursuant to Sec. 435 BGB on our part based on a defective title shall continue to exist at all times.

16. Compliance with Safety Regulations:

Devices and units supplied shall comply with the latest safety regulations on operation and function and must be formally accepted by the competent safety compliance body at the time of handing over/commissioning and must be approved for the intended purpose.

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**17. Confidentiality:**

Supplier shall consider our order and any work and documents resulting therefrom as business secrets and treat these confidential. Supplier shall seek Tristone's prior written approval if it wants to refer to the business relationship for marketing purposes.

18. Data Protection:

Tristone is entitled to process all data relating to Supplier for our own purposes, in line with and according to the rules of the German Data Protection Act.

19. Place of Performance. Venue. Applicable Law:

Sole place of performance for deliveries and payment is the place of destination specified in the order. The venue for all disputes arising out of our orders is Koblenz/Rhein, Germany. At our option, Tristone may sue the defendant also at its place of business. The law applicable shall be the substantive law of Germany, under the exclusion of the Vienna Convention (CISG).

20. Severability Clause:

The legal invalidity, impracticability or modification of one or more provisions of these Conditions in no way affects the validity of the remaining provisions. The contracting parties shall forthwith replace the ineffective or impracticable provision by an

effective and practicable provision that is nearest to the economic purpose of the provision replaced. The same shall apply *mutatis mutandis* if a gap becomes apparent in a provision contained herein.

21. Code of Conduct:

Tristone is committed to working with suppliers who adhere to our quality requirements and business principles. We will strive to support positive changes as regards quality, the environment and the work environment.

All our suppliers should comply with this Tristone Supplier Code of Conduct.

We will insist that suppliers follow all legal requirements and work actively to reduce negative environmental and health impacts from processes, services and products. We will encourage suppliers to implement certifiable quality and environmental management systems.

We will support and continuously monitor the performance of our suppliers.

If a supplier is found not to be adhering to an agreed specification, we will consider appropriate actions, including demands for corrective measures, or termination of the relationship.



Changes History

Date	Change Description	Issued by
22.11.2011	Procedure creation	M.Placek
08.06.2012	Tristone Code of Conduct added	M.Placek

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