

Terms and Conditions of Purchase (Issued: 02/2011)

The following general terms and conditions of purchase are an integral part of the contract and shall be deemed an agreed content of the contract for future orders as well, without express repeat reference hereto being necessary. They can only be amended by a written agreement. Contradictory or deviating terms and conditions of Supplier are hereby expressly challenged. Supplier's terms and conditions of business shall only apply if they have been acknowledged by us in writing. Implementation of the order shall be deemed acknowledgment of our terms and conditions.

I. Order

1. Delivery contracts (order and acceptance) and delivery calls as well as their amendments and supplements shall require written form. Delivery calls can also be made by remote data transmission.
2. If Supplier does not accept the order within 3 weeks of receipt, Hymer LMB shall be entitled to revocation. Delivery calls shall become binding if Supplier does not challenge them within 2 weeks of receipt at the latest.
3. Within the framework of what can reasonably be expected of Supplier, Hymer LMB can demand amendments of the construction and finish of the object of delivery. In this context, the effects, in particular with a view to the additional or reduced costs as well as the delivery dates, shall be regulated suitably by mutual agreement.

II. Prices

If not agreed to the contrary, the agreed prices shall be fixed prices to be understood "free" Hymer LMB factory or the dispatch address stated by us, inclusive of costs of packaging, cartage and warehouse charges. If Supplier reduces its prices by the time of delivery, Hymer LMB shall participate in such reduction. Packaging customary in the trade shall not be sent back.

III. Delivery

Dispatch shall be at Supplier's risk. Agreements made - in particular concerning the finish and delivery dates - shall be complied with precisely. If not agreed to the contrary, the delivery period shall run from the date of the order. Additional costs on account of urgency for which Supplier is answerable or on account of failure to comply with a dispatch directive shall be charged to Supplier. Receipt shall be decisive for compliance with the delivery date. Additional or short delivery compared with the order shall not be permitted. Additional deliveries which have not been agreed shall entitle us to a corresponding amendment of the invoices and storage or return at Supplier's expense. Notifications of dispatch and delivery notes with a precise statement of the contents shall be submitted in triplicate, 2 copies being enclosed with the consignment. Invoices shall be provided in triplicate. If Supplier fails to comply with the agreed delivery date, we can demand arrears compensation to the amount of 2% of the net order sum per calendar week, albeit no more than 10% of the order sum. The right to claim further-reaching damages (loss of production, order cancellations, claims to reimbursement from customers etc.) shall remain reserved. Hymer LMB shall be obliged to declare the reservation of a contract penalty no later than payment of the invoice following the delayed delivery.

IV. Test certificates

If requested in the order, test certificates must be enclosed with the invoices in duplicate and with the goods singly; they are to be signed by the head of the testing service authorised for monitoring of production and its acceptance.

V. Payment terms

1. Payment shall be at our choice less 4% discount within 30 days, in each case in the decade following the payment period. In the event of an advance payment to the amount of € 5,000.00 or more to be made by Hymer LMB, a collateral in the form of a bank guaranty free of charge for Hymer LMB shall be provided by Supplier. In the event of acceptance of premature deliveries, maturity shall be based on the agreed delivery dates.
2. Payment shall be by transfer or cheque.
3. If delivery is defective, Hymer LMB shall be entitled to retain payment in accordance with the value until proper performance.
4. Without prior consent from Hymer LMB, which may not be rejected unfairly, Supplier shall not be entitled to assign its claim against it or have it collected by third parties. If extended retention of title exists, the consent shall be deemed granted. If Supplier assigns its claim against Hymer LMB to a third party without consent in breach of sentence 1, the assignment shall nevertheless be effective. However, Hymer LMB can at its choice pay to Supplier or the third party with a discharging effect.

VI. Notification of defects

Hymer LMB shall notify Supplier of defects in the delivery in writing without delay as soon as they have been established under the circumstances of a proper sequence of business. To this extent, Supplier waives the defence of a delayed notification of defects.

VII. Quality and documentation

1. For its delivery, Supplier shall comply with the acknowledged rules of engineering, the safety directives and the agreed technical data. Amendments of the object of delivery shall require prior written consent from Hymer LMB. For the examination of first samples, reference is made to the VDA publication "Securing of Quality of Deliveries - Selection of Suppliers/Production Process - and Product Release/Quality Performance in Series", Frankfurt am Main, 1998. Independent of this, Supplier shall permanently examine the quality of the objects of delivery. The contracting parties shall inform one another of the possibility of quality improvement.
2. If the nature and scope of the examinations as well as the examination equipment and methods have not been firmly agreed between Supplier and Hymer LMB, the latter shall be willing by request of Supplier to discuss the examinations with it within the framework of its knowledge, experience and possibilities, in order to determine the state of examination art at the time in question. Over and above this, Hymer LMB shall inform Supplier about the relevant safety directives if so requested.
3. For the vehicle parts specifically marked, for example, with "D" in the technical documents or by specific agreement, Supplier shall additionally state on specific records when, how and by whom the objects of delivery have been examined with a view to the features subject to documentation and the results which the required quality tests have shown. The examination documents shall be archived for 10 years and be presented to Hymer LMB if required. Supplier shall obligate downstream suppliers to the same extent within the framework of the statutory possibilities. As instructions, reference is made to the VDA publication "Rendering of Proof - Guideline for the Documentation and Archiving of Quality Requirements", Frankfurt am Main, 1998.
4. To the extent that authorities competent for product safety demand insight into the sequence of production and the examination documents of Hymer LMB for a subsequent examination of certain requirements, Supplier declares its willingness to grant them the same rights in its company and to give them any reasonable support upon request by Hymer LMB.

VIII. Liability for defects

1. If defective goods are supplied, Hymer LMB can demand the following if the statutory and following prerequisites have been fulfilled and nothing to the contrary has been agreed:

a) Before the start of production (processing or installation), Hymer LMB shall firstly grant Supplier the opportunity of sorting out and remedying the defect or subsequent (replacement) delivery, unless this cannot be reasonably expected of Hymer LMB. If Supplier cannot perform this or fails to comply with it without delay, Hymer LMB can to this extent withdraw from the contract without setting a further period and return the goods at Supplier's risk. If the same goods are repeatedly delivered with defects, Hymer LMB shall be entitled to withdrawal if a delivery is again defective following a written caution, also for the scope of delivery not yet fulfilled.

b) If the defect is only established after the start of production, despite compliance with the obligation pursuant to Section VI (Notification of defects), Hymer LMB can

- demand subsequent performance and reimbursement of the transport costs necessary for the purpose of subsequent performance (without towing costs) as well as dismantling and installation costs (working costs; material costs to the extent agreed) pursuant to § 439, sub-section 1, 3 and 4, German Civil Code, or
- reduce the purchase price.

c) In the event of a culpable breach of duties exceeding the supply of defective goods (e.g. in the event of an obligation to information, consultancy or examination), Hymer LMB can demand indemnification for the subsequent damage resulting from the defect as well as the subsequent damage resulting from the defect reimbursed by Hymer LMB to its customer pursuant to the provisions of Section IX.

Subsequent damage resulting from the defect shall be the damage which Hymer LMB has suffered itself to objects other than the goods themselves due to the delivery of defective goods.

Hymer LMB shall only have further-reaching claims to reimbursement of expenditure and indemnification on account of the delivery of defective goods from § 437, German Civil Code, or directly from the directives stated there if this has been contractually agreed.

2. At Supplier's request and expense, the parts to be replaced by it shall be made available to it by Hymer LMB without delay.

3. Claims from liability from defects shall be barred by limitation with the expiry of 24 months after delivery to Hymer LMB.

4. Claims from defects shall not exist if the defect is to be put down to a breach of operating, maintenance or installation instructions, unsuitable or improper use, defective or negligent treatment and natural wear and tear as well as interventions in the object of delivery by Hymer LMB or third parties.

5. In the event of defective deliveries, Hymer LMB's claims from the Product Liability Act, tort and management without commission shall remain unaffected by the present Section VIII., sub-sections 1-4. Guarantees of properties and service life must expressly be designated as such in detail in writing.

IX. Liability

To the extent that no other liability regulation has been made elsewhere in the present terms and conditions, Supplier shall only be obliged to indemnify the damage which Hymer LMB has incurred directly or indirectly as a result of a defective delivery, on account of a breach of official safety directives or for any other legal reasons to be ascribed to Supplier.

1. The duty to indemnification of damage shall only exist as a matter of principle if Supplier bears culpability for the damage caused by it.

2. If a claim is made against Hymer LMB on account of liability independent of culpability on account of rights which cannot be dispensed with towards third parties, Supplier shall only vouch towards Hymer LMB to the extent that it would also be directly liable. The principles of § 254, German Civil Code, shall be applicable accordingly to the compensation of damage between Hymer LMB and Supplier. This shall also apply in the event of a claim being made directly against Supplier.

3. The duty to reimbursement shall be ruled out to the extent that Hymer LMB for its part has effectively limited its liability towards its customer. In this context, Hymer LMB shall endeavour also to agree limitations of liability in Supplier's favour to the legally admissible scope.

4. Claims by Hymer LMB shall be ruled out to the extent that the damage is to be put down to breaches of operating, maintenance and installation directives or unsuitable or improper use to be ascribed to Hymer LMB.

5. Supplier shall be liable for measures by Hymer LMB for aversion of damage (e.g. recall actions) to the extent legally obliged.

6. Hymer LMB shall inform and consult Supplier without delay and extensively if it wishes to make a claim against it according to the above regulations. It shall give Supplier the opportunity of examining the damage incident. The contracting parties shall come to an agreement on the measures to be taken, in particular in composition negotiations.

X. Subcontracting

Further subcontracting shall only be admissible following written consent from Hymer.

XI. Retention of title

To the extent that Hymer LMB provides Supplier with parts, Hymer LMB shall reserve title thereto. Processing by Supplier shall be done on Hymer LMB's behalf. If the conditional commodities of Hymer LMB are processed with other objects not owned by Hymer LMB, the latter shall acquire co-ownership of the new object in the ratio of the value of its parts to that of the other processed objects at the time of processing.

XII. Assignment, offset

An assignment of Supplier's claims against us shall only be admissible with our prior, written consent. If an assignment is done without our consent, we shall be entitled to withdraw from the contract. The same shall apply if insolvency proceedings are initiated against Supplier.

XIII. Diagrams, samples, tools

Diagrams, samples, models, tools etc. shall remain property of Hymer LMB and may only be used for the performance of orders from Hymer LMB. Supplier shall only be entitled to reproduce diagrams, samples etc. or to use them for deliveries to third parties if written consent from Hymer LMB has been obtained. Copies produced for the performance of the order shall be returned to Hymer LMB following the completion of the order without a claim to reimbursement. Tools, moulds and similar partly or totally produced at Hymer LMB's expense shall pass into Hymer LMB's ownership upon production. They shall be marked by Supplier in such a way that they are recognisable as property of Hymer LMB and shall be kept, maintained or renewed carefully, with the result that they can be used at any time. If Supplier has difficulties in production, in particular in the event of lasting arrears in delivery, Hymer LMB shall be entitled to demand provision of the tools, moulds and similar partly or totally paid for by Hymer LMB free of charge.

Supplier shall insure said tools, moulds and similar against the customary risks, in particular destruction or damage, in favour of Hymer LMB at its own expense on the basis of the re-procurement value possibly due.

XIV. Third-party protective rights

Supplier shall be liable for the fact that no patents or other protective rights of third parties at home and abroad are impinged by its deliveries to Hymer LMB and by use and/or resale by Hymer LMB of the objects produced. Supplier shall hold Hymer LMB harmless against third parties' claims to licence fees or damages. In the event of litigation with third parties concerning protective rights, Supplier shall support Hymer LMB and hold us harmless against costs.

XV. Compliance with safety directives

In supply of devices and machinery, they shall fulfil the latest version of the safety directives for their operation and function and must have been inspected by the safety supervisory office responsible for this and have been permitted for the intended purpose of use upon hand-over or acceptance for use.

XVI. Transport insurance

In delivery "free" works or sales office of Hymer LMB, Supplier shall conclude the transport insurance for us free of charge.

XVII. Confidentiality

1. The contracting parties engage to treat all commercial and technical details which are not publicly known and become known to them as a result of the business relationships as business secrets.
2. Diagrams, models, templates, samples and similar objects must not be provided or otherwise be made accessible to third parties. Reproduction of such objects shall only be admissible within the framework of operational necessities and copyright directives.
3. Sub-suppliers shall be obligated accordingly.
4. The contracting parties may only advertise with their business relationship following prior written consent.

XVIII. Data protection

Hymer LMB shall be entitled to process all data concerning Supplier for its own purposes, complying with the directives of the Federal Data Protection Act.

XIX. Place of performance, place of jurisdiction and valid law

The place of performance shall be Wangen im Allgäu.

The place of jurisdiction for all disputes arising from or in connection with the contracts shall be Ravensburg Regional Court. However, Hymer LMB as claimant shall also be entitled at its choice to initiate proceedings at the court competent for Supplier's registered office.

The business relationship shall exclusively be governed by the law of the Federal Republic of Germany to the extent that nothing to the contrary has been agreed. The application of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods has been ruled out.

XX. Separability clause

Even in the event of legal ineffectivity or amendment of individual points of its terms and conditions, the contract shall remain binding. The contracting parties shall replace ineffective regulations without delay by a new regulation coming closest to the commercial intention of the ineffective regulation.

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