

Our deliveries, services and offers and all of our business transactions are based exclusively on the following conditions. Any deviating conditions and purchasing conditions are herewith explicitly objected to. In addition, any counter-confirmations of the purchaser with reference to its terms of business or purchasing conditions are herewith explicitly objected to as well.

### 1. Offer/prices

Our offers are not binding as a rule. All deliveries are ex works Bad Dürkheim. Delivery is effected at the prices effective on the day of delivery. Any events of force majeure or similar events shall release us from our duty to deliver.

### 2. Delivery

All deliveries are effected at the cost and risk of the purchaser, even if delivery freight prepaid has been agreed. Partial deliveries or services can be refused by the purchaser only if the purchaser has a justified interest in the refusal. When it is not possible to deliver an order completely, any items not available will be placed on back order. The recipient is obliged to check the shipment upon delivery by parcel service, forwarder, railway, express service and in the event of collection for its completeness in compliance with freight documents, delivery note, etc. Any deficits are to be noted on the freight documents and notified to UNI WHEELS Leichtmetallräder (Germany) GmbH immediately in writing. When the delivery quantity shown in the freight documents (number of cartons) is accepted as received completely with the recipient's signature, later deficit claims against UNI WHEELS Leichtmetallräder (Germany) GmbH or the forwarder are excluded. The orderer assumes the mandatory registration for all packages which are sent to the end customer and accordingly marks the packaging materials with the respective waste management company's symbol. The orderer unreservedly meets all costs incurred for this.

### 3. Delivery periods

Agreed delivery periods and deadlines are not binding as a rule. We are only liable for compliance with a delivery period if and to the extent that we have assumed such a liability explicitly. We assume no liability for late delivery on the part of the forwarder or the carrier. Late acceptance and/or non-acceptance of goods by the purchaser, irrespective of the reason beyond our control, gives us the right to send the goods not accepted to the purchaser at the cost and risk of the purchaser or, at our discretion, to store and invoice them as delivered, including all costs and ancillary expenses incurred.

### 4. Transportation damage

The recipient is obliged to inspect the shipment upon acceptance for apparent defects in the packaging. Where any external damage to the packaging carton is identified, the content is to be checked immediately. The recipient has to note any type of damage to the packaging or the content on the freight bill or the delivery note in any case.

The note „acceptance subject to later inspection“ is not sufficient in the event of damage in line with transportation conditions. A notice of complaint regarding transportation damage must be accompanied by a copy of the freight bill/delivery note with a relevant note. The notification period for transportation damage is five working days. After the expiration of this period, any complaint regarding transportation damage is no longer accepted as a rule. This also applies to wheels that have already been fitted and/or used.

### 5. Returns

Any returns are to be notified in writing in advance by stating in detail the reason of complaint, before the goods are returned. We will initiate collection by parcel service or forwarder. With respect to returns that are sent to us without prior notice, we reserve the right to refuse acceptance. In addition, we only bear the costs that would have been incurred if we had initiated the return collection.

When new goods are taken back by goodwill, we charge warehousing and handling costs of 20% of the net goods value. Any freight costs incurred are charged to the party initiating the return. We cannot take back any wheels that have been fitted and/or driven.

### 6. Complaints/returns

Notices of complaint regarding wheels with apparent fabrication defects can be made as long as they are in the original carton and have not yet been fitted or driven. The purchaser's warranty claims are statute-barred pursuant to the statutory provisions, except for the extended warranty claim pursuant to No. 7a) of these general terms and conditions. With respect to justified complaints, we reserve the right, at our discretion, to make a substitute delivery, to offer rework or to issue a credit note. We do not accept any further liability or possible claims for reimbursement of consequential damage, transportation/labour cost or fitting costs. A notice of complaint does not create the right of reduction or retention of outstanding invoice amounts. In the event that accessories, multipacks, bolts, etc. are missing in the return shipment/complaint, a corresponding amount based on the then applicable price list will be deducted from the credit note. In the event of particular stress, such as at sports events or when fitted on a vehicle that is not released in the expert opinion/ ABE (general operating licence), any warranty is forfeited. This shall also apply if modifications of any type have been made to the goods delivered by us.

### 7. Warranty claims

a) For light alloy wheels with a production date from 01.09.2008 with the lacquering sterling-silver, polar-silver, diamond-silver, metallic-silver, royal-silver, racing-black, racing-grey, graphite, graphite-matt, titanium and rallye-white UNI WHEELS Leichtmetallräder (Germany) GmbH grants an extended warranty of 5 years. Polished, full chrome, anodized and multisectional wheels are excluded from this extended warranty. Otherwise, the statutory warranty regulations shall apply.

b) Claims of a contracting partner based on a breach of warranty can only be taken into account if UNI WHEELS Leichtmetallräder (Germany) GmbH has confirmed

a warranty of quality or durability explicitly in writing to the contractual partner and has designated the respective warranty as such. The written confirmation can be replaced by submission of written warranty conditions formulated in advance.

c) Subject to the relevant detailed promises of warranty and/or warranty conditions, the contracting partner may only claim damages relating to a breach of warranty to the extent that the contracting partner was to be assured by the warranty particularly against damage of the type occurred.

### 8. Warranty conditions

a) For correct assignment of a light alloy wheel to the car, the type designation and the ABE/EEC number have to comply with the certificate of the TÜV (the German technical surveillance agency). In particular, the requirements and instructions provided in the ABE or the TÜV certificate are to be observed mandatorily. Non-compliance and non-observance result in an exclusion of the warranty.

b) Before mounting the light alloy wheels, thoroughly clean the vehicle mounting points (hub, stud, contact surface) from rust and dirt. Moreover, check that no impurities on the vehicle's wheel contact surface (e. g. braking disc retaining screws, retaining rings, etc.) prevent the alloy wheel from abutting evenly. The use of friction reductants on the wheel contact surface is not permitted. The bolt circle holes must not be damaged when sliding on the wheel. Only the fixtures defined by the TÜV for the car may be used. The light alloy wheels must be fixed using a torque wrench. When using impact wrenches it is important to note that the bolts may be tightened up to 3/4 of the defined value; thereafter they must be tightened using a torque wrench. The wheel bolts must be retightened after the first 50 to 100 kilometres. Improper fitting and treatment result in an exclusion of the warranty.

c) The light alloy wheels are to be cleaned at regular intervals, in particular road salt and brake rubbings are to be removed. They are to be cleaned at intervals of about 2 weeks. No aggressive cleaning agents may be used (e.g. cleaning agents containing bases/acids/alcohol or acetone-based cleaning agents). In the event of a failure to clean, the light alloy wheels may be damaged. No cleaning or improper cleaning of the wheels results in an exclusion of the warranty.

d) Minor damage, caused by road chippings, stone chips or similar, must be repaired immediately with clear lacquer. When not repaired immediately, corrosion starts to develop under the surface. Damage due to faulty repair is excluded from the warranty.

e) The warranty is excluded if complaints are made regarding damaged light alloy wheels due to defects in lacquer or wheel unbalances that result from an accident, hitting the curb, driving over stationary objects or similar. If the wheels are painted by a third party (complete re-painting or new painting), the warranty lapses immediately.

### 9. Payment

Deliveries to purchasers not known to us are made against cash on delivery or advance payment. The invoice amount is payable net following 14 days from the invoice date, unless other payment terms have been agreed explicitly. No discount is granted for an acceptance. Discounting charges are to be borne by the purchaser. If cheques, bills of exchange or other payments are not honoured, all claims under the business relationship (including claims not yet due) become due and payable immediately. In these cases we only deliver against cash on delivery or advance payment in the period thereafter. Bills of exchange and cheques are accepted only on account of performance. The acceptance does not constitute a deferral of the main claim. If several services are purchased from UNI WHEELS Leichtmetallräder (Germany) GmbH and several purchase prices are to be paid, instalments are always offset in the order of the outstanding purchase price payments, irrespective of how they are designated by the purchaser.

### 10. Reservation of title

We retain the title in the goods delivered by us until the full payment of the purchase price and fulfilment of all claims under the business relationship against the purchaser. If reserved goods are combined or mixed with goods that are not our property, we acquire the joint ownership in the new object in proportion of the invoice value of the reserved goods to the total value of the new object. The purchaser is entitled to sell and further process the reserved goods in the normal course of business. The purchaser herewith assigns to us now all claims, including ancillary rights, from the utilisation of reserved goods. If reserved goods are processed, mixed or commingled with other objects that are not our property, the assignment only covers such portion of revenue which is equivalent to the portion of our joint ownership in the reserved goods. If the purchaser sells the claim in the context of real factoring, the purchaser shall assign the substitute claim against the factor to us. The purchaser is only entitled to collect the assigned claim in the normal course of business. At our request, the purchaser is obliged to notify the third-party buyer of the assignment and to provide the information and documents necessary for bringing forward our claims. Should the value of securities vested in us exceed our claims by more than 20% in total, we undertake to release the securities exceeding the relevant value at our option at the request of the purchaser or a third party impaired due to excess security on our part. The purchaser stores the reserved goods at no cost to us and has to insure them against fire and theft, etc. to the usual extent. The purchaser assigns to us its reimbursement claims from damage of the aforementioned type in the amount of the invoice value. Pledging or assigning by way of security regarding the reserved goods or claims assigned is not permitted. We are to be notified immediately and comprehensively of any access to the reserved goods or claims assigned by indicating the pledgee. The purchaser shall bear the cost of any interventions. The power of the purchaser to dispose of the reserved goods and to collect the assigned claims shall lapse in the event of non-compliance with payment terms and of a bill or

cheque protest. In this case we are entitled to take possession of the reserved goods or to collect the claims assigned ourselves. Any resulting costs shall be borne by the purchaser.

A significant deterioration of the purchaser's financial situation gives us the right to rescind all current contracts. If we take the delivered object back due to the reservation of title, this shall only constitute rescission of the contract if this is expressly declared.

### 11. Liability

We are liable exclusively pursuant to these conditions. All claims not being expressly acknowledged in these conditions, in particular claims for damages of whatsoever type and for whatsoever legal cause, especially based on impossibility to perform, default, violation of contractual ancillary duties (including consultancy and provision of information), culpa in contrahendo, unlawful acts - including insofar as such claims are related to claims of defects of the purchaser - are excluded. This principle does not apply if we or our vicarious agents are responsible for intent or gross negligence, or if a violation of life, limb or health has occurred, or if stricter liability on our part results from the content of the contract in exceptional cases, in particular from the assumption of a warranty or malicious silence regarding a defect. This limitation of liability does not affect any claims based on the Product Liability Act, violation of cardinal contractual duties or breach of duties that are essential to the contract in any other way. In case of violation of cardinal contractual duties liability is limited to compensation for typical, foreseeable damages.

All claims made against us, irrespective of the legal cause, shall be statute-barred after a year, unless we are responsible for intent or malicious conduct. In such cases the provisions of law regarding limitation periods shall apply.

### 12. Data privacy

UNI WHEELS Leichtmetallräder (Germany) GmbH processes the personal data gathered for the purposes of order processing exclusively in accordance with valid legal requirements, in particular in accordance with the German federal privacy law. In addition, UNI WHEELS Leichtmetallräder (Germany) GmbH also uses the data for further customer services and for its own advertising purposes.

Should a customer not want his or her data to be used for advertising purposes, he or she has the opportunity to object to this in writing (UNI WHEELS Leichtmetallräder (Germany) GmbH, Gustav-Kirchhoff-Str. 10-18, 67098 Bad Dürkheim, Germany).

### 13. Place of jurisdiction

The place of jurisdiction for all obligations under delivery and performance, bill and cheque protest shall be Mannheim for both parties, alternatively the registered seat of our company, to the extent that the parties are merchants, legal entities in public law or public special funds. German law shall apply as is applicable to German domestic parties. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded explicitly.

### 14. Final provisions

The purchaser has a right of setoff only if its counter-claims are legally enforceable or have been acknowledged by us. The purchaser has a right of retention only if its claim is legally enforceable or has been acknowledged by us. Any changes in and supplements to these conditions must be made in writing. This shall also apply to a waiver of the written form requirement.

If individual provisions of these conditions are or become invalid, the validity of the remaining provisions or the relevant contract shall not be affected.

**The vendor is entitled, in compliance with the German Federal Data Protection Act, to process any data regarding the customer in respect of this business relationship or obtained in connection with it.**

**Place of jurisdiction is Mannheim/Germany, alternatively the registered seat of our company, to the extent the purchaser is a merchant, legal entity or a public special fund. German law shall apply as applicable between German domestic parties under express exclusion of the applicability of the CISG.**

**The English version of the warranty conditions is a translation from the German. We give no warranty for the correctness and completeness of the translation. The parties agree that only the German version of the warranty conditions shall be applicable and binding in the event of a dispute or ambiguities.**

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