

1. Quotes and Deliveries

Quotes are subject to change.

An order is only deemed to be concluded after having been clarified with respect to both technical and commercial aspects, and after written confirmation by us. Changes, amendments and oral agreements need written form in order to be valid. Statements such as dimensions and weights given in our printed matter are not binding unless otherwise stated. Any changes to technical data and designs, which serve technical progress, are reserved.

Statements in catalogues and lists do not constitute a guarantee of characteristics.

2. Prices

Our prices are ex works exclusive of packaging, freight, and legal VAT. Payments shall be made without any deductions and free of transaction charges to the seller's designated account(s) within 30 days from the invoice date.

Provided that the customer has no accounts open, we grant a 2 per cent deduction in case of payment within 10 days from the invoice date.

Invoices for deliveries abroad are subject to special arrangement. Cheques are considered as valid payment only after encashment. If the agreed payment term is exceeded, interest has to be paid, without a reminder being required, according to the rates valid at the time for short-term bank loans, and irrespective of further claims.

3. Retention of Title

The goods remain our property until the date of complete and final payment of the purchase price and all collateral charges as well as any possible open account balances.

4. Transfer of Risk

Risk is transferred to the customer at the time of our dispatching the goods from our site. This provision also applies if 'carriage paid' was arranged in exceptional cases.

Should delivery be delayed by causes for which we cannot be held responsible, the risk shall be transferred to the customer at the date of readiness for delivery.

5. Delivery Period

The delivery period begins with the date of the order confirmation.

The delivery periods shall be extended by the duration of an unforeseeable impediment to performance, irrespective of the fact whether the impediment occurred with us or with our suppliers, for which we cannot be held responsible, in particular force majeure, official measures, and similar delays through no fault of our

own. We are not liable for such impediments even if these impediments occur during an existing delay. Changes requested belatedly by the customer will cause a suspension of the delivery period. The Delivery will recommence after clarification of said changes.

6. Warranty

In order to preserve his warranty rights, the customer shall notify to the supplier in written form any defects within one week of the delivery of the goods. Non-obvious defects shall be notified in the same way within one week from being discovered.

Return deliveries will not be accepted without prior arrangement. Costs thereof shall be borne by the customer.

Should, within 6 months from the transfer of risk and in the course of 8-hour operation, any parts prove to be unusable or significantly impaired in respect of their useability by defects for which proof can be furnished that these defects occurred due to circumstances taking place before the transfer of risk, particularly due to faulty material or poor construction, then we shall, at our choice, rectify or replace such parts without charge. Precondition to this provision is the customer's fulfilment of his obligations out of the contract. The customer shall notify us immediately of such defects. Repairs will be carried out exclusively in our factory. We are not liable for any delivered parts which show damage or premature attrition due to their material composition, the type of their being utilised, natural wear and tear, faulty or negligent treatment, excessive stress, improper equipment, electrotechnical or electrical impacts, or climatic/natural influences. The results of our engine test bench are decisive for the running characteristics of the gearboxes. We are not liable for disturbances caused by the mounting conditions or by improper maintenance.

Our liability expires in case of re-working, changes or maintenance works executed without our prior consent. Further claims of any kind and on whatever legal grounds on the part of the customer are excluded. Should the repair or replacement delivery fail or be impossible, or should the supplier let the grace period expire without results, then the customer is entitled to withdraw from the contract. Any further liability on the part of the supplier, particularly for indemnities, on whatever legal grounds, is excluded, unless the damage was caused by intention or gross negligence on the part of the supplier or his executive staff. In the latter case, our obligation to provide compensation is limited to contractually typical foreseeable damage.

7. Other Provisions

The supplier is liable for deliveries from external suppliers only to the extend of the warranty covered by the external suppliers.

The supplier's warranty applies only towards the customer. In case of resale, the supplier is not liable towards third parties.

The delivery and payment conditions supplied together with our order confirmation apply exclusively. They shall always override the customer's contradicting purchasing conditions.

Any potential invalidity of individual provisions of these delivery and payment conditions shall not impair the validity of the remaining provisions.

8. Place of Performance and Place of Jurisdiction

Munich is the place of performance. The contractual relationship shall be governed by German law exclusively.

Munich is the place of jurisdiction for all legal disputes arising directly or indirectly out of the contractual relationship – including commercial bill or cheque claims.

Munich, 2009

Heytraction GmbH Driving Technology und Service