

**1. General, Scope of Application**

1.1 The following terms and conditions, in their respective current version ("Terms") set forth the general principles governing YAZAKI Europe Limited Cologne Branch (Erfstraße 15-17, 50672 Cologne, Germany) and its affiliated companies' (in Europa, Turkey, Russia, North Africa and the UK, in each case "YAZAKI") sourcing of goods and services (in each case "Supplies") from suppliers, service providers and business partners (in each case a "Contracting Party").

1.2 YAZAKI's Terms apply exclusively. YAZAKI does not acknowledge terms and conditions of the Contracting Party that conflict with YAZAKI's Terms or with legal provisions, unless YAZAKI has expressly agreed to their validity in writing. The foregoing shall also apply if YAZAKI has not expressly objected or if YAZAKI accepts the Supplies without reservation while being aware of the Contracting Party's general terms and conditions.

1.3 Legally relevant declarations and notifications to be made to YAZAKI by the Contracting Party shall be made in writing in order to be effective.

1.4 These Terms shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates.

**2. Order and Order Acknowledgment, Conclusion of Contract**

The Contracting Party is required to acknowledge YAZAKI's order in writing within a period of two working days. Timely acceptance is determined by YAZAKI's receipt of the order acknowledgment. If the order acknowledgment is late, it is deemed to be a new offer and must be accepted by YAZAKI.

**3. Prices and Payment Terms, Invoice Information**

3.1 The price stated in an order is binding. All prices shall be deemed to be inclusive of statutory value-added tax, if this tax is not itemised separately.

3.2 Unless agreed otherwise on a case-by-case basis, the price includes all services and additional services by the Contracting Party as well as all additional expenses. The Contracting Party is obliged to take back packaging at YAZAKI's request.

3.3 Each invoice of the Contracting Party must meet the requirements of the country (and state/province, if applicable) of the YAZAKI entity issuing the respective order ("YAZAKI's location"), in particular the separate itemisation of statutory value-added tax. Failing that, input tax deduction from the invoice amount is not possible. In these cases, YAZAKI shall not be considered to be in arrears.

3.4 Unless otherwise agreed on a case-by-case basis, the agreed price is due for payment within 60 calendar days of complete delivery and performance (including acceptance, if agreed) and receipt of a proper invoice.

3.5 YAZAKI reserves all statutory rights to set off and retain payment and to assert claims for breach of contract. The Contracting Party shall only have a set-off and retention right on the basis of legally established or undisputed counterclaims.

3.6 Payments do not constitute acknowledgement that Supplies by the Contracting Party are in conformity with the respective contract.

**4. Delivery Time**

The delivery time specified in the order is binding. Premature deliveries are not permissible.

**5. Delivery, Transfer of Risk, Default of Acceptance**

5.1 Without YAZAKI's prior written consent, the Contracting Party may not engage third parties (e.g. subcontractors) to fulfil any of its obligations towards Yazaki.

5.2 The Contracting Party will (i) properly pack, mark and ship goods in accordance with the instructions of YAZAKI and any applicable laws and regulations, including, in particular, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials (e.g. EU Packaging Directive (94/62/EC); REACH Regulation (1907/2006/EC); CLP Regulation (1272/2008/EC); RoHS Directive 2011/65/EU); and (ii) include on bills of lading or other shipping documents the correct classification of the goods.

5.3 Unless otherwise agreed in writing, the delivery is to be made "free carrier" (FCA, Incoterms 2020) to the location specified in the order, cleared for export. If delivery is agreed "free domicile" (DDP, Incoterms 2020), the delivery is to be made to the location specified in the order including import duties and taxes. The respective destination is also the place of performance.

5.4 The risk of accidental loss and accidental deterioration of the Supplies passes to YAZAKI when delivered to the stipulated place of performance. If acceptance of the Supplies has been agreed, such acceptance shall be authoritative with regard to transfer of risk. In all other respects as well, the statutory provisions concerning contracts for work and services shall apply to the process of acceptance.

**6. Inspection for Defects, Liability for Defects**

6.1 YAZAKI's rights in the event of defects and defects in title of the ordered items (including incorrect and short delivery as well as improper assembly and defective assembly) and in the event of other breaches of duty by the Contracting Party shall be subject to statutory provisions in this regard unless otherwise specified below.

6.2 YAZAKI shall be entitled to claims for defects without limitation if YAZAKI did not become aware of the defect upon conclusion of the contract due to gross negligence.

6.3 YAZAKI's obligation to inspect incoming goods is limited to defects that are revealed during YAZAKI's incoming goods inspection in reliance on external examination, including the delivery documents, and by way of a random sampling procedure during quality control (e.g. transport damage, delivery of the wrong products and short deliveries). If acceptance has been agreed, there is no inspection obligation. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. YAZAKI's obligation to report defects that are subsequently discovered remains unaffected. In all cases, YAZAKI's complaint (notification of defects) shall be deemed to be without delay and timely if received by the Contracting Party within five working days, counted from receipt of the Supplies or, for hidden defects, from the time of their discovery.

**7. Product Liability, Indemnity, Liability Insurance**

7.1 The Contracting Party, shall, upon first demand, indemnify Yazaki and hold Yazaki harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage or use of the delivered Supplies. The above indemnification shall not apply if the claim is based on Yazaki's intentional or grossly negligent breach of duties.

7.2 The Contracting Party shall at all times maintain product liability insurance with an adequate minimum insurance amount for personal and property damages.

**8. Assignment, Insolvency of the Contracting Party**

8.1 The Contracting Party is not entitled to assign its claims from the contractual relationship with YAZAKI to third parties. The above does not apply in the case of monetary claims.

8.2 YAZAKI may withdraw from the contract if the Contracting Party suspends its payments or if it files for insolvency proceedings or similar legal proceedings, or if such proceedings are initiated against it, or if such initiation is rejected for lack of assets.

**9. Confidentiality**

The Contracting Party is obliged to treat the content of YAZAKI's business relationship as confidential and not to disclose such content to third parties or otherwise make it accessible, whether directly or indirectly.

**10. Limitation Period**

10.1 The parties' claims are subject to the statutory limitations, unless otherwise set out in these Terms.

10.2 The general statute of limitations for defect claims lasts three years after the transfer of risk. Insofar as acceptance has been agreed, the limitation period commences upon acceptance. The three-year limitation period shall apply accordingly also to claims for defects in title, whereby the statute of limitations for third-party claims in rem for the restitution of property shall remain unaffected. Beyond this, claims for defects in title are unlimited, as long as the third party can assert such claims against YAZAKI, in particular in the absence of a limitation period.

10.3 The statutory limitation periods of the applicable law governing the sale of goods apply, including the above extension – within the scope of the law – for all contractual claims for defects. Insofar as YAZAKI is also entitled to non-contractual claims for damages due to a defect, the normal statutory limitation period applies, unless in a particular case the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period.

**11. Final Provisions**

11.1 If these Terms contain gaps, such gaps shall be filled by such legally valid provisions, which the parties would have agreed in line with the economic purpose of the contract and the purpose of these Terms if they had known about the gap.

11.2 These Terms shall be governed by the laws of the country (and state/province, if applicable) of YAZAKI's location, excluding the Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.

11.3 The exclusive legal venue for all legal disputes arising from the business relationship between YAZAKI and the Contracting Party is YAZAKI's location; however, YAZAKI shall also be entitled to bring action at the general legal venue of the Contracting Party.\* \* \*