

### § 1 General information, scope

- (1) Deliveries, services and offers of MEYLE AG (hereinafter: "MEYLE") to its customers shall be exclusively carried out based on these General Sales Conditions (hereinafter: "GSC").
- (2) These GSC shall apply exclusively. Deviating, contradictory or supplementary General Business Terms and Conditions of the customer will only and insofar become part of the contract if MEYLE has approved these in writing. This approval requirement shall also apply if MEYLE carries out deliveries to the customer without reservation in the knowledge of General Business Terms and Conditions of the customer.
- (3) The GSC shall also be deemed in their respective version as a framework agreement for future contracts concerning the sale and/or the delivery of products to the same customer without MEYLE having to refer hereto once again in each individual case.
- (4) These GSC shall apply exclusively towards customers in their capacity as entrepreneurs pursuant to Section 14 BGB [German Civil Code]. According to these provisions an entrepreneur is a natural person or legal entity or a partnership with legal capacity, which when concluding a legal transaction acts while performing their commercial or self-employed professional activity. Legal entities under public law as well as special funds under public law are deemed equivalent hereto.

### § 2 Conclusion of contract

- (1) Offers of MEYLE are without obligation and non-binding. A binding contract will only be concluded after written confirmation of MEYLE (e-mail is sufficient). Collateral agreements, amendments and addendums shall also require a written confirmation of MEYLE (e-mail is sufficient).
- (2) All documents, such as for example diagrams, drawings, weight or dimension details as well as other technical data, DIN, VDE or other company or industry-wide standards, which belong to the offer, merely serve to mark the object of contract and shall not constitute a guarantee of condition.
- (3) MEYLE explicitly reserves property rights and copyrights to diagrams, drawings, product photos and other documents. A forwarding to third parties shall require the prior written consent of MEYLE. The customer must conclude a separate contract with MEYLE in order to use product photos.
- (4) The right to make changes to construction or form as well as deviations in colour to the contractual products and changes to the scope of delivery shall remain reserved during the delivery time if a possible guarantee of conditions is not affected hereby and the changes or deviations are deemed reasonable for the customer by taking the interests of MEYLE into consideration.

### § 3 Prices and terms of payment

- (1) Prices shall apply ex works. Packaging will be invoiced separately. All prices are deemed net if the statutory value added tax is not disclosed separately.
- (2) The prices are based on the prices of MEYLE valid at the time when the order is placed. MEYLE reserves the right to make corresponding changes until the order confirmation.
- (3) Payments are to be made within 14 days after the invoice date if not otherwise agreed. The customer shall be deemed in default without a reminder. Interest will be charged from the start of default in the amount of 9% above the respective base lending rate.
- (4) A deduction of cash discount shall require the prior written consent of MEYLE.
- (5) The customer agrees with the electronic transmission of invoices.
- (6) The customer shall only have a right to offset or retention against MEYLE owing to counter-claims determined final and binding or undisputed counter-claims.

### § 4 Delivery time

- (1) Binding or non-binding delivery dates and delivery deadlines must be agreed in writing. The start of such delivery deadlines is the respective conclusion of the contract.
- (2) The adherence to the delivery deadlines of the seller further presumes the timely and proper fulfilment of the customer's obligations. MEYLE explicitly reserves the right to the plea of the unfulfilled contract.

(3) Force majeure and other events, which prevent MEYLE from delivering the object of purchase at the agreed date or within the agreed deadline without this being its own fault, shall entitle MEYLE to postpone the delivery or service by the duration of the impediment plus a reasonable start-up time. If such interferences lead to a delay in service of more than four months, the customer can cancel the contract.

## **§ 5 Passing of risk**

(1) If no agreement has been reached to the contrary in writing the delivery is agreed in accordance with INCOTERMS®2020 EXW (“ex warehouse”).

(2) The risk of the accidental loss and the accidental deterioration to the products shall pass to the customer in case of shipment with the hand-over of the products to the commissioned transport company or when the products have left MEYLE’s warehouse for the shipment.

## **§ 6 Reservation of title**

(1) MEYLE reserves the property to the delivered products until the full payment of all claims from the supply contract.

(2) The customer undertakes to treat the delivered products with due care and attention; it is in particular obligated to sufficiently insure these at the value as new at its own costs against the risk of fire, water and theft as long as the property has not yet passed to customer.

(3) As long as the property has not passed yet the customer has to inform MEYLE in writing without delay if the delivered products have been attached or exposed to other interventions of third parties. Insofar as the third party does not reimburse MEYLE the court and out-of-court costs of a legal action pursuant to Section 771 ZPO [German Code of Civil Procedure] at first request, the customer will be liable for the costs incurred to MEYLE.

(4) The customer is entitled to resell the products delivered under reservation of title in the ordinary course of business. The customer hereby now already assigns all claims to MEYLE, to which it shall be entitled against its buyers from such a resale. This shall apply irrespective whether the delivered products have been resold without or after processing. The customer remains authorised to collect these claims also after this assignment. The authorisation of MEYLE to collect the claims itself shall remain unaffected hereby. As long as the customer, however, satisfies its payment obligations as per contract and no application has been filed for the opening of insolvency proceedings, MEYLE will not collect the claims itself. If MEYLE may collect claims in line with the aforementioned terms and conditions, the customer undertakes, at the request of MEYLE, to provide all necessary details for the collection of the assigned claims as well as inform the third party of the assignment.

(5) The processing of the delivered products by the customer shall always be carried out in the name and by order of MEYLE. If the delivered products are processed with other objects not belonging to MEYLE, then MEYLE shall acquire the co-ownership to the new objects in the ratio of the objective value of the delivered products to the processing objects at the time of the processing. The same shall apply for the event of mixing. If the mixing is carried out in the manner that the object of the customer is to be seen as the main object, then it shall be deemed as agreed that the customer assigns pro rata co-ownership to MEYLE. The customer shall keep the thus produced sole ownership or co-ownership in safekeeping for MEYLE.

(6) MEYLE undertakes to release the collateral items to which MEYLE is entitled, at the customer’s request, if their value exceeds the secured claims by more than 20%. The selection of the collateral items to be released shall be the responsibility of MEYLE.

## **§ 7 Warranty**

(1) Insofar as not otherwise determined below the statutory regulations of the warranty law shall apply.

(2) The statute-of-limitations for material defects and defects of title is one year from receipt of the products with newly produced objects. The sale of used objects is carried out under the exclusion of all warranty.

(3) MEYLE has the option between subsequent improvement or substitute delivery with a legitimate claim of the customer for subsequent fulfilment.

(4) The customer shall report a warranty case to MEYLE in text form by using the MEYLE guarantee /warranty application (scan by e-mail is sufficient). The MEYLE guarantee/ warranty application can be found under: [www.meyle.com/fileadmin/user\\_upload/warranty\\_claim.pdf](http://www.meyle.com/fileadmin/user_upload/warranty_claim.pdf)

The customer must report each warranty case directly after receipt by it to MEYLE by an individual case report. The customer must in particular provide MEYLE the following information: Article number, number of units of defective parts, detailed description of problem, possible follow-up costs, installation and dismantling dates, vehicle data as well as the production date, if clear. In order for MEYLE to be able to process a warranty application the customer must submit a copy of all documentary evidence, in particular the purchase receipt as well as proof of incurred follow-up costs. The customer must always keep parts for which a complaint is made available for a possible return. Such shall be carried out by coordination with MEYLE. If MEYLE does not recognise the complaint the customer will bear the shipping costs. If MEYLE recognises the complaint the purchase price will be reimbursed to the customer. MEYLE and the customer shall coordinate whether a substitute delivery or credit note is to be carried out. If the complaint is rejected MEYLE will return the parts to the customer carriage forward or will scrap these at the customer's costs. MEYLE and the customer will coordinate in this respect in writing (e-mail is sufficient). If the customer does not reply to such an enquiry of MEYLE within 10 workdays, MEYLE is entitled to send the parts to the customer carriage forward at its costs.

(5) The customer undertakes to inform MEYLE of an excess delivery no later than within 14 days after receipt of the delivery. The customer and MEYLE shall subsequently agree in an individual case in writing (e-mail is sufficient) whether a return of the excess delivery should be carried out at the costs of MEYLE or a corresponding increase in the purchase price should be carried out. In particular the regulations relating to the reservation of title pursuant to § 6 GSC shall also apply with regard to an excess delivery.

(6) If agreed separately in writing the agreement relating to the complaints processing between the customer and MEYLE shall apply in this respect.

## **§ 8 Guarantee promise and guarantee conditions**

(1) MEYLE assumes a guarantee on its products. The guarantee promise together with guarantee conditions is to be called for the English-speaking regions under:

[https://www.meyle.com/fileadmin/user\\_upload/produkte/HD/Garantiezertifikat\\_en.pdf](https://www.meyle.com/fileadmin/user_upload/produkte/HD/Garantiezertifikat_en.pdf)

(2) The customer undertakes to pass this guarantee together with conditions pursuant to § 8 GSC onto its respective buyers to the end customer. The customer insofar undertakes to support MEYLE with the processing of complaint claims. If agreed separately in writing the agreement relating to the complaints processing between the customer and MEYLE shall apply in this respect.

(3) The customer undertakes to report a guarantee case to MEYLE in text form by using the MEYLE guarantee /warranty application (scan by e-mail is sufficient). The MEYLE guarantee/ warranty application can be found under: [www.meyle.com/fileadmin/user\\_upload/warranty\\_claim.pdf](http://www.meyle.com/fileadmin/user_upload/warranty_claim.pdf)  
Incidentally, § 7, Par. 4, of these GSC shall apply accordingly.

## **§ 9 Liability of MEYLE**

(1) The liability of MEYLE for damages is limited to the foreseeable damages that are typical for the contract.

(2) The aforementioned liability restrictions shall not apply to the liability of MEYLE in case of wilful intent or gross negligence, to guaranteed characteristics, owing to the injury to life, the body or the health or according to the German Product Liability Act.

(3) MEYLE shall not assume any responsibility for the use of delivered products in non-related areas of use. MEYLE shall explicitly not be liable for damages, which are due to the use of the delivered products in non-related fields of use. The customer shall insofar act at its own risk.

(4) Insofar as the liability for damages towards MEYLE is excluded or limited this shall also apply to the personal liability for damages of the employees, workers, representatives and vicarious agents.

## **§ 10 Export control clause**

(1) The customer undertakes not to sell, export, deliver, broker or otherwise pass on the contractual goods and their derivatives to a country of destination, if this would violate the provisions of an embargo of the European Union. This applies in particular to the Russia Embargo Regulation (EU) 833/2014 in its current version, which prohibits the direct or indirect sale, transfer or export of goods listed in the embargo control lists (e.g. Annexes VII, XI, XVIII, XX, XXIII, XXXV, XL) to a Russian entity or for use in Russia, or the provision of technical services in connection with these goods or intermediate products. The circumvention clause (Article 12 and Article 12g Russia Embargo Regulation (EU) 833/2014, in its current version) is recognized and complied with by the customer.

(2) The customer shall oblige its customers, distributors and other business partners accordingly to the above provision and shall take reasonable and appropriate measures to ensure that circumvention transactions are excluded.

(3) As an appropriate remedial measure in the event of a suspected violation and insofar as this is necessary for the performance of export control checks by the authorities, the customer shall, upon request, immediately provide all information about the final recipient, the final destination and the intended use of the goods delivered by MEYLE as well as any export control restrictions applicable in this respect.

(4) For a period of up to two years from the handover of the goods by MEYLE to the customer, the latter shall be obliged to provide suitable evidence of the whereabouts of these goods at their destination after resale and onward delivery to his own customer. This evidence includes, for example, delivery bills, outgoing notes from the customs office (customs exit note), delivery confirmation of customer, acceptance and/or acceptance protocols from his customer or comparable verification documents. The customer shall send this evidence to MEYLE in writing or by email upon MEYLE's request.

(5) The customer shall indemnify MEYLE in full against all claims asserted by authorities or other third parties against MEYLE due to non-compliance with foreign trade and/or export control obligations by the customer and undertakes to compensate MEYLE for all damages and expenses incurred by MEYLE in this connection, unless the customer is not responsible for the breach of duty. This does not imply a reversal of the burden of proof.

## **§ 11 General information**

(1) Deviating individual agreements, which MEYLE and the customer have reached in writing (DocuSign signature in text form is sufficient), shall have precedence over these GSC.

(2) The exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is the registered seat of MEYLE in Hamburg. MEYLE is however also entitled to file an action at the court of jurisdiction of the registered seat of the customer.

(3) Insofar as not otherwise derived from a deviating written agreement Hamburg/Germany is the place of performance.

(4) German law shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded.

(5) Should individual provisions of these Terms of Sale be invalid this shall have no effect on the validity of the contract on the whole. Invalid provisions will be replaced by the statutory regulation.