

General Purchasing Terms and Conditions of the MAHLE Group based in Spain

1. Determining Conditions

a) The General Purchasing Terms and Conditions set forth below have exclusive validity for all MAHLE companies in Spain ("MAHLE"). MAHLE only recognizes the General Sales Conditions or the supplier's alternative conditions where these have been expressly recognized in writing by MAHLE.

b) These General Purchasing Terms and Conditions (hereinafter "GPTC") are also valid in the event that MAHLE, whilst being aware of the supplier's other conditions or which differ from these conditions, should accept the supplies from the supplier without reservation.

c) These GPTC in their current version (www.mahle.com) shall also be valid for all future transactions performed with the supplier, and express reference shall be made to them in all subsequent agreements where the clauses of the original agreement are partially amended.

2. Offer, Modifications and Waiver

a) Orders, contracts and order releases as well as modifications and supplements thereto must be placed and made in writing. They do not need to be signed by MAHLE. Orders placed by fax, e-mail, or by any other electronic data-transmission system shall be deemed to be in compliance with the requirement for orders to be placed in writing.

b) Supplier shall confirm acceptance of the order within five (5) working days.

c) Unless otherwise expressly agreed in writing, other additional costs shall not be admitted nor remunerated.

d) Even after the order has been confirmed by the supplier, MAHLE may at any time, by written, change or cancel order, make changes to the ordered quantities, the drawings, designs or specifications applicable to the goods or services covered by that order, the method of shipment and packing, and/or the delivery conditions. In this case, the parties shall consider in an appropriate way the consequences of such change on the performance time, manufacturing cost of the goods, or the cost of furnishing services, and agree on an equitable adjustment in the purchase price or in the delivery schedule where justified.

3. Invoice, payment, prices

a) The price stated on the order statement is binding unless otherwise agreed. The prices are "Delivered Duty Paid" (DDP Incoterms 2010) including packaging. Value added tax (VAT) is not included. The supplier bears all risks of loss or of damage to the goods until the goods are received by MAHLE or by

its representative at the location to which the goods are to be delivered according to the contract.

b) Where "EXW" delivery is agreed in accordance with Incoterms 2010, transportation shall be performed by a forwarding agent approved by MAHLE.

c) Immediately after delivery, the invoice shall be sent by post to MAHLE's postal address or by electronic data-transmission. The invoice shall show the date, the purchase order number, and the supplier number. If these requirements are not fulfilled, the invoice shall not be recognized by MAHLE.

d) The invoice shall be settled at 60 days as of the date thereof, with the payment date being the last day of the month. Any other method of payment must be negotiated with the Purchasing Services of MAHLE.

e) The acceptance of the supplied goods and/or payment therefore by MAHLE shall not constitute any acknowledgement of debt and are performed subject to the review of the invoice and enforcement of warranty rights and/or compensation claims.

f) The price modifications caused by design changes or by changes in the product requirements shall be discussed and established by the Parties after a common cost analysis.

g) The SUPPLIER has to be available to analyze and negotiate yearly price reductions, according to MAHLE's needs and to the extent it may be economically acceptable to the SUPPLIER, due to the MAHLE's customer cost reduction pressure, price reductions imposed by competitive pressures or due to competitive offers, in order to sustain the future business.

h) The Supplier shall be available to analyze and discuss the prices in case of volume modifications as well as extraordinary price modifications in the raw material range. The Supplier shall also be available to discuss and offer competitive prices and trade conditions, by taking into account the conditions existent in the market, in a given time, for the same products.

4. Delivery terms, delays in delivery, transfer of risk

a) The agreed delivery terms shall be binding, except when modified under the terms of Clause 2. d. above. Compliance with the delivery terms shall be assessed, depending on the agreed delivery conditions, on the basis of delivery of the goods at the place where the goods are to be received or used as indicated by MAHLE, or on the prompt collection date of the goods provided to MAHLE.

b) MAHLE shall not be obliged to accept early deliveries or partial deliveries that have not been agreed.

c) The supplier shall be obliged to inform MAHLE immediately in writing in the event circumstances arise or are acknowledged that prevent the agreed delivery terms from being met. In any event, this obligation to inform MAHLE does not of itself release the supplier from liability for the delay.

d) Any special transports, for which the supplier is responsible and which have been ordered thereby, must be registered by the SUPPLIER, indicating the order particulars/information, as well as the reason for the special transport and the corrective measures therefore, and must be communicated to MAHLE's Logistics Department. The supplier must introduce the corrective measures immediately.

e) The supplier shall be liable for all damages and bear all the charges, costs and indemnities resulting from delivery date discrepancies, defects or lack of conformity with the stipulated delivery terms, including those damages entailed by liability on MAHLE upon its customers' claims.

f) In case MAHLE incurs in additional logistics expenditure as a result of premature deliveries (previously agreed with MAHLE), surpluses and further discrepancies in delivering and packaging instructions, MAHLE shall forward a debit note, to be calculated according to the attachment Nr.1 – "Cost Recovery for Non compliance with Quality Requirements".

g) Unless agreed otherwise, the goods shall be delivered, carriage paid, at MAHLE's address, at the place of receipt or use as indicated by MAHLE.

h) The supplier is under a duty to attach the corresponding delivery notes to its dispatches, valued with the net price. The delivery notes shall state MAHLE's purchase order number and the supplier number. If these requirements are not met, MAHLE shall not be responsible for any delays arising during processing as a result thereof.

5. Force majeure

a) Cases of force majeure, which cannot be avoided, even by taking reasonable care, shall release the contracting parties from its contractual obligations to supply for as long as the situation persists and to the extent their liabilities are affected.

b) In such a situation, the parties are respectively required to inform each other immediately and to adapt their obligations in good faith to the new circumstances.

c) If the situation lasts for more than two (2) months, each party shall be entitled to withdraw from or cancel the contract or order regarding the yet unfulfilled parts of the contract.

d) Labor disputes are not deemed to be force majeure.

6. No incoming inspection by MAHLE

a) Prior to delivery, the supplier shall make all the controls (including the non-destructive tests and inspections reasonably expectable of a qualified and careful supplier) which are necessary and appropriate to enable it to warrant the quality, conformity and safety of its supplies and services. MAHLE shall not be obligated to carry out any incoming inspection but reserves the right to examine that the goods delivered conform with those ordered and inspect them for any discrepancies in quantity or externally identifiable damage. The supplier shall waive any further incoming inspection and testing on MAHLE's part. In the case of defects that are not ascertained by MAHLE until the supplied goods are being processed or used for their intended purpose, MAHLE shall inform the supplier immediately upon ascertaining the defects. In this respect the supplier shall waive the defense of delayed complaint.

b) No assistance by MAHLE to the supplier in informing him of the applicable standards and regulations that shall release it from its quality obligations.

7. Quality and documentation

a) The supplier must respect the acknowledged technology rules, the safety regulation, and the agreed technical data for his deliveries. Where the supplier has received drawings, samples or other instructions from MAHLE, it shall be under obligation to comply with them regarding model and the characteristics of the material to be supplied, otherwise the supplied products shall be considered defective. Any modification to the item to be supplied must always be previously approved in written form by MAHLE.

b) Where the supplier delivers production material to MAHLE, the following provisions shall have full validity, except where in a specific case MAHLE should so determine in writing or should agree other requirements with the supplier.

c) The supplier shall have or implement a quality management system based on IATF 16949, in its current version. The certificates of acknowledged certifiers or certificates by second parties may be acknowledged, as well as equivalent quality management systems, (e.g. ISO 9001, etc.). The supplier shall supply MAHLE with a copy of the corresponding current certificate. In case of loss of accreditation, MAHLE must be informed immediately.

d) For the first samples, reference is made to the PPAP Level III last version. Aside from this, the supplier must keep a constant check on the quality of the articles it supplies. Furthermore, MAHLE and the supplier shall inform each other reciprocally of the possibilities of other quality improvements.

e) Where MAHLE and the supplier have not definitively agreed neither manner nor the scope of the controls, nor the control tests and methods, MAHLE is prepared, at supplier request, in so far as its

know-how, experience, and possibilities allow, to discuss the controls with the supplier in order to determine the corresponding state necessary for the technical control.

f) In case of parts mentioned specifically in technical documents or a separate agreement, the supplier shall keep special records showing when, how and who tested the delivery items for their characteristics subject to documentation and the results of the required quality tests. The test documents shall be retained for ten (10) years and shall be submitted to MAHLE if necessary. The supplier shall impose the same obligation on subcontractors within the bounds of what is legally possible.

In case the Supplier does not fulfil the quality and certification requirements to which it is obliged by law or under this contract, MAHLE will penalize the Supplier according to Attachment Nr. 1 of these GPTC "Cost Recovery for Non Compliance with Quality Requirements".

All the costs originated by the non fulfilment of the mentioned requirements will be transferred to the Supplier, including the logistics and administrative costs.

g) MAHLE and its customers, at MAHLE's own cost and expense, shall have the right during reasonable business hours and upon at least two (2) days prior written notice to inspect the Supplier's and its sub-suppliers' facilities and to perform quality audits with respect to the materials provided.

8. Hazardous materials and substances and product defects

a) The supplier shall have ISO 14001 certification or has to implement an environmental management system based on ISO 14001 in its current version. The supplier shall also observe the legal regulations of the manufacturing and selling country relating to goods and materials as well as processes which are subject to special treatment, etc., as regards their transportation, packing, labelling, warehousing, treatment production and disposal on account of laws, ordinances or other regulations, or on account of their composition and environmental impact. Goods, materials, and processes which, pursuant to laws, regulations, and other provisions, or due to their composition and environmental impact, require special treatment in their transportation, packaging, identification, storage, handling, manufacture, and waste disposal, are subject to compulsory compliance with the legal requirements of the country of manufacture, as well as with those of the country of distribution.

b) In this case, the supplier shall supply MAHLE, prior to confirmation of the order, with the documents and certificates that prove effective compliance with the specific regulations. Generally, all hazardous substances and water-endangering may only be delivered upon the prior presentation of a safety data sheet, duly in compliance with EU Directives, excluding MAHLE from any legal liability arising out of failure to comply with the mentioned regulations. Should the requirements set forth in a) be altered

during the course of the supply, the supplier shall immediately provide MAHLE with all documents corresponding to the amended requirements.

c) MAHLE shall be entitled to return to the supplier any hazardous materials or substances and water-endangering materials which have been proposed and delivered for tests. The costs shall be borne by the supplier.

d) To the extent possible, the supplier shall use recycling material in the production process, and label all products accordingly.

e) The Supplier shall be liable for material, manufacturing, design defects and any damage which occurs as result of non-compliance with the existing legal regulations.

f) The Prescription List/List of Substances Subject to Declaration shall be taken into account as regards the contents of the delivery items. The latest version of this list can be found in the section "Environment" on our Internet homepage on www.mahle.com.

g) The supplier shall enter all necessary information in the IMDS Database (International Material Data System, www.mdsystem.com); the approved and accepted IMDS entry for all relevant material data is a component and precondition of each successful initial sample approval.

h) In case of disagreement, the existence of any material, manufacturing and design defects in the supplied goods and the correspondent responsibility shall be finally determined by MAHLE.

i) The Supplier agrees to abide by the EU regulation concerning the registration, evaluation, authorisation and restriction of chemicals (EU regulation Nr. 1907/2006 dated 12/18/2006, hereinafter "REACH"). The Supplier must carry out all pre- and registrations on time. MAHLE is exempt of any liability for these pre- and registrations. The Supplier accepts that the material cannot be delivered if the REACH requirements are not fulfilled or are inadequate.

9. Packaging

a) The requirements of the packaging regulations and ordinances must always be complied with.

b) The supplier must collect the used packaging, empty of remains, free of charge. Should this not be possible, the supplier must bear the costs corresponding to the disposal of the waste.

10. Warranty/Claims

a) The supplier shall match the same warranty that the OEM grants to the end customer.

b) The warranty period of the supplied goods for serial defects shall be of ten (10) years.

c) The content of items 10 a) and 10 b) shall apply also for replacement parts.

d) For the avoidance of doubt, a defective product in the sense of this clause is any product which is delivered to MAHLE which (i) does not fulfill the MAHLE specifications, samples, drawings or any kind of instructions, or (ii) are not free of design, material, manufacturing or quality defects, or (iii) are not, in any way, in compliance with any relevant legal regulations or MAHLE's requirements from time to time in force in the countries where products or end-products equipped with products are sold or used, as the case may be. Supplier expressly guarantees that all products to be delivered in accordance to a design approved by MAHLE are fit and adequate for the intended purposes.

e) In case that MAHLE detects any quantity or quality discrepancies in the ordinary course of business, MAHLE shall immediately inform the supplier of the detected discrepancies. Other defects detected by MAHLE during the transformation of the supplied goods or during thereof use according to their purpose, shall be informed immediately by MAHLE once they are detected. In any case a formal claim will be sent to the supplier as well as the damage costs provoked by the detected discrepancies.

f) If a defective delivery is made, the supplier shall, at MAHLE's choice, remedy the defect or make a new delivery, unless this should not be reasonable for MAHLE. In both cases, the supplier shall bear all costs arising. In case of a new supply, the supplier must collect the defective parts, at its own expense.

g) Should the supply of defective parts occasion MAHLE costs such as e.g. transport, infrastructure, workmanship and materials, or for receipt controls that are more stringent than normal, the Supplier shall be under a duty to compensate MAHLE.

h) The foregoing entitlement to claim for defects shall expire after three (3) years have elapsed following the date of delivery of the goods (assignment of risk), unless stated to the contrary below. Where the supplier supplies MAHLE with production material which, in accordance with the intrinsic purpose thereof, is finally assembled in cargo vehicles or engines, the expiry period commences as from when the end-client puts the vehicle or engine into service. In order to determine the date of entry into service, the date of first registration shall be taken into account, provided that the vehicle or the engine requires registration. The expiry period shall in any event expire after three (3) years have elapsed following the delivery of the goods to MAHLE. In the case of defects in articles supplied which, in accordance with their habitual purpose, are used for construction, or in the case of statutory defects, the validity to claim for MAHLE site shall be of ten (10) years.

i) Where a defect is detected within six (6) months as from the expiry of the assignment of risk, it shall be deemed that the defect already existed at the time the assignment of risk took place, unless the said assumption is incompatible with the type of item or with the defect.

j) Furthermore, where by reason of defects in the goods that are the subject of the order supplied

by the supplier, MAHLE should be under a duty to collect the goods manufactured or sold thereby, or should incur reductions in their sale price, or should be sued, MAHLE reserves the right to pass on these effects to the supplier.

k) MAHLE may seek compensation from the supplier for any costs it has had to bear as against its client due to the fact that the said client is entitled to compensation for the costs incurred in the recovery, especially transport, infrastructure, workmanship and material costs, and losses and harm.

l) MAHLE may, at its own discretion, charge a lump sum, to be calculated according to the Attachment Nr.1 – "Cost Recovery for Non Compliance with Quality Requirements" for each claim it receives from clients. In any case, if MAHLE chooses to charge this lump sum, it shall be nonetheless entitled to charge the supplier for any additional costs in excess of the lump sum, generated by, for example, reconditioning, new packaging, reverification, transports, etc.

m) Notwithstanding the provisions of section 10 g), the expiry period for entitlement to pass on damage and loss incurred is ten (10) years, as from the date of payment or repair by MAHLE to its client or end-user. However, the supplier's strict liability expires after ten (10) years have elapsed following the placement into circulation of the defective product causing the damage.

n) Where MAHLE, in its capacity as a supplier to the motor industry, undertakes as against one of its clients to accept liability for defects for a longer term or with a broader scope, the supplier, if it supplies production material, shall in the future also be under a duty to accept the said rule, following notification in writing.

o) In those cases not expressly provided for in this section, any other rights pertaining to MAHLE to receive compensation for losses and harm caused by the supplier's negligence or following warranties made thereby shall be retained intact

11. Product liability and Recall

a) If legal action is taken against MAHLE due to product liability or on account of the contravention of official safety regulations due to a defect in a product it has manufactured or otherwise put into circulation, the supplier shall be under a duty, provided that the defect in MAHLE's product is due to a failure in the goods supplied by the supplier, to hold MAHLE harmless at first request for all claims, to pay the damages. This also includes the costs occasioned to MAHLE on account of hiring professional counsel for its defence and legal representation, as well as for the hire of technical professionals – experts – necessary for its legal defence or the costs that arise in general terms with regard to defending claims for liability with regard to the product. If MAHLE is subject as against the affected party to special rules with regard to the burden of proof, the said rules shall also be valid for the relationship between MAHLE and the supplier.

b) In cases of liability for harm caused by the product according to sub-clause 11 a), the Supplier shall provide MAHLE with all the necessary information and any support within the bounds of reason to fend off claims.

c) If MAHLE is obliged to carry out a recall action or service campaign due to the defective nature of the goods delivered by the supplier, or if it is necessary on account of danger to human health or life or to material assets, the supplier shall be obliged to pay the resulting costs.

d) The supplier shall indemnify MAHLE or other third parties for all claims, damages and losses due to their product defects.

e) Supplier shall assure that the manufacture, sale and/or use of the goods supplied to MAHLE, will not infringe or contribute to the infringement of any intellectual property rights. Supplier shall agree to defend, protect, save harmless and indemnify from all loss and damage, whether directly or indirectly, MAHLE, its customers and final users of its products, as to any claim or demand based on or arising out of infringement or an allegation of infringement and, after notice, to appear and defend at Supplier's own expense any suits arising from such claim.

f) Should MAHLE be partly responsible for the defect in the product or for the need to perform a product recall action for harm caused by defective products, the Supplier shall be under obligation to pay a compensation to MAHLE.

g) The supplier shall be under obligation to take out civil liability insurance sufficient to cover all the risks of harm caused by the product, including the risk of a recall or service campaign. At request of MAHLE, the supplier shall provide documentary evidence of this insurance straightaway.

12. Industrial Property Rights

a) The supplier warrants that all supplies are free from patents and intellectual property rights pertaining to third parties and that the supply and use pursuant to contract by MAHLE and its clients of the articles supplied does not infringe any patent or third-party intellectual property rights. This shall also be valid for patents published abroad. The supplier shall hold MAHLE and its clients harmless as against any claims by third parties for patent infringement, and shall bear all costs incurred by MAHLE in this regard. In the event of patent infringement, MAHLE shall furthermore be authorized, according as it may decide, to obtain approval from the patent holder for use of the patents that have been infringed, at the expense of the supplier.

b) This shall not be valid if the article supplied has been manufactured in accordance with drawings, models, or other detailed indications by MAHLE, and the supplier was not aware, nor need it have been aware, that this constituted an infringement of patent rights or of third-party intellectual property rights.

c) The parties undertake to inform each other immediately of any risks of infringement they may be aware of, and of supposed cases of infringement, and shall compensate by mutual agreement, in so far as is reasonable, any claims for infringement of the said rights.

13. Tooling

a) In case the price to be paid for the goods requested by MAHLE includes special tooling, or any other equipment, such tooling/equipment shall be or become the property of MAHLE. The supplier shall transfer the sole property of tooling to MAHLE no later than upon final payment.

b) The supplier shall not use the mentioned tooling for the supply of third parties.

c) Supplier agrees to maintain and repair tooling at no expense to MAHLE and from time to time replace tooling without expense to MAHLE, except if that costs incurred as a result of MAHLE's design change or specifications shall be paid by MAHLE.

d) The supplier shall reduce the price of the supplied products when the amortization period for tooling and/or equipment is complete.

14. Obligation to assure supply of spare parts

a) The supplier shall deliver spare parts at serial price for a minimum of fifteen (15) years after end of serial production and offer an all-time production at the latest serial price.

b) The supplier shall provide MAHLE with all necessary rights in order to file patents regarding all product related inventions, as well as with all further Know How related to the product

c) The supplier shall grant to MAHLE a non-exclusive, free of charge, transferable, unlimited in time, scope and content license on its background rights in as far as they shall be deemed necessary for utilizing the supplied products.

d) The supplier shall grant to MAHLE an exclusive, free of charge, transferable, unlimited in time, scope and content license on its copy rights in as far as they are related to the products.

15. Retention of Title, Means of production

a) MAHLE shall not accept any extended reservation of title of the supplier.

b) The means of production provided to MAHLE's supplier (especially parts, raw materials, or tools, etc.), as well as any documentation, samples, models, data, etc., shall remain in the ownership of MAHLE.

The supplier shall be under an obligation to attach an indication of MAHLE's ownership to any means of production provided by MAHLE, and to insure

them against fire, water, and theft for their new replacement value. The supplier shall prove the existence of the corresponding insurance policy to MAHLE under request. The supplier shall at its own expense perform such maintenance as may be required within the normal time intervals. The supplier shall notify MAHLE immediately of any damage or breakdowns.

c) The transformation, reconstruction, or assembly by the supplier of the means of production provided by MAHLE shall be performed for MAHLE. Should the transformation, reconstruction, or assembly lead to an inseparable mix of objects belonging to MAHLE with objects belonging to the supplier or to a third party, MAHLE shall acquire co-ownership of the new object in the same proportion as the value its objects had with regard to the new object, irrespective of the party to which the essential or accessory parts of the main object corresponds and of the party owning the most valuable part. The supplier shall hold MAHLE's share of the co-ownership on MAHLE's behalf. To that effect, the supplier shall enter into the necessary agreements with any third parties to which the abovementioned objects belong before using such objects in the transformation, reconstruction, or assembly operations. In case it does not do so and MAHLE is denied co-ownership of the new objects, the supplier shall compensate MAHLE for all damages incurred.

d) The supplier shall use the means of production, documents, samples, models, data, etc. provided by MAHLE for the exclusive purpose of manufacturing the goods ordered by MAHLE and shall immediately return them free of charge at any time to MAHLE under request.

16. Termination

a) MAHLE may terminate this order with immediate effect by notice in writing to the Supplier any time after the occurrence of any of the following events:

1. a material breach by the Supplier of any of its obligations under these General Purchasing Terms and Conditions or any other agreements concluded between the Parties;
2. the making of an administration order in relation to Supplier or the appointment of a receiver or the taking possession or sale by an encumbrancer or all Supplier's assets and/or the commencement of any proceedings under applicable insolvency laws;
3. A change of control of the Supplier.

b) MAHLE will not exercise its rights to terminate the order under the above section a) 1. of the clause 16 until after it has given the Supplier a written notice and the Supplier has been granted a reasonable period to remedy the default, not exceeding thirty (30) days.

b) The silence or abstention to act by MAHLE regarding the performance of a material breach by the Supplier shall not be interpreted as a tacit approval, nor may be considered as a precedent which is relevant to the Supplier.

c) In case this Agreement is terminated for whatever reason, the Supplier shall be under the obligation to return all means of production provided by MAHLE.

17. Confidentiality

a) The parties undertake to treat all orders and all commercial and technical data relating thereto as business secrets. In particular, all drawings, plans, calculations, quality guidelines, samples, and other similar items received shall be kept in the strictest confidentiality. Reproduction and transmission of secret information shall only be permitted within the framework of business requirements. Confidential information may only be disclosed to third parties after prior written permission has been obtained.

b) The supplier shall give an undertaking to impose the same obligation on subcontractors regarding the maintenance of secrecy. Confidential information provided to the supplier by MAHLE may only be used by the former in accordance with the regulations.

c) The obligation to maintain secrecy shall apply even after delivery relations have ended. At the end of delivery relations, the Supplier shall be obliged to return to MAHLE all business secrets if they are embodied or stored on electronic data media. All business secrets shall be eliminated from the data processing equipments of the Supplier. Copies and duplicates, whatever their format, must be destroyed in such a way that their reconstruction becomes impossible.

18. Place of performance, applicable law and jurisdiction

a) MAHLE shall not accept any extended reservation of title of the supplier.

b) The means of production provided to MAHLE's supplier (especially parts, raw materials, or tools, etc.), as well as any documentation, samples, models, data, etc., shall remain in the ownership of MAHLE.

The supplier shall be under an obligation to attach an indication of MAHLE's ownership to any means of production provided by MAHLE, and to insure them against fire, water, and theft for their new replacement value. The supplier shall prove the existence of the corresponding insurance policy to MAHLE under request. The supplier shall at its own expense perform such maintenance as may be required within the normal time intervals. The supplier shall notify MAHLE immediately of any damage or breakdowns.

c) The transformation, reconstruction, or assembly by the supplier of the means of production provided by MAHLE shall be performed for MAHLE. Should the transformation, reconstruction, or assembly lead to an inseparable mix of objects belonging to MAHLE with objects belonging to the supplier or to a third party, MAHLE shall acquire co-ownership of

the new object in the same proportion as the value its objects had with regard to the new object, irrespective of the party to which the essential or accessory parts of the main object corresponds and of the party owning the most valuable part. The supplier shall hold MAHLE's share of the co-ownership on MAHLE's behalf. To that effect, the supplier shall enter into the necessary agreements with any third parties to which the abovementioned objects belong before using such objects in the transformation, reconstruction, or assembly operations. In case it does not do so and MAHLE is denied co-ownership of the new objects, the supplier shall compensate MAHLE for all damages incurred.

d) The supplier shall use the means of production, documents, samples, models, data, etc. provided by MAHLE for the exclusive purpose of manufacturing the goods ordered by MAHLE and shall immediately return them free of charge at any time to MAHLE under request.

19. Final provisions

a) MAHLE shall be entitled to compensate any sums due to the supplier against liabilities, indemnities or any amounts due to the supplier under these General Purchasing Terms and Conditions.

b) Should one of the parties seek protection from its creditors, or should it file for insolvency proceedings, the other party shall have the right to rescind the order with regard to those parts which have not yet been performed, with especial compliance with the specific insolvency laws applicable.

c) Should the interpretation of these clauses reveal that one of the terms hereof is confusing or difficult to apply on account of being imprecise, the said term shall be interpreted, in so far as is lawful, in such a way as to be as close as possible to the intention of the contracting parties in accordance with original meaning and intention of the ineffective or unenforceable provision. The same shall also be applicable to any omission in the order. Likewise, should any of these clauses be deemed to be invalid pursuant to the relevant regulations, this shall not affect the legal validity of the remaining clauses. Anything considered void shall be interpreted in accordance with the legal provisions.

d) This English language version of the General Purchasing Terms and Conditions of the companies of the MAHLE Group based in Spain exclusively serves for the purposes of information and translation. In the event of any discrepancies between the terms of the Spanish language version ("Original version") and this English language version, the Original version shall prevail in all cases. In the event of disagreement or litigation, the Original version shall also be the decisive version for the interpretation of individual provisions of the General Purchase Terms and Conditions of the companies of the MAHLE Group based in Spain.

Status: May, 2018