

Componenta general terms and conditions

1. Definitions

"Agreement" shall mean the General Terms together with the Order.

"Customer" shall mean the legal or natural person contracting or intending to contract with Componenta.

"Componenta" shall mean Componenta Corporation or the relevant subsidiary of Componenta Corporation that is entering into the Agreement as identified in the quotation given by Componenta.

"General Terms" shall have the meaning set out in Section 2.

"Incoterms" shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce (ICC) as set out in the version of the Incoterms published by the ICC that is in force at the time the Agreement is entered into between the parties.

"Order" shall mean the Customer's order for the Parts.

"Parts" shall mean the parts that Componenta shall supply to the Customer.

2. Applicability

These general terms and conditions (the "General Terms") are applicable to all requests for quotation, quotations, offers, orders, confirmations, acceptances and deliveries made by or with Componenta. Unless expressly otherwise agreed in writing between the parties, these General Terms shall prevail in the event of a discrepancy between these General Terms and any other written or oral agreement between Componenta and the Customer. The applicability of any general terms and conditions of the Customer is hereby expressly rejected.

3. Offers and orders

All requests for quotation by Customers must be accompanied by technical specifications describing the Parts to be manufactured and the types of inspections and tests required for acceptance. Following a request by the Customer Componenta may provide the Customer with a written quotation to manufacture the Part.

The written quotation shall constitute an offer to manufacture the Part on the terms set out in that offer. Componenta shall only be bound by a Customer's written acceptance of Componenta's offer. If the Customer responds to Componenta's offer with modifications, qualifications or assumptions, such response shall be considered a counter-offer by the Customer. Any such counter-offer shall only be binding upon Componenta if and to the extent and when it is accepted in writing by Componenta. Componenta shall only be bound by the terms of its written acceptance of the Customer's counter offer setting out, inter alia, any modifications to the Customer's counter offer.

The Order shall only be deemed to be accepted when either:

- (a) the Customer unequivocally accepts Componenta's offer to manufacture the parts; or
- (b) Componenta issues a written acceptance of the Customer's counter offer,

at which point the Agreement shall come into existence.

If Componenta does not issue any written acceptance of the Customer's counter offer, but delivers the Parts to the Customer, the deliveries shall be deemed to have been made and the Agreement shall be deemed to have come into existence based on the terms set forth in the quotation given by Componenta.

The Agreement (together with all documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in the Agreement and the documents referred to in it) made by or on behalf of any other party before the date of the Agreement. Each party waives all rights and remedies which but for this clause might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

4. Forecasts

The Customer shall provide Componenta with a weekly written order forecast (the "Rolling Forecast") specifying the quantities and type of Parts that the Customer plans to order during the following twelve (12) week period following the week during which Rolling Forecast was given. The forecast for the weeks after the twelfth week shall be an indicative estimate only and shall by no means constitute an obligation for the Customer to order/purchase the Parts. The Rolling Forecasts during the first six (6) weeks are considered as firm ("Frozen Period") and can be changed only upon mutual understanding.

The quantities may increase or decrease within the flexibility limits. Depending on the respective period such variances shall be limited to the following percentages:

Period 1	1 – 6 weeks before the delivery week +/- 0 % tolerance from period 2
Period 2	7 – 12 weeks before the delivery week +/- 10 % tolerance from the basis level given 13 weeks before the delivery

The forecast for quantity of the Parts given 13 weeks before the delivery week shall set the basis level for the following weeks.

It shall therefore be understood, to avoid any doubt, that the six weeks following the Frozen Period shall be considered firm as regards the minimum quantity resulting from the application of the above percentage.

The above tolerance increase expressed in terms of percentage is applicable when the production capacity can be confirmed without investment needs. In case the tolerance increase requires investments at the production unit, a separate agreement on supply shall be made and the above tolerances do not apply automatically.

The Customer agrees that a Rolling Forecast shall not be considered as a serial production order. The Customer shall send the serial production orders in addition to the Rolling Forecasts. Such orders shall be sent at the latest seven (7) weeks before the delivery.

5. Intellectual Property Rights

All Parts are manufactured based on technical specifications by the Customer. The Customer shall at all times bear responsibility for the technical and industrial functionality of the Parts manufactured by Componenta. The aforesaid shall apply also in cases where Componenta has, at the request of the Customer or otherwise, proposed changes to the Customer's technical specifications and such changes have been approved by the Customer. Notwithstanding the above, DJ wheels and Maxx wheels are manufactured based on the technical specifications of Componenta.

Unless otherwise specifically agreed, Componenta does not design the Parts it manufactures. Should the parties agree that Componenta shall design a pattern, fixture or tool based on the specifications of the Customer, the Customer shall bear responsibility for the technical and industrial functionality of the Parts manufactured in conformity with those specifications.

In the event that the Customer provides Componenta with the specification, drawings, models, tools, fixtures or patterns and/or any other materials to be used by Componenta in the manufacture of the Parts by Componenta (the **Materials**):

(a) the Customer hereby grants to Componenta a non-exclusive, royalty free, irrevocable licence (with a right to grant sub-licences) to use the Materials for the purpose of carrying out its obligations under the Agreement; and

(b) the Customer hereby warrants and represents to Componenta that the Part itself and/or the use by Componenta of the Materials in the manufacture of the Part does not and will not infringe the intellectual property rights of a third party.

The Customer shall indemnify and hold Componenta harmless in full in respect of and against any and all damage, loss, liabilities, costs and expenses (including the cost of legal or professional services) (**Losses**) incurred or suffered by Componenta resulting, wholly or in part, directly or indirectly from any claim by a third party against Componenta with regard to the use by Componenta of the Materials furnished by the Customer or the manufacture of Parts by Componenta (irrespective of whether the patterns, fixtures, tools or Parts have been designed by Componenta or not).

The intellectual property rights in and to the manufacturing methods and processes, manufacturing tools, manufacturing studies, research and/or patents used by Componenta in performing its obligations under the Agreement shall remain the property of Componenta or its third party licensor (as appropriate). Nothing in the Agreement (including the delivery of Parts) shall transfer to the Customer ownership of or intellectual property rights to such manufacturing methods and processes, manufacturing tools, manufacturing studies, research or patents and any information relating to such manufacturing methods and processes, manufacturing tools, manufacturing studies, research or patents shall be Confidential Information of Componenta.

DJ wheels and Maxx wheels are manufactured based on the technical specifications of Componenta. Componenta shall be responsible for the technical and industrial functionality of DJ wheels and Maxx wheels. All intellectual property rights in and to the design and technical specifications regarding DJ wheels and Maxx wheels shall remain the sole property of Componenta. Nothing in the Agreement (including the delivery of DJ wheels or Maxx wheels) shall transfer to the Customer ownership of or intellectual property rights to the design and technical specifications regarding DJ wheels and Maxx wheels.

6. Confidentiality

A party ("recipient party") shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the Agreement any information of confidential nature, such as specifications, drawings and other technical documents, commercial information and know-how, pricing information, costs, volumes, administrative and operational information ("Confidential Information") received from the other party ("disclosing party") in whatever form under or in connection with the Agreement without the prior written permission of the disclosing party except information which was

(a) already known to it without any obligation of confidence prior to its receipt thereof from the disclosing party;

(b) subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing party;

(c) in the public domain at the time of receipt by the recipient party or subsequently entered into the public domain other than by reason of the breach of the provisions of this Section or any obligations of confidence owed by the recipient party to the disclosing party; or

(d) required to be disclosed by law, regulation, order or regulators.

Each party shall ensure that any subcontractor or other third party sharing Confidential Information shall comply with the confidentiality obligations set forth above.

All specifications, drawings and other technical documents relating to the Part or the manufacturing thereof, which have been furnished by one party to the other, prior to the entering into of the Agreement or thereafter, remain the property of the furnishing party. A party receiving any such specifications, drawings or other technical documents may only use the said documents for the purpose for which they were provided. Neither the said documents nor the information contained therein may be reproduced, copied or in any other way assigned to or brought to the knowledge of a third party.

7. Patterns, fixtures and tools

Any manufacturing patterns, fixtures or tools provided by the Customer shall be clearly marked and shall be supplied free of charge to the manufacturing site designated by Componenta. The Customer shall ensure that the patterns, fixtures and tools match the drawings and specifications in full.

Should the parties agree that Componenta shall make, or procure the making of, patterns, fixtures or tools to be used in manufacturing of a Part, the said pattern, fixture or tool shall be manufactured based on the Customer's specifications and as agreed with the Customer, taking into account Componenta's production techniques.

Unless otherwise agreed, any patterns, fixtures or tools, whether provided by the Customer or made by Componenta at the request of the Customer as the case may be, shall remain the property of the Customer, provided that they have been duly paid for by the Customer. The patterns, fixtures and tools shall remain stored at Componenta during the serial production and for a period of twelve (12) months following the end of such serial production at the risk of the Customer. The Customer shall ensure that the patterns, fixtures and tools are appropriately insured at its own cost. As long as a Part is in serial production, the respective patterns, fixtures and tools will be stored by Componenta free of charge. After a Part is no longer in serial production, Componenta will charge from the Customer a warehousing fee as determined by Componenta. Patterns, fixtures and tools stored at Componenta shall be returned at the cost and risk of the Customer, either at its own or Componenta's request, in a condition taking into account normal wear and tear.

Unless otherwise agreed, the costs of making patterns, fixtures and tools, as well as the cost of replacing or maintaining them shall be borne by the Customer and charged independently of the Parts supplied.

Componenta may not, without the prior written consent of the Customer, use the patterns, fixtures and tools referred to in this Section 7 for a third party or provide the patterns, fixtures and tools to a third party regardless of whether they have been supplied by the Customer or made by Componenta in accordance with the above.

8. Acceptance

Prior to Componenta commencing serial manufacture of a Part, the initial sample thereof shall be accepted by the Customer. Unless the parties have agreed otherwise, acceptance shall be carried out at the Customer's site at the Customer's expense and issued in writing to Componenta as soon as possible following delivery of the initial sample for acceptance. The initial sample is deemed accepted by the Customer if the Customer has not objected thereto within two (2) weeks from the delivery of the initial sample for acceptance.

Componenta shall not be obliged to commence manufacture of the Parts unless and until the Customer provides written acceptance of the initial sample to Componenta. Componenta shall not be liable under Section 10 where the reason for delay in delivery is due to the Customer's delay in providing written acceptance of the sample to Componenta.

9. Testing

The type and extent of testing, applicable standards and classifications as well as all types of tolerances shall be specified in the drawings and specifications to be provided by the Customer together with the request for quotation or Order and confirmed in the Agreement between Componenta and the Customer.

If the parties have not agreed on the testing and its technical requirements in accordance with the aforesaid, visual inspection or testing shall be conducted at a Componenta site or another location deemed appropriate by Componenta in accordance with the generally accepted industry standards of the country in which the relevant Parts are being manufactured.

Componenta shall keep the minutes of the conducted tests and the minutes shall be sent to the Customer. If, based on the tests, the Part does not conform to the agreed technical specifications and the Customer does not accept this, Componenta shall take appropriate measures in order to ensure that the Part is reworked to conform to the agreed technical specifications. At the request of the Customer, a new test shall be conducted following such reworking of the Part.

10. Deadlines and Componenta's liability for delay

Any dates quoted for delivery are approximate only and shall not be binding upon Componenta, unless expressly otherwise agreed between the parties in writing (including the exact delivery time), and the time of delivery is not of the essence.

Componenta shall inform the Customer without undue delay if Componenta will not be able to deliver on time or if a delivery delay appears apparent, and if practically possible, stating the reason for the delay and the estimated time of delivery. If the delay is due (whether wholly or in part) to the Customer or a force majeure event (as set out in Section 18), the delivery deadline shall be extended by a reasonable period of time taking into account the specific circumstances, or at least the

duration of the force majeure event or the Customer delay as applicable.

In case of a delay in delivery solely attributable to Componenta, the Customer shall be entitled to compensation of 0.5% of the agreed price for the delayed part of the delivery (VAT 0%) for each period of five (5) consecutive business days of delay. The maximum liability of Componenta for delay shall in all cases be limited to 5.0% of the agreed price for the delayed part of the delivery (VAT 0%). The Customer shall be deemed to have waived its right to compensation, unless a claim for compensation is presented within three (3) months of the original delivery deadline. The Customer and Componenta agree that the compensation sums referred to in this Section shall be construed as liquidated damages, are fair and reasonable in all the circumstances and represent a genuine pre-estimate of the likely losses that the Customer is likely to suffer as a result of the failure by Componenta to deliver the Parts by an agreed delivery deadline.

If the Customer is entitled to the maximum amount of compensation in accordance with the aforesaid and delivery still has not taken place, the Customer may give Componenta written notice requiring delivery within a reasonable period of time, but not less than one (1) week. If delivery has not taken place within the said time period, the Customer may terminate the Agreement with immediate effect in respect of the undelivered Parts.

The right to compensation and termination with immediate effect set out in this Section 10, together with a refund of any monies paid by the Customer in respect of any undelivered Parts, shall (subject to paragraph 2.14 of Annex 1, where applicable) be the sole remedies available to the Customer in situations of delayed delivery.

11. The Customer's liability for delay

The Customer shall inform Componenta without undue delay if the Customer will not be able to receive the delivery on time or if a delivery delay appears apparent, and if practically possible, stating the reason for the delay and its estimated duration. Componenta shall store the delivery at the risk and cost of the Customer. At the request of the Customer, Componenta shall insure the stored Parts at the Customer's cost.

Unless the delay on the part of the Customer is due to a force majeure event as set out in Section 18, Componenta may give the Customer written notice requiring the Customer to receive delivery within a reasonable period of time. Componenta shall also be entitled to claim damages for costs incurred and/or loss suffered due to the failed delivery.

Where the Customer is not able to receive delivery on the agreed date, the Customer shall continue to make all payments related to the delivery as if delivery had taken place as originally agreed.

12. Delivery term and inspections by the Customer

The parties may agree which INCOTERM is to apply to the delivery and transfer of risk in the Parts. If such INCOTERM has been agreed it shall be interpreted in accordance with the version of the INCOTERMS valid at the time the Agreement was entered into between the parties. The Parts shall be delivered and the risk in the Parts shall transfer in accordance with the provisions of the INCOTERM agreed between the parties.

In case no such delivery term has been agreed, the Parts shall be delivered "Ex Works" unpacked and risk in the Parts shall transfer in accordance with the EX Works INCOTERM.

The Customer is required to examine the Parts for signs of transportation damages and variances in quantities and to notify the carrier immediately of the damages and/or variances by including a note in the waybill. The Customer shall also inform within 24 hours of the delivery Componenta of the damages and/or variances as well as of any differences in quantities received against the documentation supplied with the respective delivery. If the BOL / CMR or delivery note has been signed without any notice, then this will be a confirmation that the delivery has been received in its entirety and no further recourse on Componenta will be accepted. The Customer shall inspect the Parts promptly after the delivery. In addition, the Customer shall, after machining as well as when using or installing a Part, conduct an additional inspection of the Part. The Customer shall notify promptly Componenta of any defects found in the inspections.

13. Quantities

In respect of series production, a certain tolerance of the number of Parts made and delivered shall be permitted by the Customer. In the absence of any other agreement between the parties, the tolerance permitted by the Customer shall be +/- 5% of the number of Parts agreed.

14. Prices and payment terms

Unless otherwise agreed, the base price quoted by Componenta is per unit. Componenta may increase the base prices once a calendar year. In addition, Componenta is entitled to change the base prices, if there has been such a change in circumstances as a result of which it would be reasonable for Componenta to increase the then existing base prices to reflect such change in circumstances. Applicable energy and raw material surcharges (as amended by Componenta from time to time) will be added to the base prices. The base prices and surcharges are exclusive of any tax, which will be added to the base prices and surcharges, and which will be payable by the Customer, each in accordance with the applicable legislation

Unless otherwise agreed, payment shall be made within fourteen (14) days of the invoice date. Componenta shall be entitled to receive interest on any payment not made when properly due pursuant to the terms of the Agreement, calculated from day to day at a rate per annum of 12%, and payable from the day after the date on which payment was due up to and including the date of payment. In addition to the interest, Componenta is entitled to obtain a fixed sum of EUR 40 for recovery costs as well as any recovery costs exceeding such fixed sum and incurred due to the Customer's late payment. Where the Agreement is governed by English Law pursuant to Section 25, the parties agree that the right to claim interest under this Section is in substitution for any statutory or other right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

In the event that it is probable that the Customer will not be able to make payment on the due date, having informed the Customer hereof in writing, Componenta shall be entitled to change the payment terms and/or suspend performance of all Agreements until the Customer can provide satisfactory guarantees that it will be able to meet its payment obligations. If the Customer fails to make payment on the due date, having informed the Customer hereof in writing, Componenta shall be entitled to change the payment terms and/or suspend performance of all Agreements until payment has been duly made. If the Customer does not pay the amount due within thirty (30) days of the due date, Componenta shall be entitled to terminate all Agreements with immediate effect by giving notice thereof and to claim damages in respect of any losses suffered by Componenta.

Componenta shall be entitled to retain the Customer's drawings, patterns, fixtures and tools until payment for the delivery has been made by the Customer.

The Customer shall not have the right to offset any payment due under a valid invoice under any Agreement against any sums owed to the Customer by Componenta under the Agreement or otherwise.

15. Retention of title

If pursuant to Section 25 the Agreement is governed by English Law, the provisions of this Section 15 shall not apply and the provisions of paragraph 1 of Annex 1 shall apply in substitution for the provisions of this Section 15.

Componenta reserves right of title to the Parts delivered until they have been paid in full by the Customer. This provision regarding retention of title will not, however, apply in case of deliveries from a Componenta group company established in Turkey.

16. Warranty and liability

If pursuant to Section 25 the Agreement is governed by English Law, the provisions of this Section 16 shall not apply and the provisions of paragraph 2 of Annex 1 shall apply in substitution for the provisions of this Section 16.

The Parts delivered by Componenta shall conform to the drawings and technical specifications provided by the Customer or to the initial sample agreed by the Customer for 12 months from delivery.

Componenta shall not be liable for any non-conformity of Parts due to faulty design by the Customer, patterns, fixtures or tools provided by or made for the Customer, or any raw material or component provided by or on behalf of the Customer. Nor shall Componenta be liable for any non-conformity of Parts due to a reason arising after the transfer of risk, e.g. failure to comply with working conditions specified in the Agreement, incorrect usage or installing of the Part, insufficient maintenance of a Part, or repair or reworking of a Part by the Customer without the written agreement of Componenta. Componenta's warranty shall not cover normal wear and tear.

Where it has been mutually determined that a Part does not conform to the agreed technical specifications or initial sample, Componenta shall, at its discretion,

- credit the Customer with the value of the Parts recognised as not conforming to the technical specifications or initial sample, or
- replace the non-conforming Part, or
- rework or repair the Part so it conforms with the agreed specifications or initial sample.

Componenta fulfills its obligations under this Section by delivering a new or reworked/repared Part or by crediting the Customer with the price of the non-conforming Part.

For the avoidance of doubt, if only a certain proportion of the Parts included in a delivery does not conform to the agreed technical specifications or initial sample, Componenta shall only be obliged to credit, replace, or rework/repair (in accordance with the Agreement) the non-conforming Parts.

Reworking or repair of a Part shall be carried out at a Componenta site, unless Componenta deems it more appropriate that the work be carried out at the Customer.

Notwithstanding the remedies of the Customer under this Section, Componenta shall not be liable for:

- (a) any costs of operations performed on the non-conforming Parts or to be performed on the new or reworked/repared

Parts by the Customer or any third party, including any treatments, machining or inspections; or
(b) any cost of disassembly and reassembly of Parts and of elements separate from the Parts. The Customer shall (at its cost) disassemble the relevant Part prior to providing that Part to Componenta and shall be responsible for (at its cost) for the reassembly of the relevant product using the repaired or replaced Part provided by Componenta pursuant to this Section.

The Customer shall reject non-conformities as soon as they are discovered and request their immediate replacement or reworking or a credit note within fifteen (15) days of the actual delivery date for apparent non-conformities and twelve (12) months for other non-conformities. Upon the expiration of the said deadlines, no recourse for non-conformity of a Part shall be available to the Customer.

Componenta's obligations under this Section 16 shall not apply should any repair, reworking or modification of Parts be carried out by, or at the request of, the Customer without the agreement of Componenta. Any such repair, reworking or modification shall be at the risk and cost of the Customer.

Should Componenta fail to fulfil its obligations under this Section 16 within a reasonable period of time, the Customer may give Componenta written notice specifying a reasonable date by which they shall be fulfilled.

Should Componenta not have fulfilled its obligations within the said deadline, the Customer may, at its choice,

- commission new Parts or the necessary repair/reworking of Parts by a third party at the expense of Componenta, on the condition that the Customer acts reasonably in such commissioning, or
- demand a reasonable price reduction.

If the non-conformity of a Part is substantial, the Customer may terminate the Agreement in part with immediate effect in respect of the nonconforming Parts and claim damages for loss suffered in a maximum amount of fifteen per cent (15%) of the agreed purchase price (VAT 0%) for the non-conforming Parts.

DJ wheels and Maxx wheels are manufactured based on the technical specifications of Componenta. Componenta warrants that DJ wheels and Maxx wheels are free from defects in design, materials and workmanship for 24 months after selling. In case of a breach of this warranty, the provisions of this Section 16 shall apply.

Componenta's liability for non-conforming Parts is restricted as set out in this Section 16. This section 16 represents Componenta's sole liability and the Customer's sole remedies in respect of the supply by Componenta of non-conforming Parts.

Except as set out in these General Terms, all warranties, conditions and other terms implied by law or common law (if applicable) are, to the fullest extent permitted by law, excluded from the Agreement

17. Third party damages

If pursuant to Section 25 the Agreement is governed by English Law, the provisions of this Section 17 shall not apply and the provisions of paragraph 3 of Annex 1 shall apply in substitution for the provisions of this Section 17.

Should Componenta become liable to compensate a third party due to damages or loss suffered by such third party, the Customer shall compensate Componenta for any such damages, to the extent Componenta's liability is excluded as set out in these General Terms.

Componenta shall in no event be liable for damages or loss

- caused to immovable or movable property by a Part if the Part is in the possession of the Customer at the time the damage occurs, nor for any consequences of such damage; or
- caused by a Part if the damaged object is a product manufactured by the Customer or a product of which the product manufactured by the Customer form a part.

If a party receives a claim for damages by a third party, the receiving party shall immediately notify the other party thereof.

18. Force majeure

No party shall be liable for any failure to perform, or delay in performing, any of its obligations if and to the extent that the failure or delay is caused by a force majeure event provided that such failure or delay could not have been prevented by reasonable precautions. The time for performance of an obligation which is effected by a force majeure event shall be extended by a period which reflects the impact of the delay caused by the force majeure event.

Force majeure events are events being beyond a party's control and rendering the performance of an Agreement impossible or unreasonably onerous on the party in question, including without limitation strikes, lockouts, fire, war, acts of terrorism, mobilization, requisition, seizure, trade and currency restrictions, rebellion, riot, shortage of means of transportation, scarcity of raw material, natural disasters, restrictions on availability of energy or a failure or delay by a subsupplier due to the aforementioned reasons.

An event shall be considered a force majeure event only if it could not be foreseen at the time of the entering into of the Agreement between the parties.

A party invoking a force majeure event shall notify the other party thereof promptly, as well as of the cessation of the force majeure event. Notwithstanding any provisions contained in these General Terms stipulating otherwise, a party shall be entitled to terminate the Agreement by giving the other party written notice thereof if the force majeure event has delayed the performance of the Agreement by more than six (6) months.

19. Legal requirements

The Customer shall be responsible for the Parts meeting all mandatory legal and regulatory requirements in the relevant jurisdictions. The Customer shall inform Componenta of all relevant requirements in accordance with the aforesaid and shall indemnify and hold Componenta harmless in full for any damages or loss suffered by Componenta due to the breach by the Customer of its obligations under this Section 19.

20. No waiver

No waiver by a party of any breach of the Agreement between the parties shall be considered a waiver of any subsequent breach of the same or another provision of the Agreement.

21. Severability

If any provision of the Agreement between the parties is declared to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the parties. Without prejudice to the aforesaid, the parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of the Agreement.

22. Transfer of agreement and the use of subcontractors

The Agreement between the parties and the rights and obligations specified therein are binding only upon the parties and their respective legal successors and may not be assigned to any third party. Notwithstanding the generality of the aforesaid, Componenta shall be entitled to (i) assign the Agreement, in whole or in part, to any group company within the Componenta group and (ii) assign and transfer its receivables under the Agreement to a third party.

Componenta is entitled to use subcontractors.

23. Premature termination

Either party may terminate the Agreement between the parties with immediate effect

- in the event of a material breach by the other party of its obligations under the Agreement between the parties and the breaching party failing to remedy such breach within thirty (30) days of receipt of written notice specifying the material breach, or
- if the other party petitions for bankruptcy or is declared bankrupt, goes into liquidation or if a receiver is appointed for any part of the other party's business.

In addition to the above, Componenta may terminate the Agreement between the parties with immediate effect by written notice to the Customer in the event of a change of control of the Customer. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of the entity in question whether through the ownership of voting securities, by contract or otherwise and a "change of control" occurs if a person who controls the entity in question ceases to do so or if another person acquires control of it.

No other events entitle to premature termination.

In the event the Customer terminates an Agreement prematurely in accordance with the above provisions, the Customer agrees within one month from the termination of the Agreement to purchase the Parts that have been delivered but not yet paid and the finished Parts that are still in the supply chain of Componenta (including also the Parts in the inventory).

All the provisions of these General Terms that should due to their nature survive the termination of the Agreement between the parties shall survive the termination thereof.

24. Limitation of liability

If pursuant to Section 25 the Agreement is governed by English Law, the provisions of this Section 24 shall not apply and the provisions of paragraphs 2.14 – 3.4 of Annex 1 shall apply in substitution for the provisions of this Section 24.

In no event shall Componenta be liable for indirect, consequential or otherwise unforeseeable damages or loss, including without limitation loss of turnover or profits and damages due to reduction or interruption of production or business.

Componenta's liability for damages or loss of any kind in connection with deliveries of Parts to the Customer, whether in contract or tort or any other legal theory or consumer legislation, shall always be limited per each event to three hundred thousand euro (EUR 300,000) irrespective of the number of the claims arising from the event. This limitation of liability shall apply to all losses, damages or claims by the Customer towards Componenta. If the same defect appears in more than one Part, all of the Parts with the same defect shall

be considered one event for the purpose of establishing Componenta's liability.

25. Applicable law and dispute resolution and some jurisdiction specific provisions

25.1 Applicable law and dispute resolution in case of deliveries from Componenta group company established in Turkey

In case of deliveries from a Componenta group company established in Turkey, the respective Agreement shall be governed by and construed in accordance with the laws of Turkey excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. In case of deliveries from a Componenta group company established in Turkey any dispute that may arise between such Componenta group company and the Customer shall be finally settled by arbitration in Geneva, Switzerland in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall take place in the English language.

In case of deliveries from a Componenta group company established in Turkey, Section 25.6 will not apply.

In case the Agreement shall be governed by the laws of Turkey, the limitations set out in the Agreement shall not apply in case of willful misconduct or gross negligence.

25.2 Applicable law and dispute resolution in case of deliveries from Componenta group company established in the Netherlands

In case of deliveries from a Componenta group company established in the Netherlands, the respective Agreement shall be governed by and construed in accordance with the laws of the Netherlands excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. In case of deliveries from a Componenta group company established in the Netherlands, subject to Section 25.6, any dispute that may arise between such Componenta group company and the Customer shall be finally settled by arbitration in accordance with the rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut) in Rotterdam, the Netherlands. The place of arbitration shall be Rotterdam. The arbitration proceedings shall take place in the English language.

25.3 Applicable law and dispute resolution in case of deliveries from Componenta group company established in the UK

In case of deliveries from a Componenta group company established in the UK, the respective Agreement shall be governed by and construed in accordance with the laws of England excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. In case of deliveries from a Componenta group company established in the UK, subject to Section 25.6, any dispute that may arise between such Componenta group company and the Customer shall, unless otherwise agreed between the parties, be referred for final and binding award to arbitration in London before a sole arbitrator to be agreed between the parties or, in default of express agreement within 14 days of the nomination by any party of the arbitrator, to be appointed by the London Court of International Arbitration (LCIA).

The arbitration shall be conducted in accordance with the rules of the LCIA and all proceedings and documents in the arbitration shall be in the English language.

The arbitrator's award shall carry interest from the date of the award until the date of payment at the rate applicable to a judgment of the English court at the date of the award.

25.4 Applicable law and dispute resolution in case of deliveries from Componenta group company established in Belgium

In case of deliveries from a Componenta group company established in Belgium, the respective Agreement shall be governed by and construed in accordance with the laws of Belgium excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. In case of deliveries from a Componenta group company established in Belgium, subject to Section 25.6, any dispute that may arise between such Componenta group company and the Customer shall be submitted for final and binding arbitration to an arbitration tribunal comprised of three arbitrators appointed and deciding in accordance with the rules of the CEPANI. The arbitration procedure must take place in Brussels, Belgium, and must be conducted in the English language.

25.5 Applicable law and dispute resolution in all other cases

Except for the cases described above, all Agreements shall be governed by and construed in accordance with the laws of

Finland excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Subject to Section 25.6, any dispute that may arise between Componenta and the Customer shall, except for the cases described above, be finally settled by arbitration in Helsinki, Finland in accordance with the Arbitration Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland. The arbitration proceedings shall take place in the English language.

In case the Agreement shall be governed by the laws of Finland, the limitations set out in the Agreement shall not apply in case of willful misconduct or gross negligence.

25.6 Court proceedings initiated by Componenta

Without prejudice to the above provisions, Componenta shall be at liberty, but not under an obligation, to bring any action arising in connection with the Agreement before any competent court, including but not limited to the competent ordinary courts at Componenta's or the Customer's places of business. Componenta shall be at liberty to institute interim relief proceedings before any competent ordinary court or to request a competent arbitral tribunal to grant interim relief.

Annex 1

English Law Provisions

1 Retention of Title

1.1 In spite of delivery having been made in accordance with Section 12, no property in, or title to, any Parts delivered by, or on behalf of, Componenta shall pass from Componenta until the Componenta has received payment of the full price (including, without limitation, the amount of any interest which has accrued thereon) of:

- (a) All Parts the subject of the Agreement; and
- (b) All other goods supplied by Componenta to or for the Customer under any other agreement for the sale of goods whatsoever.

1.2 Notwithstanding that Parts (or any of them) delivered by Componenta to the Customer remain the property of Componenta, the Customer may sell or deal with such Parts strictly in the ordinary course of the Customer's business, but not otherwise. The Customer shall deal as principal when making such sales or dealings and shall keep the proceeds of such sale or dealing identified and separate from any other monies. Componenta shall be entitled to recover from the Customer the price of any Parts (plus VAT or any other relevant tax) delivered by Componenta notwithstanding that property in and/or title to any of the Parts has not passed from Componenta.

1.3 The Customer's right to possession of and to sell or deal in the Parts supplied by Componenta shall automatically and immediately terminate if the Customer enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of or over its undertaking or any part thereof, or documents are filed with a court for the appointment of an administrator of the Customer or a resolution is passed or a petition presented to any court for the winding up of the Customer. Componenta may also terminate the Customer's right to possession of and to sell or deal in the Parts by giving written notice of the termination of the same to the Customer. The Customer and Componenta agree that the Customer's right to possession of and to sell or deal in the Parts shall not terminate save as expressly provided in this paragraph 1.3.

1.4 In the event that the Customer's right to possession of any Parts terminates as set out in paragraph 1.3 Componenta shall be immediately entitled to exercise its right, hereby acknowledged by the Customer, to repossess and uplift the Parts and any other goods supplied to the Customer and thereafter to resell the same (and retain the proceeds) and for this purpose the Customer grants (and/or shall procure for) Componenta, (its agents, employees,

and other personnel) an irrevocable right and licence to enter any premises where the Parts, or any other such goods, are or may be stored with or without vehicles at any time.

1.5 On termination of an Agreement for any reason Componenta's and the Customer's rights contained in this paragraph 1 will remain in effect.

2 Warranty and Liability

Warranty

2.1 The Parts delivered by Componenta shall conform to the drawings and technical specifications provided by the Customer or to the initial sample agreed by the Customer for 12 months from delivery. DJ wheels and Maxx wheels are manufactured based on the technical specifications of Componenta. Componenta warrants that DJ wheels and Maxx wheels are free from defects in design, materials and workmanship for 24 months after selling. The below provisions apply also in case of a breach of such warranty regarding DJ wheels and Maxx wheels.

2.2 Componenta shall not be liable for any non-conformity of Parts due to faulty design by the Customer, patterns, fixtures or tools provided by or made for the Customer, or any raw material or component provided by or on behalf of the Customer. Nor shall Componenta be liable for any non-conformity of Parts due to a reason arising after the transfer of risk, e.g. failure to comply with working conditions specified in the Agreement, incorrect usage or installing of the Part, insufficient maintenance of a Part, or repair or reworking of a Part by the Customer without the written agreement of Componenta. Componenta's warranty under paragraph 2.1 shall not cover normal wear and tear.

2.3 In the event that Componenta is in breach of the warranty in paragraph 2.1, Componenta shall, at the option of the Customer:

- (a) credit the Customer with the price of the Parts recognised as not conforming to the technical specifications or initial sample, or
- (b) replace the non-conforming Part, or
- (c) rework or repair the Part so it conforms with the agreed specifications or initial sample.

Componenta fulfills its obligations under this Section by delivering, at the option of the Customer, a new or reworked/repared Part or by crediting the Customer with the price of the non-conforming Part.

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- 2.4 For the avoidance of doubt, if only a certain proportion of the Parts included in a delivery does not conform to the agreed technical specifications or initial sample, Componenta shall only be obliged to credit, replace, or rework/repair (in accordance with the Agreement) the non-conforming Parts.
- 2.5 Reworking or repair of a Part shall be carried out at a Componenta site, unless Componenta deems it more appropriate that the work be carried out at the Customer.
- 2.6 Notwithstanding the remedies of the Customer under paragraph 2.3, Componenta shall not be liable for:
- (a) any costs of operations performed on the non-conforming Parts or to be performed on the new or reworked/repared Parts by the Customer or any third party, including any treatments, machining or inspections; or
- (b) any cost of disassembly and reassembly of Parts and of elements separate from the Parts. The Customer shall (at its cost) disassemble the relevant Part prior to providing that Part to Componenta and shall be responsible for (at its cost) for the reassembly of the relevant product using the repaired or replaced Part provided by Componenta pursuant to this paragraph 2.
- 2.7 The Customer shall reject non-conformities as soon as they are discovered and request their replacement or reworking or a credit note (a) in the case of the non-conformities that are apparent upon inspection at the point of delivery, within fifteen (15) days of the actual delivery date, and (b) in the case of a latent defect, within 15 days of the latent defect having become apparent. Upon the expiration of the said deadlines, if the Customer has not given any notice of any non-conformities in the Parts, the Customer shall be deemed to have accepted the Goods and Componenta's obligation to repair, replace or credit the relevant Part under this Section 2 shall cease.
- 2.8 Componenta's obligations under this Section shall not apply should any repair, reworking or modification of Parts be carried out by, or at the request of, the Customer without the agreement of Componenta. Any such repair, reworking or modification shall be at the risk and cost of the Customer.
- 2.9 Should Componenta fail to fulfill its obligations under this Section within a reasonable period of time, the Customer may give Componenta written notice specifying a reasonable date by which they shall be fulfilled.
- 2.10 Should Componenta not have fulfilled its obligations within the said deadline, the Customer may, at its choice,
- (a) commission new Parts or the necessary repair/reworking of Parts by a third party at the expense of Componenta, on the condition that the Customer acts reasonably in such commissioning, or
- (b) demand a reasonable price reduction.
- 2.11 If the non-conformity of a Part is substantial, without prejudice to the remedies of the Customer under paragraph 2.3, the Customer may terminate the Agreement in part with immediate effect in respect of the non-conforming Parts and claim damages for loss suffered in a maximum amount of fifteen per cent (15%) of the agreed purchase price (VAT 0 %) for the non-conforming Parts.
- 2.12 Except as set out in these General Terms, all warranties, conditions and other terms implied by law or common law (if applicable) are, to the fullest extent permitted by law, excluded from the Agreement.
- 2.13 Subject to paragraph 2.14, paragraphs 2.1 to 2.12 represent Componenta's sole liability and the Customer's sole remedies in respect of the supply by Componenta of non-conforming Parts.
- Limitation of Liability**
- 2.14 The limitations and exclusions set out in this Agreement shall not apply (and no limitation or exclusion of liability shall apply) with respect to the liability of either Party:
- (a) for death or personal injury caused by the negligence of a Party or its directors, employees, agents or subcontractors;
- (b) for any fraud or fraudulent misrepresentation;
- (c) for breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) for defective products under the mandatory provisions of the applicable product liability law, including in England and Wales, the Consumer Protection Act 1987;
- (e) for any liabilities, fines, damages, costs and expenses for which the Customer provides an indemnity under Section 5 (Intellectual Property Rights); or
- (f) to the extent such limitation or exclusion is not permitted by law.
- 2.15 Subject to paragraph 2.14, in no event shall Componenta be liable to the other for any losses, liabilities, fines, damages, costs and expenses (**Losses**) arising under and/or in connection with the Agreement which are:
- (a) a loss of profit, goodwill, contract or business (in each case whether such loss is direct or indirect or consequential); and/or
- (b) any other indirect, special or consequential Losses.
- 2.16 Subject to paragraphs 2.14 and 2.15, the maximum aggregate liability of Componenta under and/or in

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connection with the Agreement (whether in contract, tort (including negligence) or otherwise), in respect of all acts, omissions (including negligence and/or any breach of contract) or breach of statutory duty of Componenta, its/their officers, employees, agents, contractors or sub-contractors, shall not exceed the greater of:

- (a) the aggregate amount that the Customer is obliged to pay Componenta under the Agreement; or
- (b) the actual amount paid by the Customer under the Agreement at the date of a claim; or
- (c) € 100,000.

When calculating whether the limits of the maximum aggregate liability set out in this paragraph 2.16 have been reached, any liquidated damages and other damages paid by Componenta pursuant to the provisions of the Agreement shall be included in such calculation.

3 Third Party Damages

3.1 Subject to paragraphs 2.14 and 2.15, Componenta shall indemnify and hold the Customer harmless in respect of and against any and all Losses incurred or suffered by the Customer resulting directly from any claim by a third party against the Customer or

any other party based on the mandatory provisions of the applicable product liability law (including in England and Wales, the Consumer Protection Act 1987) and arising out of any property damage, death and/or bodily injury caused to the third party by the Part delivered by Componenta to the Customer provided that Componenta is legally liable for such property damage, death and/or bodily injury. Notwithstanding the above, Componenta's liability to indemnify the Customer for such Losses shall be limited per event to three hundred thousand euro (EUR 300,000) irrespective of the number of the claims arising from the event. If the same defect appears in more than one Part, all of the Parts with the same defect shall be considered one event for the purpose of establishing Componenta's liability.

3.2 The parties state, for the sake of clarity, that Componenta is only liable to indemnify the Customer pursuant to paragraph 3.1 if Componenta is legally liable for the property damage, death and/or bodily injury incurred by the third party bringing the claim.

3.3 If the limitation on the liability of Componenta in respect of paragraph 3.1 is for whatever reason held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that provisions of paragraph 2.16 shall apply to any liability of Componenta in respect of paragraph 3.1.

3.4 If the Customer receives a claim for damages by a third party, the Customer shall immediately notify Componenta thereof.