



GENERAL PURCHASING TERMS

1. scope of application

The following terms and conditions of purchase apply to all contracts for deliveries and services between

Manthey-Racing GmbH,

its affiliated companies according to 15 AktG (German Stock Corporation Act) and natural or legal persons, unless they are consumers in the sense of § 13 BGB (German Civil Code).

2. acceptance of the conditions of purchase

The following Terms and Conditions of Purchase, as amended from time to time, shall apply to all deliveries and services ordered by us. Our terms and conditions of purchase shall apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from our terms and conditions shall not be recognized.

Our terms and conditions of purchase shall also apply to all future transactions with the supplier.

3. orders

Our orders and purchase orders are only binding if they are placed in writing. Purchase orders and orders placed by telephone or by e-mail shall only be effective if they are made stating an order number or a reference number assigned to the supplier. Any extension or amendment of our orders requires written confirmation to be effective. Orders are to be confirmed in writing by the contractor without delay.

The content, scope and specifications of the order shall be determined by the order form as well as any supplementary documents (drawings, files) submitted.

The parties agree that offers, unless otherwise agreed in writing, also apply to all companies affiliated with Manthey-Racing according to § 15 AktG.

4. product changes

If product or process changes occur during the production time of a product, the supplier has to inform Manthey-Racing. If the supplier fails to notify Manthey-Racing of the product or process changes, Manthey-Racing is entitled to either withdraw from the order or to claim damages caused by the failure to notify.

5. developments, rights to the work product

Insofar as development services are commissioned, the following provisions shall apply.

Subject to a more detailed agreement, the supplier grants Manthey-Racing the non-exclusive, irrevocable, spatially, temporally and content-wise unlimited, freely transferable and freely sublicensable rights of use to the work results. These are settled with the payment of the development costs.

The term work product in the sense of this agreement means all materials, data, information and other work products (including software in source and object code, data collections, methods, formulas, drawings, samples, designs, logos, regardless of whether they are embodied or not). The right includes the authority to revise and change the work result and to make it available to third parties for use against payment.

If innovations (inventions, technical improvement suggestions, etc.) arise in connection with the work results on the part of the supplier, the supplier is obligated to inform us about this and to submit all documents necessary for the evaluation of the innovations. As far as the innovations are protectable, only Manthey-Racing is entitled to file applications for industrial property rights to protect the results, unless Manthey-Racing waives this right in writing.

6. prices/payment conditions

Unless otherwise agreed, the agreed prices are fixed prices and binding. This also applies to blanket or call orders.

Invoices are to be sent to us by the supplier preferably in electronic form in compliance with the tax requirements to "kreditor@manthey-racing.de" stating the order number. Invoices may alternatively be sent by post.

Unless otherwise agreed, payment shall be made within 30 days without deduction.

7 Delivery/Delay in delivery

Agreed dates and delivery periods are binding. The receipt of the goods at the agreed place of receipt shall be decisive. If the delivery is not received on time and in full at the agreed place of receipt, we shall be entitled, after the fruitless expiry of a reasonable period of grace granted to the supplier, to withdraw from the contract and to claim damages for non-performance or compensation for our futile expenses. We shall also be entitled to these rights without setting a grace period if the supplier's performance can no longer be integrated into our order processing without reasonable delay or reasonable additional expense or is otherwise unreasonable.

If the supplier exceeds agreed deadlines and delivery periods, he shall automatically be in default without any further reminder on our part being required.

In the event of a delay in delivery, we shall be entitled to demand lump-sum damages for the delay amounting to 2% of the delivery value per completed week, but in total not more than 10% of the order value. Further legal claims remain unaffected by this. The supplier has the right to prove to us that no damage or a lower damage has been incurred as a result of the delay. The lump sum shall then be reduced accordingly.

We are entitled to refuse partial deliveries.

Unless otherwise agreed, delivery shall be "free domicile".

8. transfer of risk

Unless otherwise agreed, the risk of accidental loss and accidental damage, in particular loss or damage during transport of the goods, shall not pass to us until the delivery item is handed over to us at our incoming goods department.

9. warranty

The supplier warrants that his deliveries and services are free from defects in title or quality. A defect shall also be deemed to exist if, at the time of transfer of risk, the delivery item does not comply with the agreed technical data, the contractually agreed or customary purpose of use, the recognised rules of technology and the applicable statutory and official provisions, in particular approval regulations, occupational health and safety regulations and accident prevention regulations. Faultless quality and dimensions must be verified by the supplier through careful final inspection.

We are entitled to the statutory warranty claims in full. Irrespective of this, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or make a replacement delivery. In this case, the supplier shall bear the expenses necessary

for the purpose of rectifying the defect or replacement delivery, in particular also any inspection and sorting costs. We reserve the right to claim damages.

For the assertion of warranty claims, the supplier waives the defence of limitation for a period of twelve months from the expiry of the warranty obligation.

We accept goods received by us subject to inspection for freedom from defects, completeness and suitability. We shall be entitled to inspect the goods insofar as and as soon as this is feasible in the ordinary course of business. Any defects discovered shall be notified by us without delay. The supplier waives the objection of delayed notification of defects, § 377 HGB (German Commercial Code) does not apply.

10. non-assignment clause

Claims against Manthey Racing from the concluded contracts are only assignable with our written consent. This applies in particular to payment claims against us.

11. patent and property rights

The supplier warrants that the rights of third parties, in particular industrial property rights, are not infringed by the delivery or use of the delivered item.

The supplier shall indemnify us and our customers against all claims of third parties for infringement of such rights upon first request. This obligation shall apply for a period of ten years calculated from the conclusion of the contract.

12. retention of title

The simple retention of title of our supplier is recognized. Assignments made on the basis of an extended reservation of title and the assertion of the reservation of title beyond the concrete individual order shall not be recognised.

Insofar as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. In the event of processing or mixing, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.

13. samples, drawings, models

We only provide samples, drawings and models on loan. We reserve all property rights and industrial property rights. After completion of inquiries or orders, all samples, drawings, models are to be returned to us immediately, even without express request. These parts may not be made accessible or shown to third parties without our consent. The supplier must protect the documents and models provided with the same care with which he protects his own business secrets.

Goods which are manufactured using the above parts, drawings provided to the supplier by us or also by instructions from us may only be delivered to us and may only be shown to third parties with our express consent. This shall also apply if the supplier has procured tools, models and other items for the manufacture of the goods at his own expense.

14. producer liability

If a claim is made against us on the basis of manufacturer's liability due to a defect in the item delivered by the supplier, the supplier shall indemnify us on first demand against the manufacturer's liability resulting from the defect.

The supplier undertakes to take out a product liability insurance as well as a recall costs insurance with a lump sum coverage of at least EUR 2,000,000.00 and to prove this to us upon request. Our possible claims for damages are not limited to this sum.

15. data protection

If the Supplier obtains access to personal data in the course of providing the contractual services, it shall comply with the applicable data protection regulations, in particular it shall process personal data exclusively for the purpose of providing the contractual services. He assures that his employees will only have access to the data to the extent necessary. He assures to protect personal data according to the state of the art. In case of processing personal data, he will conclude an order data processing agreement with Manthey-Racing.

16 Place of Performance / Jurisdiction

Place of performance is Meuspath. Likewise, the place of jurisdiction for all disputes arising between the parties from the contractual relationship is agreed to be the court in Koblenz responsible for the location of our headquarters, Meuspath. However, we are also entitled to sue the supplier at his place of residence or business.

17. applicable law

The mutual obligations arising from the contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.