

Condiciones Generales de Compra – 02/07

§ 1 Validez

- (1) Todos los suministros, las prestaciones y las ofertas de nuestros proveedores se realizarán únicamente sobre la base de nuestras Condiciones Generales de Compra. Éstas son parte integrante de todos los contratos que celebremos con nuestros proveedores acerca de los suministros o servicios que ellos nos ofrezcan.
- (2) Las condiciones de negocio de nuestros proveedores o de terceros no serán aplicables, incluso aunque no nos hayamos opuesto específicamente en cada caso concreto a su validez. Aún cuando nos refiramos a un escrito que contenga las condiciones de negocio del proveedor o de un tercero o haga referencia a las mismas, no constituye una aceptación de la validez de aquellas condiciones de negocio.
- (3) Los acuerdos verbales requieren una confirmación nuestra por escrito para que sean efectivos.

§ 2 Pedidos y encargos

- (1) Tenemos la potestad de modificar en cualquier momento a través de un comunicado por escrito el día y lugar de la entrega, así como el tipo de embalaje.
- (2) Nuestros pedidos puede realizarse de las siguientes maneras: distribución del plan de entregas (electrónicamente / por fax), sistema kanban, e-procurement, pedidos SAP, formularios de pedido por escrito. Además de ello, nos reservamos el derecho a introducir en cualquier momento nuevas formas de pedido.

§ 3 Precios, condiciones de pago, datos de facturación

- (1) El precio que figura en el pedido es vinculante.
- (2) En ausencia de un acuerdo diferente por escrito, el precio incluye el suministro y transporte a la dirección de entrega que figura en el contrato, inclusive embalaje.
- (3) En la medida en que, de acuerdo con el acuerdo tomado, el precio no incluya el embalaje y el pago del embalaje que se haya puesto a disposición no sólo en concepto de préstamo, no se haya determinado de forma expresa, éste deberá ser calculado sobre el precio comprobable de coste. El proveedor se compromete a utilizar en la medida de lo posible embalajes que no dañen al medio ambiente, se puedan reciclar y sean económicos.
- (4) Serán válidas las condiciones de pago que se estipulen en cada uno de los pedidos. Para todas las condiciones de pago es válido como día de vencimiento la fecha de la recepción de la factura o la fecha de la recepción de la mercancía / prestación del servicio, dependiendo de qué fecha sea la posterior (la denominada fecha base de plazo de pago).
- (5) Los pagos se realizarán dos veces al mes, el día 1 y 15 de cada mes. Si estos días caen en festivo o en fin de semana, los pagos se realizarán al siguiente día laborable.
- (6) Por principio, deben utilizarse los formularios de pedido / confirmaciones de encargo que nosotros proporcionamos. En todas las confirmaciones de encargo, documentos de entrega y facturas que sean diferentes debe indicarse nuestro número de pedido, el número de orden de pedido, el número de artículo y la cantidad de suministro. En caso de que falten uno o más datos de este tipo, y por ello se retrase nuestra fabricación en el marco de nuestra actividad comercial normal, se prolongarán los plazos de pago mencionados en el apartado 4 o en las condiciones de pago por el tiempo igual al del retraso.

§ 4 Plazo de entrega y entrega, transmisión de peligro

- (1) El plazo de entrega indicado en el pedido (fecha o tiempo de entrega) es vinculante. Las entregas realizadas antes del plazo no son admisibles.
- (2) El suministrador tiene la obligación de informarnos inmediatamente cuando se produzcan o se revelen situaciones, de acuerdo con las cuales el plazo de entrega no se puede cumplir.
- (3) En caso de retrasos en el plazo de entrega, y después de haber enviado un aviso previo por escrito, tenemos el derecho a exigir al proveedor por cada semana iniciada de retraso en la entrega una pena contractual por un importe del 1,0%, máximo un 10% del correspondiente valor del contrato. La pena contractual se calculará sobre la base del perjuicio producido por el retraso que debe compensar el proveedor.
- (4) El proveedor tiene derecho a hacer entregas parciales solamente después de haber obtenido nuestra aprobación previa.

§ 5 Protección de la propiedad

- (1) Nos reservamos el derecho a la propiedad o derecho de autor sobre los pedidos y encargos que nosotros realicemos, así como sobre los dibujos, las ilustraciones, los cálculos, las especificaciones y otros documentos que haya puesto a disposición el proveedor. El proveedor no podrá dar acceso a ello a terceros sin nuestra autorización expresa, ni tampoco publicarlo, utilizarlo o difundirlo él mismo o a través de terceros. Debe devolvernos estos documentos y sus

posibles copias en su totalidad sin que sea requerido a ello cuando no las necesite para el funcionamiento habitual de su negocio o cuando las negociaciones no conduzcan a la formalización de un contrato.

(2) Las herramientas, las instalaciones y los modelos que pongamos a disposición del proveedor o que hayan sido elaborados con motivo del contrato y que nos hayan sido facturados separadamente por el proveedor, quedarán bajo nuestra propiedad o pasarán a formar parte de nuestra propiedad. El proveedor deberá identificarlos como propiedad nuestra, guardarlos con diligencia, asegurarlos frente a daños de todo tipo y utilizarlos sólo para el fin del contrato. El proveedor nos informará inmediatamente de los daños que hayan sufrido todos estos objetos, no sólo de los poco importantes. En cuanto sea requerido a ello, tendrá la obligación de entregarnos estos objetos en un estado aceptable cuando ya no los necesite para cumplir con el contrato que haya formalizado con nosotros.

§ 6 Derechos de garantía

(1) En caso de deficiencias nos corresponden los derechos legales sin restricciones.

(2) No renunciamos a los derechos de garantía por la recepción o aprobación de las muestras o pruebas presentadas

§ 7 Garantía del producto

El proveedor es responsable de todas las reclamaciones presentadas por terceros por daños personales o materiales que sean achacables a un producto defectuoso que él haya suministrado, y tiene la obligación de exonerarnos de la responsabilidad que resulte de ello. En caso de que se produzca un error causado por un producto suministrado por el proveedor, nosotros tenemos la obligación de iniciar frente a terceros un proceso de retirada del producto, asumiendo el proveedor todos los gastos que se deriven de la retirada.

§ 8 Derechos de protección

(1) El proveedor cuidará de que en relación con el servicio que ofrece no se perjudiquen los derechos de protección de terceros en países en la Unión Europea, América del Norte u otros países en los cuales fabrique o permita que se fabriquen sus productos.

(2) El proveedor tiene la obligación de liberarnos de todas las reclamaciones que presenten terceros contra nosotros sobre la base de la lesión de los derechos de protección empresariales mencionados en el apartado 1, y permitirnos llevar a cabo todas las acciones necesarias en relación con esta reclamación de derechos. Este derecho existe independientemente de un reconocimiento de culpabilidad del proveedor.

§ 9 Confidencialidad

(1) Durante los 5 años posteriores a la celebración del contrato, el proveedor tiene la obligación de mantener la confidencialidad sobre las condiciones del pedido, así como también sobre todas las informaciones y documentos (a excepción de las informaciones de acceso público) que se hayan puesto a su disposición para este fin y solamente los podrá utilizar para cumplir con el pedido. Nos los devolverá inmediatamente a demanda una vez se hayan aclarado las dudas o se hayan completado los pedidos.

(2) Sin nuestra autorización previa y por escrito, el proveedor no podrá mencionar nuestra relación comercial en el material de publicidad, catálogos, etc. ni exponer los objetos que fabrica para nosotros.

(3) El proveedor obligará a sus empresas subcontratadas a cumplir lo expuesto en este § 9.

§ 10 Cesión

El proveedor no tiene el derecho a ceder a terceros las pretensiones que emanan de la relación contractual. Esto no es aplicable en la medida en que se trate de pretensiones económicas.

§ 11 Varios

El proveedor, sus colaboradores y socios contractuales deben observar nuestras reglas éticas (www.jci.com/corpvalues/ethics.htm), así como nuestros principios de durabilidad (www.jci.com/sustainability.asp).

§ 12 Lugar de cumplimiento, jurisdicción competente, derecho aplicable

(1) El lugar de cumplimiento para ambas partes y la jurisdicción competente exclusiva para todos los litigios que deriven de la relación contractual es Hannover.

(2) Los contratos que se celebren entre nosotros y el proveedor están sujetos al derecho de la República Federal Alemana excluyendo el convenio sobre la compra de mercancía internacional.

General Terms and Conditions of Delivery – 10/2007

1. Scope of validity

- 1.1 The following terms and conditions apply to all sales, supplies and services (hereinafter uniformly “Deliveries”) of VB Autobatterie GmbH & Co. KGaA, Johnson Controls Autobatterie GmbH and Johnson Controls Hybrid and Recycling GmbH and their subsidiaries. They are applicable to companies, corporate bodies under public law and special assets under public law (customers). By unchallenged acceptance of the general terms and conditions, the customer declares agreement with the sole applicability for the respective delivery and for all subsequent business activities.
- 1.2 We do not honour other terms and conditions, unless we have expressly accepted them in writing.
- 1.3 Oral agreements, before or in the course of contract conclusion, require our written confirmation to become effective.

2. Offer, Identifications, Guarantees and Conclusion of the Contract

- 2.1 Our offers are subject to change.
- 2.2 Contract documents such as illustrations, drawings and weight specifications are without engagement and only become a binding constituent of the contract when we expressly confirm the latter in writing.
- 2.3 Data on the composition and durability only applies as guaranteed if it has expressly been defined as such. The same applies to the acceptance of supply risks.
- 2.4 The contract is only binding upon our written confirmation of order. Oral agreements before, or in the course of contract conclusion, require our written confirmation to become effective.

3. Delivery, Delivery Periods, Delivery Delays, Packaging and Passing of Risk

- 3.1 Our written order confirmation is decisive for type and complexity of the delivery. Partial supplies and the respective billing thereof is permissible in reasonable quantities.
- 3.2 Delivery times are only binding if they have been agreed upon in writing. The delivery period begins with the dispatch of our order confirmation, however not before clarification and execution of all the essential questions pertaining to the activities to be completed by the customer in connection with the order. The delivery period by no means begins before the documents to be provided by the customer are obtained, the instalment due is received or the release order agreed upon has been settled by the customer. If the customer is in delay with the release order we reserve the right to ship the goods against invoice or to store the goods and to invoice the customer with the accrued charges at the customary rates.
- 3.3 Delivery is only possible if the credit line of the customer is not exceeded.
- 3.4 The delivery period has been complied with if the goods have left our plant or warehouse before expiry of said period, or our readiness for delivery has been notified.
- 3.5 Force majeure and other unforeseen events beyond our control, which cannot be eliminated at reasonable expense and which may jeopardise a smooth conclusion of the contract, particularly traffic and operational disorders, strikes, material and energy shortage, measures of state authorities as well as import and export restrictions, release us from our obligations to fulfil the contract for the period and complexity of such impediments. This also applies when our sub-contractors are affected by these incidents. We cannot be held responsible for the above incidents if they occur in the course of a delay already experienced. If, by no fault of our own, the fulfilment of the order is entirely or partially jeopardised by the above mentioned incidents or becomes impossible, we are entitled to completely or partially withdraw from the contract. In such a case we reimburse excess payments already received from the customer without delay. We inform the customer immediately when such hold-ups occur, and again as soon as they have been eliminated.
- 3.6 Shipping and packaging is executed at the best of our knowledge. Unreserved acceptance of the goods by the forwarder or the carrier provides proof of unobjectionable packaging. If not otherwise agreed upon in writing, we send our goods at the risk and cost of the customer.
- 3.7 When the goods are sent to the customer the risks of accidental loss and deterioration of the goods pass over to the customer upon handover to the person in charge of transportation – no matter who bears the transportation costs – latest, however, upon leaving the plant or the warehouse. If shipping is delayed upon request of the customer or for reasons beyond our control, the risk passes over to the customer as soon as the latter has received notification of readiness for shipping.
- 3.8 Re-usable pallets, special crates and other special packaging remain our property and are to be returned to the sender, carriage paid, without interim utilisation. If these items are not returned within eight weeks after delivery we are entitled to invoice the customer in this respect.
- 3.9 Complaints with regard to transportation delays, deficiency or transportation damage are to be submitted to our forwarder and carrier immediately with respective information sent to us.
- 3.10 We are not committed to deliver third parties at the behest of the customer.

4. Warranty, Obligations of the Customer when giving Notice of Defects received from the latter’s own Customers and Liability

- 4.1 Guarantee claims of the customer imply that said customer has fulfilled the examination obligations and requirements to give notice of defects as demanded by law. The detection of defects must be reported to us without any further delay – in the case of obvious defects latest, however, within a fortnight after receipt of the goods – in writing with a precise definition of the defect and the invoice number. This applies correspondingly in the case of incompleteness of goods. Documents, samples, packing slips and/or defect

- goods are to be returned to us upon request. Claims of customer resulting from defects or incompleteness of delivery are excluded should these obligations not be complied with.
- 4.2 If the goods prove to be defective we will either, as we deem fit, make improvements or supply goods without defects. Upon agreement with the customer we can take the goods back and reimburse the purchase price. Missing items are, in as far as possible, delivered subsequently. We reserve the right, upon agreement with the customer, to issue a credit note. We bear the liability for replacement deliveries and repair work to the same extent as for the goods delivered originally; the guarantee period starts anew for replacement deliveries. According to the legal provisions, the customer is entitled to withdraw from the contract or to a reduction of price should subsequent fulfilment fail.
 - 4.3 § 478 BGB is not affected. The customer is entitled to claims for damages pursuant to number 4.9. The customer is committed to inform us without any delay whatsoever about any defect notice received from a subsequent customer involving our delivered item. If the customer does not comply with this obligation, the said customer's claims for damages are forfeited as are the claims for compensation of expenses pursuant to § 478 BGB.
 - 4.4 We cannot honour claims arising from marketing statements of our customer made to the subsequent customer or which are drawn up in customer's promotion material for which our prior agreement has neither been solicited nor given.
 - 4.5 Should our customer revert to recourse for expenses incurred due to a notice of defects of the subsequent customer (§ 478 BGB) we only compensate expenses amounting to a comparative type of subsequent fulfilment. We do not compensate expenses that result from subsequent transportation of the goods to a location other than the branch of the customer, unless this transfer complies with the intended use of the goods.
 - 4.6 Furthermore, customer claims for recourse against us (§ 478 BGB) only apply provided the customer has not concluded agreements going beyond the legal claims for defects with the subsequent customer.
 - 4.7 Claims for damages of third parties arising from the purchase of the goods pending subsequent delivery or from third parties engaged to carry out the subsequent repairs may only be asserted by recourse according to § 478 BGB if the customer granted us adequate time for subsequent fulfilment and this time has lapsed without success.
 - 4.8 In the case of recourse according to § 478 BGB we only bear the burden of proof towards the customer that the defect did not already exist before transfer of risk to the customer for a period of 6 months from handover to said consumer – if not more than 12 months have lapsed between this transfer of risk and the further sale by the customer.
 - 4.9 We are fully liable and bound to the product liability law, in cases of express acceptance of a guarantee or purchase risk and for wilful or grossly negligent breach of duties. We are also fully liable for wilful or grossly negligent harm to life, body or health. We are only liable for the violation of essential contractual obligations (cardinal) in the case of careless damage to material and assets, or if we have abused confidence in a particular manner, however, limited to typical contract damages foreseeable upon conclusion of the contract.
 - 4.10 We are not liable for damages of any kind that result from faulty or improper handling, excessive strain, unsuitable operating materials, disrespect of the handling, inspection and storage instructions for our products, natural wear and tear or other influences, unless we are responsible for the latter. The same applies should the customer or third parties undertake changes or provide improper maintenance for the goods we have delivered.
 - 4.11 If the buyer is entitled to demand compensation for damages in lieu of performance or to withdraw from the contract, he is committed to declare, upon our demand and within a reasonable time, whether he will avail himself of this right. Should the customer not provide such declaration within the period stipulated or if he insists on performance, he may only exercise these rights after a lapse in vain of a further reasonable extension of time.
 - 4.12 If the buyer unjustly reprimands the existence of a defect, we are entitled to charge said buyer with the expenses incurred at a reasonable rate.
 - 4.13 Demands for defects are time-barred 12 months after the transfer of risks. The same applies to defects of title. In the case of wilful breach of duty, claims arising from impermissible handling, lacking guaranteed properties, transfer or exercise risks and the damage to persons, the statutory periods of limitation §§ 438, Section 3 and 479 BGB remain unaffected.
 - 4.14 Claims for damages going beyond the liability, as mentioned and drawn up under paragraph 4, are excluded – no matter for what legal reason such claims have been asserted.
 - 4.15 The aforementioned limitations of liability apply for reason and amount also in favour of our legal representatives, employees and other vicarious agents.
 - 4.16 Regardless of the aforementioned, we by no means bear the liability for indirect damage as, for instance, loss of profit.
- 5. Prices, Terms of Payment and Default**
- 5.1 Unless otherwise agreed upon in writing, prices are valid on the day of delivery.
 - 5.2 The receipt of payment on our account is decisive for adherence to terms of payment. Payment by draft is only permissible upon prior agreement. Drafts and cheques are accepted by us as conditional payment and only apply as payment upon full redemption. Discounts are not granted for payment made by draft.
 - 5.3 The customer is in default if the reminder which is drawn up on due payment date is not settled upon receipt. The customer is also in default when he does not settle payment on certain dates as agreed upon

- in the contract. The legal regulation according to which the customer is automatically in default latest 30 days after receipt of the invoice or similar demand for payment remains unaffected.
- 5.4 We are entitled to set off payment requests against the receivables outstanding longest.
 - 5.5 In case of default we are entitled to demand interest for default amounting to 8 percent annually above the respective bank rate of interest (§ 247 BGB). We reserve the right to provide proof of higher interest rates.
 - 5.6 We are not committed to fulfil the contract before the buyer has fulfilled the obligations arising from other contracts with us, particularly regarding the payment of invoices still due.
 - 5.7 The buyer may only set off against such demands or retain payment in such regard as has been confirmed in writing or has been legally substantiated.
 - 5.8 If a considerable deterioration of the customer's assets is experienced which gives rise, under standard banking benchmarks, to doubt the financial solvency of the customer, or when payment dates are not complied with – even after a reasonable additional respite – we are entitled to deliver against cash in advance only, or against securities. Under the same prerequisites we can turn all receivables from the business relation into due immediately, provided the customer is liable for the payment default.

6 Retention of Title

- 6.1 We reserve the title to the goods delivered until all the receivables due from the business relation and receivables accumulating, no matter what the legal reason, have been settled. This also applies if payment of particularly mentioned receivables is received.
- 6.2 The customer is entitled to work and process our goods or their connection with other goods in the scope of orderly business operations. Working and processing reserved goods is carried out for us as manufacturer in the sense of § 950 BGB without committing us. We acquire co-ownership in the objects resulting from the processing or connection to safeguard our demands drawn up under sub-paragraph 6.1, and which the customer already assigns at this stage. The customer will store the items in which we have a co-ownership share free of charge. The share of this co-ownership is determined by the ratio of the invoice values which are contained in our product and in the item resulting from the processing or the connection at the point of time of processing or connecting.
- 6.3 We permit our customers, revocable, to sell to a subsequent customer in the normal course of business. This right lapses should payment of receivables cease. The customer already at this point cedes all the rights for receivables from subsequent sales and accessory rights; we hereby accept this surrender. For the subsequent sale of items in which we have acquired co-ownership according to sub-paragraph 6.2 the surrender is for that amount relating to the share of co-ownership. If the surrendered receivables are entered into a current invoice, the buyer already at this point cedes a share of the receivables from the current account with the business partner. The surrendered receivables are a security to cover all claims as drawn up under sub-paragraph 6.1.
The customer is entitled to collect the outstanding amounts, provided we do not revoke this power of authority. The collection authorisation lapses, even without express revocation, as soon as the customer stops payments. The customer has to inform us in writing and without delay upon demand whom the goods have been sold to and what receivables are due from said customer from this sale, and to issue, at own expense, notarised documents concerning the surrender.
- 6.4 The customer is not entitled to enter other acts of disposal for the goods subject to conditional sale or our co-ownership or the receivables of which have been surrendered to us – the customer may particularly not pledge the goods or pledge them as security. The customer must inform us immediately about any distraints by third parties, enforcement measures of third parties or other legal restrictions of the goods/receivables which we own completely or partly .
- 6.5 We are entitled, after an abortive expiry of an additional respite fixed by us, to demand restitution of the conditional goods, if the customer is in default with a demand for payment. The same applies if his financial status deteriorates considerably.
- 6.6 If the value of the securities exceeds the value of all the receivables due to us by over 20% we will immediately release such items of security as we deem fit and upon customers' demand.
- 6.7 We reserve the proprietorship and copyright to cost estimates, samples, drawings and other documents which we hand over to the customer in connection with the offer or our delivery; they may not be made available to third parties and are to be returned to us upon demand.

7. Data Protection

We are entitled to process, store or transmit the data received about the customer in connection with the business relation to a trade protection society, provided this is necessary for the purpose of the contract or to safeguard our justified interests and there is no reason to assume that a predominant interest of the customer meriting protection forbids the latter.

8. Utilisation of Brand Name

Our customer may only utilise the brand names protected for us in his promotion upon receipt of our prior agreement, according to our specifications, in their original layout and for unadulterated original goods. Our agreement may be revoked whenever we deem it necessary. The entire responsibility for the layout of said promotion is borne by the customer.

9. Governing Language

These General Terms and Conditions are drafted in German. They may be translated into any other language provided that the German text shall prevail.

10. Place of Performance, Venue and Applicable Law

- 10.1 The place of performance for all liabilities arising from the contractual relations is the location of the supplying plant or warehouse.
- 10.2 The exclusive venue is Hanover, Germany.
- 10.3 The contract is subject to the law of the Federal Republic of Germany excluding the legal standards of the conflict of laws and of the uniform UN Convention on Contracts for the International Sale of Goods (CISG).