

Additional Conditions
for Manufacturing Equipment (tooling) and Pattern
(following „Additional Conditions for tooling“)
of Johann Vitz GmbH & Co. KG

**for business in Germany,
European Union and Worldwide**

Issue: 2015-07

English translation – Non-binding version

These Additional Conditions for tooling have been prepared in German,
and may have been translated into other languages.

In case of a dispute, the German version shall have precedence.

01. Scope of validity, Definitions

- 01 These additional conditions apply in addition to our General Terms of Sales, Supply and Payment in the current version at the time of order acceptance. All conditions of our General Terms of Sales, Supply and Payment shall apply to such supplementary agreements.
- 02 Our deliveries and services are provided exclusively on the basis of the terms and conditions below.
- 03 The business terms and conditions of the partner, unless expressly recognized by us, have no validity.
- 04 If any part of these Additional Conditions for tooling be or become invalid, the validity of the remaining provisions shall not be affected.

02. General provisions

- 01 Full details of any verbal agreements will be immediately confirmed in writing by the contracting partners.

03. Invoicing of the manufacturing costs

- 01 Manufacturing costs for manufacturing equipment and pattern (tools, molds, templates, etc.) will, unless otherwise agreed, be invoiced separately from the goods to be supplied.
- 02 If the partner suspends or terminated cooperation during the period of manufacture of the manufacturing equipment or pattern, all manufacturing costs incurred at his expense.
- 03 The production costs for manufacturing equipment and patterns and final installment of the production costs will be charged after product release (term “product release” analogous VDA regulations).
- 04 If the product release is not given within 30 days after samples of the product, we are entitled to charge the cost of production.
- 05 An outstanding process release is an independent action, without affecting to the billing of production costs, and the due date of the invoice. Retention or right to refuse performance of the partner does not exist.

04. Maintenance, wear and tear

- 01 **The costs for maintenance and proper storage, together with the risk of damage to, or destruction of the manufacturing equipment will be borne by us.**
- 02 **The cost of a replacement of manufacturing equipment as result of wear and tear shall be borne by the partner.**
- 03 About a new preparation for wear and tear, the partners will be informed through an offer.

05. Use after completion of the manufacturing equipment

- 01 The manufacturing equipment remains, even if the partner has paid for them, at least until completion or Termination of supply agreement in our possession.

- 02 The partner is afterwards entitled to require the manufacturing equipment out if a mutual agreement to the time of its release was obtained, and the partner has fulfilled his contractual obligations in full.
- 03 **With publication the technical knowledge of the manufacturer embodied in this manufacturing equipment, is additionally to be compensated accurately to the full cost of the manufacturing equipment, but at least 50 % of the full cost of the manufacturing equipment.**
- 04 We will keep the manufacturing equipment free of charge for three years after the final delivery to our partner. We will then request our partner in writing to make known his views on their further use within 6 weeks.
- 05 Our duty of storage will end if, within these 6 weeks, no such statement has been made, or if no new order has been given.

06. Partner protection agreement

- 01 Purchaser-related manufacturing equipment which has been correctly paid, may be used by us only with the prior written agreement of our partner for supply to third parties.

07. Payment

- 01 Invoices for manufacturing equipment and pattern are due within 30 days net from date of invoice.

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