

	GENERAL TERMS AND CONDITIONS OF BUSINESS imk automotive GmbH	FB 03/01-03/00 Stand 03 -08/2015 Page 1 of 1
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I. General

The imk automotive GmbH (hereinafter referred to as "imk") performs exclusively on the basis of these General Terms and Conditions of Business. Divergent agreements as well as customer's terms and conditions shall only apply in the event that imk has explicitly acknowledged them in writing.

II. Scope of Supplies and Services

(1) The scope of supplies and services shall be governed by the mutual written agreements. If no such agreement exists, the scope of supplies and services shall be governed by the imk order confirmation or, should such confirmation not be issued, by the written customer order.

(2) Any modifications and supplementations must be in writing to come into effect. Should no written agreement on this matter exist, any and all modifications and supplementations resulting from operations of imk in the area of software development shall change the scope of supplies and services, given that such modifications and supplementations result in an improvement of the supplies and services originally ordered by the customer.

(3) Any and all drawings and other documents relating to offers shall be immediately returned if the respective order is not placed. Furthermore, the contractual parties shall refrain from disclosing any documents provided to them within the scope of the contractual relationship to third parties without the approval of the respective other contractual party, unless such third parties were coincidentally assigned with the provision of supplies or services.

(4) As far as the specified scope of supplies and services comprises software products, the customer shall be granted a non-exclusive and non-assignable right of utilisation in the absence of a written agreement to the contrary. The copyright for such software as well as for any and all documents related thereto, particularly with regard to documentation, shall remain with imk.

III. Performance

As far as possible, the contractually agreed services are to be carried out on the imk-owned production site. If, within the scope of contractual obligations, imk personnel are engaged at a customer's site, there is no authority granted to the customer to give directions or instructions to the personnel.

IV. Price

If an agreed fixed price includes software development work, imk may require a price adjustment, when a change or an extension occurs within the scope of services in accordance to Section II (2).

V. Reservation of Title

All supplied goods shall remain the ownership of imk until the settlement of all claims due to imk arising out of the business relationship on the account of the customer. No pledging or transfer by way of security is permissible. With regard to cases of sale, which are permissible in the ordinary course of business, the customer shall thereby transfer his claims for settlement of the purchasing price or claims for compensation for work brought forward against his respective purchasers to imk. Should the value of all security interests exceed the value of the secured claims on behalf of imk by more than 25%, imk shall release a respective share of the security interests upon request by the customer.

VI. Terms of Payment

All prices are net prices in Euro exclusive value added tax (VAT). Unless otherwise indicated, the invoice total is due to be paid within 10 days on receipt of the invoice without deduction. Payments become effective only when the amount is definitely disposable on any bank account of the imk automotive GmbH.

VII. Delivery Periods for Supplies and Services

(1) The compliance with periods by imk shall be subjected to the gratuitous provision of all documents and devices required for the performance of the specified supplies and services by the customer. As far as this is required for the attainment of the desired performance, the customer shall be obliged to provide imk with respective information.

(2) Should imk be impeded in the performance of the specified supplies and services due to the customer's failure of cooperation, particularly as regards any failure to furnish documents, information, devices, etc., to imk in time, any specified periods shall be prolonged accordingly. The same shall apply to any further events for which neither imk nor its sub-suppliers can be held responsible. imk shall be obliged to inform the customer of such events.

VIII. Mounting Services

(1) Should mounting services be embedded in the scope of supplies and deliveries contracted with imk, the customer shall, at his own costs, provide the required auxiliary personnel as well as all required objects, materials and operating resources. Furthermore, the customer shall provide for the possibility of storing machine components, materials and tools on the mounting site.

(2) Prior to the commencement of the mounting works, the customer shall furnish imk with the required information on the locations of concealed current, gas, water and similar line routings as well as with the required static data without prior request.

(3) Should the erection, mounting or commissioning process be delayed on the grounds of circumstances attributable to the customer, the customer shall bear the costs for waiting times and additional accrued journey expenditures on behalf of imk personnel within a reasonable scope.

(4) imk shall not be held liable for the behaviour of its personnel or vicarious agents/servants if such behaviour does not stand in connection with the performance of the contractually specified supplies and services. Liability by imk is particularly excluded for any works carried out by such personnel or vicarious agents/servants on account of the customer.

IX. Right of Termination

Should the customer cause delays in required cooperation actions, without the implementation of which imk cannot fulfil its contractual performance, or delays in payments, and such actions or payments are not made up for within a reasonable period of grace granted by imk under the threat of contractual termination, imk shall be entitled to terminate the contract with immediate effect. In the case of such termination, the customer shall be obliged to pay the specified compensation to imk reduced by any saved expenditures.

X. Acceptance, Passing of Risks

(1) Upon request by imk, an acceptance procedure regarding the specified supplies or services shall be carried out on the basis of a written acceptance protocol. Individual acceptance procedures may be requested for independent partial supplies or services. Each acceptance causes the transferal of risks for the accepted (partial) supplies and services.

(2) Should no acceptance procedure be carried out on the basis of a written acceptance protocol, the risks for the supplies and services delivered or rendered by imk shall be transferred to the customer upon his initial utilisation of the supplies and services delivered or rendered by imk.

XI. Warranty

(1) imk guarantees that the result of the performance will meet the recognised current rules of technology at the time when the contract is concluded. If imk's delivery or service is faulty, then imk's warranty is limited to subsequent improvement. If the rectification of defects within an appropriate period has failed, the customer is entitled alternatively to claim the reduction of the agreed remuneration or the rescission of the contract.

(2) The imk warranty assumes that the customer gives written notice of open defects, existing at the time at which the risk passes, immediately after the risk has passed; defects that occur later are to be notified of without any delay after their detection.

(3) The warranty period is 6 months from the date of the conveyance of risks.

XII. Damages

Any and all claims for damages of any kind, particularly claims for damages brought forward on the grounds of positive breach of obligation, warranty, delay and unlawful acts, and especially claims for damages for consequential harms caused by defects, shall be excluded. This provision shall not be valid if imk, its legal representatives or vicarious agents/servants are imputed with intent or gross negligence or if the supplies or services delivered or rendered by imk lack warranted characteristics or if faults are concealed fraudulently.

XIII. Self-delivery clause

imk reserves the right to accurate and timely self-delivery.

XIV. Jurisdiction

The place of jurisdiction shall be the seat of imk; at imk's choice legal action may be brought about at the customer's statutory place of venue as well.