

1. Scope

1.1 All goods delivered, services provided and offers submitted by the company to commercial parties or public-law legal persons or special funds under public law are done so solely on the basis of these General Terms and Conditions. These General Terms and Conditions are a component part of all agreements the company concludes with its contractual partners (also referred to here as "Clients" or "Customers") in relation to the goods or services it offers. They also apply to all future goods delivered, services provided and offers submitted to the Client and do not require the conclusion of an additional agreement.

1.2 The general terms and conditions of the Client or third parties do not apply, even if the company does not reject said terms and conditions specifically. Even if the company refers to a document containing or referring to the general terms and conditions of the Client or of a third party, this does not constitute the acceptance of the validity of the general terms and conditions.

2. Offer and conclusion of the agreement

2.1 All offers made by the company are non-binding and without obligation unless explicitly referred to as binding or subject to a defined acceptance period. The company is entitled to accept orders up to fourteen days after receipt.

2.2 Any additions and amendments to concluded agreements, including these general terms and conditions of supply, must be made in writing in order to take effect. Apart from managing directors or authorised representatives, no other employees of the seller are permitted to conclude contradictory verbal agreements. Submission by fax or by email is sufficient to satisfy the requirement for the written form, provided that the copy of the signed declaration is transferred.

2.3 Unless otherwise agreed, the company's disclosures concerning the agreed goods or services (such as weight, dimensions, practical value, load-bearing capacity, tolerance and technical details) as well as our presentations of such information (such as in the form of drawings and charts) merely represent approximations unless more-detailed information is required to use the goods and services for the contractually agreed purpose. They do not constitute guaranteed quality characteristics, rather merely serve to describe or label the goods or services. Standard industry discrepancies and discrepancies that occur on the basis of legal requirements or constitute technical improvements are permitted, as is the replacement of components with parts of the same value, on the condition that this does not hinder the use of the goods or services for the contractually agreed purpose.

2.4 The company reserves the right to make changes to the design and form of the goods or services during the delivery period, provided such changes do not affect the suitability of the goods or services for the Customer's intended purpose.

2.5 The company reserves all rights of ownership, copyrights and other industrial property rights to all documents disclosed to Clients. The disclosed documents may not be used, in particular not duplicated or disclosed to third parties, outside of the scope of the contractual relationship without the express permission of the company. The Client must return all disclosed documents at the request of the company.

3. Maintenance / repair orders

3.1 If the Client does not define the scope of any maintenance or repair work for the deliverable, the company shall be free to define the scope of services at its own discretion and in consideration of the Client's interests. If it becomes evident in the processing of the order that maintenance is impossible due to defects shown by the deliverable, the company is entitled to invoice the Client for work carried out until this finding is made. If it becomes evident during the processing of the order that (continued) maintenance is not financially viable, the company will inform the Client immediately to arrange for a final decision to be made by the Client on further measures. If the Client decides not to continue with the order due to a lack of financial viability, the company is entitled to invoice the Client for all work carried out until that point and for the reimbursement of the expenses not included in the fee.

3.2 The company is not liable for errors or additional expenses resulting from incorrect documents, drawings, samples or other information provided by the Client.

4. Core deposit (turbocharger)

The company is obliged to pay out to the Client any full core deposits made if the Client supplies, within a period of six months following the delivery of the turbocharger by the company, a used turbocharger of the same model that is capable of being restored. Section 377 German Commercial Code (*Handelsgesetzbuch*; HGB) does not apply to the provision of used parts. The aforementioned right of the Client elapses without replacement if the used turbocharger of the same model that is capable of being restored is not supplied to the company within the specified time period; the company's claim against the Client regarding the supply of the used part also elapses at the same time.

5. Delivery and deadlines

5.1 Time periods and dates suggested for deliveries and service provision by the company only constitute approximate delivery or provision dates, unless a fixed time period or fixed date is set. If goods shipments have been agreed, the delivery periods and delivery dates refer to the point at which the shipment is handed over to the haulage firm, freight carrier or other third party assigned with the task of transportation.

5.2 Without affecting its rights relating to Client default of payment, the company may request an extension of the delivery or service provision periods or the postponement of the delivery or service provision periods for the time in which the Client fails to meet its contractual obligations to the seller.

5.3 The company is not liable for the failure to complete the delivery or for delays in delivery if said failure or delays are caused by force majeure or other events not foreseeable at the time the agreement was concluded (such as interruptions of operations of any kind; difficulties in acquiring materials or energy; transport delays; strikes; legal lockouts; shortage of employees, energy or raw materials; difficulties in obtaining necessary official licences; official measures; or failed, incorrect or delayed deliveries from suppliers), for which the

company is not responsible. If such events make it extremely difficult or impossible for the company to provide the goods or services and this hindrance is not temporary, the company is entitled to withdraw from the agreement. In the case of temporary hindrances, the delivery or service provision periods are extended or postponed by the period of time of said hindrance, plus appropriate lead-in time. If the delay makes it unreasonable for the Client to accept the goods or services, the Client may withdraw from the agreement by notifying the seller immediately of this intention in writing.

5.4 If the company is delayed in providing goods or services or is unable to do so, the company is only liable for compensation for damages to the extent defined in Section 10 of these General Terms and Conditions, irrespective of the reason.

5.5 If the shipment of goods or the acceptance of a contractual service is delayed for reasons for which the Client is responsible, the Client undertakes to bear all costs arising from the delay.

6. Place of fulfilment, shipping, transfer of risk

6.1 The place of fulfilment for all obligations based on this contractual relationship is the registered office of the company, unless otherwise agreed. If the company is also responsible for installation, the place of fulfilment is the place at which the installation is to take place in accordance with the contractual agreement.

6.2 The company shall select the shipping method and packaging at its own discretion.

6.3 The risk associated with the shipment is transferred to the Client once the deliverable is handed over (at the start of the loading procedure) to the haulage firm, freight carrier or other third party assigned with the task of transportation. This also applies in the case of partial deliveries or if the company is responsible for other services (such as shipping or installation). If shipping or the handover is delayed due to circumstances within the Client's control, the risk is transferred to the Client from the day on which the deliverable is ready for shipping and the company has notified the Client of this fact.

6.4 The Client bears the cost of storage following the transfer of the risk.

6.5 The company only insures a shipment against theft, breakage, damage during transport, fire damage and water damage or any other insurable risks if the Client explicitly requests such insurance.

7. Prices and terms and conditions of payment

7.1 Prices apply for the scope of services and supply listed in the order confirmations. Additional or separate services will be invoiced separately. Prices are stated ex works in euros, excluding packaging and statutory value-added tax, as well as customs duties, fees and other public fees.

7.2 If the company accepts (used) parts in return for payment, the price offered by the company for these parts only applies if they are capable of being restored.

7.3 If the agreed prices are based on the company's listed prices and the goods or services are to be supplied more than four months after the conclusion of the agreement, the listed prices of the company valid at the time of delivery apply.

7.4 The company may increase offered prices by an appropriate margin if the company's production costs (particularly the costs of materials and personnel) have increased unforeseeably and unavoidably between the conclusion of the agreement and the provision of the goods or services. In this case, the company will inform the Client immediately after becoming aware of the price increase. The Customer is entitled to withdraw from the contract within a period of two weeks after receiving this information, provided the contractual service has not yet been performed.

7.5 The company is entitled to only supply outstanding goods or services in return for an appropriate deposit or guarantee; this particularly applies to material-intensive orders or long-term contractual services or if the company becomes aware of circumstances that may significantly lower the Client's credit rating and that could jeopardise the Client's ability to settle outstanding receivables of the company on the basis of the respective contractual relationship (including those from other individual orders, to which the same master agreement applies).

7.6 Invoices are to be paid by the Client without deduction within a period of 14 days unless otherwise agreed in writing. The relevant date in this respect is the date the payment is received by the company. Cheques are only valid as payment once they have been cleared. If the Client fails to make a due payment, interest will be charged on the outstanding amounts from the due date onwards in accordance with legal provisions; this does not affect the company's right to charge further interest and make further claims for damages in the event of default.

7.7 The Client is only entitled to assign claims from agreements with the company with the advance written permission of the company.

7.8 Discounts on invoice amounts are not permitted unless otherwise explicitly agreed. Cheques and bills of exchange from the Client are only accepted by the Company on account of payment if agreed in advance, subject to the prompt and orderly crediting of amounts. The Client is responsible for bearing all collection and discount charges.

8. Right of lien – enforcement – idle fee

8.1 The company is entitled to exercise its right of lien on all of the Client's goods which are processed by the company with the knowledge and permission of the Client. The right of lien applies to all company receivables which also fall under the scope of retention of title in accordance with Section 11.

8.2 If the Client is more than two months in default with a due payment, the company is entitled, after notifying the Client in writing in advance and setting a further notice period of four weeks, to enforce its right to the pledged assets and dispose of them by means of sale at auction and, if a valid market price exists, through direct sale at the highest price possible. Besides the primary receivable and the incurred interest, the company is also entitled to use the proceeds from enforcement to pay for the costs arising in relation to the liquidation. The Client is entitled to any further proceeds from enforcement.

9. Warranty

9.1 The warranty period applies for a period of one year from delivery or, if goods or services are subject to acceptance, from acceptance.

9.2 Delivered goods must be inspected carefully and immediately upon delivery to the Client or to a third party assigned by the Client. The goods are considered as having been accepted by the buyer in terms of obvious defects or other defects, which would become evident in an immediate and careful inspection of the goods, if the seller does not receive a written letter of complaint within seven working days of shipping. In terms of other defects, the deliverables are considered as having been accepted by the buyer if the letter of complaint is not received by the seller within seven working days of the point at which the defect was discovered; if the defect was evident for the Client under normal usage at an earlier point in time, this earlier point in time applies as the start of the defect notification period. A deliverable subject to complaint is to be sent back to the seller free of charge at the request of the seller. If the letter of complaint is justified, the seller shall reimburse the costs of the least expensive shipping method; this does not apply if the costs increase because the deliverable is located at a different location to the location of intended use.

9.3 If defects are determined in components made by other manufacturers, which the company is unable to rectify for licensing or technical reasons, the company will, at its discretion, exercise its warranty claims to the manufacturers and suppliers on behalf of the Client or assign these claims to the Client. Warranty claims against the company only exist in relation to such defects subject to the other requirements and in accordance with these general terms and conditions if the legal enforcement of the aforementioned claims against the manufacturer and suppliers was unsuccessful or offers no prospect of success, due to insolvency for instance. The statute of limitations is suspended regarding the warranty claims against the company on the part of the Client for the duration of the legal dispute.

9.4 The warranty expires if the Client alters the deliverable or arranges for it to be altered by a third party without the permission of the company and this alteration makes rectifying the defect either impossible or unreasonably difficult. In any case, the Client must bear the additional costs of rectifying the defect caused by the alteration.

9.5 Statutory recourse claims on the part of the Client only exist to the extent that the Client itself has not reached any further agreements with its buyer above and beyond statutory defect claims and rights.

9.6 No warranty is offered for material defects in relation to used goods deliveries agreed with the Client and performed by the company.

9.7 If an inspection fails to reveal any defects falling under the scope of this warranty, the company shall charge for the costs of the inspection and, if applicable, repair work in accordance with its valid cost rates; in this case, the costs for sending the goods subject to the complaint are not refunded and the goods are returned to the Client at its expense and risk.

9.8 If the Client requests the tuning of deliverables or the processing of classic car parts, the company's liability for material defects is limited to the orderly completion of this work. The company is only liable for a certain result if this is agreed in writing in advance between the parties.

9.9 In order to maintain the warranty claims, it is necessary to send the goods for which a complaint is to be registered to the company. The goods must be designated as a warranty case. In addition, the customer is obliged to describe, at least in text form, the manifestation of the alleged defect. The warranty form made available by the company should be used or this purpose. The designation of the goods serves to distinguish incoming mails relating to complaints and incoming replacement parts for regeneration. Sending the goods for which a complaint is to be filed entitles the applicant to a written report on the findings, including a statement in technical terms on the cause of the alleged defect.

9.10 Objections to our reports on findings are to be sent in text form to the company within 6 weeks of receipt of the findings and should include a technical justification. Complaints submitted at a later date do not need to be taken into account out-of-court by the company.

10. Compensation for damages

10.1 The company's liability for compensation for damages is limited to the extent defined in Section 10, irrespective of the legal basis of the claim, but particularly those exercised on account of impossibility, delay, inadequate or incorrect delivery, breach of contract, breach of duties during contractual negotiations and unlawful acts, insofar as there is a question of culpability in each case.

10.2 The company is not liable for cases of simple negligence on the part of its bodies, legal representatives, employees or other vicarious agents, unless the matter concerns the breach of significant contractual obligations. Significant contractual obligations include the obligation to promptly deliver and install the deliverable, the absence of defects that significantly impair the deliverable's functionality or fitness for purpose, as well as advisory and protective duties and duties of care that are intended to allow the Client to use the deliverable in accordance with its contractually agreed purpose or are geared towards physically protecting the Client's personnel or property from major damages.

10.3 If the company is essentially liable for compensation for damages according to Section 7.2, this liability is limited to damages foreseen by the company at the conclusion of the contract as a potential consequence of a breach of contract or damages that should have been foreseen if prudent judgement had been exercised. Indirect damages and subsequent damages resulting from defects to the deliverable are only eligible for compensation to the extent that such damages could have been expected as a result of the proper use of the deliverable. If part of the refundable damage comprises costs of installation and deinstallation of parts in motor vehicles or repair work, the company will consider compensation for costs amounting to up to €40.- net per working hour exclusive of the rate of value added tax applicable from time to time to be appropriate. It is further agreed that in the case outlined above, the appropriateness of the working times billed will be determined using software that is based on TecDoc from the company TecAlliance GmbH in its current version from time to time.

10.4 In the event that the company is liable for simple negligence, the company's duty to provide compensation for damages to property and resulting further pecuniary losses is limited to EUR 10 million (in words: ten million euros) per claim, even if the matter concerns a breach of a significant contractual obligation.

10.5 The above exclusions and limitations of liability apply by the same token to the seller's bodies, legal representatives, employees and other vicarious agents.

10.6 If the company provides technical information or acts in an advisory capacity and said information or advice does not fall under the scope of the scope of service the company is contractually obliged to perform, this shall take place gratuitously and with the assumption of no liability.

10.7 The limitations of liability above do not apply to the company's liability based on intentional behaviour, guaranteed quality characteristics, bodily injury, death or damage to health, or liability under the German Product Liability Act (*Produkthaftungsgesetz*, ProdHaftG).

10.8 If the company's liability is limited as above, claims exercised against the company elapse after a period of twelve months. This also applies to claims for defects for which the company is not responsible, provided said claims do not concern building structure or a deliverable that is normally used for a building structure and that has caused the defectiveness. The standard statute of limitations applies to all other claims. Actions of subsequent performance do not trigger a new statute of limitations.

11. Retention of title

11.1 The retention of title agreed as follows serves to secure all current and future receivables of the company against the Client from the supply agreement concluded between the contractual parties, including balance claims from a current account relationship solely concerning this supply agreement.

11.2 The title to the goods delivered to the Customer by the company remains with the company until the full payment of all secured receivables.

11.3 The Customer is entitled to process and sell the goods subject to retention of title until the enforcement event (Section 11.8) within the scope of ordinary business transactions. Pledging as collateral or transfer by way of security to third parties is not permitted.

11.4 If the goods subject to retention of title are processed by the customer, it is agreed that this processing shall take place in the name and at the expense of the company as the manufacturer and that the company shall acquire direct ownership or – if the processing involves materials from multiple owners or the value of the processed item is greater than that of the goods subject to retention of title – co-ownership in the newly created item in accordance with the ratio between the value of the goods subject to retention and the value of the newly created item. In the case that no such acquisition of ownership takes place at the company, the customer pre-emptively transfers its future ownership or – to the extent described above – co-ownership of the newly created item to the company as security. If the goods subject to retention of title are combined with other items to form a separate item or are irreversibly mixed and one of the other items is to be seen as the primary item, the Customer shall transfer, should the primary item belong to it, to the company its pro rata share of ownership in the separate item to the extent defined in sentence 1.

11.5 If goods subject to retention of title are sold on, the Customer pre-emptively assigns as collateral the resulting receivable against the buyer to the company – or, in the case that the company co-owns the goods subject to retention of title, on a pro rata basis in accordance with the ownership share. The same applies to other receivables that take the place of goods subject to retention of title or otherwise arise in relation to goods subject to retention of title, such as insurance claims or claims from unlawful acts in the case of loss or destruction. The company grants the Customer the revocable right to collect the receivables that have been assigned to the company in its own name. The company may only revoke this authorisation for collection in an enforcement event.

11.6 If third parties gain access to goods subject to retention of title, particularly through seizure, the Customer shall immediately notify said third party of the company's ownership and inform the company to allow the company to exercise its rights of ownership. If the third party is not in a position to reimburse the company for any legal or out-of-court costs arising in this respect, the Customer shall bear these costs instead.

11.7 The company will release the goods subject to retention of title and any items or receivables taking the place of these goods if the value thereof exceeds the value of the secured receivables by over 25%. The company is free to decide which goods are to be released.

11.8 Exercising claims of retention of title or any resulting, justified request to return goods on the part of the company only constitutes withdrawal from the contract if the company explicitly declares such a withdrawal.

12. Miscellaneous

12.1 If the Client is a commercial party, a public-law legal person or special fund under public law or does not have a place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes on the basis of the business relationship between the company and the Client shall be either the registered office of the company or the registered office of the Client, at the company's discretion. However, in the case of legal action against the company, the registered office of the company is the sole place of jurisdiction. This does not affect any legal requirements for sole places of jurisdiction.

12.2 The legal relationships between the company and the Client are solely subject to the laws of the Federal Republic of Germany; the United Nations Convention on Contracts for the International Sale of Goods does not apply.

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