

## Terms and Conditions for the Awarding of Services and Design Contracts

from Automotive Lighting Reutlingen GmbH – hereinafter referred to as ‘AL’ – as a supplement to the purchasing conditions

### 1. General

1.1. Services shall be performed by the Contractor's company: work shall be subcontracted to third parties only after approval by AL.

Insofar as employees of AL participate in the performance of the services, they shall be regarded as agents of the Contractor and, for the duration of their activities, shall be subject to his technical authority.

If the Contractor draws on third parties to fulfil contractual services, the Contractor shall use the core content of these Terms and Conditions as the basis of the Contract to be concluded with the third party.

1.2. The desired services, including their features and objectives etc., specified by AL, shall not release the Contractor from his responsibility to guarantee a technically faultless and economic solution. Should the specified service requests, features and objectives be incompatible with the latter, or if modifications or improvements to the content or scope of services appear to be necessary or purposeful for other reasons, the Contractor shall seek consultation with AL regarding the above matter in good time. Additional or modified services, performed without prior written authorization from AL, do not establish a contractual right.

1.3. If the use of industrial property rights or copyrights of third parties should become necessary for the execution of the Contract, or there is a danger of their becoming necessary, AL must be notified of this immediately.

1.4. Should a provision of this Contract become invalid, the validity of the other provisions of the Contract shall remain unaffected.

### 2. Performance

2.1. The agreed contents and scope of performance, including all documentation associated with the specifications, shall form the basis for the execution of services.

General state-of-the-art technology (including relevant DIN standards, VDE regulations etc.), applicable official and legal regulations, generally applicable specifications from professional associations, generally valid safety conventions and necessary safety precautions, including safety specifications from AL, must be observed. Design contracts must be performed in such a manner as to facilitate proper execution of maintenance and/or inspection work.

2.2. During the execution of the Contract, the Contractor undertakes to uphold the interests of AL and always to carry out an objective examination prior to performance of all tasks with which he has been entrusted (e.g. the selection of materials, accessories or parts). Where possible, the Contractor shall use components from the AL product range or – when performing design contracts – make provision for their use.

2.3. Any drawings, descriptions, calculations etc. that are prepared by the Contractor shall become the property of AL at the time of their production. Upon completion, the originals of such documents must be transferred immediately to AL.

Documents provided to the Contractor by AL must be treated with care and placed in safekeeping to prevent unauthorized access by third parties. These and any other documents prepared and acquired for the execution of the Contract (samples, drawings, sketches etc.) shall remain property of AL and must be transferred directly to AL at the completion of the Contract at the latest. AL reserves the rights to all documents placed at the disposal of the Contractor, even in cases where a patent is

granted or a design is registered. A right of retention on the part of the Contractor is excluded.

2.4. Insofar as the Contractor has been informed of the purpose of the work, the warranty of the Contractor shall also cover the suitability of the work for the designated purpose.

The obligation of the Contractor to contractual fulfilment and to warranty shall not be affected by the fact that AL inspects or approves parts of the work.

An acceptance of delivery shall only constitute official acceptance of the completed work, and not putting into operation or payment of the service.

### 3. Payment

3.1. For the services to be performed, the Contractor shall receive remuneration, the amount of which shall be agreed upon in the respective individual purchase order or at its conclusion. Prices agreed shall be fixed prices, unless an express agreement to the contrary has been reached in individual cases.

If payment is a non-fixed price based on an agreement in an individual case, and based on incurred, verifiable expenses, the Contractor shall guarantee the observance of the approved cost estimate amount (quotation).

Additional costs shall only be taken over by AL if they have been expressly approved by AL.

3.2. All services and rights of the Contractor are covered by the payment. Following acceptance of delivery, payment shall be due according to the agreed terms.

### 4. Work results/inventions

4.1. All products and results, as soon as they are created in the course of contractual work, including any inventions and rights of use and utilization in accordance with the Copyright Act, shall become the property of AL, to be used commercially or otherwise, free of rights and claims of third parties.

4.2. Insofar as is required with regard to the Employee Invention Act, the Contractor shall take appropriate action to ensure that inventions are transferred to AL without delay.

4.3 AL can, at its own discretion, apply for industrial property rights of any inventions resulting from the contractual work at home or abroad and follow up or abandon any resulting industrial property rights.

### 5. Secrecy

5.1. The Contractor undertakes to treat confidentially with respect to third parties all results achieved in the course of this contractual work, including all technical and commercial information related to this Contract received from AL, not to use them for purposes beyond the scope of this Contract, to include the period after the end of the Contract and until this information has become available to the general public through other means or AL has waived the secrecy provision in writing.

5.2. The Contractor shall not perform the service, or substantial parts thereof – insofar as it does not correspond to general state-of-the-art technology – for a third party in the same manner, or based on the same principles for a period of up to two years after the service has been performed.

5.3. The Contractor shall take all measures, according to circumstances, which are necessary to ensure secrecy, such as password-protected access, safekeeping of documentation, samples, data carriers under lock and key, and the division of other activities according to subject matter and physically. CAD data provided by and prepared for AL, or other automatically stored data, must be deleted by the Contractor without delay upon request or at the end of the Contract.