

# Autotest general business terms

## A. General terms

1. Supplies are provided only in accordance with the following business terms, even if, in the event of a continued business relationship, explicit reference is no longer made to them afterwards. These conditions shall not be changed, in particular, different commercial conditions of the buyer regarding orders or confirmations. The fact of leaving out, on our part, order confirmations that refer to different business conditions shall not be considered as their consent. By accepting our service, the buyer declares his agreement irrevocably with the exclusive validity of our purchase, payment and supply conditions. The purchasing conditions of the buyer or customer are not binding for us even though they are not expressly rejected. Deviations from the following conditions, covenants and consent of the representatives of Autotest requires, in order to be effective, an explicit written confirmation.
2. All quotations submitted by us are conditional. The quotations will be accepted only when confirmed in writing. Our order confirmation is decisive for the content of the contract, unless a written complaint is sent from the buyer or client within 5 days of the date of our order confirmation.
3. Collateral agreements made before or during the agreement of the contract require our agreement in writing, in order for them to have contractual force.
4. The "Buyer", for the purposes of these terms and general conditions, is also the "Principal" for the purposes of contracts for work and services.

## B. Prices

1. Unless otherwise specified by Autotest, prices are given ex works or ex warehouse plus shipping and sales tax or VAT established by law.
2. Unless otherwise agreed, the prices and conditions in our price list will be those in force at the time the contract was made. We are obliged to provide discounts and other refunds, in case these have been agreed upon in writing when the order was placed. The information provided by telephone on prices, possibility of delivery etc., are binding only after written confirmation. Should there be telephone orders, Autotest will not be responsible for any misinterpretations and misunderstandings.
3. If after four weeks from the conclusion of the contract, there are any changes in production costs due to increased salaries, wages, freight rates and electricity prices, determined by the modification of existing taxes or introduction of new taxes or other costs included in the price agreed upon, or in case of new expenses to be incurred, we may adjust the prices accordingly.
4. With respect to quantities of goods not yet delivered, we reserve the right to increase the agreed price if a change in the raw material and in the general economic situation makes the production and/or purchase of the product significantly more expensive than at the time when the prices were agreed upon. In such case, the customer may cancel the order affected by such price increase within the four weeks following price increase notification.

## C. Payment & Billing

1. Unless otherwise agreed or stated in our invoices, the payment terms of Autotest are applied on the 25th day of the following month, with no discount, from the date the invoice is submitted. The payment transaction charges shall be borne by the buyer. The lien, claims, counterclaims, and the authorization to offset the corresponding amounts apply to the buyer only if his counterclaims are undisputed or established by law.
2. If the payment credit term is exceeded or in the case of delay in payment, we will charge interest in the amount of 10% points over the effective base rate, unless any higher rate has been agreed upon. The aforementioned shall apply without prejudice to other claims of damage due to late payment.
3. If, after signing the contract, our claim for payment is affected by insolvency of the buyer, we shall be entitled to have the rights provided by the Swiss Civil Code / German Civil Code. We are therefore entitled to demand the repayment of debt not subject to the statute of limitations arising from the existing business relationship with the buyer. Moreover, these conditions apply to all other pending supplies as well as the services deriving from business relations with the buyer.
4. Any agreed discount shall always apply to the invoice value only, excluding freight, and may only be claimed if the buyer's accounts due have been discharged in full as of the date the discount was applied.

## D. Supplies, deadlines and delivery terms

1. Binding dates for deliveries or services (delivery dates) must be agreed explicitly as such in writing. An agreed period for deliveries or services (delivery deadline) only begins with the arrival of our confirmation of order at the customer, but not before the customer provides the information and documentation required, and not before receiving the agreed advance payment or guarantee or the like. Agreed modifications or extensions to the original size of the order may defer or shift the initial delivery deadlines or dates appropriately. The delivery deadline is met when the object of delivery has left our factory or when the customer has been informed that the goods are ready for shipment. Partial deliveries are allowed.
2. The buyer has the right to request in writing the delivery within an appropriate deadline two weeks after exceeding a deadline or a deadline delivery. Following such request, we will be in default. In this case, the buyer shall submit a reasonable extension in writing. At the end of such extension, he is entitled to terminate the contract.
3. Disruptions to deliveries and services due to force majeure or as a consequence of labor disputes, intervention by the authorities, stoppages, difficulties in procuring materials or energy supplies, or any other unforeseeable and unusual circumstances which are not our fault, irrespective of whether these circumstances occur in our company or at our subcontractors, extend the delivery time by the duration of the obstruction. Not covered by this are cases in which we have met our date obligation despite the foreseeability of these circumstances, or in which possible and reasonable measures to prevent or ward off the disruption to services have not been taken, or in which the prevention itself is considered our responsibility. In accordance with the above-mentioned provisions, the circumstances mentioned are also not our responsibility if they occur during an already existing default. We shall immediately notify the buyer when such disruptions occur, and what their expected duration will be. If, as a result of these circumstances, the fulfillment of the contract is impossible or uneconomic, we are entitled to withdraw completely or partially from the contract. There can be no claims for compensation by the buyer due to such withdrawal. If we wish to exercise the right of withdrawal, we must promptly inform the buyer of this as soon as the extent of the event becomes clear, even if an extension of the delivery period was initially agreed with the buyer.

## E. Order for deliveries on call

1. In case of call orders, goods notified ready for shipment must be collected without delay; Otherwise we may, after written notice, ship them at buyer's expense and risk or, at our discretion, store them in our warehouse and immediately invoice them.
2. In case of agreements entailing continuous delivery, we must be notified of calls for delivery and quantities of types for about the same number of months; Otherwise we may determine them at our own discretion.
3. If the individual delivery orders exceed the total amount specified in the contract, we will be entitled, but not obligated, to supply the additional quantity. We may invoice the additional amount at the prices prevailing on the date of the delivery order or delivery.

## F. Transfer of Risk and Acceptance

1. The risk is transferred to the buyer at most when beginning to load the supply parts, even if partial deliveries are being made or if, contrary to the provisions of paragraph B 1., as a result of an agreement with the principal, we bear the shipping costs and other costs such as transportation costs and the like. The shipment usually takes place at buyer's expense and risk.
2. If shipment is delayed due to circumstances we are not responsible for, the risk is transferred to the buyer from the day the goods are ready to be shipped.
3. Upon buyer's request and at his expense, the shipment is insured by us against theft, breakage, transport, fire and water damage or other insurable risks.
4. Items delivered must be picked up by the buyer, even if there is irrelevant damage, without prejudice to his rights specified in paragraph H.
5. If upon buyer's request, the shipment is delayed, we are entitled, one month after the goods are ready for shipment, in case of storage at our warehouse, to charge a fee of 0.5% minimum billing amount. In addition we are entitled, after unprofitable expiry of a reasonable period set down in writing, to sort out the object to be supplied in a different way and deliver it to the buyer within an acceptable extended period of time.

## G. Retention of title

1. All goods supplied remain our property (reserved/conditional goods) until all claims have been fulfilled, including any receivables from current-account balances due to us under the business relationship (current account reservation) and including any receivables which the insolvency trustee or administrator declares owed unilaterally on the basis of his discretion and option to demand performance. The foregoing shall equally apply to future and conditional or contingent receivables or claims, such as under bills of exchange as well as to payments for dedicated or otherwise specified receivables. The current account reservation will expire permanently when all receivables outstanding and due to us on payment date and covered by such current account reservation have been settled.
2. The manufacturing/processing of the Conditional Goods shall be deemed to be made on our behalf as manufacturer, under the terms of ZGB / BGB, however, without involving any obligation on our part. The processed goods shall be deemed Conditional Goods as defined in N. 1. In the event that any Conditional Goods are united by the buyer to, or combined by him with, or transformed by him into, other goods, we acquire prorated title to the new asset, our co-ownership of the new asset corresponding to the ratio of the invoiced value of the Conditional Goods and the invoiced value of the other goods used. If our title is extinguished by combination or transformation into the new asset, the buyer hereby assigns and transfers to us his title to the new asset prorated to the invoiced value of the Conditional Goods and shall keep such asset in his custody on our behalf and free of charge to us. Our co-ownership rights shall also be deemed Conditional Goods as defined in N. 1.
3. The buyer may sell any Conditional Goods only in the ordinary course of business on his standard business terms and conditions and only while not defaulting, however, under the condition that any claims or receivables under the terms of N. 4 and 5 accrue to us. The buyer shall not have the right to dispose of Conditional Goods in any other form.
4. The receivables from the resale of Conditional Goods, together with any collateral security acquired by the buyer from such resale, are hereby assigned to us and shall serve the same collateralization purposes as the Conditional Goods. If Conditional Goods are sold by the buyer together with other merchandise sold by us, the buyer hereby assigns his receivable from such resale at the ratio the invoice value of the Conditional Goods bear to the invoice value of the other merchandise sold. When reselling any merchandise co-owned by us

under the terms of N. 2 hereof, the portion of the receivable that corresponds to our co-ownership shall be assigned to us. If the buyer uses any Conditional Goods to perform a contract for work, the account receivable by the buyer under such contract is hereby assigned to us in the same proportion.

5. The buyer is entitled to collect receivables from resale. This collection authority shall expire when revoked or cancelled, or when the buyer has defaulted on payment, failed to honor a bill of exchange or applied for the institution of insolvency proceedings. We will not exercise our revocation right unless and until we become aware after the contracting date that our claim to payment under this or any other contract with the buyer is or may be at risk due to the buyer's poor solvency. At our demand, the buyer will be obligated to immediately notify his purchasers of the assignment to us and provide us with the documents we require for collection.
6. The buyer shall promptly notify us of any attachment, garnishment or other third-party interference. The buyer shall bear all costs incurred in cancelling the intervention or in respect of the return transport of the conditional goods, provided they have not been reimbursed by a third party.
7. If the buyer gets into payment arrears or does not honor a bill of exchange on the due date, we shall be entitled to take back the Conditional Goods and, to this end, enter the buyer's premises in order to do so. The same applies if, after the contracting date, we become aware that our claim to payment under this or any other contract with the buyer is or may be at risk due to the buyer's poor solvency. Such take-back does not mean withdrawal from the contract. The applicable insolvency regulations remain unaffected by the take-back.
8. If the invoice value of existing collateral exceeds the collateralized receivables including incidentals (interest, charges, etc.) by altogether more than 50 percent, we shall, at the buyer's demand, release collateral security at our discretion.

## H. Warranty and Notification of Defects

1. The customer must carefully check the delivered goods immediately after receiving them and claim any possible notice of defects from us in writing immediately after they have been detected.
2. In case of defective delivery, the customer is entitled to repair or replacement delivery free of charge at our discretion. The buyer may reduce the purchase price (reduction) or terminate the contract (default termination) only if the repair or replacement delivery is unsuccessful. This is possible only if the extent of the defective objects is no longer appropriate for the intended use. If the repair or replacement delivery puts us in default status, the buyer, following unprofitable expiry of an extension established in writing, has the right to claim the same rights. The aforesaid shall apply without prejudice to our liability specified in paragraph H N. 4 of our general business conditions. In order to carry out all necessary repair and replacement deliveries at our discretion, the buyer must give us, in a reasonable manner, the time and opportunity necessary, otherwise we are exempt from warranty.
3. We are responsible only for the direct costs of improvement or partial delivery (as long as the complaint is justified) of spare parts including shipping, assembly and disassembly costs.
4. We take full warranty responsibility of a certain quality in accordance with ZGB / BGB only if and on condition that we have released an express warranty in writing of such quality.
5. A warranty, in particular, lapses in the following cases: Inappropriate and improper use of supplied plastic components, incorrect assembly and alteration performed by the client or assigned third parties, incorrect or negligent treatment, inadequate auxiliary tools, where we are not responsible.
6. Warranty claims are subject to the statute of limitations after six months from delivery, for the provision of services starting from the testing, but at the latest with undisputed acceptance of the goods supplied. If the shipment is subjected to delays caused by us, the warranty rights are subject to the statute of limitations at most twelve months from the transfer of risk.
7. We have the right to deny the elimination of defects only if the client is in default with his obligations. The aforesaid shall apply without prejudice to a lien on any delivery deficiency up to twice the value of the repair costs.
8. Replaced parts become our property.

## I. General limitation of liability

1. We, including our officers, employees and vicarious agents, will only be liable for the violation of contractual and non-contractual obligations, including frustration of contract, default, culpa in contrahendo and tort, if attributable to intent, willful misconduct or gross negligence, it being understood that such liability shall be limited to the typical loss or damage reasonably foreseeable at the contracting date.
2. These limitations shall not apply in the cases of violation due to intent or gross negligence of any material contractual obligations which jeopardize the achievement of the very purpose of the contract; statutory liability pursuant to the liability law on the product, bodily injury to persons or health, in cases where, and to the extent that, we have either kept malicious silence about the existence of any defects or warranted their absence. The rules governing the burden of proof remain unaffected hereby.
3. Unless otherwise agreed, contractual claims of the buyer against us as a result of or in connection with the delivery of the goods shall become statute-barred six months after physical delivery of the goods unless such claims refer to the indemnification for bodily injury or damage to health or any other typical foreseeable loss or damage or are based on intent or gross negligence of the seller. This term also applies to goods which, according to their normal use, are used to create something and have caused a defect in the creation, unless this procedure of use has been agreed in writing. Our liability for intent, willful misconduct or gross negligence as well as the expiration of a statutory right of recourse remain unaffected hereby. The period of limitation shall not recommence for subsequent performance.

## J. Place of Performance, Jurisdiction and Applicable Law

1. Exclusive place of performance for both parties of the contract is:
  - for Autotest AG: Bolzano
  - for Autotest Motorsport GmbH: Bolzano
  - for Autotest Eisenach GmbH: Eisenach
  - for Autotest SK s.r.o.: BratislavaHowever, we reserve the right to claim rights at any other place of jurisdiction. Any dispute arising from these general business conditions or beyond their period of validity will be determined under the provisions of the arbitral tribunal except for ordinary legal proceedings. Court injunction, however, is allowed.
2. Legal relationships with our clients are exclusively subject to the right of the Italian Republic - for Autotest AG of the Italian Republic - for Autotest Motorsport GmbH of the Federal Republic of Germany - for Autotest Eisenach GmbH of the Slovak Republic - for Autotest SK s.r.o.

The application of the right on UN International Sale of Goods („CISG“/Vienna Convention) is excluded.

## K. Amendments / invalidity clause

1. Amendments to these contractual conditions or other contractual agreements are to be put down in writing.
2. If individual parts of these conditions of purchase, payment and delivery lapse, the validity of the remaining provisions is not affected.

Status: July 2011