

K&S Suspension e.K.: General Business Terms and Conditions

§1 General

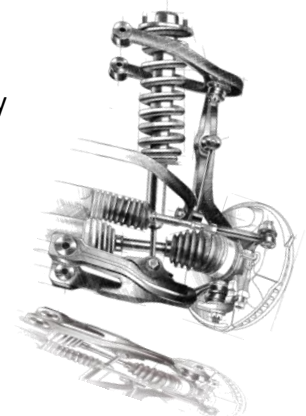
The current version of the following General Business Terms and Conditions shall govern all business relationships of every kind between K&S Suspension e.K. and the customer. No differing terms or conditions shall apply; nor shall the customer's general business terms and conditions, unless otherwise agreed in writing. Quotations, irrespective of whether they are communicated by telephone, fax, Internet, email or otherwise, shall not be binding on K&S Suspension e.K. until they have been confirmed in writing and the goods have been delivered and/or invoiced. K&S Suspension e.K. reserves the right not to perform the agreed service if it becomes apparent, after signature of the contract, that the goods are not available, even if a corresponding hedging transaction has been performed. In such cases the customer shall be informed immediately. Any reciprocal services performed by the customer shall be paid for immediately. Any further claims by the customer against K&S Suspension e.K. shall be excluded. K&S Suspension e.K. shall retain title to and copyright in all drawings, blueprints, quotations and similar documents. They shall not be made available to third parties without explicit prior written approval. If no contract is made they shall be returned or deleted and shall not be used.

§2 Delivery

Delivery is at the customer's risk. As soon as goods from K&S Suspension e.K. are handed over to a transport firm, the risk is transferred to the customer. This also applies to part deliveries. Delivery will be to the address specified by the customer. If the customer is a consumer pursuant to § 13 of the Civil Code, the risk of accidental destruction or deterioration of the purchased article shall not pass to the purchaser until the article reaches him. This shall also apply to mail order purchases. The handover shall not be affected if the customer is in delay in acceptance. All prices are net of VAT. They do not include any shipping costs. The customer or his employee shall inspect the goods for damage during transit immediately upon delivery. Any discernible damage in transit shall be immediately reported in writing. The customer shall ensure that the transport firm confirms any packing damage in writing when the goods are accepted. In principle, quoted delivery deadlines shall not be binding unless a particular delivery deadline has been agreed in writing. Damages claims against K&S Suspension e.K. for non-performance or late performance shall be excluded except in cases of deliberate acts or gross negligence.

§3 Right of return

If a customer cancels an order, he shall pay in full for any services or materials already supplied, and shall also pay any dismantling costs.

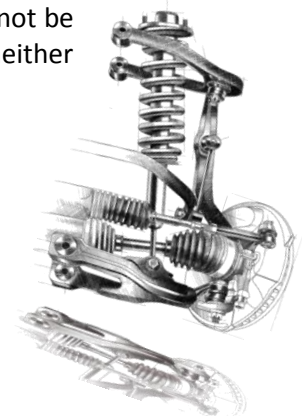


§4 Guarantees and claims for damage

Defects or damage caused by culpable or unsuitable treatment or assembly, or the use of unsuitable accessories or modifications to original parts by the customer or a third party not working to the orders of K&S Suspension e.K. shall always be excluded from the guarantee. Normal wear and tear shall always be excluded from the guarantee. Should the customer accept the goods or object of the order in the knowledge that it is defective, he shall not be entitled to avail himself of the guarantee claims described below unless he has expressly reserved the right to do so in writing immediately upon receipt of the goods. The customer shall not be entitled to avail himself of the guarantee claims for existing transit damage unless he has fulfilled his obligation to inspect and report on the goods pursuant to paragraph §2 above. This shall not apply if the customer is a consumer pursuant to § 13 of the Civil Code. The guarantee period for new articles shall be 24 months, with a maximum of 100,000 km. This period shall begin to run when the risk is transferred. The guarantee period for used articles shall be one year or a maximum of 20,000 km. Proof of mileage must be provided. Otherwise the guarantee shall be subject to statutory provisions. K&S Suspension e.K. will not accept liability for any damage other than loss of life, personal injury or danger to health, unless the damage was caused by deliberate acts or gross negligence, or culpable breach of an essential contractual obligation, on the part of K&S Suspension e.K. or one of its agents (e.g. the delivery service). Any greater liability for damages shall be excluded. This is without prejudice to the Product Liability Act. If an essential contractual obligation has been negligently breached, the liability of K&S Suspension e.K. shall be limited to the foreseeable damage.

§5 Two-year K&S Suspension e.K. guarantee

Over and above the statutory guarantee, K&S Suspension e.K. will provide a two-year guarantee subject to the following rules: K&S Suspension e.K. will guarantee against all defects during a period of two years from the transfer of risk, so long as such defects can be proved to be caused by a materials or manufacturing error. Entitlement to this guarantee is confined to the customer and cannot be assigned. The following are excluded from the guarantee: -products subject to wear from normal use or from another natural cause; -product defects attributable to failure to follow instructions for use; improper use; abnormal environmental conditions; abnormal operating conditions; overload; lack of necessary care and servicing. -product defects caused by use of non-original accessories, extra parts or spare parts. Products that have been modified or added to. -minor deviations from normal standards that do not materially affect the value of the product or its fitness for purpose. If K&S Suspension e.K. accepts that a defect qualifies for the guarantee, we will make it good, at our discretion, either by repairing the defective product without charge or by replacing it with a defect-free product (which may be a later model). The replaced products or parts shall then become our property. Guarantee claims must be brought within the guarantee period. The product concerned must be returned to K&S Suspension e.K. along with the original invoice. Claims other than the right to have the product defect made good pursuant to these guarantee conditions shall not be justified by this guarantee. The performance of services under the guarantee shall neither prolong nor re-start the guarantee period.



§6 Payment date and payment terms

K&S Suspension e.K. invoices fall due immediately and are not subject to discount, unless otherwise agreed in writing. Should the customer delay payment of the purchase price, interest shall be payable on the whole of the purchase price during the period of delay at a rate five percentage points above the current basic rate. If K&S Suspension e.K. can prove that it has suffered worse damage from the delay, it shall be entitled to claim compensation. Delivery of goods and services in non-EU countries shall, unless otherwise agreed in writing, not be made until the full amount arising from the order has been received in our account.

§7 Reservation of title

The delivered goods shall remain the property of K&S Suspension e.K. until all K&S Suspension e.K.'s claims against the customer, including all secondary claims, have been fully settled. For contracts with consumers (§ 13 of the Civil Code), K&S Suspension e.K. shall retain title to the goods until the purchase price has been paid in full. The customer shall not be entitled to sell the goods to third parties, or take other measures that endanger the title of K&S Suspension e.K., until the full purchase price has been paid. The customer shall herewith assign his future claims against the purchaser to K&S Suspension e.K. up to the full amount of the purchase price agreed between K&S Suspension e.K. and the customer plus interest and secondary claims. K&S Suspension e.K. herewith accepts this assignment.

§8 Place of performance and jurisdiction

EU mercantile law shall apply exclusively. The place of performance for all services arising from business relationships with K&S Suspension e.K. is Goch, if the customer is a merchant, legal person under public law, or a special fund under public law.

§9 Final stipulation

Should any of these stipulations – for whatever reason – be void, this shall not affect the effectiveness of the remaining stipulations.

