CONDITIONS OF SALE
(CONTITECH FLUID AUTOMOTIVE CZ, S. R. O.)
CZECH REPUBLIC, EUROPE REVISION 3: Effective September 01, 2016

These ContiTech Terms and Conditions of Sale apply to all sales by ContiTech Fluid Automotive CZ, s. r. o., of any product.

1. Exclusion of Terms and Conditions of Sale. These ContiTech Terms and Conditions of Sale (the "Terms") apply to all sales by ContiTech Fluid Automotive CZ, s. r. o., Czech Republic (the "Seller") of any product(s) (the "Product(s)") to any buyer (the "Buyer") and are the exclusive terms and conditions of sale. Any offer by Seller to sell Products is expressly conditioned on Buyer's assent to and acceptance of these Terms. Any additional, different or other terms and/or conditions contained in any acceptance, confirmation or other document by or from Buyer are hereby objected to and rejected by Seller. Buyer accepts the Terms by receipt of the Product. Any acceptance by Seller of any offer to purchase Products is expressly conditioned on Buyer's assent to and acceptance of these Terms, including all terms that are different from or in addition to any terms and conditions of the offer. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer are hereby objected to and rejected by Seller. Buyer accepts the Terms by receipt of the Product. In the event of any claimed conflict between these Terms and other alleged terms and conditions contained in any other document, these Terms shall control and take precedence over any other alleged terms and conditions.

2. Integration. These Terms, together with the quantity, price and delivery schedule for the Product(s), the distributor agreement, if any, and all other writings annexed hereto and signed by authorized representatives of Buyer and Seller, (collectively, the "Agreement"), set forth the complete, and final agreement and understanding between Seller and Buyer in respect of the subject matter hereof, and supersede all prior oral or written agreements, understandings, representations, statements, and assurances. Buyer represents and acknowledges that Buyer is not relying upon any oral or written statements, representations, or other promises made by Seller, its employees, agents or representatives, nor is Buyer relying upon any facts or representations not fully set forth in this Agreement.

3. No Modification. These Terms and the other components of the Agreement shall not be amended, or modified, nor shall any party be released from any provision thereof, unless such change occurs in a single writing signed by an officer of Seller and an authorized representative of Buyer.

4. Warranty on Seller's Product(s). Until the earlier of twelve (12) months from the date of installation of the Product or eighteen (18) months from customer’s receipt of the Product, Seller warrants good and free title in the Product(s) and that the Product(s) will conform to Seller's published specifications, if any, or to such other specifications the parties have agreed upon in a single writing signed by both an officer of Seller and an authorized representative of Buyer. Any acceptance by Seller of any offer to purchase Products is expressly conditioned on Buyer's assent to and acceptance of these Terms, including all terms that are different from or in addition to any terms and conditions of the offer. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer are hereby objected to and rejected by Seller. Buyer accepts the Terms by receipt of the Product. In the event of any claimed conflict between these Terms and other alleged terms and conditions contained in any other document, these Terms shall control and take precedence over any other alleged terms and conditions.

5. Obligation of Reseller. If Buyer distributes or resells the Product(s), Buyer represents and agrees that Buyer will cause its customer to receive and accept the Warranty and Remedy limitations set forth in paragraphs (4) to (7) hereof. Buyer agrees to hold harmless and indemnify Seller from and against any damages, damages and expenses from or relating to Buyer's failure to satisfy its obligations under this paragraph.

6. No Defense. Buyer represents and acknowledges that Buyer has used its own knowledge, skill, judgment, expertise and experience (i) the selection of the Product(s) and/or (ii) in the selection, provision, or installation of space, equipment or other design of space, equipment or other design to be provided for the Product(s). Any acceptance by Seller of any offer to purchase Products is expressly conditioned on Buyer's assent to and acceptance of these Terms, including all terms that are different from or in addition to any terms and conditions of the offer. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer are hereby objected to and rejected by Seller. Buyer accepts the Terms by receipt of the Product. In the event of any claimed conflict between these Terms and other alleged terms and conditions contained in any other document, these Terms shall control and take precedence over any other alleged terms and conditions.

7. Limitation of Liability of Seller and Buyer's Exclusive Remedy. If Buyer claims that any Product(s) are non-conforming or defective in any way, Buyer shall give notice in writing to Seller of such claim within ninety (90) days of Buyer becoming aware of such claim. The Buyer shall make the Product(s) available for inspection by the Seller. Upon Seller's approval, Buyer shall return the Product(s) to a location designated by Seller, at Seller's expense. As Buyer's exclusive remedy for breach of warranty, breach under the Agreement and/or any other alleged claim relating to the Product(s), Seller will make an adjustment for Product(s) that Buyer finds to be non-conforming to the warranty hereunder either by repairing Product(s) or replacing Product(s) at an adjustment price, or in lieu thereof, at Seller's sole discretion and option. Seller may refund the purchase price. In the event that a warranty provision in the other components of the Agreement provides that, for a specific Product, no adjustment shall be made after a specified period of time, Seller shall not be responsible under the terms of such warranty unless the claim is made within the required period of time. Seller's total responsibility and liability for any and all claims, losses and damages of any kind whatsoever arising out of any cause whatsoever (whether under any warranty or based in contract, negligence, other tort, strict liability, breach of warranty, other theory or law or equity or otherwise) shall not exceed the original purchase price of the non-conforming Product(s). IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE. Buyer shall not be liable for, and Buyer assumes all liability for, all personal injury and property damage connected with the handling, transportation, or further manufacture, fabrication, assembly, or processing of the Product(s).

8. No License. No statement contained herein shall be construed as a license to any intellectual property, a license to operate or use the Product(s) in any specific application, or as a recommendation or endorsement by Seller of any product(s), or of any intend nor approval for or as an endorsement or recommendation for use with other manufacturer's products or systems.

9. Price Adjustment. Prices are subject to change without notice and all prices will be subject to prices in effect at the time of shipment. Buyer will be notified of any price increase and may cancel any undelivered portion of the order by written notice to Seller provided such written notice is received by Seller not more than 10 days after Buyer's receipt of notification of the increase. Upon such cancellation, Buyer shall have no liability to Seller for the cancelled portion of the order except as to product manufactured or in process, components procured by Seller from outside sources, and special tooling, equipment or single use raw materials procured for the purpose of manufacture.

10. Ordering & Limits. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

11. Payment & Credit. Buyer will make all payments in cash, or in negotiable paper collectible at face value in the funds and at the location indicated on Seller's invoice; late payments will incur interest at a default interest rate. If Seller determines that Buyer's financial responsibility has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and may withhold shipments until Buyer complies.

12. Taxes and Governmental Limits on Price. All prices are subject to increase from time to time to compensate for any tax, excise or levy imposed upon the products sold, or upon the manufacture, sale, transportation, or delivery of them or whatever tax, excise, levy, law or governmental regulation has the effect, directly or indirectly, of increasing the cost of manufacture, sale or delivery. Buyer will reimburse, warrant, indemnify, represent, and hold Seller harmless, in respect of state, local or other taxes, excises or charges associated with the manufacture, sale or delivery of the Product(s). If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligation with respect to future shipments upon thirty (30) written days notice.

13. Delays in Delivery. Seller shall not be liable or deemed in default for failure to deliver or delay in delivery due to a force majeure or any other cause beyond Seller's reasonable control. If unable to meet a delivery schedule, Seller will endeavour to allocate materials fairly among itself and/or its buyers, but reserves to itself final determination of the deliveries to be made without liability. Buyer will accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make. Except in the case of a force majeure, if not satisfied with Seller's determination, Buyer as its sole remedy shall have a right to terminate this contract without further obligation upon: (i) 10 days written notice; and (ii) payment for all Product received to date.

14. Indemnification. Seller will indemnify Buyer against all claims and damages for infringement of any EU patents by the Product(s) manufactured by Seller, provided the Buyer notifies Seller of any patent infringement. Within thirty (30) days after written notice from Buyer, Seller will have the option to procure other patent-free product(s) or to cease manufacture and sell. Any other claims against Buyer for infringement of any US patents by the Product(s) will be resolved by the parties in good faith. Seller shall have the right to reject any claims discovered after delivery.

15. Safety Information. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers.

16. Risk of Loss. Unless otherwise set forth in the Agreement, all Products sold by Seller shall be delivered to Buyer’s location INCOTERMS 2010. Title to the goods shall pass to Buyer upon passage of the Risk of Loss, provided, however, that to the extent permitted by law, title of each of the goods delivered hereunder has been paid for in full, Seller shall retain title to the goods; however, all risk of loss and responsibility for transportation and storage, taxes and duties shall transfer in accordance with the Agreement. Buyer hereby agrees that notwithstanding any estimated shipment, production or receipt notice the Product(s) will be delivered, title shall ship the Product(s) at estimated shipment, production or receipt notice. Buyer hereby agrees that unless Buyer notifies Seller in writing within ninety (90) calendar days of shipment, there shall be a presumption that Product(s) conforming to the goods ordered were received by Buyer.

17. Applicable Law and Jurisdiction. Buyer agrees that the Terms and the Agreement shall be governed by and construed in accordance with the laws of Czech Republic. Buyer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. All litigation concerning the Terms, the Agreement and/or the Product(s) shall occur only in Czech Republic and Buyer and Seller hereby consent to exclusive jurisdiction of Czech courts.

18. Severability. In the event of invalidity or invalidity of a provision of the Terms or the Agreement, the parties shall deem that provision stricken in its entirety; the balance of the Terms or the Agreement shall remain in full force and effect.

19. Identity. ContiTech Fluid Automotive CZ, s. r. o. is a corporation organized under the laws of Czech Republic with its main office address at Pumyslova zona Ostrava-Hrabova, na rice, 873, 72000 Ostrava-Hrabova, Czech Republic.