GENERAL TERMS & CONDITIONS

"ALUMAG® Automotive Marketing GmbH" & "ALUMAG® Automotive LLC"

Services and Publications from ALUMAG® ["ALUMAG® Automotive Marketing GmbH" & "ALUMAG® Automotive LLC"] are made available only on the following terms and conditions, which form part of every ALUMAG® agreement.

1. GENERAL TERMS AND CONDITIONS / SCOPE

1.1 All legal transactions between the Buyer and ALUMAG® - ["ALUMAG® Automotive Marketing GmbH" & "ALUMAG® Automotive LLC", named ALUMAG® thereafter] shall be subject to these General Terms and Conditions exclusively. The version valid at the time the contract is concluded shall be applicable.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Buyer shall be invalid unless they have been explicitly accepted in writing by ALUMAG®.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. BUYERS

2.1 ALUMAG® sells its "Services" such as "Business/Market Development" and "Publications" such as e. g. "Global Foundry Database" or "Automotive Systems Database" only to registered companies on a B2B basis. ["Service/s and "Publication/s" named "Product/s thereafter]

2.2 ALUMAG® does not sell to consumers and thus all consumer protection laws are not valid.

3. PRICE / TAXES / FEES

3.1 All prices quoted by ALUMAG® do not include sales tax [VAT]. They are valid only for the present order.

3.2 The quoted prices are only valid for the Service and Publication, in its existing form [a SOW [scope of work] or TOC [table of content] is provided for each. The prices do not include any additional services [e.g. any consultancy by telephone or in person, training, etc.]. All such services will be charged separately according to the daily or hourly fee of ALUMAG® at the time of the purchase.

4. PAYMENT / INVOICES

4.1 Generally, 100 % pre-payment or individually agreed terms of pre-payment is required to obtain any ALUMAG® Services and Publication.

4.2 The invoices submitted by the seller are payable at the latest 10 days from date of invoice without any deductions and free of charges. For partial invoices, the terms of payment for the entire order obtain analogously.

4.3 ALUMAG® may raise separate invoices for different ALUMAG® Services and Publications or for annual payments where applicable.

4.4 ALUMAG® is entitled to send out invoices electronically. The Buyer agrees explicitly to accept invoices transmitted electronically by ALUMAG®.

4.5 Payment on the agreed-upon dates is an essential condition for delivery and for fulfilment of the contract by ALUMAG®. Failure on the part of the Buyer to comply with the agreed payment schedule entitles ALUMAG® to discontinue current work and to withdraw from the contract. All costs connected therewith are to be borne by the Buyer. In case of delayed payment, interest on payment in arrears will be charged at customary bank rates.

5. DELIVERY DATES

5.1 In accordance with 4.1 ALUMAG® will execute/share Services and send Publications only after the full amount of the invoice was credited to the ALUMAG® bank account.

5.2 All delivery dates are approximate and are based on the current project schedule of ALUMAG® at the time of the purchase. As the project schedule can change on a daily basis, Buyers are advised that delayed payment on the part of the Buyer may result in

longer delivery times. Delivery times are only confirmed by ALUMAG ® after receipt of the payment.

5.3 In the case of orders that encompass a number of Services and/or Publications, ALUMAG® is entitled to make partial deliveries and to submit partial invoices.

6. USER RESTRICTIONS

6.1 Buyers shall not copy, transmit or disclose any ALUMAG ® Publication, whether in print or electronic or other form, or any information therein. Excluded from this term are separately agreed publications, which require a written agreement between ALUMAG ®, Buyer and potentially a third party. All rights in ALUMAG ® Publications are reserved to ALUMAG®.

6.2 Buyers shall use all information contained in any ALUMAG ® Services and Publication solely for their own internal business purposes. Buyers shall not disclose any such information [also parts of the information] to any other person, and shall take all reasonable measures to ensure its security.

6.3 Buyers shall allow access to all ALUMAG ® Services and Publications [in any printed or electronic format] only to management and executives of the Buyer. If a manager and/or executive leaves the Buyer's company, the Buyer has to ensure that no copy of an ALUMAG® Service, Publication or parts thereof are transferred to a successor.

6.4 All ALUMAG® shared Service information and Publications shell only be used within the premises of the Buyer's office, respectively Buyer's electronic devices. The usage of any Service information or Publication or parts thereof in branch offices or associated companies of the Buyer requires the written approval of ALUMAG ®.

7. CANCELLATION BY THE BUYER

7.1 Cancellation by the Buyer is only possible before the Services and Publications were submitted the Buyer with the written agreement of ALUMAG ®. If ALUMAG® agrees to the cancellation, it is entitled to charge not only for services rendered and accrued costs, but also a cancellation fee that represents 30% of the value of the total order not yet settled.

7.2 After the Publication was made available to the Buyer in printed, electronic or any other form, the Buyer cannot cancel the order or claim a refund of the purchasing price.

8. TERM & TERMINATION

8.1 The term of a Product license will be set forth in the applicable Order Form, and - except as it relates to One-Time Licenses - will automatically renew for additional one-year terms unless terminated as provided in Section 8.2 of this Agreement. The term of this Agreement shall continue for the term of the Order Form.

8.2 Either Party may terminate an Order Form if: [a] the Party gives written notice to the other Party of its election to terminate at least 30 days before the end of the initial term or renewal term of the Order Form for Products licensed on a term basis [b] the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or [c] the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

8.3 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

8.4 Upon any expiration or other termination of an Order Form, all licenses granted under same immediately will terminate. All terms and conditions of the Agreement will continue to apply to any Order Forms that have not been so terminated.

8.5 Effect of Term or Termination. Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: [a] in any file or on any hard drive, server or other form of memory; or [b] in any printed form. Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: [x] discontinue all use of Product[s] associated with any expired or terminated Order Forms; [y] destroy any items relating to Products [including but not limited to data, software, and Documentation] and purge any Product data from all electronic media; and [z] upon request from ALUMAG® provide written certification to ALUMAG® that Client has complied with this paragraph.

9. WARRANTIES, LIABILITY

9.1 ALUMAG® has made every reasonable effort to ensure that the information presented within its Services and Publications is accurate and was obtained from reliable sources but it may include errors or inaccuracies. The reader is advised that the

material contained within the Service information and Publications is for general information purpose only. In no event shall ALUMAG® or its staff be liable or responsible to any person for any special, indirect or consequential loss, damage, or injury, resulting from the use of the information contained in any Service information and Publications of the company in printed, electronic or any other format, unless caused by gross negligence or intentional misconduct.

9.2 The information within the ALUMAG® Service and Publications is provided "as is" and without warranty of any kind. It is the Buyer's responsibility to verify the accuracy, completeness and fitness of all details, services and other information provided on the website relative to the Buyer's purpose, before acting upon them.

10. FINAL PROVISIONS

10.1 Modifications of and amendments to these General Terms and Conditions shall be made in writing.

10.2 If not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under the law of Germany. This is the case also when the order is carried out outside of Germany. In case of conflict, it is agreed that only the responsible local court in the ALUMAG® place of business has jurisdiction.

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BUYER / CLIENT

First name :
Family name :
Job title :
Company :
Address :

City/Zip/State:
Country :
Phone :
E-mail :
Signature :