



General Conditions of Purchase for Alupress Laurens LLC (“Alupress”)

- 1.1 Purchase orders (“PO”) and agreements are binding only if they are issued or confirmed in writing by Alupress purchasing department. Purchase orders and/or calls for delivery shall be deemed to be accepted by supplier unless the supplier objects in writing within three (3) business days from order receipt. Delivery schedules may also be arranged via telecommunication. Services rendered without a written purchase order do not create any obligation, and no payment will be made if services are rendered solely on request of an Alupress employee(s). These General Conditions of Purchase apply to all purchase orders, including those which do not involve a sales contract.
- 1.2 These General Conditions of Purchases become an integral part of the contract (if one exists) once a purchase order is accepted. Any conditions of sales enclosed with the supplier’s offer, or the supplier’s confirmation of an order, do not apply, even with or without expressed objection. Payments or acceptance of services by Alupress do not express any acknowledgment of any sales or delivery conditions of the supplier. All other conditions apply only insofar as they are expressly confirmed by Alupress in writing.
- 1.3 Alupress may cancel a PO without penalty at any time prior to receipt of order confirmation from the supplier.
 - 2.1 Alupress shall not be billed at a price higher than the price set forth in this PO unless Alupress authorizes a higher price in writing. Supplier represents that the price charged for the Products covered by this PO is the lowest price charged by Supplier to buyers purchasing products or services from Supplier under substantially the same terms and conditions specified in this PO. Any price reduction made by Supplier with respect to the products or services ordered pursuant to this PO subsequent to the placement of this order and prior to Alupress’ receipt of the products or services, shall apply to this PO.
 - 2.2 No charges will be allowed for taxes, import duties, transportation, packaging, packing, returnable containers, or documentation unless otherwise stated in this PO. All sales, use, excise, or similar taxes to be paid by supplier must be itemized separately in this PO and on invoices. Shipments must be packaged according to specifications or, if not covered in specifications, so as to permit efficient handling, provide adequate protection, and comply with the carrier’s requirements. Damage resulting from improper packaging will be charged to Supplier.
- 2.3 Unless otherwise set forth in this PO, all products shall be delivered FOB Alupress facility and this PO shall be a destination contract. Title and risk of loss shall pass to Alupress when the products are actually delivered to Alupress at the “ship to” address set forth in this PO.
- 2.4 The time or times of delivery specified in the PO are of the essence. Unless otherwise provided in the PO, no delivery shall be made more than 7 days prior to the specified delivery date. If delivery is not made by the date specified in the PO, Alupress shall have the right to cancel the PO, in addition to the right to claim damages.
3. The supplier shall be obliged to keep, without additional compensation, an appropriate stock on hand exceeding the quantity currently to be delivered. The agreed date of delivery is binding, except in case of force majeure. Should the supplier delay its contractual delivery or service, Alupress is entitled to assert any and all legally permissible claims arising from such delay. Alupress must be notified immediately of any delays in delivery foreseeable for the supplier; notice should be provided via written notification.
4. During the manufacture of ordered items and prior to their dispatch, Alupress, or its representatives, shall have the right to examine materials, manufacturing processes and other operations, which may be integral to the performance of the supplier. Should the examination not be permitted without cause, Alupress is entitled to withdraw from the contract or purchase order without supplier recourse or subsequent claim(s) for compensation or payment for service(s) incurred up to that time. The same applies if, in the course of an inspection, defects or deviations from the contractual agreements become obvious. Instead of withdrawing, Alupress is also entitled to demand immediate performance correction / corrective action(s). At any time, Alupress may further require a report on the items, which have been ordered, including the stage of their production. In the event that, Alupress does not make use of its rights within the scope of this section such failure cannot be a basis to dismiss performance failures on the part of the supplier.
- 5.1 Delivery items shall comply with the material specifications stipulated by Alupress as well as with all applicable law and regulations and other similar requirements. Hazardous materials are to be packed and marked in compliance with the applicable laws and regulations, as amended from time to time; such materials are to be accompanied by the corresponding, latest version, of the material safety data sheets. Dangerous goods are to be packed, marked and transported in compliance with the applicable laws and regulations of the respective countries (including transit countries) as amended from time to time. Either the dangerous goods classification or, where appropriate, the phrase “not dangerous good” are to appear on the delivery note. The delivery or service is to be executed in full compliance with the statutory and official regulations in force the time of execution and in particular with the relevant EU, or US regulations, with laws based on EU, or US, directives, the law governing the safety standard of technical equipment and accident prevention, and other occupational safety and health directives. Care is to be taken that general rules on safety and industrial medicine are also adhered to. Unless otherwise agreed, the CE symbol (for products originating in the EU zone) must be affixed to items in a clearly visible position. The declaration of conformity and hazard analysis must accompany all items.
- 5.2 Packaging materials are to be reusable or recyclable. They are to be without chlorofluorocarbons, to be chlorine-free, chemically inactive, groundwater neutral, and nontoxic when incinerated. Packaging materials are to be marked with recognized recycling symbols such as RESY or with Material symbols such as PE. The supplier is obligated to remove its waste, packaging materials etc. on its own responsibility and free of charge. In the event that the supplier fails to dispose of its waste, such waste will be disposed of at the supplier’s expense without further grace period.
- 6.1 .Regarding its deliveries, each supplier shall comply with a quality assurance agreement to be executed with Alupress. The supplier shall constantly monitor the quality of the items it delivers. In the event that the type and scope of testing, the measuring and test equipment, and the methods are not agreed upon between a supplier and Alupress, Alupress may, on its request, put at the disposal of this supplier Alupress’ experience and expertise in discussions on test procedures, with a view to determining the test facilities required. In addition, Alupress will advise the supplier on request about applicable safety regulations.

- 6.2 Furthermore, the supplier shall comply with all applicable law and regulations regarding documentation for parts for automotive manufacturers and their suppliers, in particular keeping specific records on when, in what way and by whom the delivered items were tested and what results were obtained for the specified quality tests. The test documentation is to be retained for ten years and to be submitted to Alupress on request. The supplier shall obligate subcontractors to the same extent insofar as this legally permissible.
- 6.3 The contracting parties shall notify each other on feasible way of improving quality.
7. Insofar as public authorities responsible for automotive safety, exhaust-emission regulations or similar matters need to inspect production processes or test documentation to verify compliance with certain requirements, the supplier expresses and grants its willingness, at Alupress' request, to grant such authorities the same right at their facilities and to give competent authorities all reasonable support. The supplier warrants that its delivery is not subject to the rights of any third party and that the delivery of the items and their utilization according to the contract or purchase order, do not infringe patents or other rights of third parties in United States or in any other country.
8. Shipping documents and invoices are to clearly show the Alupress purchase order number and/or call-off order number, the supplier's numbers, material number, the place of delivery and the quantity of material. Each trading unit of the delivery must be marked with the Alupress material number and the trade name of the supplier. In the event that the supplier fails to comply, Alupress reserves the right to charge the supplier any costs arising from subsequently marking any unmarked units.
- 9.1 Unless otherwise agreed, Alupress payments will be made with a deduction of 3% cash discount upon sending payment to supplier within [two weeks] after the goods and invoice have been received by Alupress.
- 9.2 Invoices have to be issued containing the purchase order number (in case of call-off order the call-off number must also be listed) and the supplier's number. In case the goods arrive after the invoice or the invoice is incomplete, the cash discount period commences at the time when both the goods and complete/correct invoice have been received.
10. Alupress is entitled to set off against the supplier's claims any claims of Alupress, its parent or subsidiaries.
11. The supplier is not entitled to assign or transfer its claims against Alupress to third parties or to demand its claims through third parties without prior written consent of Alupress, which shall not be unreasonably withheld.
12. The supplier is liable for material defects that impair the suitability of the product supplied for performance of the intended purpose of the product. Unless otherwise agreed, first-class materials and workmanship are required.
- 13.1 Unless otherwise agreed or unless otherwise specified in the Conditions, supplier's warranty includes liability for any lack of conformity to Alupress specifications. In no event may supplier rely on delayed notice of defects and of unconditional acceptance by Alupress. In cases of emergency or of failure of the supplier to fulfill its warranty obligations, Alupress may, at the supplier's expense, replace or repair items and the new period of warranty for the respective items is deemed to begin from the time of such delivery or repair.
- 13.2 Should Alupress be held liable for infringing official safety regulations or for any other legal reasons under United States or foreign law, Alupress is entitled to claim reimbursement for its the damages from the supplier insofar as the supplier's deliveries or its conduct were defective and gave rise to the damage.
- 13.3 Unless a longer period is agreed upon or is allowed by applicable by law, Alupress may assert claims based on this clause 13 within two years after acceptance of delivery. In case the delivered goods are used by Alupress for the production of parts which will be sold to a second tier supplier, Alupress may assert its claims within 36 months from sale of the finished product by the second tier supplier, but not more than 42 months after delivery.
- 13.4 Alupress' right of redress against a supplier on the grounds of a lack of conformity applies regardless of whether the end customer is a consumer.
- 13.5 Acknowledgements of the receipt of delivered items, and acceptances or approvals of drawings submitted to Alupress are not deemed to constitute a waiver regarding warranty claims or other rights with respect to defective products, deliveries and/or services.
14. The Alupress purchase order and all commercial and technical details disclosed by Alupress are to be kept confidential by the supplier. A supplier may refer to its business relationship with Alupress only after Alupress has given its consent in writing. All forms, models, drawings and other Alupress proprietary information shall continue to be the exclusive property of Alupress and shall not be released by supplier to any third party.
- 15.1 Place of performance for deliveries and service is the place of delivery specified by Alupress; otherwise and for all other obligations of both parties place of business is Laurens, South Carolina.
- 15.2 In addition to these General Conditions of Purchase, the law of South Carolina shall apply, to the exclusion of the United Nations Convention of Contracts for the International Sales of Goods, dated April 11, 1980.
- 15.3 Invalidity of any provision herein contained shall not affect the validity of the remaining provisions.
- 15.4 Alupress has the right to lodge claims hereunder in the courts of South Carolina or at any other court which has jurisdiction and in those courts where Alupress is held liable by third parties on the basis of circumstances in connection with the supplier's deliveries, services or other obligations.