

General Terms and Conditions of Sale and Delivery

Business Customers Only (B2B)

SPS Automotive GmbH

Am Steinacher Kreuz 20, 90427 Nuremberg, Germany

Version 1.0

These Terms apply exclusively to business customers / entrepreneurs. SPS Automotive GmbH does not sell to consumers under these Terms.

1. Scope

1.1 These General Terms and Conditions of Sale and Delivery apply to all quotations, sales, deliveries and other business relationships between SPS Automotive GmbH, Am Steinacher Kreuz 20, 90427 Nuremberg, Germany ("SPS") and its customers.

1.2 SPS sells exclusively to business customers / entrepreneurs, including in particular distributors, workshops, fleet operators and other commercial customers. Sales to consumers are excluded.

1.3 Deviating or supplementary terms and conditions of the Customer shall apply only if SPS expressly agrees to them in text form.

1.4 Individual agreements contained in quotations or order confirmations shall take precedence over these General Terms and Conditions.

2. Quotations, Orders and Formation of Contract

2.1 Quotations issued by SPS are non-binding unless expressly designated as binding.

2.2 A contract is concluded when SPS issues a written or electronic order confirmation or begins performance of the order.

2.3 Once the order has been confirmed, it is binding on the Customer.

2.4 Amendments or cancellations after order confirmation require the express approval of SPS.

2.5 Special-order goods and goods specifically sourced for the Customer are generally non-cancellable once the order has been confirmed. This includes in particular parts ordered by SPS from a supplier or otherwise specially procured at the Customer's request which are not part of SPS's regularly available stock.

3. Part Numbers, Vehicle Data and Compatibility

3.1 The Customer is responsible for providing complete and accurate information required to identify the requested parts. This may include, in particular, VIN/chassis number, engine number, transmission number, serial number, OEM/original part number, vehicle type, year of manufacture, technical data and, where appropriate, photographs of identification plates and existing components.

3.2 Recommendations, cross-references or part matching by SPS are based on the information supplied by the Customer.

3.3 If such information is incomplete, inaccurate or ambiguous, SPS shall not be responsible for resulting mismatches to the extent that SPS is not responsible for the cause.

3.4 Before installation, the Customer must verify that the part number, version, connections, dimensions and other apparent characteristics of the delivered part correspond to the required part.

3.5 Compatibility shall be deemed expressly warranted only where SPS has confirmed it in text form.

4. Prices

4.1 All prices are net prices plus applicable statutory VAT, where applicable.

4.2 Shipping, packaging, insurance, customs duties, import charges and other ancillary costs are not included unless otherwise stated in the quotation or order confirmation.

4.3 The price stated in the order confirmation shall apply.

5. Payment

5.1 Unless expressly agreed otherwise, the full invoice amount is due for immediate payment without deduction upon order confirmation and/or invoicing.

5.2 SPS is not obliged to dispatch or release the goods for collection until the full invoice amount has been credited to the bank account specified by SPS.

5.3 Where relevant, agreed delivery periods shall begin only after full payment has been received and all technical information required for the order is complete.

5.4 In the event of late payment, statutory default interest and other statutory rights shall apply.

6. Delivery and Delivery Times

6.1 Delivery periods and delivery dates are generally estimates and are non-binding unless expressly confirmed by SPS as binding.

6.2 Delivery periods are subject to timely receipt of payment and complete clarification of all technical and commercial matters.

6.3 SPS may make reasonable partial deliveries.

6.4 Delays caused by force majeure or other events beyond SPS's reasonable control, including transport disruption, strikes, war, embargoes, government measures, supplier failures, raw material shortages or comparable supply-chain disruptions, shall extend the delivery period for a reasonable time.

6.5 The same applies where a supplier fails to supply SPS on time, provided SPS is not responsible for the delay.

7. Shipping and Transfer of Risk

7.1 Unless otherwise agreed, shipping costs are borne by the Customer.

7.2 Where goods are shipped to a business customer, risk passes to the Customer upon handover of the goods to the carrier, freight forwarder or other transport service provider, to the extent permitted by law.

7.3 Transport insurance will be arranged only at the Customer's express request and expense, unless otherwise agreed.

7.4 Any Incoterms or special delivery terms agreed in the quotation or order confirmation shall take precedence.

8. Retention of Title

8.1 Goods delivered remain the property of SPS until all claims arising from the relevant contractual relationship have been paid in full.

8.2 In ongoing business relationships or where payment terms are exceptionally granted, retention of title may, to the extent permitted by law, extend to all outstanding claims arising from the business relationship.

9. Inspection of Goods and Notice of Defects

9.1 The Customer must inspect the delivery promptly upon receipt for identity, quantity, externally visible damage and apparent defects.

9.2 Merchants must in particular comply with the inspection and notification obligations under Section 377 of the German Commercial Code (HGB). Apparent defects must be notified without undue delay after delivery and hidden defects without undue delay after discovery.

9.3 Transport damage should, where possible, be documented immediately with the transport service provider.

9.4 A notice of defect must include at least the SPS invoice or order number, part number, a description of the defect and suitable photographs or other evidence.

10. Statutory Liability for Defects

10.1 For new goods, the limitation period for claims based on defects against business customers is generally 12 months from delivery, to the extent permitted by law. Mandatory statutory exceptions remain unaffected.

10.2 In the event of a justified defect, SPS must first be given a reasonable opportunity to inspect the goods and provide subsequent performance.

10.3 To the extent permitted by law, SPS may choose between repair and replacement.

10.4 Claims are excluded in particular for damage caused by improper installation or removal, unsuitable or insufficiently qualified personnel, incorrect use or overloading, failure to follow manufacturer, installation or maintenance instructions, unsuitable operating fluids, normal wear and tear, unauthorized modifications or repairs, accidents, external influences, improper storage or use of a part for a vehicle or assembly for which it was not intended.

10.5 Mandatory statutory exceptions remain unaffected, in particular in cases of intent, fraudulent concealment, expressly assumed guarantees, injury to life, body or health, and mandatory statutory recourse rights.

11. Inspection of Complained-About Parts

11.1 SPS may require a complained-about part to be returned to SPS or to the manufacturer/supplier for technical inspection before a claim is accepted.

11.2 Return or acceptance of a part for inspection does not constitute acknowledgement of a defect.

11.3 If no defect is found or if the cause demonstrably lies within the Customer's area of responsibility, reasonable inspection, transport and handling costs may be charged to the Customer where the legal requirements for such reimbursement are met.

12. Voluntary Warranty / Guarantee

12.1 Any voluntary warranty or guarantee is additionally governed by the SPS Warranty and Defect Claims Policy.

12.2 A manufacturer statement, product description or designation as a Genuine/Original part does not by itself create an independent warranty or guarantee by SPS.

13. Liability

13.1 To the extent permitted by law, SPS is in particular not liable for indirect loss, production or vehicle downtime, loss of profit, loss of use or other consequential loss unless mandatory liability applies.

14. Return of Correctly Supplied Goods

14.1 There is no entitlement to return or exchange goods that are free from defects and have been supplied in accordance with the order.

14.2 Any return is accepted solely on a voluntary basis and in accordance with the SPS Return and Cancellation Policy.

15. Export, Customs and Sanctions

15.1 The Customer must comply with all applicable German, European and international export control, customs, sanctions and embargo regulations.

15.2 SPS may refuse or suspend a delivery, or request additional information regarding the end customer, destination or intended use, where necessary to comply with such regulations. The Customer's declaration regarding the place of delivery and the end user is the responsibility of the Buyer and is binding on the Buyer.

16. Governing Law and Jurisdiction

16.1 The laws of the Federal Republic of Germany apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 To the extent legally permissible, Nuremberg, Germany, shall be the exclusive place of jurisdiction, in particular for merchants, legal entities under public law and special funds under public law.

16.3 SPS may additionally bring proceedings against the Customer at the Customer's general place of jurisdiction.

16.4 In the event of discrepancies between the German version and any translation, the German version shall prevail.

17. Final Provisions

17.1 If any provision of these Terms is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by the applicable statutory rule.