



Terms and Conditions of Order and Delivery for contracts regarding free samples via the Webshop of Hirschmann Automotive GmbH

1. Bases and scope

1.1 These Terms and Conditions of Hirschmann Automotive GmbH having its principal place of business in Rankweil, Austria ("Seller"), ("Terms and Conditions") shall govern all contracts regarding the order and delivery of free samples of Seller's products ("Free Samples") by the customer ("Buyer") online via the webshop available under <http://shop.hirschmann-automotive.com> ("Webshop"). For the sale and delivery of products of the Seller against payment separate terms and conditions apply, which are available here <http://shop.hirschmann-automotive.com/general-terms-and-conditions>.

1.2 The Webshop is aimed exclusively at entrepreneurs. The use of the Webshop by consumers in the meaning of the Austrian Consumer Protection Act is expressly prohibited.

1.3 By submitting his offer (see Article 2), the Buyer accepts these Terms and Conditions. Deviating terms and conditions of the Buyer shall not be binding on the Seller unless the Seller has expressly approved their application in writing. There shall be no need for the Seller to object to any deviating terms and conditions of the Buyer in the individual case. Under no circumstances shall the conduct of the Seller be construed as an approval of such terms and conditions; this shall apply in particular also to conduct such as any acts that may be performed in fulfillment of the contract, silence on the Seller's part, the delivery without reservations of order confirmations and the like.

1.4 The Seller expressly reserves the right to unilaterally change the Terms and Conditions for the future at any time. The currently valid version of the Terms and Conditions shall be made available to the Buyer during the ordering process and apply to any new order via the Webshop. The Buyer accepts the Terms and Conditions in the current version by submitting an order.

2. Registration/Webshop access

2.1 Prior to its first order, the Buyer has to register with the Webshop. Upon registration, the Seller provides the Buyer with a personal account. This requires that the Buyer is an entrepreneur in the meaning of the Austrian Commercial Code and accepts these Terms and Conditions.

2.2 Upon setting up the account the Buyer has to provide the following information: name, company name, email-address, department, VAT ID, street and number, zipcode, city, country. The Buyer is obliged to provide true, accurate, current and complete information and to keep his data up to date. The Buyer may change the data at any time by changing the setting of his account.

When setting up the account, the Buyer can select a password for access to his account and has to provide a valid email address. If the Seller accepts a request, the Buyer will receive a link for activating his account. By clicking the link, the account will be activated.

The Seller reserves the right to refuse or revoke a request for setting up an account or to refuse or revoke an existing registration without giving any reason. However, in the event of revocation, it has no effect on contracts already entered into but not yet completely settled.

2.3 The Buyer shall be responsible for maintaining the confidentiality of the password. The Buyer shall hold the Seller harmless regarding all damages arising from failure

to keep the password confidential. The Seller can only check whether a password matches a properly activated Buyer account, but has no further inspection duty. Any person, who logs in with Buyers email address and password, is considered to be authorized to place legally valid orders for the Buyer. Should the Buyer suspect that its password has become known to a third party, or that the password may have been misused, he has to immediately amend it online and to inform the Seller of the possible misuse by email to shop@hirschmann-automotive.com.

2.4 The Seller shall not be liable for uninterrupted function of the Webshop. Seller has the right to apply, anytime and without prior notice, changes which require a Webshop downtime. Seller further shall not be liable to provide a certain server capacity and, therefore, overload and longer response times must be expected.

3. Conclusion of contract

3.1 Presentation of the Free Samples in the Webshop is not binding. The order placed by the Buyer by clicking the button "send order" constitutes the legal offer to enter into a contract with the Seller. A confirmation email shall be sent to the Buyer after receipt of the order by Seller. This confirmation still does not represent acceptance of the offer. A contract will be deemed concluded once the Seller has dispatched to the Buyer either a separate written confirmation of the order or a delivery. Seller reserves the right to only partially accept orders or to refuse them totally without stating reasons at its own discretion.

3.2 Where the confirmation of the order or the documents referenced therein deviate from declarations previously made by the Parties, such deviations will be deemed approved unless the Buyer expressly objects to the respective deviation in writing within a reasonable period of time, but not later than five working days after receiving such order confirmation. The Buyer shall have no right of objection regarding the application and scope of these General Terms and Conditions.

3.3 Once the contract has been concluded, changes to the order on the part of the Buyer shall only be possible subject to the Seller's approval and subject to indemnification.

3.4 The performance of a number of deliveries or services over a longer period of time shall not give rise to a continuing obligation or any other right to obtaining further Free Samples unless and until expressly so agreed in a contractual document signed by both Parties.

4. Prices and Delivery

4.1 No fees are charged for delivery of Free Samples.

4.2 Packing and freight/carriage expenses are born by the Seller.

4.3 The choice of the delivering service is made by the Seller in its sole discretion without any guarantee or preference for the choice of the quickest service. Delivery dates and deadlines, if at all indicated, shall never be binding.

4.2 Where circumstances occur on the Seller's side (and/or also on the subcontractor's side) which are unforeseeable or which are independent of the intention of the Parties, such as, for instance, all events of force majeure, which prevent compliance with a period agreed for delivery, such period shall in any case be extended by the period during which such circumstances prevail; such



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circumstances being understood to include, without limitation, armed conflict, interference and prohibitions by the authorities, delays in transportation and customs clearance, damage to or loss of goods in transit, shortage of energy and raw materials, labor conflicts as well as default of a material, hard-to-replace subcontractor on the Seller's side. None of the above shall entitle the Buyer to assert claims for indemnification or other claims against the Seller.

5. Transfer of risk and place of performance

The place of performance for the delivery of the Free Samples shall always be the works or the warehouse of the Seller. Risk and title shall pass to the Buyer as the delivery leaves the works or the warehouse. All this shall apply despite Seller performing or organizing transportation..

6. Warranty, liability

6.1 Free Samples are provided for demonstration purposes only and are not determined for the use in vehicles or any other use than simply physically viewing the product. Any deviating use of the Free Samples by the Buyer shall be expressly prohibited.

6.2 Free Samples are provided free of charge. Therefore any warranty, guaranty or liability claim of the Buyer concerning or related to the Free Samples shall be – as far as permitted under mandatory law – excluded.

6.3 The Buyer shall indemnify and hold the Seller harmless in respect of any damages that occur due to a prohibited use of the Free Samples by the Buyer and, if so requested by the Seller, shall join the respective proceedings as a party or intervener at its own cost and litigate for the benefit of the Seller

7. Industrial property rights and copyright

7.1 Any Free Sample documentation as well as any execution specifications such as, e.g., drawings, sketches and other technical documentation, if any, and the Free Samples themselves as well as any other samples,

models, pictures and illustrations and the like shall always remain the intellectual property of the Seller and are subject to the relevant statutory provisions regarding reproduction, imitation and competition, etc. The aforementioned documentation and objects shall be treated as confidential and be neither exploited nor disclosed to third parties by the Buyer; the Seller may demand their return at any time. They shall be returned to the Seller without immediate effect if the Buyer places an order with a third party.

8. Data protection

The Buyer hereby agrees to the Seller's Privacy Policy available here <http://shop.hirschmann-automotive.com/data-protection-regulations>

9. Severability clause

Should individual provisions of this contract be ineffective, the remaining provisions hereof shall not be affected thereby. The ineffective provision shall be replaced with a valid provision coming as close as possible to the goal sought to be achieved. This shall also apply to any gaps in this contract.

10. Venue and applicable law

The contracting parties agree, with binding effect for themselves and their legal successors, that the venue for all disputes directly or indirectly arising from the contracts entered into by and between the contracting parties, from the delivery of Free Samples or with regard to these Terms and Conditions shall be Feldkirch, Austria. Austrian law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Rankweil, November 1, 2015