

# **KRONPRINZ Germany GmbH KRONPRINZ (Shandong) Co., Ltd. (Formerly Accuride Wheels (Shandong) Co., Ltd.)**

## **General Terms and Conditions for Services**

### **1. Applicability**

These terms and conditions apply to all services provided to the customer by a service provider on the basis of a tender. Any deviating terms and conditions of the service provider shall not be recognized.

### **2. Scope of services**

The service provider shall perform the services described in the tender in a timely and professional manner. Time is an essential factor in the performance of the services.

### **3. Obligations of the service provider**

The service provider undertakes, among other things, to:

- Compliance with all applicable laws and regulations
- Compliance with the customer's safety and conduct rules
- Keeping complete records of services rendered
- Obtaining approval for subcontractors from the customer
- Ensuring that all persons employed are qualified
- Proper handling of customer materials

### **4. Change orders**

The customer may request changes to the services. The service provider must submit a binding cost estimate for this.

### **5. Remuneration and payments**

- The service provider shall receive the remuneration specified in the tender.
- Payment shall be made within 30 days of receipt of the invoice.
- Travel expenses shall only be reimbursed with prior written approval.
- The customer may offset counterclaims.

### **6. Intellectual property**

All work results arising within the scope of the services shall become the property of the customer. The service provider shall assign all rights thereto.

### **7. Confidentiality**

The service provider undertakes to maintain confidentiality regarding all non-public information. This obligation shall remain in force even after the end of the contract.

### **8. Representations and warranties**

The service provider warrants that:

- the services will be provided professionally and in accordance with the law
- no third-party rights are infringed
- the work results are free from third-party rights

## **9. Liability and indemnification**

The service provider indemnifies the customer against all claims by third parties arising from the service or defects therein.

## **10. Termination**

- The customer may terminate the contract at any time with 3 days' notice.
- Termination without notice is possible in the event of breaches of duty.

## **11. Force majeure**

Neither party shall be liable for events beyond its control, such as natural disasters or official measures.

## **12. Assignment**

The service provider may not assign rights and obligations under this contract without the customer's consent.

## **13. Legal relationship**

The relationship between the parties is that of independent contractual partners. No partnership or power of representation is created.

## **14. Choice of law and place of jurisdiction**

KRONPRINZ Germany GmbH is governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Wuppertal.

For companies outside Germany, the provisions set out in the appendix to these General Terms and Conditions apply.

## **15. Other provisions**

- Only written amendments are effective.
- Individual invalid clauses shall not affect the validity of the rest of the contract.
- The contract language is German.
- Supplementary provisions apply to subsidiaries in China (Appendix A).

## **Appendix**

### **APPENDIX A – China**

- Dispute resolution: Arbitration under Chinese law (CIETAC).
- Legal references: National and local laws of China.
- Language: English.
- Substitution (service provided by a third party): Only with consent, substitute is directly liable to the customer.