

**Addendum to
Global Terms and Conditions of Purchase** (issue: May, 2006)**Special Provisions for the Purchase of Production Equipments**

The special provisions for the purchase of Production Equipments constitute an addendum to the Global Terms and Conditions of Purchase ("GTCP") and apply for Purchase Orders of machines ("Production Equipments") and hereto related performances.

The following sections are amended solely in the respects set forth hereinafter:

II. Quantities, Dates

Section (a) does not apply.

The new sections (e) to (i) shall be added as follows:

(e) In case of a delay in delivery for which Supplier is responsible, Buyer is entitled to demand liquidated damages in the amount of 0.5% of the order-value for every delayed working-day, however with a maximum of 10 % of the order-value, unless Supplier proves that the damage caused by this delay was in fact lower. Supplementary claims or other legal claims remain unaffected thereof, and the liquidated damage shall be offset against such claims. Buyer is entitled to assert a reservation of the liquidated damage until final payment.

(f) The delivery or performances conducted by Supplier shall include documentation material, list of spare parts, operating instructions, declarations of conformity, schedules with operational sequences as well as all further documents which are necessary for a proper use of the Contractual Product without any restrictions. These documents have to be included in the delivery of the Contractual Products.

(g) Supplier shall effect the installation with his employees, whereas the costs for this installation are already included in the price, unless otherwise agreed in the Purchase Order.

(h) Supplier shall be committed to train and instruct Buyer's employees in the use of the Production equipment, including its software, as far as Buyer deems this as necessary. Such training shall be made free of charge.

(i) The Brose Instructions for Production Facilities in its actual version shall apply. Supplier has already received these instructions, they are resulting from the specification sheet or can be requested from Buyer.

III. Packaging and Shipment

Section (b) does not apply.

The new sections (d) and (e) shall be added as follows:

(d) Buyer shall attach to the Purchase Order for Production Equipments an inventory number as well as a specification plate for each equipment. Supplier shall affix these labels clearly visible on the equipment to be delivered. Buyer has the right not to accept equipments which do not show the relevant inventory number or specification plate.

(e) The visible labelling of the Production Equipments with Supplier's company name or company logo is not permitted. Buyer has the right to remove such labels from the Production Equipments or to make them irrerecognizable at Supplier's cost.

IV. Prices and Payment Terms

Clause IV. will be amended as follows:

(a) The prices and payment terms are as stated in the Purchase Contract. Unless otherwise stated in the Purchase Contract, the payment term shall be the 25th day of the month following delivery and invoicing. All shipments shall be DDU according to the applicable Incoterms. Prices in a Purchase Contract shall be fixed and shall constitute the total price for the manufacture and delivery of Goods and services under a Purchase Contract. Supplier shall not be entitled to adjust prices and no additional charges of any type shall be added without Buyer's express prior written consent. Delay in receiving invoices or Goods and deliveries of defective Goods entitle Buyer to withhold payment. To the extent permitted by law payment will be performed through self billing procedure.

(b) Supplier shall submit to Buyer invoices in duplicate (copy to be marked accordingly). Invoices shall contain delivery address, number of Supplier, number and date of the Purchase Order or of the purchase contract, additional data for Buyer (allocation), unloading point, number and date of delivery note, quantity and article number of parts with Index as well as inventory numbers.

VII. Risk of Loss and Title to Goods

Clause VII will be amended as follows:

Title to the Production Equipment or to any of its part, with all unfinished intermediate stages and including all corresponding documentation, shall pass to Buyer already at the beginning of production or with acquisition by Supplier, as the case may be. Title shall pass to Buyer independent from payment of the Production Equipment, whereas Buyer's obligation for payment according to the respective production phase remains unaffected. This passing of title does in no way allegorise an acceptance of the respective unfinished intermediate stages or an acceptance of the Production Equipment.

VIII. Quality and Inspection

Sections (a) and (b) will be amended as follows:

(a) Supplier shall observe the accepted state of the art for the design and manufacture of the Production Equipment and comply with all legal requirements. Supplier warrants the conformity of the Production Equipment with the accepted state of the art.

(b) Supplier is obliged prior to its acceptance of the Purchase Order and prior to its agreement of modifications with Buyer to analyse and review Buyer's specifications and drawings as well as any other parts of the Goods provided or specified by Buyer. Supplier acknowledges that specifications and drawings as well as all other parts of the Goods provided or specified by Buyer are sufficient and adequate to manufacture the Goods in compliance with the Purchase Contract. Supplier shall participate on request in any quality and development programs of Buyer or its customer.

The new sections (f) and (g) shall be added as follows:

(f) Supplier has the exclusive responsibility for the construction. Before beginning of the production, Supplier has to coordinate the construction with Buyer's operating department. This discussion about the construction with the operating department comprehends only a rough inspection of the construction with regard to the overall function and does not release Supplier from his responsibility. Such discussion with Buyer about the construction does not constitute a legally binding acceptance.

(g) The employment of any sub-contractors is permitted only upon Buyer's written consent.

IX. Competitiveness

Clause IX. will be deleted.

X. Service and Replacement Parts

Clause X. will be amended as follows:

Supplier is obliged to ensure an unobstructed replacement parts availability for a period of ten (10) years after first delivery of the Good to Buyer at fair market conditions and prices. As soon as an insufficiency in replacement parts availability can be realized, Supplier shall be obliged to inform Buyer without delay about such insufficiency and to propose adequate compensating measures at the latest, however, three (3) months before the occurrence of a lack of supply.

XI. Warranties

Section (d) will be amended as follows:

(d) The warranty period shall end thirty-six (36) months after unreserved final acceptance by Buyer.

XXII. Intellectual Property and License

A new Section (e) shall be added as follows:

(e) If the source code for the software being necessary for the operation of the Production Equipment will not be delivered together with the Equipment, Supplier shall be obliged to deposit the source code within 10 days after delivery with a notary or an auditing company and to irrevocably instruct this notary or auditing company to release the source code to Buyer in case that a petition for bankruptcy proceedings on Supplier's assets has been filed or refused, upon termination of the contract or, in case of Supplier's breach of contractual commitments despite Buyer's reminder. In

case that a petition for bankruptcy proceedings on Supplier's assets is filed or refused, in case of a termination of the contract prior to maturity or, in case of Supplier's breach of contractual commitments despite Buyer's reminder, Supplier shall transfer title to the source code to Buyer already upon deposition. Buyer accepts this transfer of title with suspensory condition.

The source code shall be deposited via electronic data and additionally in written form. Supplier grants Buyer from now the right for a timely, spatially and factually non-restricted use of this source code, free of charge, as well as the right to modify and supplement this source code. The proof for this deposition as well as name and address of the notary or the auditing company shall be forwarded to Buyer without delay.

Upon each modification or renewal of the software, Supplier shall be obliged to immediately deposit and transfer the corresponding source code under the same conditions, unless the source code is passed to Buyer.

End of Addendum