

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

The special provisions for Thailand constitute an addendum to the GTCP for Purchase Orders placed by Brose Delloyd Automotive Co., Ltd. or any other company of the Brose Group having its principle place of business in the Kingdom of Thailand.

This Addendum shall modify the GTCP solely to the extent and in the respects set forth hereinafter:

**VI. Set-off**

Clause VI shall be replaced as follows:

In addition to any right of setoff or recoupment under law, Buyer shall be entitled to set off or reduce against amounts payable under a Purchase Contract (i) any claims against Supplier under a Purchase Contract or any other agreement or (ii) amounts Supplier owes to Buyer for any reason whatsoever. Defences of the Supplier may hinder a setoff only if their existence is expressly acknowledged by the Buyer in writing or finally decided by arbitration. Where amounts payable under a Purchase Contract arise from an unlawful act of the Buyer an offset may be disputed by the Supplier.

**VIII. Quality and Inspection**

Section (d) shall be replaced as follows:

(d) At the time of delivery Buyer will inspect incoming Goods for apparent damages. In case of defective or otherwise improperly supplied Goods, Buyer may at its discretion accept the Goods subject to reservations. Buyer shall have no obligation to examine the Goods for non-apparent damages and Supplier insofar waives any right to require Buyer to conduct any such inspection. Should the Buyer nevertheless undertake such inspection this shall not be interpreted as acceptance of the Goods or a waiver of strict performance and does not relieve Supplier of any liability or warranty. Neither Payment nor inspections carried out by Buyer or its Customer will constitute in any way acceptance of non-conforming Goods.

**XXIV. General Conditions**

Section (a) shall be replaced as follows:

(a) The law of the Kingdom of Thailand shall be applicable to the formation of a Purchase Contract, these GTCP, their validity, termination, interpretation, execution and the settlement of any dispute hereunder. Any conflict-of-laws provisions are expressly excluded.

Any disputes or claims arising from the execution of or in connection with a Purchase Contract or these GTCP shall be solved by friendly consultation between both parties. If the dispute has not been solved by friendly consultation between both parties in 60 days after its occurrence, it shall, unless explicitly otherwise stipulated in this Section, be submitted to arbitration as the exclusive and final forum for settlement. The arbitration proceedings shall be held in Bangkok, Thailand at the premises of the Thai Arbitration Institute in accordance with the Arbitration Rules of the Thai Arbitration Institute ("**TAI-RULES**") in force at the time the dispute is submitted to arbitration. Unless modified herein, the TAI-RULES shall be

deemed as incorporated by reference in this clause. Any dispute shall be decided by three (3) arbitrators appointed in accordance with the TAI-RULES. The language of arbitration shall be the English language. The parties agree to be fully bound to the arbitration award and not to commence or maintain any action in a court of law upon any matter in dispute arising from or in connection with a Purchase Contract or these GTCP except for the mere enforcement of the arbitral award determined by the arbitrators appointed in accordance with this Section.

The costs of the arbitration shall be borne by the party or the parties as designated in the arbitration award. In the process of arbitration, the parties shall continue to exercise their respective rights and fulfil their respective obligations except insofar as rights and obligations in relation to the dispute are concerned.

The Buyer at his discretion shall have the right to bring a claim against Supplier before a court at the Supplier's principal place of business as well.

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

(e) The English version of these GTCP shall be solely decisive for its interpretation. Any Thai version that may be in existence shall have the character of a mere translation, for information purpose only and shall not be used for the interpretation of these GTCP.

End of Addendum