

CONTRACT FOR THE LOAN OF TOOLS

between

Seuffer GmbH & Co. KG , Bärental 26, 75365 Calw

- hereinafter called "Seuffer" –

and

- hereinafter called "Supplier" –

it is hereby agreed as follows:

Section 1 Object of this Contract:

The object of this Contract is to lay down the ownership situation in respect of the tools/devices/installations to be provided by Seuffer to the Supplier, or to be manufactured by the Supplier for Seuffer, as well as the servicing and maintenance thereof.

Parts name:

Seuffer parts number:

Min. guaranteed tool output quantity:

approved parts

Tool/device/installation number:

For the sake of simplicity, the contractual items of whatever kind are hereinafter called "Tools".

Section 2 Value of the Tools/Devices/Installations

The value amounts to €, plus statutory value-added tax. The value includes both designing and manufacturing. Details can be founded in the corresponding purchase order for the Tools.

Section 3 Ownership and Ownership Protection

Title to the Tools shall fully pass to Seuffer upon the payment of the last instalment, without any special declarations having to be made. At Seuffer's request, however, the Supplier shall, for determining whether the Tools are ready for serial manufacturing, also additionally confirm the fact that title has passed to Seuffer, and the time of this passage of title.

After title to the Tools has passed to Seuffer and the purchase price (minus any price reduction claims) has been paid, the Supplier shall, in any event, surrender the Tools, including all documents, at Seuffer's request. In no event shall the Supplier be permitted to exercise a right of retention.

The Supplier shall make every effort to ward off any third-party encroachment upon Seuffer's title. The Supplier shall immediately notify Seuffer, if third parties wish to lay claim to the Tools.

The Supplier shall not be entitled to relocate the Tools to another place, or to another production site, without Seuffer's consent.

Any breach of the above provisions shall obligate the Supplier to pay a contractual penalty equal to the net purchase price (replacement value) of the Tools.

Seuffer may at any time inspect, itself or through third parties, the Tools, their quality or the place where they are kept.

Section 4 Marking

The Supplier shall clearly mark the Tools as Seuffer's property, and shall inscribe them at least with a tool number given by Seuffer. The nameplate made available by Seuffer shall be affixed to the Tools in such a manner that it is clearly visible. Photographs in digitalised form shall be made available to Seuffer by the Supplier for documentation purposes.

Section 5 Use of the Tools

The Supplier may use these Tools only for producing the products specified in Section 1 of this Contract, and only for Seuffer. Any other use shall require Seuffer's prior written approval.

The Supplier shall not hand over to third parties the design or any other data available in this connection regarding these Tools, or manufacture any tools for third parties with the aid of the plans. The contractual penalty mentioned in Section 3 of this Contract shall apply in every case of a violation.

Section 6 Servicing

The Supplier shall bear the cost of regular servicing and maintenance, as well as the cost of any necessary repairs to the Tools. The Supplier shall submit its servicing and maintenance plan forthwith at Seuffer's request.

The Supplier shall carry out servicing and repairs in sufficient time to avoid defects in the parts to be manufactured or a delay in manufacturing. The Supplier shall give timely prior notice of any foreseeable maintenance of the Tools, so as not to jeopardise any scheduled deliveries of parts to be produced. Any damage to the Tools shall be notified to Seuffer forthwith.

Section 7 Modification and Replacement of the Tools

Unless otherwise stipulated, Seuffer shall bear the cost of replacing the Tools, insofar as these have become unusable as a whole owing to normal wear and tear. Modifications to the Tools shall always, and in all cases, require a corresponding purchase order or written confirmation.

Section 8 Liability and Insurance

The Supplier shall be responsible that the Tools are manufactured and used in accordance with the relevant safety regulations and other protective regulations. As long as the Tools are located at the Supplier, they shall be looked after and stored by the Supplier with customary care on behalf of Seuffer free of charge. As long as the Tools are in the Supplier's possession, they shall be insured by the Supplier, at the Supplier's expense, against all customary risks (fire, theft, damage by third parties, etc.).

Section 9 Amendments to this Contract

In principle, amendments and supplements to this Contract must be in writing.

Section 10 Duration of this Contract

If a supply contract involving use of the Tools still exists between the Parties, termination by the Supplier shall be permissible no earlier than with effect from the agreed date for the last sub-delivery. Notwithstanding termination and notwithstanding the attainment of the contractual output quantity, the Supplier shall however also supply an additional quantity of up to 10 % of the output quantity at Seuffer's request.

If a petition for the institution of insolvency proceedings concerning the Supplier's assets is filed, Seuffer shall be entitled to terminate this Contract without prior notice.

The Supplier shall store the Tools, free of charge, for 15 years after the last delivery of the parts serially manufactured. External storage or scrapping of the Tools shall require Seuffer's written approval.

Section 11 Severability Clause

This Contract shall remain valid, even if any individual provisions prove to be invalid. The respective provision shall then be interpreted in such a manner that the commercial and legal purposes originally aimed at with the provision are fulfilled as far as possible.

Section 12 Place of Jurisdiction

Amtsgericht [Local Court] Calw or *Landgericht* [Regional Court] Tübingen, depending upon the value of the subject-matter, shall have exclusive jurisdiction over all disputes arising from this Contract, including any subsequent contracts.

Calw, [date:]		Place, date:
.....	Signature:
ppa. Klaus Wandler	i. A. Name of the purchaser	Name:
Head of Procurement	Commodtiy Buyer	Function:
Seuffer GmbH & Co. KG		Company name of the Supplier