

GENERAL TERMS OF SALE OF THE BHARAT FORGE ALUMINIUMTECHNIK GMBH & CO. KG, 09618 BRAND-ERBISDORF, GERMANY

Article 1 Scope

1. The following general terms of sale apply to the entire business operations with our customer or purchaser (in the following jointly called "customer"), even if they are not mentioned in later contracts. We hereby expressly oppose the inclusion of the customer's general conditions of purchase or any other general terms and conditions of the customer. This shall also apply, if the customer refers to his own terms and conditions, even if these contain clauses against unlawful interference and/or exclusion clauses and even if Bharat Forge Aluminiumtechnik GmbH & Co. KG (in the following jointly called "BFAT") does not expressly object to these, irrespective of the chronological order in which the concurrent conditions are referred to by the contracting parties, unless such conditions have been agreed to in writing.
2. Our conditions shall also apply to all future business operations with the customer without another reference to them.

Article 2 General Conditions

1. The data and illustrations contained in brochures and catalogues are customary approximate values, unless BFAT expressly designates them as binding.
2. Changes of agreed terms and conditions require the prior consent of the other contracting party and must take into account possible shifts of risks and costs.
3. Granting of rights in favour of third parties or any other involvement of third parties in contractual relations requires the prior consent of the other contracting party, even in case of developing, existing or changing corporate relations between a contracting party and the third party.

Article 3 Conclusion of Contract

1. The offers of BFAT are noncommittal. An order placed by a customer is a binding contract offer. BFAT is free to accept this offer within four weeks by sending a confirmation of the order or by forwarding the goods.
2. Unlimited contracts are subject to termination upon six months' notice.
3. The scope of delivery depends on the written confirmation by BFAT. This shall also apply, if the performance owed by BFAT is to be rendered according to conditions stipulated by the customer, in particular according to a drawing furnished by the customer. Any reference of BFAT to DIN/EN regulations and any other regulations is to be regarded a specification of the performance to be rendered and not a warranty of properties.
4. If well-founded doubts about the credit-worthiness of the customer subsequently arise, then BFAT shall be entitled to refuse delivery until security is provided or cash payment is assured to be made upon delivery. If the customer is not ready to provide the security or make the cash payment, despite having been requested to do so within a reasonable deadline, BFAT shall have the right to withdraw from the contract.
5. Oral information and promises given on the part of BFAT shall be binding only if and as far as BFAT confirms them in writing or complies with them by sending the goods and the invoice.

6. The declarations contained in the order confirmation or in other documents exchanged between BFAT and the customer (including electronic documents) as to the condition of the goods are not a warranty in the sense of sect 276 para 1 of the German Civil Code (BGB), unless BFAT expressly confirms this and indicates the success BFAT will guarantee.

7. In case of obvious mistakes, typing errors and miscalculations in the documents submitted by BFAT no commitment arises for BFAT. The customer shall be obliged to inform BFAT about such errors so that the order confirmation and/or the invoice can be corrected. This shall also apply to missing documents.

8. In case of a declaration of acceptance modified by the customer, the customer shall be obliged expressly to indicate the changes of content. If such express indication is missing, the preceding version of the BFAT shall be relevant.

Article 4 Cancellation Costs

If the customer cancels an order unjustifiably, BFAT can demand 5% of the selling price as compensation for the order processing costs and the profit loss, irrespective of the possibility to claim a higher actual damage. The customer shall have the right to prove a smaller damage.

Article 5 Prices, Price Changes

1. The prices indicated by BFAT are principally stated in euros, plus packing and insurance charges, delivery costs and statutory value added tax.

2. If the order confirmation does not state anything different, the prices of BFAT are quoted ex works.

3. Price changes are permissible, if there is a period of more than four months between the conclusion of the contract and the agreed date of delivery. If wages, prices of raw materials, other cost of materials, exchange rates concerning purchase prices or sales prices, tariffs, taxes or other charges as well as freights charges increase or decrease thereafter until completion of delivery or are newly introduced, then BFAT shall be entitled to increase or lower the price reasonably according to the cost development. This shall also apply in case of an agreed fixed price. The customer shall have the right to rescind only if the price increase constitutes more than 10% of the agreed total price. If the customer is a dealer, a legal person under public law or a special fund under public law, price changes according to the aforementioned regulation shall be permissible if the period between the conclusion of the contract and the agreed date of delivery exceeds six weeks.

4. If no binding ordering quantity has been agreed upon, then the non-committal quantity (target quantity) expected to be ordered by the customer within a certain period of time is taken as the basis of the calculation. If the customer purchases less than the target quantity, then BFAT shall be entitled to increase the unit price appropriately. If the customer purchases more than the target quantity, the unit price shall be lowered accordingly insofar as the customer announced the increased demand at least six months before delivery.

5. If the target quantity is exceeded or exceeded by $\pm 25\%$, the customer shall adapt the unit price accordingly.

6. In case of delivery contracts on call and unless anything else has been agreed upon, binding quantities shall have to be called off from BFAT at least three months before the delivery date. Possible extra costs which the customer caused by a late call or by short term subsequent changes of the call regarding time or quantity are charged to the customer. In such cases the calculation of BFAT shall prevail. Any changes are to be agreed upon with the BFAT business logistics and are to be clarified in individual cases.

7. Beyond that the following periods are considered as acceptance guarantee: three months in case of finished parts, six months in case of raw materials. In individual cases deviating regulations can be made.

Article 6 Terms of Payment, Set-Off

1. The purchase price and/or remunerations as well as payments for ancillary services are, subject to other agreements, to be paid within eight days after the date of invoice with 2% discount or net within 30 days. The costs of prototype production, prototype changes and repairs, processing costs as well as acceptance costs and costs of inspecting incoming goods are exempted. Such costs are to be paid immediately and without discount. As far as BFAT is entitled to partial performance, such can also be asserted and invoiced in the context of a uniform delivery contract by progress payment invoices. Performance to be rendered by third parties, e.g. external purchases, do not influence the time limit for payment.

2. The transaction shall be concluded only with receipt of payment on the accounts of BFAT.

3. Orders to pay and checks are accepted on account of performance only. Payments in the form of bills of exchange are not accepted.

4. Discounts shall be permissible only as far as there are no payments in arrears in the entire business relation.

5. BFAT shall be entitled to set off payments against the customer's old debts first. If costs and interest have already arisen, then BFAT shall be entitled to set off payments firstly against costs, then against interest and at last against the main performance.

6. The customer can only use uncontested and legally effective counterclaims to set off claims of BFAT. Furthermore, the customer shall have the right to claim a right of retention only insofar as his counterclaim is based on the same contractual relation as our claim for payment.

7. If the customer has not complied with agreed terms of payment relating to earlier performance or if there still are payments in arrears from earlier performance and/or the customer's solvency is questioned, then BFAT shall have the right to deliver the goods and/or render the performance only upon receipt of an appropriate pre-payment or an appropriate security. If the customer does not furnish sufficient pre-payment, advance payment or security, then BFAT shall be entitled to withdraw from the contract.

8. All demands become immediately due if the terms of payment are not kept to or if BFAT learns about circumstances which are in our opinion suitable to reduce the credit-worthiness of the customer. In this case, BFAT shall also be entitled to deliver outstanding goods only upon pre-payment and to rescind the contract after a reasonable time limit or to claim damages due to non-performance. In addition, BFAT can prohibit the resale and the processing of the delivered goods and can require their return or the transfer of the indirect possession of the goods delivered at the expense of the customer, and can revoke the direct debit authorization pursuant to Art. 8 sub-clause 2. In the cases mentioned, the customer authorizes BFAT as of now to enter the customer's company and to take away the goods delivered.

9. BFAT shall be entitled to cancel the contract, if an application for starting insolvency proceedings against the customer's assets is filed.

10. BFAT shall be entitled to securities customary in kind and extent for its claims as far as they are conditional or limited.

11. If, irrespective of the reason, difficulties should arise while transferring the invoice amount to the Federal Republic of Germany, the resulting disadvantages shall be charged to the customer. In case of sales in a foreign currency the customer shall bear the exchange risk from the moment of concluding the contract onwards. If the agreed manner of payment or the agreed method of payment cannot be complied with, the customer shall be obliged to make the payments according to BFAT's choice.

Article 7 Default

1. The customer defaults on performance, if he does not pay at a fixed point of time stated in the contract or upon BFAT's demand for payment made after the payment has become due. The statutory regulation pursuant to which the debtor automatically defaults on payment thirty days after receiving the invoice shall remain unaffected.

2. In case of the customer's default in payment, BFAT is entitled to claim interest five percent above base rate and eight percent above base rate in case of legal transactions in which no consumer is involved, from the due date onwards. The statutory regulation, pursuant to which higher interest can be claimed based on a different cause in law and claiming another damage is not excluded, shall remain unaffected.

Article 8 Retention of Title

1. All delivered goods remain the property (goods subject to retention of title) of BFAT until all claims are fulfilled, in particular also the respective account balance claims which BFAT is entitled to based on whichever cause in law. Likewise, all performances invoiced in relation to the goods delivered are component parts of the latter, and therefore are part of the purchase money claims.

2. The customer shall have the right to resell the delivery item in ordinary business as long as he duly fulfils his obligations towards BFAT. However, as of now and in advance, he assigns to BFAT all resale claims arising to him. After assignment, the customer shall be entitled to collect the claims. The collection shall be transferred on a bank account separate from other business accounts, which is held in trust for BFAT. The customer shall take all necessary and reasonable measures in order that the payment of the third party is not transferred on another bank account. The customer is obliged to pay over to BFAT collected sums stemming from assigned claims. On demand, the customer is obliged to prove that a bank account held in trust for collected third-party funds has been opened. BFAT's power to collect such claims shall remain unaffected by this. However, BFAT undertakes to not collect the claims as long as the customer duly meets his payments.

3. The customer's authorization to collect claims expires, if BFAT revokes it in writing or if the customer does not meet his payments stemming from collected revenues, or if an application for starting insolvency or composition proceedings against the customer's assets is filed or if he stops his payments. In these cases, BFAT shall be entitled to collect the assigned claims itself. The customer is obliged to give BFAT all information necessary for collection and to hand over the corresponding documents. In such case, the customer is further obliged to communicate this assignment to the debtors.

4. If the customer defaults in payment, BFAT can require the customer to name to BFAT the assigned claim and its debtor, to provide all information necessary for collection, to hand over the corresponding documents and to communicate the assignment to the debtors.

5. Processing or transformation of the goods by the customer is always to be made for BFAT without an obligation arising for BFAT. If the delivery items are processed together with items which do not belong to BFAT, then BFAT acquires joint ownership of the new thing in

proportion of the value of the delivered items to the other processed items at the time of processing.

6. If the delivered items are inseparably mixed with other items which do not belong to BFAT, then BFAT acquires joint ownership of the new thing in proportion of the value of the delivery items to the other mixed items. The customer holds the joint ownership in safe custody for BFAT free of charge.

7. The customer must neither pawn nor transfer ownership of the delivered items as a security. In case of seizure and attachment or other orders by third parties, the customer shall inform BFAT immediately and provide BFAT with all information and documents necessary for the defence of BFAT's rights. Enforcement officers and/or third parties are to be made aware of BFAT's property. In case of engaging a warehouse keeper, he shall be made aware of BFAT's property before storing goods belonging to BFAT.

8. BFAT undertakes to release securities due to BFAT upon the customer's request insofar as their value exceeds the claim to be secured by more than 20%.

9. If the retention of title or the assignment is not effective pursuant to the jurisdiction within the reach of which the goods are located, then the respective security for retention of title or assignment valid in this jurisdiction shall be considered to be agreed upon. If the customer's co-operation is necessary in such case, then he has to take all measures necessary for creating and asserting such rights.

Article 9 Dates of Delivery, Scope of Supply, Failure to Deliver

1. The agreed upon times and dates for delivery are always considered as approximate. Call dates and quantities in accordance with Article 5 para 6 shall apply only, if these were confirmed in writing or systemically actively by BFAT.

2. If BFAT can foresee that the commodity cannot be supplied within the delivery time, then the customer will be informed immediately and in writing about the reasons for this as well as about the prospective delivery date.

3. If BFAT for reasons, which BFAT has to represent, is in default of delivery, then the customer's claims for damage caused by default shall be limited to 5% of the value of the procession for each completed week of the delay, maximally however to 50% of the value of the processing. This restriction shall not apply, if the delay is based on intention, gross negligence or violation of substantial contractual obligations (so-called cardinal obligations).

4. The delivery time begins with sending of the confirmation of the order, however not before all details of the execution are clarified and all other conditions to be fulfilled by the customer have been submitted. Tacit assumptions shall be valid only in the context of the statutory time limits regulations of the German Civil Code (BGB). These shall be considered as kept, if up to their expiration the ready for dispatch is communicated or the article to be delivered has left the works. The same shall apply to the dates of delivery.

5. The delivery time extends, if measures have to be taken in the context of labour disputes, strike and lockout, official directives, difficulties in the procurement of materials, process-technical difficulties not due to BFAT's fault, rejects and reprocessing, operational disturbances, shortage of staff and lack of means of transportation and packaging and, altogether, if unexpected obstacles occur, which cannot be influenced by BFAT, in proportion to the duration of such events. This shall be valid also for delays with periods and dates bindingly agreed upon. This shall apply even if these circumstances occur in the relationship with subcontractors. For the duration of aforementioned obstacles the default shall not entail

any legal consequences, even if BFAT was already in default, when such circumstances occurred. The customer shall remain obliged to accept the goods at the price valid on the day of delivery although the delivery time is exceeded.

6. Partial deliveries and - achievements are in principle permissible, as far as they do not disadvantage the customer inadequately or this excluded such in writing with contract conclusion.

7. Claims for damages because of delayed supply or delayed performance or non-delivery or non-performance shall be excluded, except in cases of intention, gross negligence or violation of cardinal contractual obligations or if such claims are made to obtain compensation for damage done to life, limb or health. This shall not imply a change of the burden of proof to the disadvantage of the customer.

Article 10 Dispatch, Packing

1. In principle delivery takes place according to Incoterms 2000 "EXW". The goods are always dispatched on the account and risk of the customer also in case of prepaid freight.

2. In the absence of contrary mandatory legal provisions, packages, if existing at all, become property of the customer and are invoiced by BFAT. Postage and freight charges as well as packing expenses are invoiced separately. The choice of the mode of shipment shall be at fair and reasonable discretion.

3. The receiver shall exchange re-usable means of transport against flawless or equivalent means or be sent back to BFAT within 14 days at the receiver's own expense. Otherwise the supplied re-usable means of transport will be invoiced separately.

4. The take-over by the carrier shall be considered as proof of perfect condition of the casing.

5. In the absence of a special agreement BFAT selects the means of transport and the route of transportation.

6. On BFAT's demand the customer has to hand over the packaging, which is in the property of BFAT.

7. If containers owned by BFAT are not sent back to BFAT to arrive there within two weeks, BFAT shall be entitled to a rental on daily basis.

Article 11 Acceptance, Passage of Risk

1. The customer is obliged to accept the delivered article and to examine it immediately for any deficiency.

2. If the customer is in default with the collection or the acceptance of the delivered article longer than fourteen days from his receipt of the delivery notice due to intention or gross negligence, then BFAT, after setting a respite of another fourteen days, shall have the right to withdraw from the contract and/or require payment of damages. Granting a grace period is not required, if the customer refuses acceptance seriously or finally or if the customer is obviously not able to pay the purchase price also within such grace period.

3. With the delivery of the goods to the railway station, the forwarder or the carrier or with the beginning of the storage, at the latest however, upon leaving the works or the store, the risk passes over to the customer, even if BFAT took over the delivery.

Article 12 Deficiencies, Guarantee

1. The condition of the goods depends exclusively on the technical terms agreed upon for the delivery. If BFAT is to deliver in accordance with drawings, specifications, samples etc. provided by the customer, the latter shall accept the risks of suitability of the goods for the intended purpose. The time of the passage of the risk (Art. 11, sub-clause 3) is decisive for the conformity of the goods.

2. BFAT is just as little responsible for material defects, which result from unsuitable or inappropriate use, incorrect mechanical treatment, incorrect assembly and/or start-up by the customer or third party, usual wear, incorrect or careless handling, subsequent processes unrecognizable by BFAT, as for the consequences of changes made in an inappropriate way and without prior consent of BFAT or of repairs made by the customer or a third party. The same applies to deficiencies, which do not reduce the value or the fitness of the goods but insignificantly.

3. The limitation of compensation claims for material defect depends on the law, as far as nothing else is agreed upon.

4. If acceptance of the goods or a first sample examination was agreed upon, notification of defects, which the customer could have found out with due care at acceptance or first sample examination, is excluded.

5. Defect shall be notified in writing in accordance with sect 377 of the Commercial Code (HGB) immediately, in case of obvious deficiencies within a period of exclusion of five working-days after delivery to the customer and, in case of hidden deficiencies, within three working-days after their discovery.

An immediate notice of defect initially made verbally (by phone) needs to be confirmed in writing within three days at the latest after the verbal notice, possibly by email, together with photo and detailed description.

6. Upon delivery the customer is obliged to examine the goods immediately for completeness. If the customer notifies any defect of the supplied goods, this will justify a right to hold back payment only, if the existence of the defect is finally and bindingly ascertained or not denied by BFAT. The payment held back must be proportional to the defect arisen.

7. Transport damages and/or missing quantities can only be recognized, if these were notified immediately upon receipt. In the case of transport damages the customer has to cause the competent authorities immediately to ascertain the facts.

8. If the customer uses or processes the supplied goods, this is considered as acceptance of the goods and as final renouncement of the customer of any deficiency or any other claim.

9. The non-conforming goods must neither be unpacked nor altered without BFAT's consent, at the latest from the time when the alleged deficiency has become known until the settlement of the notice of defect. The customer is obliged carefully to keep the non-conforming goods, effectively to prevent withdrawal from the store for incoming goods, to hold the non-conforming goods available for inspection and to leave them to BFAT for examination on demand. The customer is not entitled to claim reimbursement of safe-keeping costs.

10. Notification of deficiencies is excluded, if such deficiencies could have been detected at the final acceptance agreed upon pursuant to sub-clause 11.

11. If the goods are dispatched on behalf the customer to another receiver, then such goods must be examined and accepted on the premises of BFAT before the dispatch on behalf and

at the expense of the customer. Otherwise the goods will be regarded as delivered free of any condition as from the dispatch.

12. If the customer wishes necessary examinations to be made by BFAT, then the customer shall inform BFAT about such wish. Kind and range of the examinations as well as the associated costs need to be agreed upon by the conclusion of the contract. The costs are charged to the customer.

13. If a final inspection is wished, extent and conditions need to be specified by the conclusion of the contract. The acceptance shall take place on the supplier's premises at the expense of the customer immediately after the announcement of readiness for acceptance. If the acceptance does not take place at all or not in time or not completely, BFAT is justified to dispatch and/or store the goods at the expense of the customer; thus the commodity shall be regarded as accepted.

14. Deviations from the ordered number of pieces up to 10% are permissible, since they are unavoidable for technical reasons.

15. BFAT does not grant a guarantee for the suitability and the intended use of the material offered and/or supplied by BFAT. Rather is the customer responsible, with regard to the intended purpose, for the appropriate construction with attention duly paid to the safety regulations, for the selection of the material and the required testing methods, for correctness and completeness of the technical terms of delivery and the technical documents and drawings handed over to BFAT as well as for the execution of manufacturing facilities provided, even if BFAT suggests changes, which meet with the customer's approval. This exclusion of guarantee applies in particular also to cases, in which BFAT, on the express wish of the customer, terminates the production of a product, which was begun by a third party or the customer. The exclusion of guarantee applies likewise to the transfer of the production to a third party, if arranged by the customer.

16. Furthermore the customer guarantees that patent rights and other third party rights are not injured due as a result of the data furnished by the customer. If a third party claims compensation from BFAT for loss suffered for reasons which the customer is to be made responsible for, BFAT shall exempt the customer from such claims.

17. If the customer prescribes the use of components or subcontract parts, BFAT shall not be liable for such parts, particularly, if the customer prescribes or defines the constructional execution and/or negotiates basic commercial conditions.

18. In case of unsatisfactory goods, BFAT can choose either to have them replaced or to have them reworked, if possible. Non-conforming goods can be sent back only with BFAT's consent. Returned goods accepted by BFAT exclude tacit acceptance of the objection. Only the customer of BFAT is entitled to exercise warranty rights. Such rights are not transferable.

19. The customer has the right of abatement or resignation, if a reasonable deadline set to BFAT for subsequent satisfaction (correction, subsequent delivery, procurement of spare parts) concerning a defect in the sense of these terms of delivery expires in vain for reasons BFAT is to be blamed, or if subsequent satisfaction fails twice or if subsequent satisfaction is no longer reasonable for the customer.

20. Liability for all damages is excluded, as far as such damages are not expressly designated in these General Terms and as far the damage has not occurred to the delivered article proper. This disclaimer shall not apply to deliberate or roughly negligent behaviour, to violation of cardinal obligations, to endangering life, limb or health, or if BFAT took over the warranty for the condition of the thing or for its durability. In these cases the liability of BFAT is limited to contract-typical foreseeable damage.

21. Furthermore, the non-liability shall not apply to cases of liability for damage to lives, limbs or health because of faults of the delivered article or for damage to things caused by privately used articles. The non-liability shall also not apply to the absence of guaranteed properties insofar as the warranty aims at safeguarding the customer against damages, which have not arisen in the delivered article.

22. For dealers and newly delivered goods the warranty period is twelve months after passage of the risk to the customer, on condition of appropriate use. The warranty is excluded for used things.

Article 13 Total Liability

1. Any liability for damages beyond the liability defined in Art. 12 is excluded, irrespective of the legal nature of the claims asserted. This applies particularly to claims for damages from *culpa in contrahendo*, unlawful acts or breach of duties concerning liabilities, and to claims in tort for replacement of damaged property pursuant to sect 823 BGB. BFAT is therefore not liable for damage, which has not been caused to the supplied goods. Above all BFAT is not responsible for lost profit or other financial damages occurring to the customer.

The customer undertakes to conclude a field damage agreement with BFAT before concluding a contract.

2. The restriction of para 1 shall also apply, if the customer, in place of claiming replacement of damaged property, claims indemnification of useless expenditures.

3. As far as the liability for damages against BFAT is excluded or reduced, this shall apply also regarding the personal liability of BFAT's employees, co-workers, representatives and assistants.

4. As far as liability law of the United States of America should find 16 exp. subject to § 1 application, a non-liability to legally permissible extent takes place, it is, this concerns compelling liability law. This is valid also for the recall range TREAD.

Article 14 Industrial Property Rights

BFAT is liable to ensure that rights of third parties in the country of the place of delivery are not infringed by the contractual use of the supplies. If a third party asserts a claim against the customer for such infringement, BFAT saves the customer harmless against such claim (covering all necessary expenditures of the customer), if BFAT is to be blamed for the infringement. The customer is not entitled to make any agreement, e.g. a compromise, with a third party without BFAT's prior consent. BFAT has a respective right of indemnity against the customer, as far as the supplied goods had been manufactured according to drawings, models or other instructions (including specifications) of BFAT and as far as BFAT did not know or did not need to know that industrial property rights of a third party would thereby be injured.

Article 15 Models, other Tools and Devices

1. The customer shall deliver models and other tools to BFAT packaging and freight prepaid.

2. If BFAT manufactures models, other tools and devices needed for the production according to own artwork or artwork provided by the customer, then the customer will be charged this separately. BFAT remains owner of the manufactured things until all demands from the business relation are fulfilled. As soon as the purchase price is paid, the ownership of the models and tools will be transferred to the customer.

3. As for models, other tools, devices and technical information in possession of BFAT, though not owned by BFAT, BFAT takes on only the responsibility for appropriate use and storage. It remains the customer's concern to insure these things sufficiently against fire and damages caused by water as well as against theft.

4. Models, other tools and devices, which have not been used for the manufacture of forgings for five years and longer, will turn into property of BFAT without particular notification and will be destroyed, if necessary, to discharge BFAT. The customer shall bear any possible costs arising in this connection. BFAT will inform the customer about this in writing.

5. BFAT is entitled to demand appropriate payment for the storage.

6. If the customer suspends or terminates co-operation during the time of preparation of the samples or tools, all costs of manufacture and construction (engineering, raw material procurement, logistics etc.) of models, other tools and devices arisen up to then will be charged to the customer.

7. The employment of customer-related tooling by BFAT for supplies to third parties requires the customer's prior written consent.

Article 16 Place of Jurisdiction, Place of Performance

1. All legal relations between the customer and BFAT, even if the latter is domiciled abroad, shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods is expressly not mandatory.

2. Place of jurisdiction and place of delivery is Brand-Erbisdorf, Germany.

Article 17 Escape Clause

If individual provisions of this contract should be ineffective or contain a gap, then the remaining provisions of it shall remain untouched. The parties shall find a legally permissible provision, which comes closest to the economic purpose of the ineffective provision to be replaced or which fills out such gap.

Article 18 Commencement /Current State

1. The general terms of sale became effective on August 01, 2007.

2. The updated general terms of sale have been effective since June 30, 2009.

**BHARAT FORGE
ALUMINIUMTECHNIK**

