

**Behr to Handle Multipack Pool as of January 2010/
End of Cooperation with comepack GmbH**

Dear Sir or Madam,

We would like to inform you that we will discontinue our cooperation with comepack GmbH as of December 31, 2009.

Starting January 1, 2010, Behr will handle operations for the multipack pool in Europe with the listed boxes ("boxes") as follows:

- MU4, MU5, MU5L, MU6, MU6L, MU7, CP3
- The boxes will continue to be used for all deliveries to Behr subsidiaries and plants in Europe; all current packaging instructions remain unaffected. Pre-existing delivery schedules for the boxes will also retain their current validity.
- Behr will continue to repurchase the boxes containing material used for deliveries at their current prices. See Attachment 1 for current prices.
- In the future, you will no longer purchase empty boxes from comepack, but instead order them from Behr. Purchase prices correspond with the prices for the sale of the boxes filled with material to Behr. For current prices, see Attachment 1. Behr retains the title to the boxes as outlined in Attachment 4.
- Payment targets for the purchase and sale of boxes are as follows: 30 days net
- Behr is authorized to offset claims from the sales of boxes against your outstanding claims. This applies for the entire Behr Group, i.e. Behr and every



Behr subsidiary in which Behr owns direct or indirect shares of over 50% is permitted to apply claims from Behr subsidiaries toward your company resulting from box sales to offset your claims.

The following timetable has been established for the transition phase:

- December 9, 2009 is the last order date for empty boxes from comepack.
- December 16, 2009 is the last day that comepack will deliver empty boxes.
- On January 4, 2010, Behr will begin accepting your orders for empty boxes.
- Behr will begin delivering empty boxes on January 7, 2010.

Make sure that you have placed your final order with comepack by December 9, 2009 for all empty boxes required for your production for Behr until January 11, 2010.

Central orders for empty boxes can be submitted to Behr starting January 4, 2010, using the form included in Attachment 2:

- by fax: +49 (0) 711 8902 10225
- by e-mail: KLTPool@behrgroup.com

The number of boxes on each pallet is scheduled to change. The new ordering quantities can be found on the order form (Attachment 2).

Analog to the currently valid process, a minimum quantity will be defined for standard box orders that are not subject to freight charges. The minimum order quantity will be set at 10 pallets. As under the previous conditions, you may also order a smaller number of pallets; however, you will be billed a surcharge for small quantities as defined in Attachment 2.

Suppliers who deliver under incoterm DDU using their own transport vehicles and who pick up empty boxes for transport on their return routes are permitted to order a smaller quantity of pallets at no surcharge. After notification and confirmation, the boxes will be made available in the corresponding plant. In order to arrange the most convenient pick-up times in conjunction with the deliveries of your goods, we request that you consult the contact persons named below by December 4, 2009.

The boxes that you order from Behr may only be used for deliveries to Behr subsidiaries. Their use for deliveries to other customers or in circulation with your sub-contractors is expressly prohibited.



Behr will accept the return of all boxes in your possession on December 18, 2009, as well as the quantity that you will receive from Behr in the future. Reimbursement will not be provided for additional quantities. Behr will only purchase boxes containing material delivered based on a supply release. Only if a project is phased out or discontinued, Behr may also purchase the empty boxes sold to you for your production, pending consultation.

It is essential that you survey your inventory of multipack boxes on December 18, 2009. Please fax us the information regarding your inventory levels using the document included as Attachment 3, on December 18, 2009, using the following number: +49 (0)711 8902 10225.

You will not be reimbursed for defective boxes. You are obligated to use only clean boxes for the delivery of goods and to ensure that no contamination (e.g. water or oil) is present. These guidelines apply unless separate arrangements have been made. As regards labels, the conditions specified in the appropriate and valid Behr Logistics guideline will continue to apply. The Logistics guideline can be found on the Behr homepage. Compliant labels may be obtained from ATE, Z.A. Nord du Val de moder, 67350 Niedermodern, France (tel. +33 (0)388055040, fax +33 (0)388055049).

Regardless of the above guidelines, you are always responsible for the timely delivery of fault-free products.

The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Stuttgart. Behr is also permitted to pursue its claims at the location of your headquarters and under the jurisdiction of that location.

To confirm your acceptance of these conditions, please send us a signed copy of this letter by fax: +49 (0)711 8902 10225 by December 4, 2009.

We will send you order and inventory forms in Excel format by e-mail. Please state a contact person for this information as soon as possible:

Name: _____

Telephone: _____

E-mail: _____

Mr. Rainer List (mail rainer.list@behrgroup.com, tel. +49 (0)711 896 4099) and Mr. Matthias Wardecki (mail matthias.wardecki@behrgroup.com, tel. +49 (0)711 896 4096) are available to answer any questions you may have.



Thank you for your support. We look forward to further cooperation and success in the future.

Attachments: 4

Sincerely,

Martin Wild
Head of Project Purchasing Engine Cooling Europe

Matthias Wardecki
Head of Transport and Packaging Logistics
Behr Group

This document was automatically generated and is valid without signature.

Attachment 1:

Preise / Pricing Multipack KLT**Kontakt: Behr GmbH & Co. KG, KLTPool / G-PL15, Mauserstraße 3, D-70469 Stuttgart****E-Mail: KLTPool@behrgroup.com****Fax: +49 (0) 711 8902 10225**

20.11.2009

Kaufpreis = Verkaufspreis

Selling price = Repurchase price

Behälterart / Box type	Teile-Nr./ Part no.	Gebinde / Unit	Preis / Pricing	
			St. / pc.	Total
Comepack 3 mit Deckel / with lid	BT05815	21 boxes/pallet	21,30 €	447,30 €
Multipack 4 mit Deckel / with lid	BT00380	32 boxes/pallet	11,68 €	373,76 €
Multipack 5 mit Deckel / with lid	BT00013	44 boxes/pallet	9,05 €	398,20 €
Multipack 6 mit Deckel / with lid	BT00379	88 boxes/pallet	8,90 €	783,20 €
Multipack 7 mit Deckel / with lid	BT06501	320 boxes/pallet	5,19 €	1.660,80 €
Multipack 5L leitfähig mit Deckel / conductive with lid	BT03073	44 boxes/pallet	14,80 €	651,20 €
Multipack 6L leitfähig mit Deckel / conductive with lid	BT05138	88 boxes/pallet	11,94 €	1.050,72 €

Attachment 2:

Order for Multipack KLT

To:

E-Mail: KLTPool@behrgroup.com

Fax: +49 (0) 711 8902 10225

Please fill in the boxes highlighted in yellow

Supplier Name	<input type="text"/>	Behr Supplier No.	<input type="text"/>
Contact Person	<input type="text"/>	Date	<input type="text"/>
E-Mail Contact	<input type="text"/>	Phone Contact	<input type="text"/>
Fax Contact	<input type="text"/>	Planned delivery date	<input type="text"/>

Billing address

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Shipping address

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Pallets	Box type	Part no.	Unit	Boxes total	pc.	Pricing total
<input type="text"/>	Comepack 3 with lid	BT05815	21 boxes/pallet	0	21,30 €	- €
<input type="text"/>	Multipack 4 with lid	BT00380	32 boxes/pallet	0	11,68 €	- €
<input type="text"/>	Multipack 5 with lid	BT00013	44 boxes/pallet	0	9,05 €	- €
<input type="text"/>	Multipack 6 with lid	BT00379	88 boxes/pallet	0	8,90 €	- €
<input type="text"/>	Multipack 7 with lid	BT06501	320 boxes/pallet	0	5,19 €	- €
<input type="text"/>	Multipack 5L conductive with lid	BT03073	44 boxes/pallet	0	14,80 €	- €
<input type="text"/>	Multipack 6L conductive with lid	BT05138	88 boxes/pallet	0	11,94 €	- €

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TOTAL - €
 We will pick up the empty boxes from plant date
Minimum order quantity: 2 pallets (from 10 pallets without surcharge for small quantities)
Freight charge for small quantities (national)

2 pallets	12 EUR / pal.
3 - 4 pallets	6 EUR / pal.
5 - 6 pallets	4 EUR / pal.
7 - 9 pallets	3 EUR / pal.

Freight charge for small quantities (international)

2 pallets	24 EUR / pal.
3 - 4 pallets	12 EUR / pal.
5 - 6 pallets	8 EUR / pal.
7 - 9 pallets	6 EUR / pal.

Note

<input type="text"/>
<input type="text"/>

Signature / company stamp

Printed name (for further questions)

Attachment 3:

Inventory Form Multipack KLT

To: Behr GmbH & Co. KG, KLTPool / G-PL15, Mauserstraße 3, D-70469 Stuttgart

E-Mail: KLTPool@behrgroup.com

Fax: +49 (0) 711 8902 10225

Please fill in the boxes highlighted in yellow

Supplier Name

Behr Supplier No.

Contact Person

Date

E-Mail Contact

Phone Contact

Fax Contact

Address

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Date of stock taking

Stock	Box type	Part no.	Last shipment to Behr in 2009 on	Delivery note
<input type="text"/>	Comepack 3 with lid	BT05815	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 4 with lid	BT00380	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 5 with lid	BT00013	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 6 with lid	BT00379	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 7 with lid	BT06501	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 5L conductive with lid	BT03073	<input type="text"/>	<input type="text"/>
<input type="text"/>	Multipack 6L conductive with lid	BT05138	<input type="text"/>	<input type="text"/>

Note

<input type="text"/>
<input type="text"/>

Please return this stock taking form by 22 December 2009 at the latest.

Signature / company stamp

Printed name (for further questions)

Attachment 4:

Reservation of Title by Behr

(1) The boxes delivered shall remain the property of Behr until all of Behr's claims against the Purchaser in connection with the business relationship in question have been settled in full. The Purchaser is authorized to use the scope of delivery in the course of ordinary business transactions.

(2) If the Purchaser resells the boxes subject to reservation of title, the Purchaser assigns to the Supplier by way of security, already at this time, the Purchaser's future claims against its customers arising from such resale. Behr will accept this assignment. The Purchaser is authorized to collect these claims on behalf of Behr until revoked or until discontinuation of payments on the part of the Purchaser. For the purpose of settling these claims, the Purchaser is not permitted to engage in factoring unless the factor is committed to transfer the payments due directly to Behr until the Purchaser's debts are settled in full.

At Behr's request, the Purchaser is required to provide Behr with the information necessary for collection of Behr's claims. The Purchaser must submit to Behr all relevant delivery contracts with its customer, the invoice and an overview of payments made by the customer. Further rights of Behr remain unaffected.

(3) In the event of any interventions by third parties, especially involving judicial execution measures affecting the boxes and claims owned by Behr, the Purchaser must inform Behr immediately by registered mail and immediately yield all documents necessary to take appropriate action.

(4) If the Purchaser defaults in its payments to Behr twice within a period of six months, and/or if the Purchaser is insolvent, and/or if the risk of insolvency can be determined based on objective criteria, Behr is authorized to reclaim the scope of delivery. Furthermore, if the goods were involved in a subsequent sale, Behr is authorized to assert its relevant claims against the Purchaser's customer. Behr's taking back of the goods subject to reservation of title and/or collection of claims assigned to Behr does not postpone a rescission of the contract.

(5) If the combined value of all security interests held by Behr exceeds the total value of all unsettled claims by more than 10%, Behr will be obliged, at the request of the Purchaser, to release a corresponding part of those security interests; Behr is entitled to choose which security interests to release in such a case.