

## LOGISTIC AND QUALITY AGREEMENT FOR PURCHASED PARTS AND OUTSOURCED PARTS

voestalpine Automotive Components  
Bunschoten B.V.

### Article 1: Order

1. The order concerns the stated products, in the stated quantity and at the agreed price, to be delivered at the stated time and place. Changes in and additions to the order require the written consent of voestalpine Automotive Components BV.
2. The supplier guarantees that its products comply with the specifications made by us and conform to the state of the art, international rules and standards (including NEN standards and current safety provisions) and Dutch law. Products must also comply with the laws of the country of origin and those of the country where the end-product will be used, insofar as the latter is known. Products will meet the expectations that may reasonably be made here of them, in accordance with the purpose for which they are used. The supplier should be able to show compliance to this requirement.
3. The supplier guarantees that third party intellectual property rights (patents, trademarks, etc) are not infringed on execution of the order and holds us harmless against all claims that may be made in this respect.
4. These conditions apply to the order and additionally to our General Conditions of Purchase. Insofar as certain articles or parts of such articles conflict with the General Conditions of the Purchase, the conditions of the present Logistic and Quality Agreement will prevail.

### Article 2: Quality - general

1. From the supplier is expected to have and maintain an organisational system is that is at least certified to the current version of ISO 9001 and preferably to ISO 14001 or an equivalent. The supplier is also expected to be familiar with and implement the requirements made in the current version of the QS9000 manuals Production Part Approval Process (PPAP) and the "Advanced Product Quality Planning and Control Plan (APQP)" or Volume 2 VDA. The supplier must also be willing to develop its organisational system further in accordance with ISO/TS 16949 or VDA 6.1. Furthermore, products will comply with the specific quality and quality system requirements of the OEM concerned for whom the end-product is intended. The supplier is supposed to adequately inform himself about the relevant requirements applicable of the OEM in question (supplier portal OEM).
2. The supplier is supposed to appoint a certified person for Product liability (Product Sicherheitsbeauftragte) and makes his identity known to voestalpine Automotive Components BV.
3. Employees who have influence on product safety and quality of the product, should be trained and educated in their job and in product safety and – liability legislation.
4. The supplier has a system in place to permit traceability to the materials used.
5. A yearly MMOG-audit is required and results have to be reported to voestalpine Automotive Components BV.
6. Besides that, Suppliers are expected to carry out all OEM-specific product- and process audits conform VDA 6.3 and VDA 6.5 for all products that are destined for voestalpine Automotive Components BV. For Safety parts is a TLD-audit obliged. The results of this audit should be available for at least 15 years. Voestalpine Automotive Components BV is allowed to check the implementation of this requirements and to ask for the results.
7. Voestalpine Automotive Components BV exclusively accepts products that comply with the specifications made.
8. All delivered products have to be provided with valid delivery documents, on which the order data are clearly indicated. Deliveries of chemicals and other hazardous substances have to be provided with risk charts.
9. Products should be clearly identified (name/description and number/quantity). All products must be properly packaged to avoid damage and may not cause any risk for safety and health or environment. Environmental friendly and recyclable packaging methods have preference. Where voestalpine Automotive Components BV has supplied specific packaging provisions, these have to be observed.

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10. Multiple used packaging units and returnable packaging units have to be collected by the supplier as soon as possible. Costs are expected to be part of the integral purchase price.
11. Incidental deviations from the specifications at the supplier's request can be accepted only if released in writing by voestalpine Automotive Components BV. Release will normally be indicated in the conditions under which and the quantities or period for which release is provided. Such application by the supplier will not affect the supply obligation as agreed.
12. Defects will be notified to the supplier in writing as soon as they are ascertained during normal operation. This may be preceded by a report by telephone or in writing if time is of the essence. Deliveries with failures are registered in the Vendor rating system and in the evaluation of the performance of the supplier (see also point 13)
13. On receipt of this message or prior message, the supplier will respond directly with corrective measures aligned on (a) preventing further faulty products from reaching us and (b) arranging that voestalpine Automotive Components BV is supplied with good products in time, in any event as rapidly as possible. Recovery of faulty products and substitute supply or sorting and/or repair on the spot at the supplier's expense may be elected in consultation. Response will include a full 8D report. Steps D1 – D3 has to be reported within one (1) day, D4 within 5 working days and step D5-D8 have to be carried out within 20 working days and reported to voestalpine Automotive Components BV. In consultation, these time limits could be adapted. The correct execution and reporting of this requirement is part of the Vendor rating-system of voestalpine Automotive Components BV.
14. The supplier has to set up and maintain a contingency plan to warrant the continuity of her production under all circumstances.
15. When a calamity, disaster or other situation occurs at supplier, which could lead or likely lead to production or delivery interruptions in his supplies to voestalpine Automotive Components BV, he has to inform our Disponent. In due consultations, suitable actions will be agreed to prevent damage as much as possible.
16. Should the supplier indicate that it cannot/does not wish to discharge its obligation to supply good products or do so in time, voestalpine Automotive Components BV will have the option of obtaining its products elsewhere (the supplier to bear any additional expenses, the original supplier's obligation to accept the replaced quantity and/or service from the original supplier thereby lapsing), or to sort and repair the products by its own resources, the cost and other damages being charged to the supplier. Is so desired, the amount of the invoice can be decreased with the costs made for repair and loss (statutory set-off rights).
17. If supplies are repeatedly received with defects, voestalpine Automotive Components BV reserves its right to investigate the origin of the repeated defects with the supplier, demand corrective measures and verify execution thereof. Voestalpine Automotive Components reserves the right to bring costs of corrective measurements into account of supplier, to claim damages and/or to terminate the contract with immediate effect.
18. Voestalpine Automotive Components BV has adopted a supplier assessment system. An 8D-analysis and a plan for improvement is expected from suppliers performing under the yardsticks applied. In addition, voestalpine Automotive Components B.V is entitled to demand an 8D-analysis and action plan for improvement and to verify implementation thereof at the supplier's location. It may in certain cases be decided to set up a scheme for improvements through a supplier improvement plan. This will be done in consultation with the supplier.

### Article 3: First delivery – Initial sampling procedure

1. The rules as laid down by the OEM concerned (VDA volume 2, the QS9000 PPAP, ANPQP, etc.) apply to initial samples and series supply. The results of the initial sampling procedure will be made available to voestalpine Automotive Components BV for assessment and approval by the responsible Engineer before or no later than at initial delivery. Initial sampling documents encompasses a copy of the initial sampling documents of first delivery to the OEM or an own initial sampling report with recent measuring data and a new "Deckblatt", 5 sample parts with accompanying measuring reports and a material certificate. These samples will be used for build-in tests and as a reference for entrance inspections at voestalpine.

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If the supplier has supplied the OEM earlier with the same specifications and under unchanged conditions, submitting a copy of the initial sampling report including recent measuring data to the voestalpine Automotive Components BV responsible Engineer may require.

The voestalpine Automotive Components BV responsible Engineer will advise you on the initial sampling procedure applicable.

2. Deliveries may be made in series only after written approval of the initial sampling report is received from our Engineer.

### Article 4: Product and process changes

1. Voestalpine Automotive Components BV is entitled to require the supplier to make changes in design and execution in the meantime. The consequences of such changes, especially those concerning additional or reduced cost and the consequences for delivery periods, will be settled in mutual consultation shortly after.
2. The supplier is entitled at all times to make proposals for improving its product or its process or with a view to reducing the cost. Product and process changes require the approval in writing of voestalpine Automotive Components BV's responsible Engineer beforehand. Costs and damages caused by introductions of product- and process changes without previous permission could be invoiced to the customer.
3. An initial sampling procedure will be carried out following implementation of a product or process change. The rules as laid down for the OEM (VDA volume 2 , the QS9000 PPAP, ANPQP, etc.) will apply to initial samples and series supplies. The results of the initial sampling procedure will be submitted to voestalpine Automotive Components BV for assessment and approval prior to or no later than at initial delivery. The voestalpine Automotive Components BV responsible Engineer can advise you on the initial sampling procedure applicable.
4. An indication will be given with the next three supplies of a product or process change undertaken by the supplier. Specific instructions concerning identification given by voestalpine Automotive Components BV will be observed.

### Article 5: Quality, traceability and documentation

1. Special Characteristics of Safety points will expressly be indicated in the documentation. Voestalpine Automotive Components BV assumes that the supplier has sufficient expertise to give a specific indication of points that may exist but are not referred to as such by Voestalpine Automotive Components BV or its customer. In case of doubt, the supplier will consult voestalpine Automotive Components BV
2. If the order concerns a product specifically designed for voestalpine Automotive Components BV, the supplier will also provide the contractually agreed documents. These will in any event include drawings or CAD data and other relevant data required to maintain the product and/or where necessary adjust it to the end-customer's requirements/desires as changed in the course of time.
3. The safekeeping periods stated in the VDA will apply to safekeeping periods for product and process data at the supplier.
4. In addition, products will be traceable down to the raw materials and parts used and their supplier. If desired by the OEM, voestalpine Automotive Components BV or the authorities entrusted with supervisory duties in the area of inter alia vehicle safety, the supplier will permit inspection of the documents concerning the order and its execution and the specifications applied.

### Article 6: Supplier guarantee:

- The supplier guarantees voestalpine Automotive Components BV that it will deliver the products supplied or replacement parts for the products supplied in accordance with the conditions agreed with the OEM.

### Article 7: Logistic – General provisions:

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1. The in the main order mentioned quantities are indicative, delivery has to be done in accordance with forwarded call down schedules.
2. the call down schedules are forwarded to you in the agreed manner (EDI, e-mail, fax, etc.) The call down schedule shows in general a period of 12 months; but deviations on this rule are possible. The call down schedule consists among others of:
  - general data
  - order data
  - last delivery
  - call downs (on daily and weekly basis)
  - forecasts (on monthly basis)

### Article 8: Call downs:

1. Deliveries may only take place on basis of the called down quantities and not on the prognosticated quantities.
2. the delivery date requested is the delivery date on the delivery address mentioned
3. The first 8 weeks after the current date mentioned on the call down schedule, or a longer period when agreed with you in written, are binding. This means that small changes in delivery time and quantity may occur, but there is a purchase obligation present. This obligation is progressive, this means after renewal of a call down schedule in a certain week, this week plus 8 weeks – or another period as agreed in written with you- is leading for the purchase obligation. For example: in week 14 a call down schedule is sent to you: a purchase obligation exist for all call downs up to week 22 (or longer – see above) with consideration of the following points 7 and 8. Larger deviations in this period, both as regards time and quantity, will only be carried out after mutual agreement. Outside these 8 weeks, or longer when agreed in written, the called downs are to be considered as a prognosis.
4. The first following called down quantity indicates which quantity still has to be delivered after the issue date. Any to early delivered quantities are processed in the number “cumulatief vanaf start raamorder” (=cumulative from start main order). On every schedule is indicated to which date the receptions at Voestalpine are processed. See “laatste levering”(= last delivery).
5. The in the schedule mentioned quantities after 8 weeks, or after the in written agreed other period, are prognoses. In the next schedule changes or annulations in here can occur.
6. Deviations in the called down quantities are not allowed, unless after consultation and with approval of our disposer.
7. Deliveries with deviations in quantity, who does not have approval of our disposer could be refused and are recorded in the Vendor rating system.
8. For a not timely delivery without previous written approval of voestalpine Automotive Components BV a penalty clause is applicable as mentioned in our General Purchasing Terms
9. When the order of the customer at voestalpine Automotive Components BV is cancelled and also not is continued elsewhere, voestalpine Automotive Components BV accepts a purchase obligation up to eight (8) weeks following the date of cancellation of the order, irrespective of any other written agreed period.

### Article 9: Changes in price.

1. changes in price can only pass with a previous written mutual agreement.

### Article 10: Frequency call down schedules.

1. The call down schedule comes out every week and will be sent by EDI, fax or e-mail.

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### Article 11: Deliveries and identification of deliveries.

1. The supplier delivers in accordance with the requested specifications. All deliveries have to be identified with a delivery bill mentioning the following data:
  - Purchase order number
  - Packing note number
  - Call down number / release number
  - voestalpine Automotive Components BV- product number
  - Quantities / weight, net and gross
  - Supplier

### Article 12:

1. Deviations on this Logistic and Quality Agreement are only valid with mutual consent and needs written agreement
2. In the case of situations not described in the LOGISTIC AND QUALITY AGREEMENT, the rules as laid down in the appropriate VDA volumes will apply.