WARRANTY AGREEMENT

voestalpine Automotive Components

voestalpine
ONE STEP AHEAD

voestalpine ONE STEP AHEAD. BU AC Standard	**Warranty Agreement**	**Document name:** GDP_020_Warranty_Agreement_ legal_de **Responsible:** Integration Manager BU AC

changes

capitel	changes	date
Version		
	Original version	01.09.2020
Version 1	The contents have been adapted and designed as general terms and conditions by A. Huck	17.05.2022
Version 2	Adjustment attachement plants N.Keppler	10.05.2023
Version 3	Separated attachment plants	06.11.2024

WARRANTY AGREEMENT

Between the receiving company of the voestalpine Automotive Components Group (affiliated companies are listed in section 8) of this WARRANTY AGREEMENT) and the supplying company of the supplier.

By accepting the order, the supplier agrees to the following agreement on the reimbursement of warranty costs:

1. Subject Matter of the Contract

1.1 This Agreement applies to all products and services provided by the Supplier for usage by voestalpine, or exclusively to the products and services specified in the Annex. Where this Agreement is limited to the products and services listed in the Annex, the contractual parties undertake to ensure that the list of items is kept up to date on an ongoing basis.

1.2 The aim of this Agreement is to ensure that quality complaints and process disruptions are processed with a minimum of paperwork, at optimum cost and swiftly for both contractual partners.

1.3 Furthermore, the Warranty Agreement only regulates the costs that are to be reimbursed by the Supplier to voestalpine in order to rectify any defects. It does not regulate general liability for losses for which the Supplier is at fault, including in particular for delayed delivery (default), personal injury, damage to property, deficient title (e.g. as a result of industrial property right infringements), claims to the reimbursement of costs and damage to property under the law on product liability towards any injured party that is not a party to this Warranty Agreement.

2. Scope of the Warranty

1.1 The Supplier bears full responsibility for adherence to agreed quality standards for the products. It shall be for the Supplier to ensure an unlimited quality assurance for the products, including a comprehensive inspection of the products. The Supplier warrants that the products are fault-free and comply with the agreed specifications and with recognized engineering practice.

2.1 Warranty payments shall be settled on the basis of an itemized statement of all costs arising for voestalpine and its customers in relation to the defective product. This shall include both costs incurred externally to voestalpine as well as costs internal to voestalpine.

3. Statement of Costs

The statement of costs shall be drawn up in accordance with the General Terms and Conditions of Purchase of voestalpine and in accordance with statutory entitlements. voestalpine shall be entitled to charge the

Supplier for the full amount of any costs necessary for the purpose of establishing proof, in relation to statement of costs or that are otherwise related to the management of losses. It shall be for the Supplier to furnish proof that the actual costs were lower. The Supplier shall accept the statement of costs issued by the relevant customer for the purposes of the recovery of any costs incurred by the customer of voestalpine.

voestalpine distinguishes between three types of rejected item, depending upon the time when the fault was identified.

3.1 Internally rejected items (production line stoppage at voestalpine)

Internally rejected items are defective products, the defective nature of which is discovered by voestalpine during assembly or the final inspection.

3.2 Factory rejected items (production line stoppage at the customer of voestalpine)

Factory rejected items are justified claims from the customer of voestalpine for products that have not yet left the production facilities of the voestalpine customer, where the Supplier is responsible for the defects.

3.3 Field rejected items

Field rejected items are justified claims from the customers of voestalpine for products that have already left the production facilities of voestalpine customers, that is where the end product or spare part has already been delivered to the intermediary, dealer or end buyer (customer), where the Supplier is responsible for the defects.

3.4 Internal voestalpine costs

As a matter of principle at least the following amounts shall be charged as compensation for costs arising due to internal work within voestalpine in the event of any defects affecting parts/materials supplied or services rendered:

a) The Supplier shall reimburse EUR 50 for each necessary inspection report.

b) The Supplier shall be charged a flat-rate charge of at least EUR 100 for any error reports following which the cause of the malfunction is established through subsequent examination by voestalpine analysis staff. Should any additional costs arising for voestalpine in establishing proof of the defect on the grounds that the Supplier disputed the defect or its responsibility without justification, voestalpine shall be entitled to charge the Supplier also for these costs.

c) If the Supplier delivers any parts with missing or incorrect delivery slips, labels or incorrect or damaged packaging due to reasons for which it is at fault, compensation for increased costs of EUR 250 shall be payable in relation to any such delivery.

d) The Supplier shall pay the full amount invoiced for any special transportation in order to avoid operational stoppages at voestalpine or at a customer of voestalpine.

e) If delivery occurs outside the defined time window or in the event of incorrect booking, any costs arising shall be charged to the Supplier, subject however to a minimum of EUR 75. No costs of any downtime shall be covered.

3.5 Subsequent deliveries, sorting and reworking costs

a) In the event that any incoming goods are rejected during the incoming goods inspection or prior to usage in assembly, the Supplier shall at its cost separate the defective products and, at the choice of voestalpine, either deliver a replacement or rectify the defect.

b) If it is necessary to take immediate action in order to avoid a production stoppage and the Supplier is unable to separate or rectify the defective product itself in good time, refuses to do so or is evidently unable to do so, voestalpine shall rectify the defect itself or arrange for a third party to do so. The Supplier shall be charged for the costs arising, based on the staff deployed, the number of hours worked and the hourly rate, in addition to overheads and a profit surcharge. In addition to the above-mentioned costs, voestalpine shall be entitled to charge the Supplier for any costs arising in order to lease the work, parking and storage areas required in the full amount of the actual cost incurred.

c) In case of urgency, voestalpine may procure the necessary quantity of fault-free products from a third party in order to comply with its own delivery obligations. Any additional costs arising in relation to a covering purchase shall be borne by the Supplier.

d) In addition, the Supplier shall also reimburse voestalpine for any additional costs arising in relation to rectification, the supply of replacements and third party damages claims. These shall include *inter alia* the costs of separation and inspection, road charges, the costs of work, materials and transportation (freight and packaging) as well as dismantling and assembly cost and third-party losses. The foregoing shall be without prejudice to the figures provided for under clause 3.4, which shall therefore be charged in addition.

3.6) Recall actions

Recall actions are intended to avert dangers in order to protect human health and to avoid damage to property. The purpose of a recall action is to protect the company that is responsible for the product and its employees against far more costly damages claims or criminal responsibility. Recalls may be required by any companies involved in the process of manufacturing the end product, in consultation with the other parties involved, in accordance with a statutory obligation or an official order. The Supplier shall in general accept recall actions lunched by a customer of voestalpine, unless the recall appears to be unreasonable. Recalls may be carried out either as an open recall or as a silent recall. This means that, for the latter, only contracted workshops and dealers of voestalpine customers will be informed of the recall actions by internal notices.

a) The Supplier undertakes to refrain from making any disclosure whatsoever to the public during the evaluation phase of a potential recall, and in the event of a silent recall. The Supplier shall be obliged to compensate in full any injured party for losses caused to it as a result of a breach of the duty of confidentiality by its staff.

b) In the event of a recall action, voestalpine shall be entitled to charge the Supplier for any of its own necessary costs, including the charges arising for the customers of voestalpine. If a recall is implemented due to a series defect, the Supplier in principle agrees that any fault-free products may also be exchanged at its cost. The Supplier need only cover the costs of exchanging fault-free products if exchange of fault-free products is justified. This shall be deemed to be the case if it is either technically impossible or financially unreasonable to establish at the place of exchange whether or not the product is fault-free or faulty using a reasonable amount of effort.

4. Cost Rates

Cost rates and the charging of additional expenditure for destinations < 200 km and overall time < 1 day

Chargeable for each hour or part thereof

Region	EUR 200 per hour

Cost rates and the charging of additional expenditure for destinations >= 200 km and overall time >= 1 day

Chargeable for each day or part thereof

Domestic	EUR 2,000 per day (all inclusive) + EUR 1,500 for each additional day
Europe	EUR 3,000 per day (all inclusive) + EUR 1,500 for each additional day
Overseas	EUR 7,000 per day (all inclusive) + EUR 1,500 for each additional day

5. Fault Identification

5.1. Checks of incoming goods by voestalpine shall be limited to an inspection of the identity (type of goods) of the products as well as for any damage occurring during transit. The Supplier shall be informed in writing without undue delay if any defects are ascertained during any such check of incoming goods or during a subsequent inspection. To this extent, the supplier waives the defense of untimely notice of defects.

5.2. As soon as and insofar as any deliveries in the possession of voestalpine are established as being defective, voestalpine shall return the rejected parts or batch/delivery to the Supplier at the cost of the latter.

5.3. The Supplier shall in principle process all complaints made by voestalpine free of charge and shall furnish proof that the complaint was unjustified in the event that it refuses to bear all or part of the costs. The Supplier shall inspect the parts sent back and present the results of testing to voestalpine. The scope and extent of the inspection shall be clarified with voestalpine. Inspections shall be carried out within 10 business days and the results shall be presented in writing to voestalpine, unless the customer of voestalpine requires a faster analysis. The time limit may be extended in justified exceptional cases, provided that it is agreed to in writing. Otherwise, the complaint shall be deemed to have been accepted upon expiry of the time limit.

5.4. If the Supplier is unable to carry out its own investigations, voestalpine shall conduct the investigations and charge the costs to the Supplier.

5.5. In the event of a field failure, for financial reasons the contractual partners shall limit the number of defective products that are to be returned to the Supplier to a statistically necessary quantity. Notwithstanding the foregoing, voestalpine shall endeavor to obtain all defective parts required by the Supplier. The Supplier shall in addition reimburse voestalpine in full for any related additional costs.

5.6. No warranty claims shall arise if the defect was attributable to a breach of the operating, maintenance and assembly instructions, unsuitable or improper usage or storage, deficient or careless handling or damage resulting from interference with the deliverable by voestalpine or third parties.

6. Insurance

The Supplier is obliged to conclude and maintain for the full term of the Contract insurance for business interruptions and product liability with a cover limit of EUR 10 (ten) million per claim as well as insurance for recall actions with a cover limit of EUR 20 (twenty) million per recall action. voestalpine may ask to view the insurance documentation at any time. The documentation shall be presented to it without undue delay.

7. General

- No oral ancillary agreements have been reached.
- Any amendments or supplements to the Agreement must be adopted in writing.
- The invalidity of any individual contractual term shall not affect the validity of the Contract as a whole. The contractual partners shall endeavor to replace any invalid term by another term that reflects the purpose of the previous or missing term and of this Contract.
- This Warranty Agreement shall be governed by the law and shall fall under the jurisdiction agreed upon to govern the supply relationship. If no such agreement has been reached, the General Terms and Conditions of Purchase of voestalpine shall be exclusively applicable.

8. Attachement production

Lfd.	Standort/Werk/Firma
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9. overview

Audits	daily rate 680,-€/p.P. plus travel expenses - whole and half daily rates are charged
Increased setup effort	depending on workstation - average value approx. 280,-€
Delay in delivery	0.2% of the value of the delivery, but at least €250 per day, but no more than 5% of the total value of the delivery
Wrong, missing delivery documents and/or labels	Additional expense allowance 250,-€
Delivery of goods	outside the defined time window and in case of wrong booking - 75,-€
Cost rates	region 200,-€/h domestic 2.000,-€/day Europe 3.000,-€/day overseas 7.000,-€/day
Internal expenses	audit report 50,-€ Error messages 100,-€