

## LOGISTIC AND QUALITY CONDITIONS FOR THE DELIVERY OF RAW MATERIALS ( ALUMINIUM EN STAAL)

### 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 Bunschoten BV
2. The supplier guarantees that its products are primarily in accordance with the specifications set by us as stated by us in the purchase order and, insofar as not specified, comply with the latest state of technology, international standards and standards (incl. NEN standards and applicable environmental and safety regulations), Dutch legislation. Products must also comply with the legislation in the country of origin and the legislation of the country in which the end product will be used, insofar as the latter is known. Products must meet the expectations that may reasonably be set, in accordance with the purpose for which they are used.
3. The supplier guarantees that third party intellectual property rights (patents, trademarks, etc) are not infringed in the 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 Quality Agreement will prevail.

### Artikel 2. Quality - general

1. The supplier is expected to have an organization system that is at least certified against the current version ISO 9001 and ISO 14001 or an equivalent. The supplier is also expected to have knowledge and implement the requirements set in the current version of the QS9000 manuals Production Part Approval Process (PPAP) or band 2 VDA. The supplier must be prepared to further develop its organization system to IATF 16949 or VDA 6.1.

#### Quality Requirements products:

2. Voestalpine Automotive Components Bunschoten only accepts products that meet the specifications, unless the deviation is previously to delivery discussed with our disponent and a written permission is obtained. Materials which do not meet the requirements could be rejected, whereby the original delivery obligation of the supplier and our rights to compensation for the damage suffered remains unaffected, or the material could be accepted with an appropriate discount to be deducted from the price as compensation for the damage and nuisance, to be determined by our disponent. Deviating deliveries are always mentioned in our vendor rating.
3. If it is not explicitly rejected in the material specifications pertaining to the purchase order, we accept a maximum of two welds in the **coil for steel** after cold rolling. The weld must meet the quality as laid down in the material specifications. If, exceptionally, it is necessary to deviate from this, this is only possible with prior written permission from the Purchasing department.
4. **Aluminum material** on a roll may not be older than 6 weeks after the annealing date on the date of delivery; aluminum material from a Service Center may not be older than 12 weeks after the annealing date on delivery. Older coils can only be accepted after prior written approval from our disponent. No welding seams or other material defects are allowed for aluminum. The annealing date must be stated on the label.
5. Rejection rates steel:  
We accept the following error percentages of the delivered **material on a roll** (coils), without complaint or credit request:

#### Cold-rolled steel:

##### Surface condition:

According to EN 10130, Par. 5.7.2. B <1%

According to EN 10130, Par. 5.7.2. A <2%

#### Glvanized steel:

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- a) Sendzimir galvanized:  
Surface quality MB or better: <1%  
Surface quality MA <2%
- b) Galvanized (ELO): equal to cold-rolled steel.

These percentages are including the inner and outer wrap of the coil.

The supplier is obliged to state known defects in the material on the label, in order to remove these during processing the coil at voestalpine Automotive Components Bunschoten BV. This obligation remains also valid, when in this way the accepted rejection percentage remains under the mentioned percentages.

When the total amount of rejection per delivery unit exceeds the mentioned percentages, this will be brought in charge to you.

6. The supplier is obliged to indicate on the label the defects or deviations who are known to him; this allows voestalpine Automotive Components BV the ability to take this deviations into account while processing the materials. This obligation remains also in force when the failure rate remains under the agreed deviation percentage.
7. If Certificates are requested, they must be completed in accordance with the standard indicated and must be supplied at the latest with the delivery or, if not requested, will be available after delivery. The certificate must at least contain the following information:
  - Mechanical properties
  - Thickness of the material
  - Roughness structure
  - Roughness value
  - Surface treatment, type (passivation / oil, oil type and weight, etc)
8. The material has to be stamped on the "good" side. The stamp indicates at least:
  - Batchlotnumber
  - Date of production
  - Producer / supplier
  - alloyment
9. Labels indicate at least:
  - Sender (supplier / producer)
  - Weight and / or number of platines (gross and net
  - Coding, in accordance with the norm / standard
  - "Good" side, if applicable
  - Coil-, package- and batch number
  - Houdbaarheid van het basismateriaal en eventuele oppervlaktebehandelingen
  - Alleen: aluminum: gloeidatum materiaal
10. Incidental deviations from the specifications or exceeding the mentioned in article 2.6 at the supplier's request can be accepted only if released in writing by voestalpine Automotive Components Bunschoten 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.
11. Defects will be notified to the supplier in writing as soon as they are ascertained during the normal course of the process. A written notification may be preceded by a notification by telephone if time is of essence.
12. On receipt of this notification or prior notification, 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 Bunschoten 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 within 5 working days.
13. After acceptance of a complaint, the rejected delivery has to be picked up within 2 weeks after the acceptance date of the complaint. Is this not the case, the supplier will be charged for storage costs at voestalpine or the said delivery is brought into storage at third persons, on

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account and risk of the supplier (this for reasons of limited storage capacity at voestalpine Automotive Components Bunschoten BV).

14. For every defect delivery € 300,- (threehunderd euro) will be charged to the supplier as a compensation for administration costs.
15. If the supplier indicates, for whatever reason, that it cannot/does not wish to conform to its obligation to supply good products or to do so in time, voestalpine Automotive Components Bunschoten 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 being charged to the supplier. If desired, the amount of the invoice can be deducted with the costs made and damage suffered (statutory set-off rights).
16. If supplies are repeatedly received with defects, or not in time delivered, voestalpine Automotive Components Bunschoten BV and the OEM for who the product is intended reserves the right to investigate the origin of the repeated defects with the supplier, demand corrective measures and verify execution thereof or to terminate the contract with immediate effect.
17. Voestalpine Automotive Components Bunschoten BV has adopted a supplier assessment system. An 8D-analysis and a plan for improvement is expected from suppliers performing under the performance rates. In addition, voestalpine Automotive Components Bunschoten BV 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. In case our entrance inspection has to be raised due to repeated complaints, € 300,- (threehunderd euro) per delivery will be charged to the supplier as compensation for extra costs.

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

1. Before the first delivery may take place an initial sample report (PSW) in the format of the OEM regarded is required. If no requirement is made, the initial sampling procedure has to take place conform VDA band 2 or AIAG, PPAP, the current version. The initial sampling report has to be received by voestalpine Automotive Components Bunschoten BV before or at least at date of the first delivery for assessment and approval by our Quality Engineers. I
2. Serial delivery may only take place after approval of the initial sampling report by us.
3. The supplier could be charged with costs, if the initial sampling report is not received in time.

### Article 4: Product and process changes

1. Voestalpine Automotive Components Bunschoten BV is entitled to require the supplier to make changes in the specifications at any time. The consequences of such changes, especially those concerning additional or reduced cost and the consequences for delivery periods (milestones), will be discussed and 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 changes require the approval in writing of voestalpine Automotive Components Bunschoten BV's responsible engineer before implementation.
3. After carrying out a product- or process change the initial sampling procedure has to be undertaken again in accordance with article 3.
4. the next three supplies following a product or process change undertaken by the supplier have to be labelled with an indication of the change. Specific instructions concerning identification given by voestalpine Automotive Components Bunschoten BV have to be observed.

### Article 5: Quality, traceability and documentation

1. Special Characteristics of Safety points will expressly be indicated in the documentation. voestalpine Automotive Components Bunschoten 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

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voestalpine Automotive Components Bunschoten BV or its customer. In case of doubt, the supplier will consult voestalpine Automotive Components Bunschoten BV.

2. The retention periods for product – and process documentation stated in the VDA will apply to retention periods for product and process data at the supplier.
3. In addition, products will be traceable down to the raw materials used and their supplier. If desired by the OEM, voestalpine Automotive Components Bunschoten 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:

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

### Logistieke voorwaarden:

#### Article 7: Logistics - General

1. The in the main order mentioned quantity is a year forecast, delivery has to be done in accordance with forwarded call down schedules
2. The call down schedules is forwarded to you in the agreed manner (EDI, fax, etc). The call down schedule shows a period of 12 months maximum; deviations are possible. The call down schedule consists of five parts:
  - General data
  - Order data
  - Last delivery
  - Call downs
  - Forecast
3. Adjustments on these logistical conditions have to be mutually agreed in writing.

#### Article 8: Call downs

1. Deliveries may only take place on basis of the called down quantities and not on the prognosticated quantities. The supplier is obliged to accept a call down for lower or lesser quantities. Deviating deliveries are only possible in consultation with the responsible disponent of voestalpine.
2. the delivery date requested is the delivery date on the delivery address mentioned
3. The first 10 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 10 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 24(or longer – see above) with consideration of the following points. Larger deviations in this period, both as regards time and quantity, will only be carried out after mutual agreement. Outside these 10 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 Automotive Components Bunschoten are processed. See “laatste levering”(= last delivery).
5. The in the schedule mentioned quantities after 10 weeks, or after the in written agreed other period, are prognoses. In the next schedule changes or annulations in here can occur.

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6. Deviations in the called down quantities are possible (+/- 10%), after consultation and with approval of our disposer. However, the deviation has to be corrected in the next deliveries. Lower / higher quantities will be corrected at release-level.
7. Early deliveries and deliveries with deviations in quantity, which does not have the prior approval of our disposer could be refused and are recorded in the Vendoring system. Voestalpine is entitled to claim all damage, costs and penalties incurred as a result of a deviation in the delivery from the supplier.
8. If the customer order at Voestalpine Automotive Components Bunschoten BV expires and is not continued elsewhere, then Voestalpine Automotive Components Bunschoten BV accepts a purchase obligation of the quantities called up to ten (10) weeks following the date of cancellation of the order. There are no further claims for reimbursement of costs, unless explicitly agreed upon.

### Article 9: Prices and Price changes.

1. Prices are included all charges, but ex VAT. The VAT is separately indicated on the invoice
2. In case of contractually agreed price changes (at the turn of the year or at the end of the year), the price will be invoices which was valid in the period in which the product is called down. When call down changes have taken place across the border of the price change, the call-off schedule of 8 weeks before the moment of price change is binding for this rule.
3. In the case of a not-agreed early or late deliveries, where the delivery takes place in a period for which a different price applies than the period in which the goods were called down, the lower of the two prices will be calculated

### Article 10: Frequency call down schedules.

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

### Article 11: Delivery and identification of deliveries:

1. All products supplied must be provided with valid delivery documents, on which the order details are clearly indicated. All products must be adequately packaged to prevent damage. Where specific packaging regulations have been provided by voestalpine Automotive Components Bunschoten BV, these must be observed. The supplier delivers in accordance with the requested specifications.
2. All deliveries have to be identified with a delivery bill mentioning the following data:
  - a. Purchase order number
  - b. Call down number / release number
  - c. Product number voestalpine Automotive Components Bunschoten BV
  - d. Quantities / weight, net and gross
  - e. Supplier
3. The following must be taken into account when transporting by truck:
  - The distance between two coils must be at least 50 cm
  - The distance between the headboard (front of the trailer) and the first coil must be at least 3.5 meters (in connection with the sliding cover open)
  - The posts / "stakes" ("Stutzen") that the coils are up against may not be higher than the coil itself (in connection with unloading)

### Article 12:

1. In the case of situations not described in the LOGISTIC AND QUALITY AGREEMENT FOR RAW MATERIALS (Aluminium and steel), the rules as laid down in the appropriate VDA volumes will apply.
2. These conditions applicable on all frame work agreements for steel and aluminium supplies..