

voestalpine Automotive Body Parts Inc.

General Terms and Conditions of Purchase as of 12/2014

Article 1: General.

1. The contract is created on signature of the contract by voestalpine Automotive Body Parts Inc. placing a written order with the supplier and written acceptance of the order by the supplier.
2. Unless expressly agreed otherwise, the supplier is deemed to agree to the contract being subject exclusively and only to the present conditions of purchase, even if the supplier's conditions of supply differ. Every previous on the agreement as applicable declared stipulations from suppliers are herewith explicitly rejected. In the case of a framework order, these conditions of purchase form the general basis for executing all underlying orders or sub-orders or calls, insofar as such calls refer to these conditions.
3. Changes and additions to this contract or to the General Conditions of purchase require the written consent or confirmation of both contracting parties.
4. Voestalpine Automotive Body Parts Inc. is a member of the voestalpine Group of Linz, Austria. The conditions and prices (ex. Incoterms 2010) of this agreement also apply to establishments that are more than 50 percent part of the Voestalpine Group or to establishments managed by Voestalpine, with any adjustments that the parties concerned may have agreed in writing.

Article 2: Order.

1. The order concerns the stated products or services as specified and under the conditions agreed between the parties in writing in the purchase agreement. Changes and additions to the order require Voestalpine Automotive Body Parts Inc.'s consent in writing.
2. The supplier warrants that its products or services provided conform to the specifications made by us and comply with the state of the art, international rules and standards (including applicable safety provisions) and the laws current in the country of origin and delivery and the country where the end-product will be used.
3. The supplier guarantees that no third party intellectual property rights (patents, trade marks, etc) have been infringed with regard to execution and holds us harmless against all claims made in this respect.

Article 3: Payment.

1. Our payments are made following receipt of the products or execution of the agreed services and receipt of a correct invoice. Invoices are paid within 60 days following invoice date unless a claim is submitted in connection with defects in quality, quantity or otherwise, or stated otherwise on the purchase order.
2. Incorrect invoices will not be processed. The supplier will be immediately informed regarding an incorrect invoice.
3. Payment will be made only for goods and services corresponding to the specifications we have made. Voestalpine Automotive Body Parts Inc. is entitled to withhold payment if supplies do not conform to specifications.
4. In case of initial payment voestalpine Automotive Body Parts Inc. reserves the right to ask the supplier for a bank guarantee or other security.
5. Voestalpine Automotive Body Parts Inc. reserves its right to offset our obligations towards the supplier against the supplier's receivables.

Article 4: Delivery.

1. Delivery will be made DDP (as per Incoterms 2010) unless agreed otherwise in writing.
2. All products supplied will be accompanied by valid delivery documents, clearly indicating the order particulars. Supplies of chemicals and other hazardous substances will be accompanied by risk charts. Products should be clearly identified (name/description and number/quantity). All products must be properly packaged to avoid damage. Where voestalpine Automotive Body Parts Inc. has supplied specific packaging provisions, these have to be observed.
3. Goods vehicles will report on arrival at the Company Goods Reception. Voestalpine Automotive's own house rules, issued on arrival, apply on the site. These rules are binding for the entire location. The supplier may be held liable for damage or injury resulting from failure to comply with the house rules or not following up instructions from employees of voestalpine Automotive Body Parts Inc., irrespective of the carrier or third party to whom the supplier has resorted to discharge its delivery obligations.
4. Goods vehicles that in addition to the products ordered by us, convey hazardous substances or chemicals that are undesirable or disallowed on the voestalpine Automotive Body Parts Inc. lands will be refused access. The supplier will bear the risk of such refusal, which will not affect the obligation to deliver the goods ordered in time. In case of doubt whether substances are permitted or not, please request information about this beforehand.

Article 5: Delivery period.

1. Stated delivery time is the time when the products should be delivered at voestalpine Automotive Body Parts Inc. or the time when the service should be provided. Premature and/or partial deliveries require our consent in writing.
2. The supplier will advise voestalpine Automotive Body Parts Inc. in writing by return of departures or anticipated departures from the delivery date, quantity and specification requested, indicating the duration of the departure. This also applies if the delivery time is exceeded as a result of an earlier delivery that voestalpine Automotive Body Parts Inc. has failed to accept on account of defects.
3. If the supplier remains in default, Automotive Body Parts Inc will be entitled to obtain the products elsewhere or have the service provided by a third party. We shall advise you in writing beforehand should such a situation arise. In such a situation, the acceptance obligation for the quantities of products or services concerned from the original supplier will lapse. Any additional expense and damage resulting from late delivery or execution may be charged to the supplier in accordance with USA law. Such a claim will not affect the supplier's obligation to delivery subsequent supplies.

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Article 6: Quality - general.

1. Automotive Body Parts Inc. exclusively accepts products and services complying with the stated specifications.
2. For means of production and services, this will be fixed by an acceptance or other procedure agreed with the supplier.
3. The following rules apply to defects that can be ascertained only after removing the packaging, on separating out the individual parts of the unit, on incorporation or assembly of the product into a larger unit (at Automotive Body Parts Inc. or the OEM (Original Equipment Manufacturer), or by applying chemical or physical investigative methods, or that can be determined only on processing or test processing or that cannot reasonably be otherwise discovered on a final inspection by the supplier:
 - Defects will be notified to the supplier in writing as soon as they are ascertained in normal operation. This can be preceded by a telephone or written message should time be of the essence.
 - 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 Body Parts Inc. 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.
4. 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 Body Parts Inc. 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. A statement of estimated costs will be submitted to the supplier beforehand. The invoice total may be reduced by the costs incurred on repairs and by the loss sustained (statutory set-off rights).
5. On repeated receipt of supplies that do not conform to the stated specifications (delivery time, quality, etc), voestalpine Automotive Body Parts Inc. reserves its right to investigate the reason for the repeated impairments at the supplier, demand corrective measures and verify implementation thereof or to terminate the contract with immediate effect.
6. The supplier is expected to provide an organisational system certified at least to the current versions of ISO 9001 and ISO 14001. The supplier is also expected to be familiar with and be able to 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 be willing to develop its organisational system further in accordance with ISO/TS 16949 or VDA 6.1.
7. The supplier undertakes to maintain an updated emergency plan in its establishment that is regularly checked for completeness and feasibility, describing actually foreseeable disasters and enabling continuity to be guaranteed.

Article 7: Liability and payment of damages.

1. Except in case of force majeure, the supplier is required to make good all loss directly or indirectly resulting from its not, not duly or not fully discharging its contractual obligations in accordance with US law.
2. In case the agreement is terminated as a result of not, not timely or an inadequate performance by the supplier, voestalpine Automotive Body Parts Inc. is not obliged to purchase, accept or reimburse remaining called down quantities or other obligations resulting from the agreement, nor to reimburse lost profits, missed turnovers or to reimburse other costs of damages the supplier might have as a result of such a termination. Clauses 9 (paragraph 4 up to 5), 10, 11, 12 and 14 remain applicable.
3. The supplier is responsible and liable for all suppliers or third parties which he might involve to perform to his contractual obligations. The supplier is responsible and liable for any defect of his suppliers in the same way he is.

Article 8: Force majeure.

1. Force majeure means a for any of the parties unforeseen circumstance, from which the root cause reasonably cannot be influenced by one of the parties and reasonably could not be prevented and which results in a situation preventing one of the contracting parties from discharging its contractual obligations. Measures of national and/or supra-national authorities could be seen as far as they were not foreseeable or to be expected at the moment of entering into the agreement.
2. Should a situation of force majeure arise or threaten to arise with one of the parties, the latter will advise the other party forthwith in writing regarding such circumstances and indicate to what extent the contractual obligations are thereby influenced (part of the service that cannot be provided, anticipated duration). The party concerned is required to adopt all measures that can reasonably be expected of it to prevent such situation arising (to the full extent) and will undertake to limit the scope of the loss to the other party as far as possible.
3. Voestalpine Automotive Body Parts Inc. is entitled to obtain products or services elsewhere during the period of force majeure.
4. Voestalpine Automotive Body Parts Inc. is entitled to terminate the agreement immediately at any time during the period of force majeure should it become clear or be reasonably assumed that the supplier will no longer be able or adequately able to discharge its obligations under this agreement or that the situation of force majeure will extend for such a lengthy period that voestalpine Automotive Body Parts Inc. can no longer reasonably be expected to continue with the contract.

Article 9. Termination of the agreement.

1. Premature cancellation is possible only by mutual consent, unless any article of these General Conditions indicates otherwise or unless agreed otherwise in writing.
2. Premature termination is subject to a cancellation period of 3 months, unless both parties agree otherwise or an article of this agreement provides otherwise. Cancellation will be made in writing.
3. On termination of an agreement, voestalpine Automotive Body Parts Inc. will pay for products already supplied and for calls placed up to the date on which the contract is ended, as soon as such products are supplied. Stocks of products with the supplier will be taken over according to the call plan and in accordance with the Logistic Conditions for the Purchase of parts and raw materials.

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4. Means of production provided to the supplier will be returned to us in good condition and properly protected and/or packaged against transit damage. The time, insurance and costs of return delivery will be agreed in due consultation.
5. All documents required to continue production and/or the services provided under the contract elsewhere will be made available to voestalpine Automotive Body Parts Inc. free of charge.
6. Any intellectual property rights covered or arising under the contract will be settled in accordance with Article 11.

Article 10: Transfer of title and rights of retention.

1. Title to products will be transferred as soon as products are delivered at the location indicated by voestalpine Automotive Body Parts Inc. in the contract. A claim for defects to the products supplied will not stand in the way of such transfer of title.
2. Title to complete and incomplete design orders and orders for the construction of specific means of production devised for Automotive or its customers remains with voestalpine Automotive Body Parts Inc. from the start. The supplier is obliged to identify or mark these documents and objects in an appropriate way as the property of voestalpine Automotive Body Parts Inc. or to keep them separated from property of third persons of the supplier himself.
3. On termination of the contract, the supplier undertakes to transfer the design and/or parts and components of the means of production concerned in their existing condition, all associated documents, supporting research and other technical data necessary for or belonging to the design/construction order to voestalpine Automotive Body Parts Inc. immediately on request. The supplier has no rights of retention to such documents and/or means of production or their components. Voestalpine Automotive Body Parts Inc. will refund the cost to the supplier to the extent to which the order has been completed by the supplier. Full payment will be made only after the means of production have been delivered to voestalpine Automotive Body Parts Inc. and the acceptance procedure has been successfully completed. (a) All additional expenses that voestalpine Automotive Body Parts Inc. must necessarily incur to complete the order elsewhere or in-house or (b) all expenses voestalpine Automotive Body Parts Inc. must incur to ensure that the means of production still meet the requirements made and c) all costs and loss resulting from late delivery by voestalpine Automotive Body Parts Inc. to its customer will be subtracted from the amount concerned.

Article 11: Intellectual property rights.

1. If during execution of the order or on instructions from voestalpine Automotive Body Parts Inc., the supplier develops new ideas that are patentable or patenting of which may be commercially attractive, the contracting parties will in due mutual consultation discuss the title and user rights to such intellectual property rights and the distribution of expenses and income. The parties agree that such intellectual property rights do not by definition become the property of either party but are joint property until agreed further or otherwise.

Article 12: Means of production provided.

1. Specifications, drawings, designs, CAD-files, models, patterns, samples, prototypes, tools, means of control, templates, packaging, etc provided to the supplier for production, whether for payment or otherwise, will be used exclusively for production for voestalpine Automotive Body Parts Inc., unless expressly agreed otherwise in writing beforehand.
2. During the period of use/availability, the supplier will look after such tools as a prudent administrator and store them free of risk of damage or deterioration. The supplier will ensure that the said means of production will not be accessible to and be protected from use by unauthorised third parties in any way, and that such resources cannot be misused.
3. The cost of storage, maintenance, normal wear and tear and repair during the period of use will be borne by the supplier unless agreed otherwise.
4. If agreed, these means of production will be properly insured at replacement value. The supplier agrees to the existence of adequate insurance being verified by voestalpine Automotive Body Parts Inc.. Inadequate insurance coverage does not discharge the supplier of his obligations to compensate the damage caused.
5. The said means of production may not be copied or imitated without the prior consent in writing of voestalpine Automotive Body Parts Inc. or the OEM concerned.
6. The said means of production are and remain our property or that of the OEM concerned and will therefore also be or remain marked as such.
7. Means of production may be scrapped or otherwise destroyed only in prior consultation with and with the written consent of voestalpine Automotive Body Parts Inc. or the OEM concerned to whom the means of production belong.
8. Voestalpine Automotive is entitled to charge all damage to the supplier resulting from inadequate care or neglect of such means of production.

Article 13: Continuity provisions.

1. A contracting party joined in bankruptcy proceedings, placed under a court order or against whom proceedings are otherwise brought for asserted or actual insolvency or financial mismanagement will so immediately advise the other party in writing.
2. On a change in the management, structure or legal form of the undertaking, the party concerned will immediately advise the other party in writing.
3. On a situation arising as under paragraph 1 or 2, the other party will be entitled to ask for security for fulfilment of the agreement or to terminate the agreement with immediate effect, at choice. Termination will be processed as laid down elsewhere in this agreement.

Article 14: Confidentiality and secrecy provisions:

1. Both contracting parties undertake to treat all documents, samples, models, prototypes, data and other knowledge that they have obtained in connection with or during execution of the contract as confidential and to use them only for executing this agreement. Third parties will be allowed access or be advised regarding parts of or knowledge resulting from this agreement only with the other party's prior consent in writing.
2. The supplier will impose this obligation similarly on its sub-suppliers.
3. Voestalpine Automotive Body Parts Inc. may in certain cases require the supplier to sign a Secrecy agreement.
4. This obligation of confidentiality or secrecy does not end on expiry of the agreement.

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5. Should it appear during or after execution of this agreement that parts of documents from this agreement have become public knowledge, whereby voestalpine Automotive Body Parts Inc. sustains harm and this is found to be due to fault or negligence on the part of the supplier or any of its staff, voestalpine Automotive Body Parts Inc. will be entitled to take suitable steps against this in order to make good the loss arising.

Article 15: Outsourcing.

1. Production of a product or a service, or parts thereof, may be outsourced only with voestalpine Automotive Body Parts Inc.'s prior consent in writing.
2. The supplier undertakes to outsource only under the same conditions of contract at those by which it is tied.
3. The supplier remains fully liable for the product supplied or service provided.

Article 16: Audits.

1. Voestalpine Automotive Body Parts Inc. is entitled to undertake product inspections or process audits itself or through OEMs at the supplier's location. Agreement will be reached with the supplier beforehand regarding the time of the inspection.
2. Should the audit reveal significant defects or divergence in the organisational system, the product or the quality and degree of process control by the supplier, the supplier will within 14 calendar days submit an action plan for improvements to voestalpine Automotive Body Parts Inc., with the dates on which the action will be completed. Voestalpine Automotive Body Parts Inc. reserves its right to verify the implementation and effectiveness of these actions.

Article 17: Safety, health and environmental protection.

Voestalpine Automotive Body Parts Inc. aims to produce as safely as possible and not to burden the environment unnecessarily. It consequently expects of its suppliers that they:

- Keep packaging as environmentally friendly as possible and where possible re-use serviceable or recyclable packaging.
- Guarantee that they meet the safety, health and environmental requirements and laws in the countries where the product is produced and sold or the service is provided. The supplier warrants that he complies with the necessary licences. The supplier guarantees that he works in accordance with the International Human rights as laid down in the Convention of Geneva and will not violate this. He also guarantees, that he or his suppliers does not use and will not use childlabour.
- Guarantee that they will not discriminate for reasons as race, sex, religion, social or ethnic origin, etc.
- Guarantee that their products or services create no health and environmental risks on normal use or in normal design, in accordance with the instructions provided.
- As far as applicable, supply or work to the descriptions of risks and instructions for safe transport, storage, design, use and consumption and also observe these themselves.

Article 18: Code of Conduct.

1. The supplier is informed that our Code of Conduct is applicable and observes this Code. The Code of Conduct can be found at our website (<http://www.voestalpine.com/automotivebodyparts/en/company/compliance>).
2. In the case a supplier does not conduct himself in accordance with our Code of Conduct, voestalpine Automotive Body Parts Inc. is entitled to terminate the agreement at all times and at any moment, without term of notice.

Article 19: Applicable law and competent court.

1. Georgia/US law applies to all legal relations between the contracting parties.
2. The Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention,1980) is explicitly excluded.
3. Disputes arising from an agreement concluded with voestalpine Automotive Body Parts Inc. will be resolved in due consultation. Should this not prove possible, disputes will where feasible be submitted to an arbitrator acceptable to both parties. Should this not produce a satisfactory solution for both parties, the dispute will be submitted to the competent court in Atlanta. A dispute is deemed to arise as soon as either party so declares in writing.