

TBP d.d.
Tovarna bovdenov in plastike d.d.
Gradiska c. 3
SI – 2230 Lenart
Slovenia

GENERAL TERMS OF PURCHASE

TBP regulations for quality management

1. GENERAL PROVISIONS – SUBJECT OF THE AGREEMENT

- 1.1.** The agreement relates to the cooperation agreed between the contracting parties in the field of manufacturing of component parts.

The contracting parties hereby agree to the key elements of mutual cooperation and the relationship of a lasting nature in order to ensure smooth and unhindered cooperation.

The contracting parties hereby bind themselves to strive for quality in their cooperation, ensuring an enduring mutual relationship. The goal of the Contracting Entity is to involve the Supplier in the production process of the Contracting Entity as soon as possible. Both contracting parties are bound to invest all of their efforts into fulfilling this agreement.

- 1.2.** The contracting parties hereby agree that they will conclude an annex to this agreement on the approximate annual turnover or supply, its structure, deadlines, prices and other commercial terms for every financial year. The annex must be concluded no later than the end of March in the current year for the following year, otherwise this agreement is considered terminated according to the point 17!

Quotas and values determined in the annual annexes are approximate, while their realization depends on current market relations, with the contracting parties defining them in greater detail in the form of weekly, monthly or quarterly recall (of orders) or in the form of other agreements or orders.

- 1.3.** These general terms of purchase determine the basis for concluding legal transactions between the Supplier and the Contracting Entity relating to the purchase of goods, materials and services necessary to maintain regular operations.

General terms of purchase refer to all types of orders. They step into effect with the day of receiving an order.

- 1.4.** The Contracting Entity reserves the right to specify special terms for individual orders, which will in this case prevail over the general terms.

In transactions where the Contracting Entity issues an order for the delivery of goods for its own needs, the order will be issued in its own name and on its own account. The Contracting Entity programmes delivery and settles invoices for all standing orders.

2. STANDING ORDERS –RECALL OF GOODS

- 2.1.** The Contracting Entity is bound to recall goods from the Supplier in the form of weekly, monthly or quarterly recalls (orders) or in another type of written form in accordance with the delivery dates set forth and confirmed in the orders. The Supplier is bound to confirm the orders or rather recalls in writing. Certain products and goods, which fall under the category of regular consumption, may be the subject of a standing order, which includes the following: products, place of delivery, price, terms of purchase (transport, parking, etc.) and anticipated total quantities for a certain period, which will be of informative nature only. Dates of actual delivery and quotas are then determined in the recalls.

- 2.2.** Confirming an order also means accepting the Contracting Entity's terms of purchase and excludes any other instructions or agreement, which would not be confirmed by the Contracting Entity in writing.

The order is considered as confirmed (both delivery date and quota) in so far as the Supplier does not reject it within 3 days upon receipt thereof.

- 2.3.** Orders and product recall, their changes and amendments must be provided in written form. They may be transferred through remote transmission or through machine readable data carriers.

- 2.4.** The Contracting Entity may, within reasonable circumstances, (as circumstances allow), demand changes in the construction and execution of the subject of the supply from the Supplier. The contracting parties thereby contractually determine any associated consequences (effects); especially pertaining to additional or reduced costs, as well as delivery dates.

3. DELIVERY DATES AND QUANTITIES

- 3.1.** The agreed delivery dates and quantities are binding. Delivery dates and quantities determined in orders, recalls and delivery schedules refer to goods delivered to the warehouse of the Contracting Entity. They are based on the planned production programmes set forth by the Contracting Entity and must be respected by ensuring 100% delivery performance. These deadlines may be changed by the Contracting Entity as required, based on subsequently submitted recalls or delivery schedules. The delivery dates and quantities can be changed only by purchase of Contracting Entity.

- 3.2.** The Supplier is bound to inform the Contracting Entity immediately of any eventual problem, which could potentially affect delivery dates or quotas which are anticipated for delivery.

- 3.3.** The Supplier is bound to compensate the Contracting Entity for any damages related to delays. In case of a clear inability to deliver, apparent delay, actual delay or any other violation of the terms of purchase, the Contracting Entity reserves the right to cancel the entire order or part thereof to the Supplier and transfer the production on to another Supplier, thereby duly charging the former for the expenses incurred. In claiming compensation, the Contracting Entity will, in good faith, appropriately consider the economic circumstances of the Supplier, the type, scope and duration of the business relationship, as well as the value of the supplied goods.

A component part of these "General terms of purchase" is also the Price List of Expenses, item B – Costs related to logistics problems.

- 3.4.** For every delivery which will be performed before the determined date with regard to the respective order, the Contracting Entity reserves the right to:
- Reject the goods at the costs of the Supplier;
 - Accept the goods, whereby the invoice shall be settled in the due dates provided in the order, while charging the Supplier the costs of storing the goods for each packaged unit at costs included in the Price List of Expenses item B, which serves as a component part of these terms.

The Contracting Entity will determine the level of compensation for storage of goods once a year with regard to the scope and quantity of the premature delivery of goods.

- 3.5.** Natural disasters and unpredictable measures taken by governments free the contracting partners of any contractual consequences and obligations for the duration of the disturbance. The contracting parties must immediately inform each other of any necessary details and obligations within their capacity to do so under the aforesaid circumstances, while accommodating to the changed circumstances, all in good faith.

4. EMERGENCY STOCK

- 4.1.** In case of a standing order for products necessary in the production process of the Contracting Entity, the Supplier is obliged to establish emergency stocks at his own expense, keeping it available and renewed at all times. Unless otherwise determined, the stock must correspond with the supply quota of the average weekly order or recall.

The Contracting Entity is bound to purchase the Supplier's emergency stock in case of changes to component parts or suspension of programmes.

The Contracting Entity reserves the right to periodical inspection of the emergency stock.

5. DELIVERY

- 5.1.** Unless otherwise determined, the ordered goods are to be delivered to the central storage facility of the Contracting Entity. All costs paid include delivery to the delivery address stated in the order. Upon assumption of goods in its warehouse, the risk is transferred onto the Contracting Entity.
- 5.2.** Each packaging unit (cardboard box) must be marked with a bar code according to VDA 4902. Each palette must be marked with a collection bar code for the entire shipment on the palette.
Any single palette may include only boxes of the same component part – the more different parts, the more palettes. Exceptionally, one palette may include several different parts, if it is only one box of a respective position. An individual cardboard box may weigh up to a maximum 15 kg gross.
Each delivery must be stated in a detailed delivery form, which summarizes the statements from the present order (date, order number, quantity and type of goods, detailed description of the packaging, etc.).
- 5.3.** You can deliver goods only if you are operating in accordance with Council Directive 2008/117/EC, Council Directive 2009/69/EC and Council Regulation (EC) No. 37/09, therefore you comply with all tax laws.

6. PACKING, PACKAGING, PROOF OF ORIGIN

- 6.1.** The Supplier must, unless otherwise determined, pack the goods in a professional manner and deliver it according to commercial practice, or ship it in the appropriate packaging according to the Contracting Entity's instructions.
All packing (EUR palettes, palettes, carton boxes, coils, ...) is as a part of the shipment considered and is in the price of the goods and materials included (not one of the packing will not be returned or separately paid). The Supplier will be liable for any damages due to insufficient or incorrect packaging.
- 6.2.** On the basis of valid business agreements, the Supplier is bound to provide the Contracting Entity with a certificate on the origin of goods and a certificate according to EN 10204 3.1. for every delivery, along with any other documents requested in the order by the Contracting Entity.
The origin of newly assumed goods or changes to the origin of goods must be immediately communicated to the Contracting Entity, without the latter having to issue a request thereon. The Supplier is responsible for any inconveniences and damages which the Contracting Entity should suffer due to improper or delayed submission of the statement of the proof of origin. If necessary, the Supplier must provide proof of origin of goods with an information sheet, which is confirmed by his customs post.
- 6.3.** The Supplier is bound to ensure tracking of delivered goods and mark packaged units with the following data: recipient of goods, address of the recipient, products code, status of changes, number of pieces, weight net/gross, title of the goods, order number, delivery form number, date of production, batch number and any additional details.

7. ASSUMPTION OF GOODS: QUALITY AND QUANTITY

- 7.1.** Assumption of goods is carried out in the factories of the Contracting Entity. The Supplier must prove 100% quality and both delivery date and quantity compliance. Signatures and stamps of release of goods are not considered as final assumption. Inappropriate or unsuitable deliveries are sent back by the Contracting Entity to the Supplier, thereby charging him the due costs. The Contracting Entity reserves the right to demand compensation for these insufficient deliveries, which shall be invoiced under the same terms.

- 7.2.** In all cases, the Contracting Entity performs random counter-tests, systematically checks quotas, accompanying reports, the state of the packaging and markings, and in the event of discrepancies informs and duly charges the Supplier. For each quantity deviation for more than 0,5% the Contracting Entity will issue the claim report and charge the Supplier for claim issue and quantity deficit costs.
- 7.3.** In case of rejects in processing, repairs or compulsory sorting of discrepancies, the Contracting Entity reserves the right to charge the Supplier any costs of processing, repairs or sorting, while also demanding a reduction in costs at its own discretion, or demand that the Supplier corrects the errors himself.
- 7.4.** The Supplier assumes complete liability for all costs arising from deviations from quality standards, whose cause lies with the Supplier, namely with the Contracting Entity, the Contracting Entity's buyer or the end user. Costs arising to problems relating to quality standards are as follows: lump sum payment upon issue of claim and actual costs linked to the quality-related problem (stagnation, sorting, repair, ...) and are included in the Price List of Expenses item A, which is a component part of these terms.

8. PRICES

- 8.1.** Except in cases where the order determines otherwise, all prices are fixed and may not be unilaterally changed.
- 8.2.** Prices include the cost of packaging.
- 8.3.** All prices are considered fco Contracting Entity – central warehouse.
- 8.4.** All prices are determined in the annual annexes to the agreements.

9. INVOICING AND PAYMENT

- 9.1.** Each invoice must correspond to each respective order. The invoice must include the number of the order, the product code, status of changes, the Supplier's code, the name of the article, quantity, price, date and number of the delivery form, type of delivery, delivery place.
- 9.2.** Payment is carried out according to the contractually agreed delivery of goods and receipt of a correct and reviewed invoice.
- 9.3.** If the Contracting Entity does not determine otherwise, all payments are to be carried out within 90 days of the delivery date.
- 9.4.** For deliveries with faults, the Contracting Entity is entitled to withhold the payment or part of the payment in proportion to the share of the value of faulty goods, until the faults have been corrected.
- 9.5.** The Supplier is not entitled to surrender or transfer his claims to the Contracting Entity without prior written consensus on behalf of the latter, which may not be rejected without a valid reason.

10. QUALITY AND CONFORMITY

- 10.1.** Quality policy of company TBP is obligated for all persons working for or behalf of the organisation (suppliers, ...). Quality policy is visible on **www.tbp.si**.

The mission of the Contracting Entity is to be constantly one step ahead of the wishes of its customers, employees, owners and the environment. Quality and the demands for reliability are becoming ever more stringent, both for products produced by the Contracting Entity as well as products produced by Suppliers. In order to satisfy demand, they apply the preventive approach, which ensures that the delivered product

conforms to the specification and demands of the customer, as well as the requirements of standard ISO/TS 16949:2002. This requires close cooperation between us and our Suppliers.

Our ultimate goal is to achieve a global level of quality. In order to achieve this goal, we apply a 'no error' strategy, including a process of continuous improvement. We demand that our Suppliers apply the same approach.

The production facility of the Supplier must be registered in accordance with standards, which are recognized by the automobile industry. The minimum requirement is the quality standard ISO 9001, although the standard ISO/TS 16949 and ISO 14001 is preferred. Suppliers are obliged to provide TBP with copies of quality certificates. In case the Supplier loses the quality certificate, he is obliged to inform TBP thereof. The system certificate must not be older than 3 years.

In cases when the Supplier does not dispose of an assessment of the quality system, TBP may carry out an assessment of the process and give its opinion of the Supplier's capabilities. In case of a positive opinion, the Supplier is requested to prepare the process under the condition that he ensures all requirements of satisfying the required level of quality. Such selected Suppliers are obliged to obtain a quality certificate within two years.

Suppliers must use AIAG (Automotive Industry Action Group) procedures for MSA, PPAP, SPC, FMEA and APQP or VDA 2 in their operations. *They have to consider the VDA 6.3, VDA 6.5 and PSR as well.*

10.2. Supplier services are assessed once a year in considering the following elements:

Quality of deliveries (40%)

- quality assessment / ppm (15%)
- quality assessment / number of claims (15%)
- assessment of suitability of sampling - EMPB and actions - 8D (10%)

Logistics services (30%)

- continuity of deliveries (20%)
- flexibility of the Supplier (10%)

Assessment of sales activities (30%)

- suitability of offers (10%)
- cost reduction (10%)
- Environmental management system - ISO 14001:2004 (5%)
- Suitability of the quality system (5%)

The system of evaluation for the Supplier is defined in greater detail in the Contracting Entity's internal regulations, which are available to the Supplier upon request.

In case the Supplier is evaluated as a B Supplier (60-89%), he is obliged to provide the Contracting Entity with plan of activities for achieving A Supplier (90-100%) within 2 weeks upon receiving the supplier evaluation *on the Contracting Entity's internal document 8.5-01_12a, including with responsible person and execution dates for each activity. The realisation of taken measures are checked until elimination of discrepancy or improving of general supplier's condition.* Suppliers evaluated as C Suppliers (0-59%) are subject to the initiation of the procedure for termination of cooperation.

10.3. The Supplier must comply with APQP (Advanced Product Quality Planning) requirements for all new or modified parts, including the compulsory team feasibility assessment.

Before the initial delivery, the Supplier must receive a PPA (Production part Approval) or a confirmed EMPB (Erstmusterprüfbericht) from the Contracting Entity. If prompted, the Supplier must cooperate with the customer in the project development stage.

The Supplier must prepare records in accordance with requirements for banned, toxic

and dangerous substances. If prompted, he must fill out the IMDS database, which is part of PPA/EMPB (<http://www.mdsystem.com>).

The Supplier must prepare records on process capability. In the pre-series, the Cpk must be $> 1,67$; during serial production Cpk $> 1,33$ or more, if the customer requests it.

The Supplier is obliged to monitor and control all products and process characteristics. Safety characteristics must be subject to full traceability and a guarantee of 'zero defects' (Poka – Yoke solutions or 100 % control of critical characteristics).

- 10.4.** The Supplier (including sub suppliers) should never change: the design of a product, the material, production process, lay-out of the production facility, logistics flow or sub supplier without prior approval from the Contracting Entity.

The Supplier must conduct PPA (Production Part Approval) in a timely, complete and accurate manner.

The Supplier must monitor the characteristics of his process and product, and must be capable of presenting the philosophy of constant improvement. Management of a process of continuous improvement must be subject to efficient tracking methods.

The Supplier is fully liable for his product, including financial aspects, namely faults of the product and their consequences.

The Supplier is obliged to ensure 100 % punctuality of deliveries in accordance with the Contracting Entity's deadline demands. In case of inconsistencies or unclear requests, the Supplier is obliged to inform the Contracting Entity thereof.

In case of problems related to the quality of the product or any other problems, the Supplier is obliged to provide a response to the Contracting Entity within 24 hours. The Supplier must provide the Contracting Entity with the final solution, including an analysis of the cause and a systematic solution of the problem (8D) within 5 days of its origin.

In case of bigger problems, a representative of the Contracting Entity must be allowed access to all of the Supplier's production capacities during normal working hours, whereby the latter may conduct an inspection of the production process. The packaging must comply with the Contracting Entity's instructions and must ensure that the product will remain undamaged. All products must be appropriately labelled (in accordance with Section 5).

- 10.5.** Delivered products must conform to specifications, drawings and all other documents, which define the product and are available to the Supplier. The Supplier must regularly analyse materials and keep the results on file (Element_8.2.4.1_ISO/TS 16949).
- 10.6.** For every new product and other cases, as agreed, the Supplier must provide the Contracting Entity with primary samples of the product (EMPB) upon request, whereby the samples will correspond exactly to the planned serial production. He must also enclose a control report of primary samples and all test results as demanded by the documents. Individual pieces must correspond to the definition provided, comply with the anticipated function and meet the requirements of valid regulations. The initial delivery following changes must be specifically marked by the Supplier with a colour code. Order of a series of products will become fixed only after the Contracting Entity has approved the suitability of the primary samples.
- 10.7.** The requested documents and notes on quality are kept (archived) by the Supplier. The prescribed period of archiving the "Project Documents" is 1 year following the discontinuing of a series and servicing of a product. The prescribed period of archiving "Notes on quality" is a minimum of 3 years. Documents and notes related to safety characteristics ("A") are kept for a minimum of 15 years from the day of invalidity.

- 10.8.** Without the consensus of the Contracting Entity, there must be no technical changes performed whatsoever. The Supplier is particularly obliged to previously inform the Contracting Entity on any transfer of production, use of new tools or a new process. Each of the stated changes means a repeat of the sampling process (EMPB). The supplier must guarantee quality by carrying out a regular requalification of its scope of supply in accordance with ISO/TS 16949 (section 8.2.4.1). Complete dimensional, material and functional tests acc. to the customer requirements shall be performed at least 1x per year and results shall be available for TBP review.

11. CANCELLING ORDERS

- 11.1.** Any non-compliance with the present terms, particularly for repeated delays in deliveries and continued product deficiencies entitles the Contracting Entity to cancel an order with a single written notification (withdrawal from an order).

Written notification on the cancellation of an order also includes the withholding of the right to reimbursement of damages by the Contracting Entity, while it may also include a specific request for reimbursement of damages.

12. TOOLS AND DRAWINGS

- 12.1.** Tools, samples, models, measurements, etc., which were ordered from the Supplier or third parties for the Contracting Entity, or rather which the Contracting Entity produced in order to give or make available to the Supplier, are owned in full by the Contracting Entity. Care for maintenance and renewal is assumed by the Supplier, who is responsible for the placing of orders for component parts.

Every new tool, which is provided by the Contracting Entity to the Supplier for exploitation, is subject to a separate agreement. The Supplier is obliged to provide the Contracting Entity with a monthly updated time schedule of production (and delivery) of tools.

The Supplier must manage an up-to-date record of tool maintenance and repair.

- 12.2.** The Supplier is not allowed to produce any parts on account of third parties on the basis of drawings, tools or models owned by the Contracting Entity without prior written approval by the Contracting Entity. On the contrary, the Contracting Entity will consider this as an act of unfair competition, which is subject to compensation payment from the Supplier. Tools may not be altered or destroyed without prior written consensus from the Contracting Entity.

- 12.3.** The Supplier assumes all liability and costs arising in case of damage, destruction or theft of tools from item 12.1.

13. GUARANTEE

- 13.1.** The Supplier is liable for any visible or hidden faults in all of his deliveries, including those where production has been fully or partially entrusted to a third party.

The Supplier is bound to settle any compensation in case a third party should sue the Contracting Entity for faults made by the Supplier.

The Contracting Entity reserves the right to terminate this agreement and/or cancel an order or claim compensation for damages according to the regulations governing obligation relationships and according to general rules on damage liability.

- 13.2.** The Supplier will do everything necessary to immediately inform the Contracting Entity of any actual or perceived fault in his products or material fault which he is aware of, namely in order to limit eventual later damaging consequences.

- 13.3.** For parts that are built into vehicles, which would turn out to be deficient following the release of vehicles into general sale, the Supplier is obliged to compensate the car manufacturer for all costs in accordance with the price list of spare parts within the scope of the guarantee terms and condition, which the car manufacturer is obliged to respect in relation to its customers; furthermore, he is obliged to settle all costs, claims and damages, including payments which either directly or indirectly caused this deficiency. The agreement includes a period wherein the Supplier is liable for any faults.
- 13.4.** The same terms of compensation include the warranty being extended for the same parts in cases of gross deficiencies, for which the Supplier is liable, if the car manufacturer was forced to conduct a check and replacement of deficient parts following the expiration of the guarantee period for customers.
- 13.5.** The Supplier guarantees that he will respect all legal and other obligations emanating from environmental protection during the phase of setting up the production process, the production process itself and the shipment of products to the customer.
- 13.6.** The Contracting Entity is bound to ensure separate collection of hazardous substances' packaging, including hazardous waste, namely in the suitable equipment provided.
The Supplier of hazardous substances is bound to ensure transport of hazardous substances' packaging upon request, including all collected waste of the hazardous substances. Transport costs will be borne by the Supplier himself, thereby considering all legal and other obligations emanating from environmental protection.
- 13.7.** The Contracting Entity urges the Supplier to conclude appropriate insurance policies with regard to the risks undertaken with this agreement, particularly relating to guarantees for products.

14. INDUSTRIAL PROPERTY

- 14.1.** The Supplier will protect the Contracting Entity against all claims filed by third parties in relation to supplied materials or products due to patents, licences, trademarks and models.
In case of lawsuits based on such claims, the Supplier Contracting Entity is obliged to provide legal representation and defence without hesitation for the Contracting Entity, namely for all justified or unjustified legal proceedings which could be initiated.
The Supplier will fully reimburse all costs and fees and even compensation payments borne by the Contracting Entity on the basis of a legal judgement.

15. SAFEGUARDING BUSINESS SECRETS

- 15.1.** The Supplier is bound to respect the secrecy of provided information. He will determine all of the necessary measures in order to prevent the spread of data, which he would obtain in order to execute an order. Drawings, documents, plans, models and samples which the Supplier obtained or which he was acquainted with, are and remain in the ownership of the Contracting Entity.

16. SALVATORY CLAUSE

- 16.1.** In so far as individual sections of this agreement should become invalid, the remaining part of the agreement remains valid in an unchanged form.

17. JURISDICTION – SETTLEMENT OF DISPUTES

- 17.1.** The Contracting Entity and Supplier will strive to settle any eventual disputes in a friendly manner and through mutual agreement. If this fails, the contracting parties agree to settle all disputes at the court of competent jurisdiction in Maribor, irrespective of the nature, cause or location of the dispute, and irrespective of the particularities of the terms of delivery.
- 17.2.** In case a mutual resolution of a dispute is not possible, the Contracting Entity and the Supplier agree to terminate this agreement. In so far as they do not determine otherwise, a 180-day notice shall be observed. During this period of time, the Supplier is obliged to continue with 100% timely and full delivery in accordance with orders or recalls by the Contracting Entity.
- 17.3.** Not considering previous paragraphs, the Contracting Entity reserves the right to an extraordinary termination of this agreement, if the Supplier is not competitive in terms of cost, quality or delivery dates, thereby demanding a return of all tools and documents within 15 following a written request.
- 17.4.** Legal transactions are concluded under and subject to the law of the Republic of Slovenia, in so far as the contracting parties do not determine otherwise.

18. FINAL PROVISIONS – VALIDITY OF THE AGREEMENT

- 18.1.** Any relations not regulated hereunder are subject to provisions of the Obligations Act and usances for goods transactions. All issued annexes to this agreement are component parts thereof.
- 18.2.** This agreement steps into effect after being signed by both contracting parties. The agreement is made out in 4 (four) identical copies, whereby each party is entitled to 2 (two) copies.

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GENERAL TERMS OF PURCHASE – PRICE LIST

A – COSTS LINKED TO QUALITY-RELATED PROBLEMS – Annex to Section 7, item 7.4.

TYPE OF COST		COST
1.	Lump sum payment upon issue of a claim	100 Eur
2.	Hour of repair/ sorting	25 Eur
3.	Deficient parts	price* x quantity
4.	Costs linked to quality-related problems claimed by the Contracting Entity's buyer (if the cause lies with the Supplier)	actual costs + 200 Eur
5.	<i>Disrespect of contract agreements regarding 8D, EMPB, PPAP, Terminal plan,</i>	50 Eur / reminder

* price: - purchasing (established upon entry)
- sales (established during the process)

B – COSTS RELATED TO LOGISTICS PROBLEMS - Annex to Section 3, items 3.3. and 3.4

TYPE OF COST		COST
1.	Costs of logistics	actual costs
2.	Costs of stagnation	actual costs
3.	Costs of delay in delivery	actual costs
4.	Daily costs of storage of packaged units delivered before the specified delivery date	10 Eur

The stated is valid as a specified addition to the General Terms of Purchase.

Commercial Department

Purchasing Manager

Peter FEKONJA

Management TBP d.d.

CEO

Stanislav LONCNER