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## 1. Introduction

This manual sets out the conditions for cooperation between the supplier on one hand and the GUMOTEX Group (GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o., GUMOTEX Automotive Třebíč, s.r.o., GUMOTEX Automotive Myjava, s.r.o. and ZPV Rožnov, s.r.o.) as the buyer on the other hand in the area of logistics. **The Logistics Manual is a legally binding document, which is part of the contractual relationship between the GUMOTEX (GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o., GUMOTEX Automotive Třebíč, s.r.o., GUMOTEX Automotive Myjava, s.r.o. and ZPV Rožnov, s.r.o.) as the buyer on one hand and the supplier on the other hand, and the conditions set out there in are valid as early as in the context of conducting pre-contractual discussions regarding the conclusion of a contract (i.e. pre-contractual environment).**

If the GUMOTEX Group is mentioned in the text, it includes all the aforementioned companies that may act as a buyer in a given specific contractual relationship.

## 2. Planning data and production capacities

- a) The supplier is obliged to create and maintain sufficient production capacity to ensure a volume of supplies with a min. 20% back-up for requirements that were agreed upon by parties and to manage material flow accordingly. All this applies, unless parties have agreed otherwise.
- b) The buyer is obliged to inform the supplier about the production plan in the form of forecasts, which determine the expected volume of deliveries (ordered goods) for a certain period of time. The data stated in the forecasts are binding; at the same time, the buyer reserves the right to change forecasts on the basis of the final customer's needs.
- c) The binding volume of the buyer's ordered goods is also stated in the specific call-off (order). The buyer is obliged to take delivery of the goods in such volume as specified in the call-off (order). The buyer is not obliged to take delivery of goods greater than the volume stated in the call-off (order).
- d) For dates specified in the call-offs (orders), it generally applies that these are the dates of delivery to the delivery address of the buyer. In the case of terms of delivery (e.g. FCA), dates stated in call-offs (orders) are the loading dates at the supplier's production plant.
- e) Call-offs (orders) will be sent to the supplier via e-mail or data transmission (if established).
- f) Data and information related to points a) to e), i.e. dates, time periods, responsible persons, and delivery volumes shall be specified in the Logistics Concept, which is one of the nomination documents.
- g) The supplier is obliged to observed the pre-arranged time windows, i.e. delivering the order at the specified hour on the specified day.
- h) In the event of non-compliance with the aforementioned obligations, the buyer has the right to impose sanctions in accordance with the Tariff for Damages.

## 3. Binding nature of call-off (orders)

- a) The call-off (order) is binding once it has been delivered to the supplier.
- b) The supplier undertakes to inform the buyer in writing (via e-mail) within 24 hours of receiving the call-off (order) of its receipt and also to confirm that the supplier is able to fulfill the call-off (order) in the specified time and volume.
- c) If it is not possible to meet the deadlines or volume required by the buyer, the seller is obliged to send the buyer a binding opinion without delay with information about what volume of the ordered amount the

supplier is able to deliver on time as well as the date when the remaining volume of the ordered goods can be delivered as per the call-off (order).

- d) If the buyer does not receive a written message from the supplier within 24 hours, the supplier is obliged to deliver the goods in order and on time, and in case of breach of this delivery, the supplier bears the responsibility and costs for any damage caused to the buyer including the buyer's costs associated with cure to its customers and damages charged by the customers to the buyer due to non-delivery. In the case of informing the buyer about the non-delivery of goods, the supplier is not release from the obligation to deliver the goods according to the date required in the call-off (order), unless the parties agree otherwise in writing.

#### **4. Consignment warehouses**

If it is possible due to the nature of the delivery, the supply shall propose the possibility of creating a consignment warehouse on the buyer's premises.

#### **5. Information on changes in production and emergency situations**

The supplier undertakes to immediately inform the buyer in writing if any of the following situations occur:

- a change in production capacity
- transferring production to another location
- changes to the specified mode of transport
- crisis situation in production
- changes within the organization

In the cases of points 1, 2 and 4, the supplier is also obliged to inform about these situations within its supply chain.

Prior to the commencement of deliveries, the supplier is obliged to present a contingency plan and supply solutions in the event there is a threat to deliveries in the agreed quality, quantity and time.

#### **6. Packaging and wrapping**

The supplier is obliged to suggest packaging solutions including complementary packaging material and the method for storing parts during the stage of the price offer.

The detailed packaging procedure is outlined and possibly optimized during the project and must always be approved by the logistics department of the Automotive Division. Final approval then takes place as part of the sampling process.

The quantity of returnable packaging (if agreed that the packaging will be returnable) for the given project will be the subject of a mutual agreement.

If the supplier is to be responsible for the acquisition of packaging, the supplier shall ensure the necessary volume of the specified type of packaging and complementary material and will also perform regular maintenance of this packaging and ensure their renewal.

If the packaging is provided by GUMOTEX:

- a) Determination of price conditions for non-returnable and returnable packaging, the cleaning, repairs and disposal is part of the Price Agreement.

## 7. Provision of transport and place of performance

- a) Unless otherwise agreed by the parties, the place of performance is the buyer's delivery address.
- b) The parameters as per Incoterms 2010 apply. It is generally assumed that the goods are delivered by the supplier to the buyer's delivery address (the supplier bears the risk of damage to the goods throughout the time of transport until the moment of transfer at the buyer's premises).
- c) Other transport costs shall be borne by the party that cause the need for special (extraordinary) transport.

## 8. Balance of goods, raw material or materials for production

If the contractual relationship has been terminated for reasons attributable to the supplier, GUMOTEX shall not be liable for the balance of goods, raw materials and materials for production for the goods in question on the part of the supplier, and shall not be obliged to remove or financially compensate the supplier.

## 9. Final provisions – binding nature of the manual

This Logistics Manual is part of the contractual relationships between the GUMOTEX Group and its suppliers, without requiring the signature of this manual. The manual begins to apply as early as the inquiry (pre-contractual discussions). The latest version of the manual is located on the GUMOTEX website: [www.gumotex.cz](http://www.gumotex.cz).