

Supplier Manual - appendix

valid for the following GUMOTEX Group companies:

GUMOTEX Automotive Břeclav, s.r.o.
GUMOTEX Automotive Jaroměř, s.r.o.
GUMOTEX Automotive Třebíč, s.r.o.
GUMOTEX Automotive Myjava, s.r.o.
ZPV Rožnov, s.r.o.

If GUMOTEX is mentioned below, all of the aforementioned companies are included.

TARIFF FOR DAMAGES

1. Unless the contracting parties agree otherwise, and in the event of defective deliveries and non-compliance with the buyer's requirements, the seller is obliged to pay the buyer the following flat rate for damages for the following damage items.

A claim is understood to be the first occurrence of a defect or a repeated occurrence of a defect after the alleged removal of the identified cause of the defect (CLAIM). The buyer's receivable from the seller due to the claim arises on the day the claim is enforced from the supplier (incl. the due date).

2. All additional costs (in particular extraordinary transport, proof of production downtime, extraordinary weekend and holiday shifts, line utilization) incurred by the buyer due to a defective, late or incomplete delivery from the seller are considered as approved by the seller, if these additional costs were not disputed by the seller within 2 working days from receiving the written report. After the expiration of this period (2 working days), the seller is not entitled to dispute the reasons or the amount of claimed damage, and the buyer may establish a credit. The seller agrees with this procedure.

FLAT RATES AND ADDITIONAL COSTS ASSOCIATED WITH SUPPLYING DEFECTIVE DELIVERIES		
a	For each claimed delivery that does not meet the specification (quality, volume, time, labelling, documentation) and a Complaint Report has been issued by the buyer, the seller pays a flat rate for each CLAIM in the amount of: In the event of a repeated complaint , when the cause was not eliminated by the agreed deadline, the following amount shall be charged:	EUR 100 EUR 200
b	Costs for technical analyses performed within the scope of determining the causes of defects by the buyer, which are, for example, performed in a laboratory or on measuring equipment, or expert opinions, are all fully paid by the seller in excess of the flat rate referred to in point "a". In the case of internal analyses, the seller pays the amount of EUR 30/hour, in the case of external analyses, the amount paid by the buyer for this external analysis will be increased by the buyer's demonstrable costs (transport, samples, preparation of documents for the analysis, etc.)	

<p>c</p>	<p>For internal sorting or repairs of defective deliveries, or the sorting, repairs or disassembly of semi-finished products from a defective delivery in GUMOTEX, the seller pays compensation for each started working hour for an employee in the amount of:</p> <p>The group of these employees shall be managed by a coordinator, who will ensure the entire course of sorting, including reporting. The seller is obliged to reimburse the costs incurred for this employee at an hourly rate of:</p> <p>If the buyer arranges for sorting, repairs or disassembly by a third party at the buyer's premises, the seller pays all costs of the third party, subject to approval by the seller. At the same time, the seller shall reimburse the buyer for all additional costs associated with the sorting provided by a third party, e.g. handling costs, coordination in the same amount as stated in point "c"</p> <p>If the seller arranges for sorting, repairs or disassembly at the buyer's premises, the seller pays all costs of the third party (the seller orders this arrangement). At the same time, the seller shall reimburse the buyer for all additional costs associated with the sorting provided by a third party, e.g. handling costs, coordination in the same amount as stated in point "c"</p> <p>If the seller arranges for sorting, repairs or disassembly using its own workers at the buyer's premises, the seller pays all additional costs associated with the sorting provided by a third party, e.g. handling costs, coordination in the same amount as stated in point "c"</p> <p>In the event that the seller does not consent to the performance of the aforementioned activity (point "c") internally by the buyer, third party arranged by the buyer or does not provide these activities via a third party or its own workers, the buyer has the right to arrange these activities internally or via a third party without the seller's consent, who shall pay them in full</p>	<p>EUR 20</p> <p>EUR 25</p> <p>EUR 20/25</p> <p>EUR 20/25</p> <p>EUR 20/25</p>
<p>d</p>	<p>For all other internal additional work associated with a defective delivery on the part of the buyer (e.g. handling, equipment and tool cleaning, etc.), the seller pays compensation for each started working hour for a worker in the amount of:</p> <p>In the event that it will be necessary for the buyer to provide remediation activities via an external company (equipment service, tool repair, etc.), these costs will be charged to the supplier in full</p>	<p>EUR 20</p>
<p>e</p>	<p>If the parties have agreed that the defective delivery, semi-finished products and finished products from this delivery will be scrapped by the buyer, the seller shall pay the handling costs associated with the scrapping at an hourly flat rate of:</p> <p>for each hour worked.</p> <p>Disposal costs are not included in this amount and will be claimed separately.</p>	<p>EUR 25</p>

f	<p>If the seller does not release the material for scrapping, the defective delivery, semi-finished products and finished products from this delivery will be sent back to the seller at the expense of the seller. The seller shall pay a flat rate per pallet for handling and loading onto the means of transport in the amount of:</p> <p>In the event that the seller does not arrange for shipping in cooperation with the buyer's logistics department within 5 working days of the request, storage at the buyer's premises will be charged for each started storage day per stored pallet at a rate of:</p> <p>The seller shall also pay the costs of devaluing non-compliant semi-finished and finished products against the re-use for each hour worked in the amount of:</p>	EUR 10 EUR 10 EUR 20
g	<p>The seller shall reimburse the buyer the cost for restricting the buyer's production, which arises from the delivery of a defective delivery or non-delivery of the ordered quantity on time at a flat rate of:</p> <p>In the event of restricting production line capacity up to 50%</p> <p>In the event of restricting production line capacity from 50-100%</p> <p>For each started hour of restricted production on the part of the buyer</p> <p>This flat rate does not include costs associated with the impact on the buyer's customers incl. extraordinary shipping to ensure deliveries to these customers. If any arise, they will be charged to the seller in full.</p>	EUR 300 EUR 500
h	<p>Defective material or defective products that the seller delivered to the buyer are not paid by the buyer. If the buyer has already made the payment, the seller is obliged to pay the buyer back for amount of the defective material or products.</p>	
i	<p>The costs of the buyer's customer complaints (incl. final customers) and costs of complaints from the service network – guarantees, will be charged to the supplier in full if the supplier is proved responsible.</p> <p>The buyer shall issue a Complaint Report against the supplier and, depending on the nature of the complaint, additional costs and flat rates specified in points "a" to "g" may also be applied by the buyer.</p>	
OTHER FLAT RATES AND ADDITIONAL COSTS		
j	<p>If the inspection report from the first sampling is graded as "unsatisfactory" or even if the third attempt does not bring a satisfactory grade without reservations, the buyer is entitled to claim a flat rate in the amount of:</p> <p>At the same time, the seller will be charged for the costs associated with this grade from the final customer.</p>	EUR 200
k	<p>The costs for repeating tests (at the project or series phase) due to unsatisfactory quality of the purchased material or products are paid by the seller in full, even if the test is performed by an external laboratory or by the customer.</p> <p>Supplied materials and products are naturally subject to further tests – set testing, which is performed by the buyer or the buyer's customers. In the event that these tests are unsatisfactory due to the poor quality of the supplied material or product, the supplier pays all costs associated with the unsatisfactory test result.</p>	

	The supplier also pays for all additional costs in the event that it does not deliver the necessary materials or products for the test to the buyer by the required deadline.	
l	In the event that the supplier audit, conducted by the buyer, achieves a C grade or repeatedly 2 consecutive B grades, the supplier shall pay GUMOTEX all costs related to the audit (travel, accommodation, per diem, etc.) for each auditor per audit day.	
m	<p>Failure to deliver the following required documents by the given deadline even after the first reminder; the seller is obliged to pay the following amount for each additional reminder:</p> <p>These documents are:</p> <p>8D report incl. individual steps and proofs for the complaint</p> <p>Inspection certificates and results of SPC characteristic (according to the Agreement on Qualitative Requirements for the Purchased Part/Material)</p> <p>Report from the process or D/TLD self-audit, from the process series</p> <p>Action plan for self-audits or process series</p> <p>Action plan for supplier evaluations</p> <p>Action plan for an audit conducted by the buyer or its customers</p> <p>Appointment of PSCR or the deputy, if required</p> <p>New certificates</p> <p>Updated safety data sheets</p> <p>Sampling reports</p> <p>Requalification tests incl. action plan in the case of unsatisfactory results</p> <p>If the non-delivery of documents causes additional costs on the part of the customer, these costs shall be charged to the buyer in full.</p>	EUR 100
n	If the supplier fails to announce changes that are cause for re-sampling according to VDA 2 or PPAP, the supplier is obliged to pay all associated additional costs and a flat rate in the amount of:	EUR 4 000
o	In the event of a breach of trade secrets by the supplier, the supplier is obliged to pay all associated additional costs resulting from this issue. The buyer will be paid a minimum flat rate in the amount of:	EUR 5 000

3. Flat rates for damages are amounts without VAT and shall be offset with the seller's next INVOICE.

4. The buyer's right to claim further damages remains unaffected.