1. Introduction 2

2. Information Channels 2

2.1 Call-offs and their binding nature 2

2.2 Logistics documentation 3

3. Material Flows 3

3.1 Stock 3

3.2 Consignment warehouses 3

3.3 Packaging and packaging accounts 3

3.4 Transport and place of performance 4

4. Production Capacities 4

5. Change and Crisis Management 4

6. Supplier's Declaration of Consent 4

7. Appendices 4

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1. Introduction

This manual is a guide for the partnership between the supplier and GUMOTEX, akciová společnost (including its subsidiaries: GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o, GUMOTEX Automotive Třebíč, s.r.o. and GUMOTEX Automotive Rožnov, s.r.o.) in the field of logistics.

The Logistics Manual is a binding document. Its observance is a part of the contractual agreement between GUMOTEX, akciová společnost (or its subsidiaries: GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o, GUMOTEX Automotive Třebíč, s.r.o. and GUMOTEX Automotive Rožnov, s.r.o.) on one hand, and the supplier on the other.

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

2. Information Channels

2.1 Call-offs and their binding nature

a) The buyer is obliged to inform the supplier about the production plan in the form of call-offs, which determine the expected volume of deliveries for a specific period of time. The default format for the call-off is VDA 4984 (or VDA 4905). The exact type of call-off is specified in the Logistics Concept. Orders are used only in exceptional cases in the process of purchasing direct material, and both parties must agree to such a form of purchase.

b) Call-offs are sent exclusively via Electronic Data Interchange (EDI) or WEB-EDI.

c) It generally applies for dates stated in the call-offs (orders) that these are delivery dates to the buyer's delivery address.

d) The buyer is obliged to take delivery of goods in the volume specified in the call-off (order). The buyer is not obliged to take delivery of goods in excess of the volume specified in the call-off (order) and is entitled to return them at the supplier's expense.

e) The call-off is generally binding for two weeks (+/- 15%), the next four weeks are added for the purchase of input material (+/- 15%). All other data is used for resource and production capacity planning. The binding nature of the call-off is always specified in the Logistics Concept.

f) In the event that it is not possible to meet the deadlines or volumes specified in the call-off, the supplier undertakes to inform the buyer in writing (via e-mail) within 24 hours of receiving the call-off (order).

   Subsequently, the seller is obliged to send the buyer, without undue delay, a statement of the volume of ordered goods it is able to supply by the given deadline. Furthermore, the seller is also obliged to give the date when the remaining volume of the ordered goods will be supplied, as per the call-off (order). The situation will always be resolved individually, primarily based on the criterial of fulfilling deliveries to the final customer.

g) If the supplier's written report is not delivered to the buyer within 24 hours, the supplier is obliged to deliver the goods duly and on time. In the event this obligation is not met, the supplier bears the responsibility and costs for possible damages on the part of the buyer, including the buyer's costs associated with curing its obligations and damages charged by customers to the buyer due to non-delivery.

h) In the event of informing the buyer about the non-deliver, the supplier is not released from the obligation to deliver the goods according to the deadline required in the call-off (order), unless the parties agree otherwise in writing.

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2.2 Logistics documentation

a) The seller is obliged to supply goods with the compulsory documentation. A paper delivery note in VDA 4939 format is sent with every delivery.

b) The goods (each package) is duly marked with a Global Transport Label (GTL).

c) Immediately after sending the goods, the supplier is obliged to send an electronic delivery note in VDA 4987 (or VDA 4913) format.

d) Any deviations from these formats must always be agreed upon with the GUMOTEX purchasing department and will be specified in the Logistics Concept.

3. Material Flows

3.1 Stock

a) The supplier is obliged to hold a minimum three-day stock of finished goods on the basis of average call-offs from the previous month. The requirement to hold a stock of finished goods is specified in the Logistics Concept.

b) If the contractual relationship has been terminated in accordance with the wording of Article 13 of the Framework Purchase Agreement, GUMOTEX shall not be liable for the balance of goods or raw material for the production of the goods in question on the supplier's part, and is not obliged to remove them or financially compensate the supplier.

3.2 Consignment warehouses

If possible due to the nature of the deliveries, the supplier shall propose the possibility of creating a consignment warehouse on the buyer's premises.

3.3 Packaging and packaging accounts

a) The supplier is obliged to propose the packaging including supporting packaging material as well as the method of storing parts via Packaging Regulations, both for pre-series and series production. Packaging is always reviewed with each technical change. As part of this step, the supplier also proposes replacement packaging. The packing regulations are approved by the buyer.

b) If the concept of returnable packaging is agreed, their quantity will be the subject of a bilateral agreement. The acquisition of the required amount of the specific packaging and supporting material will be carried out by the supplier at its own expense. Repairs, cleaning and disposal of old packaging is provided by the supplier.

c) The determination of price conditions for non-returnable and returnable packaging, their cleaning, repairs and disposal is part of the Price Agreement, which is part of Annex No. 1 to the Framework Purchase Agreement.

d) The supplier is obliged to keep a packaging account and review it regularly. Please find more detailed information regarding this issue in the Logistics Concept.

e) If the supplier does not have a sufficient volume of standard packaging, it shall use approved alternate packaging. The buyer must always be informed about this change.

i) If the seller uses unapproved packaging, the buyer is not obliged to accept this delivery and is entitled to return at the supplier's expense.

f) The issue of packaging is addressed independently of the issue of transport.

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3.4 Transport and place of performance

a) Unless otherwise agreed by the parties, the place of performance is the delivery address of the buyer.

b) The Nomination Letter defines the responsibility for the transport of material including the organization thereof. It may also be specified in the Logistics Concept.

c) The frequency of deliveries is defined in the Nomination Letter. If both parties have agreed otherwise, the change is recorded in the Logistics Concept.

d) The Incoterms 2020 parameters apply. It is generally assumed that the goods are delivered by the supplier to the buyer's delivery address.

e) Additional transport costs shall be borne by the party that caused the special (extraordinary) transport to be required.

4. Production Capacities

The supplier is obliged to create and maintain sufficient production capacities in order to ensure the supply volumes with a min. 15% allowance for requests agreed by the parties. It is obliged to create and organize the material flow accordingly.

5. Change and Crisis Management

The supplier undertakes to immediately inform the buyer in writing in the event of:

- Changes in production capacities
- Changes to packaging
- Production relocation
- Changes to the specified mode of transport
- Crisis situations in production
- Changes in the organization

Before the start of deliveries, the supplier is obliged to submit a contingency plan and a plan for addressing supplies in the event of a threat to planned production.

6. Supplier's Declaration of Consent

This Logistics Manual is a part of the contractual relationship between GUMOTEX, akciová společnost (or its subsidiaries: GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o., GUMOTEX Automotive Třebíč, s.r.o. and GUMOTEX Automotive Rožnov, s.r.o.) and suppliers without the need to sign this manual. Acknowledgement of receipt of this Logistics Manual and agreement with its contents are automatically given by accepting the contractual relationship with GUMOTEX. The current manual is located on the GUMOTEX website: www.gumotex.cz.

7. Appendices

Logistics Concept - form

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