



GUMMI-TECHNIK®

...more than rubber & plastics.

70 Jahre 1950
2020

GT GUMMI-TECHNIK GmbH • P.O. Box 1480 • 70704 Fellbach

New suppliers/Suppliers of
GT GUMMI-TECHNIK GmbH
and
GTP GUMMI-TECHNIK-PLASTIK GmbH

Quality/Supplier management
NEW SUPPLIER REGISTRATION

Tel.: 0711-52007 -0
Fax: 0711-52007 -10
info.gt@gtp-gruppe.de
info.gtp@gtp-gruppe.de

Shaping the future together

New supplier registration Important agreements

Dear future business partners,
Ladies and gentlemen,

We are glad to inform you that we will be able to accept and register your company as a supplier and business partner of the GTP group (GT GUMMI-TECHNIK GmbH, GTP GUMMI-TECHNIK-PLASTIK GmbH).

However, we require certain information and declarations before an operational business relationship can be set up. Furthermore, we will also need to conclude diverse, binding and obligatory basic and framework agreements with your company. Only after these documents have been submitted will we be able to register your establishment in our system as a future supplier and business partner.

We therefore request you to sign, initial and stamp the original versions of the following documents and agreements (all of which have been enclosed with this communication) in a legally binding manner, and return them to us:

- **Supplier self-assessment (SSA)**
- **Non-disclosure agreement (NDA)**
- **Agreement on general terms and conditions of purchase (GTCP)**
- **Tool rental agreement (TRA)**
- **Supplier and quality management agreement (SQMA)**
- **Logistics and packaging agreement (LPA)**

The latest versions of these agreements (which are available on our homepage) constitute a full-fledged part of our future business relationship with you, and represent the integral basis of all of our queries/orders/retrievals and the like.

We look forward to having a long-term, sustainable and partnership-based relationship with you.

Best regards,


Philipp Wagner
Managing partner


Karsten Riegger
Business/Technical manager

All the information that is based on our standard business terms can be found on the internet at <http://www.gtp-gruppe.de>
GT GUMMI-TECHNIK GmbH GTP GUMMI-TECHNIK-PLASTIK GmbH

Head Office
Salierstr. 24
D – 70736 Fellbach
Telephone (0711) 5 20 07 -0
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Volksbank Stuttgart:
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Kreissparkasse Waiblingen:
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Commerzbank:
IBAN: DE89 6004 0071 0517 1806 00 SWIFT: COBADEFFXXX

Registered office: Fellbach
HRB Stuttgart 261098
VAT ID: DE 147330713
CEO/President: MBA Philipp Wagner

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2020

SUPPLIER SELF-ASSESSMENT (SSA)

(fields marked with a star are mandatory fields)

Company name:*

Address/Headquarters:*

Telephone switchboard:*

Fax switchboard:*

General e-mail:*

Home page: (if available)*

Contact person:*

Telephone contact person:*

Fax contact person:*

E-mail contact person:*

VAT ID: (only countries outside the EC)*

Bank (name):*

IBAN no.:*

Swift code:*

Year of founding:

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Shareholders:

Group affiliation, if applicable:

Executive board:*

Tel. extension:

Principal point of contact:*

Commercial management

Technical management

Sales management

Quality assurance

Logistics & dispatch

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Number of employees:*

In management:*

In production:*

In QA:*

Current turnover:*

Year -1 turnover:*

Year -2 turnover:*

Year -3 turnover:*

Product range:*

- Rubber-metal Rubber formed parts Tubes
- Profiles Plastic formed parts Plates/Rails
- Seals Foam rubber Other

On the basis of which standards has your company been certified?:*

What kind of corporate form does your company have?:*

- Dealer Manufacturer Dealer and manufacturer

<p>.....</p> <p style="text-align: center;">Place, date*</p> <p>.....</p> <p style="text-align: center;">Legally valid signature*</p>	<p>.....</p> <p style="text-align: center;">Company (block letters)/Seal*</p> <p>.....</p> <p style="text-align: center;">Signatory (block letters)*</p>
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(Post-)contractual non-disclosure agreement and non-utilisation obligations (NDA)

Version 02/2019

PREAMBLE:

With regard to the business relationship between the two parties, the contractual partners will need to provide each other with information that is not generally and freely accessible, and which contains the business and corporate secrets of the respective parties. The following non-disclosure and non-utilisation obligations are hereby agreed upon in order to protect both sides' interests with regard to these business and corporate secrets:

I. Scope of application

These and the following provisions apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors:

- a) GT GUMMI-TECHNIK GmbH, Saliestr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, VAT ID: DE 147330326

II. Definition

The phrase 'business and corporate secrets' refers to all the knowledge, methods and technical, commercial and economic experiences in the possession of the company in question, as well as pieces of data, documents, pieces of information and ideas (both internal and external, and regardless of whether or not the items in question are patented or patentable) that one contractual partner shares with the other contractual partner, provided that the items in question were documented in writing, graphically, in sketches, photographically, through magnetic or other technical recording methods, through samples, through models or in any other manner, or provided that the items in question are documented in one of the aforementioned manners within a brief span of time after they have been passed on verbally.

III. Non-disclosure and non-utilisation

1. The contractual partners hereby acknowledge that the pieces of information and data corresponding to clause II. that are obtained from the other contractual partner shall be considered to constitute the business and corporate secrets of the other party. Furthermore, they also pledge not to make the said items available to third parties, and to maintain the confidentiality of the items in question. In the same manner, the employees and other agents of the receiving party shall also be obligated to maintain the strict confidentiality of the information in question in accordance with this agreement. Furthermore, employees shall only be entrusted with the business and corporate secrets of the other party insofar as the employees in question are required to contribute directly to the execution of the business relationship.
2. The contractual partners are obligated to ensure that they do not utilise, exploit or patent the pieces of information and data corresponding to clause II. that they have obtained from the other contractual partner, which relate to the fulfilment of the direct business relationship between the contractual partners, or which have been provided by the other contractual partner within the context of the said business relationship, unless the contractual partner in question has approved of such a course of action in advance in writing. Furthermore, the contractual partners are also obligated to ensure that they do not apply for utility patents associated with the said pieces of information and data or make such pieces of information and data available to third parties in any manner whatsoever unless the other contractual partner has approved of such a course of action in advance in writing.
3. The contractual partners are obligated to ensure that they do not use or place at the disposal of third parties any pieces of information and data corresponding to clause II. that they have obtained from the other contractual partner, which are related to the fulfilment of the direct business relationship between the contractual partners and which have been provided within the context of the said business relationship, unless the third parties in question have been indirectly and/or directly entrusted with the task of providing the respective services to and/or by the corresponding contracting party, and unless they (i.e. the third parties in question) are also subject to the relevant non-disclosure and non-utilisation obligations.
4. The business and corporate secrets of a given party are always entrusted to the other party in a manner associated with the retention of all the relevant rights, and no explicit retention is required in any individual case.
5. If one of the contractual partners raises the corresponding written request or the contractual agreement comes to an end, the other contractual partner shall promptly return to the first contractual partner any and all information that is in his possession, along with any and all written and digital pieces of data that were created by the first contractual partner and which draw, either in whole or in part, upon the confidential material in question. Instead of asking for such data to be returned, the relevant contractual partner can also demand that it be destroyed or deleted. Once this has been done, the contractual partner in question should notify the other contractual partner to that effect in writing. Even after the confidential material has been returned or destroyed, the relevant contractual partner shall continue to be fully bound by his contractual non-disclosure and non-utilisation obligations.

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6. However, the obligations associated with clauses III. 1. – III. 3. shall no longer apply to the following pieces of information if the receiving party proves that the information in question

- a) was known to it before the date of receipt; or
- b) became known to the public or publicly available before the date of receipt; or
- c) became known to the public or publicly available after the date of receipt without it (i.e. the receiving party) having been responsible for the said scenario; or
- d) had been provided to it at an arbitrary point in time by a third party that was authorised to supply the said information.

The exceptions from the non-disclosure and non-utilisation obligations which have been specified for this agreement under a), b), c) and d) do not apply to a combination of individual pieces of information even if the exceptions in question do apply to each one of the individual pieces of information, unless the combination itself falls under the said exceptions.

7. Depending on which one of the two scenarios turns up last, the non-disclosure and non-utilisation obligations corresponding to clause III. shall continue to remain in force for an additional period of 5 years after the end of this agreement, or for an additional period of 5 years after the completion of the last-received assignment.

IV. Contract duration

The agreement enters into effect on the day on which it was signed by the parties. It ends when it is cancelled by one of the parties or, as the case may be, when the parties cancel it in writing by common accord. In such cases, the written cancellation should be supplied using a registered letter with return receipt.

Clause III. of this agreement continues to remain valid beyond the end of the contract duration. However, under such circumstances, the validity of clause III. shall be subject to the time limit specified in clause III. 7..

V. Other provisions

- 1. This agreement is subject to the written form. The same condition also applies to a waiver of the written form requirement. Additional agreements and other changes and additions made to this agreement should also be put down in writing.
- 2. This agreement also applies to legally-affiliated companies or domestic or foreign holding companies. If these companies and/or corporations violate this agreement, the parties shall bear the brunt of the said violations and submit to any potential claims that the other partner might raise as a result.
- 3. This agreement is binding for the parties and their respective legal successors and representatives; this also relates to the relevant benefits.
- 4. If individual provisions of this agreement turn out to be legally invalid, it shall have no effect on the effectiveness of the agreement's remaining provisions. Under such circumstances, the contractual partners shall be obligated to modify the ineffective provisions in a manner that ensures that the resultant provisions are legally permissible, and that they come as close as possible to the original economic objective of the provisions in question. This condition also applies to situations in which individual provisions are opposed to the regulations of the EEC/EU and/or the laws of the respective country.
- 5. Stuttgart is the place of fulfilment for all of the obligations of the contractual partners which follow from this agreement.
- 6. Any and all disputes that either arise as a result of this agreement or are related to it (including situations involving the termination of this contract and those involving the continuing influence of the contract after it has been terminated) shall be subject to the jurisdiction of the court that is responsible for the city of Stuttgart, unless another place of jurisdiction has been mandated on the basis of legal regulations.
- 7. This contract is subject to the laws of the Federal Republic of Germany.

VI. Binding version

In case of doubt, the German version of this agreement shall be binding.

VII. Severability clause

If individual provisions of this contract are or become invalid, it shall have no effect on the effectiveness of the remaining provisions. The ineffective provisions should be replaced with the agreed-upon provision that most closely approximates the economic goals of the parties.

VIII: Acceptance

By signing this agreement, the signatory accepts the latest versions of the cited conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with this agreement, and that he has, if necessary, obtained legal advice regarding the same. The agreement enters into force on the date of signing.

.....
Place, date*

.....
Company (block letters)/Seal*

.....
Legally valid signature*

.....
Signatory (block letters)*

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GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

Version 03/2022

PREAMBLE:

With regard to the business relationship between the two parties, it is necessary that the supplier and the contractor maintain a smooth and functional business relationship between themselves.

It is therefore necessary to establish common and binding provisions and agreements, in order to form a common basis for the business relationships that exist between the supplier and the contractor. This is supposed to be structured within the framework of the following agreement:

I. Scope of application

These and the following general terms and conditions of purchase apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors:

- a) GT GUMMI-TECHNIK GmbH, Salierstr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, VAT ID: DE 147330326

II. Contents and conclusion of the contract

1. These general terms and conditions of purchase apply to all orders of goods and services, as well as the handling of the said orders (even in the future). Unless otherwise specified in these purchase conditions or the contract signed with the contractor, we do not recognise any provisions of the contractor that either run counter to these purchase conditions or deviate from them. Even if we take delivery of the goods without making an explicit objection, it cannot be assumed that this means that we have accepted the contractor's conditions. Even in the event that we conclude contracts on electronic platforms and the conclusion of the contract is only technically possible if we declare our agreement with the supplier's terms and conditions, this shall not constitute consent to the validity of these terms and conditions.

2. These General Terms and Conditions of Purchase (GTCP) shall only apply to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

3. If special conditions that deviate from these conditions are agreed upon for a specific order, these general terms and conditions of purchase shall apply at a lower priority and on a supplementary basis.

4. The creation of offers is free and non-binding for us.

III. Prices

1. The agreed prices are free to the place of receipt specified by us (please refer to the respective inquiry and order documents of our company) including freight, customs, packaging and ancillary costs. In the case of carriage forward delivery, we shall only bear the most favorable freight costs, unless we have specified a special type of shipment.

2. In all respects, the Incoterms® in their latest version shall apply.

IV. Quality/environmental protection/social corporate responsibility

1. The supplier shall set up and maintain a documented quality assurance and environmental management system that is suitable in terms of type and scope and corresponds to the latest state of the art. He shall prepare records, in particular of his quality inspections, and make these available to us on request. The supplier hereby consents to quality/environmental audits to assess the effectiveness of its quality assurance and environmental management system by us or by one of our authorized representatives.

2. The supplier assumes social and economic responsibility for sustainable management and the safety of the supply chain. It is committed to ensuring that human rights are respected in the manufacture and delivery of products and in the provision of services, that relevant labor standards are observed and that discrimination and forced and child labor are not tolerated. Furthermore, the supplier undertakes not to tolerate any form of corruption or bribery or to engage in such in any way.

V. Payment

1. In the absence of differing agreements, the following payment terms shall apply: We shall settle invoices that are received between the 1st and 15th days of a month on the 30th/31st day of the month in question, in conjunction with the deduction of a discount of 3%. We shall settle invoices that are received between the 16th and 30th/31st days of a month on the 15th day of the next month, in conjunction with the deduction of a discount of 3%. Otherwise, the settlement period shall amount to 90 days net. If the contractor's payment terms are more convenient for us, they shall be applicable.

2. Payment and discount periods begin at the time of receipt of the invoice. However, these periods do not begin before the goods or services have been received or accepted, respectively. If the scope of delivery covers documentation or similar data, the said periods do not begin before the items in question have been handed over to us in accordance with the contract.

3. Payments are made by bank transfers. The payment shall be considered to have been made in a timely fashion if the bank was instructed to carry out the transfer on the due date.

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4. Set-off and retention rights shall be due to us within the limits of statutory regulations.

5. Interest on maturity cannot be demanded. The default interest rate is 5 (five) percentage points above the base interest rate. In any event, we shall always be entitled to prove that the damage caused by delay was less than that claimed by the seller.

VI. Delivery periods

1. Agreed-upon delivery dates and delivery periods are binding. If a delivery is expected to be delayed, we should promptly be notified to that effect. At the same time, suitable countermeasures to avert the consequences of the delay shall be proposed to us.

2. The receipt of the goods by us shall be decisive for compliance with the delivery date or the delivery period, unless otherwise agreed in text form.

3. In case of a delayed delivery, we shall be entitled to raise the relevant legal claims. In particular, we shall be entitled to demand compensation for damages instead of the service in question after the expiry of a suitable grace period. Our claim to the delivery can only be excluded after the seller has paid compensation for the respective damages.

4. The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service or of any contractual penalty that may have been forfeited. This shall apply until full payment of the remuneration owed by us for the delivery or service concerned.

VII. Retention of title

1. The contractor's conditions shall apply in terms of his title retention rights, provided that the ownership of the goods in question passes over to us as soon as the goods have been paid for, and provided that the extended forms of the so-called current account retention and multiple reservation do not apply.

2. Based on the retention of title, the seller can only reclaim the goods if he has withdrawn from the contract.

VIII. Execution of the deliveries and transfer of risk

1. Even if the situation involves postage-free and free-domicile deliveries, the contractor bears the risk of accidental destruction and accidental deterioration until the goods have been handed over at the destination.

2. Partial deliveries require our approval.

3. Over-deliveries and short deliveries are only permissible within the customary framework.

4. Packaging costs shall be borne by the supplier, unless otherwise agreed in text form. If we bear the costs of packaging in individual cases, these shall be charged to us at the lowest possible rate. The obligation to take back packaging is governed by the German Packaging Act, with the proviso that the packaging is always taken back at our registered office, unless otherwise agreed. The costs for the return transportation and disposal of the packaging shall in any case be borne by the seller.

IX. Incoming goods inspection/Complaints processing

1. The supplier guarantees that the products are in line with the agreed-upon specifications and the approved samples. The warranty period amounts to a span of 24 months after delivery of the products. If the GTP group discovers defects in the products or deliveries during the goods receipt, further processing, processing or reprocessing phases, it shall, at its own discretion have the option of:

a) Returning the products or deliveries to the suppliers for rectification of the defects. In such a case, the supplier shall bear the transportation costs. In case of such a return, the supplier shall be obligated to promptly supply defect-free products or deliveries.

b) Repairing, rejecting or (after consultations) disposing of the products or deliveries at the expense of the supplier.

c) Asking for a price reduction.

2. In all cases (a-c), the service recipient may charge the supplier an additional lump sum of EUR 150.00 for administrative processing and handling costs incurred. Warranty claims and claims for damages against the Supplier on the basis of statutory provisions shall remain unaffected by this.

X. Declarations of origin

1. At our request, the supplier shall provide us with a free supplier's declaration on the preferential origin of the goods and/or a free certificate of origin on the non-preferential origin of the goods.

2. In the event that the supplier makes declarations on the preferential or non-preferential origin of the goods sold, the following shall apply:

a) The supplier undertakes to enable the verification of proofs of origin by the customs administration and to provide both the necessary information and any necessary confirmations free of charge.

b) The supplier is obliged to compensate the damage caused by the fact that the declared origin is not recognized by the competent authority as a result of incorrect certification or lack of possibility of verification, unless the supplier is not responsible for these consequences.

XI. Liability for defects and limitation period

1. The contractor must provide us with the goods free of material defects and defects of title. In particular, he shall be responsible to us for ensuring that his deliveries and services comply with the recognized rules of technology and the contractually agreed properties, standards as well as safety, occupational health and safety, accident prevention and other regulations. In addition, the seller assures to observe and comply with all national and international laws.

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2. The goods shall be inspected by us upon receipt only for externally recognizable transport damage, quantity and identity, at least on the basis of the delivery documents. Notifications of defects shall be deemed to have been made in good time if they are received by the Contractor by letter, fax, e-mail or telephone within ten working days of discovery. The period for the notification of defects shall commence at the time at which the defect was discovered. In this respect, the seller waives the objection of late notification of defects. The contractor must align its quality management system and its quality assurance measures with this reduced incoming goods inspection.
3. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. Rectification by the supplier shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract if the supplier's breach of duty in question is only insignificant.
4. Our claims for defects shall become time-barred 36 months after the transfer of risk. They shall commence with the timely notification of defects within the meaning of No. 2 above. However, the Contractor's liability for defects shall in any case end ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Contractor knew or could not have been unaware of and which it did not disclose to us.
5. The contractor hereby assigns to us - on account of performance - all claims to which he is entitled against his suppliers on the occasion of and in connection with the delivery of defective goods or goods which lack warranted characteristics. He shall hand over to us all documents required for the assertion of such claims.
6. In the event of imminent danger, we shall be entitled to remedy defects ourselves at the contractor's expense after notifying the contractor accordingly.
7. We shall be entitled to our statutory rights of recourse within the supply chain (§§ 445 a, 445 b, 478 BGB) without restriction in addition to other claims for material defects. In particular, we are entitled to demand the same type of subsequent performance (rectification or replacement delivery) from the seller that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this. We shall also be entitled to the rights of recourse within the supply chain if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

XII. Product liability and recall

1. In the event that claims are asserted against us on the basis of statutory product liability, the Contractor shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the subject matter of the contract delivered by the Supplier. In cases of strict liability, however, this shall only apply if the supplier is at fault. The indemnification obligation shall not apply if the claim is based on grossly negligent or intentional breach of duty on our part. If the cause of the damage lies within the area of responsibility of the contractor, he shall bear the burden of proof in this respect. In such cases, the Contractor shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply. Any further claims for damages shall remain unaffected.
2. The contractor is obliged to always maintain product liability insurance with sufficient minimum cover of EUR 5 million per personal injury or property damage.

XIII. Tools, moulds, models, drawings and other documents

1. Materials, special packaging, tools, moulds, models, drawings and other documents provided by us or produced for us shall remain our property and may only be used for the execution of our orders. They may not be made accessible to third parties without our consent and must be properly stored until revoked, but for no longer than two years after the last use, and then handed over to us.
2. The production as well as the treatment and processing of such tools, models, drawings and other documents which the contractor produces on our behalf shall be carried out for us as manufacturer with the consequence that we acquire ownership thereof.

XIV. Place of fulfilment, place of jurisdiction and applicable law

1. Unless otherwise agreed upon, the place of fulfilment of the delivery shall be the establishment or facility specified by us.
2. The place of jurisdiction shall be the place of business of the contracting client in question. We shall also be entitled to file an action against the contractor at his place of jurisdiction, or at the place of jurisdiction of one of our branches which has been listed in the commercial register, and with whom the respective contract had been concluded.
3. In addition to these conditions, all the legal relationships existing between us and the contractor shall also be subject to German law, with the inclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980.
4. We store and process the data of our suppliers in accordance with the provisions of the GDPR.

XV. Binding version

In case of doubt, the German version of these general terms and conditions of purchase shall be binding.

XVI. Changes and additions, severability clause

1. Changes and additions made to this contract require the written form. There are no side agreements.
2. If individual provisions of this contract are or become invalid, it shall have no effect on the effectiveness of the remaining provisions. The ineffective provisions should be replaced with the agreed-upon provision that most closely approximates the economic goals of the parties.

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XVII. Acceptance

By signing this condition, the signatory accepts the latest versions of the cited purchase conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with these general terms and conditions of purchase, and that he has, if necessary, obtained legal advice regarding the same. They enter into force on the date of signing, but no later than the point in time at which the buyer orders the goods.

.....
Place, date*

.....
Company (block letters)/Seal*

.....
Legally valid signature*

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Signatory (block letters)*

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Place, date*

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Company (block letters)/Seal*

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Legally valid signature*

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Signatory (block letters)*

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Place, date*

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Company (block letters)/Seal*

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PLASTIK GmbH

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Tool production and rental agreement (TRA)

Version 02/2019

PREAMBLE:

With regard to the business relationship between the two parties, it is necessary for the respective contractual partner to produce moulds, tools, devices, machines, check gauges and models. In this regard, the respective contractual partner shall be obligated to ensure that the respective company belonging to the GTP group receives a full and exclusive right of ownership for the contractual items.

This is supposed to be structured within the framework of the following agreement:

I. Scope of application

These and the following provisions apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors:

- a) GT GUMMI-TECHNIK GmbH, Salierstr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, VAT ID: DE 147330326

II. Contractual item

1. Special moulds, tools, devices, machines, check gauges [hereinafter referred to collectively as 'tool(s)'] and/or the like need to be developed and manufactured in order to make it possible to produce products intended for I. a) and/or I. b).
2. Within the framework of this contract, the contracting parties hereby agree upon the division of the costs associated with developing and manufacturing the objects specified in II. 1., as well as the conditions related to the ownership, possession, usage, safekeeping and return of the same.

III. Documentation

1. By signing this contract, the contractual partner accepts that he is obligated to record all the tools that have been handed over to him by I. a.) or I. b) and provide I. a) and/or I. b) with a written list (tool list) of the same within a period of 4 weeks.
2. This written record is to be signed by the contractual partner. The contractual partner should expand the list to include every tool that is handed over to him by I. a) or I. b), or which is manufactured by either the contractual partner or a third party commissioned by him. The list should also be signed by I. a.) or I. b).
3. Even if certain tools have not been recorded in spite of the above provision, the tools in question shall be understood to have been handed over to the contractual partner merely as a loan; under such circumstances, I. a) or I. b) shall retain ownership of the said tools.

IV. Developing and manufacturing the mould or tool

1. The contractor manufactures the tool on the basis of the drawings that have been agreed upon by both contractual partners and specifies the respective tolerances.
2. Unless otherwise agreed upon, the contractual partner creates type samples after the tools have been manufactured. I. a) or I. b) then makes a decision regarding an approval for the series production of the contractual products on the basis of the type samples. If such approval is not issued (especially because the contractual products do not exhibit the required dimensional accuracy), the contractual partner shall be obligated to deliver a cost-free supplementary performance.
3. When it comes to developing and manufacturing the tool and manufacturing the contractual products themselves, the contractual partner bears sole responsibility for compliance with the legal regulations or guidelines pertaining to industrial and product safety.

V. Development and manufacturing costs

1. Unless otherwise agreed upon, the costs associated with developing and manufacturing the tools which have been taken over by I. a) and/or I. b) are settled in accordance with the offer and order after the tools have been approved.
2. The costs associated with subsequent modifications of the tools are borne by the contracting party that had made it necessary to make the said modifications.
3. If I. a) or I. b) is entitled to either pay for the tools by instalments or pay for them to the tune of a certain percentage (such an arrangement must be agreed upon separately and explicitly) on the basis of a separate order, I. a) or I. b) shall gain joint ownership of the tools in question when the payment has been made. The co-ownership share corresponds to the share of the costs paid by I. a) or I. b) for developing and manufacturing the tools. Clause VI. 1. applies with no restrictions.

VI. Ownership and ownership protection

1. The tools that have been handed over or which are to be handed over in the future remain the property of I. a) or I. b). The contractual partner should tag these tools with an ownership sticker featuring the text 'Property of >I. a)< or >I. b)<', the item number and the drawing number. He shall do everything in his power to ensure that third parties do not encroach upon the property of I. a) or I. b). The borrower shall notify I. a) or I. b) if third parties want to lay claim to the tool.
2. If the contractual partner independently manufactures the tools on the basis of a separate order placed by I. a) or I. b), or if he gets the said tools manufactured by third parties, I. a) or I. b) shall gain sole and exclusive ownership of the tools in question, and this shall happen no later than the point in time at which payment is made. The parties understand that the contractual partner shall transfer the items in question to I. a) or I. b) in accordance with §930 and §950 of the BGB (Civil Code). In this respect, I. a) or I. b) shall be considered to be the manufacturer in the sense of §950 of the BGB. VI. 1. of this contract remains quasi-valid.

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VII. Transfer for use

1. The borrower shall only be allowed to use the tools to manufacture the parts and products ordered by I. a) and/or I. b).
2. The tools may neither be handed over nor made available to third parties, and they may not be copied for the purposes of third parties either. The contractual partner is obligated to ensure that he does not use the tools belonging to I. a) or I. b) to manufacture and/or sell products that have not been ordered by I. a) or I. b) and/or products that are not meant for I. a) and/or I. b).
3. The borrower may only deliver tools to third parties if the management board of I. a) or I. b) has approved of such a course of action in writing.
4. Models may not be provided to third parties or used as exhibition pieces, catalogue images or digital images (this applies in particular to publication on the internet) unless such a course of action has already been approved of in writing by the management board of I. a) or I. b). Violations shall be prosecuted immediately.
5. The tools may only be modified if I. a) or I. b) has already approved of such a course of action in writing. Once approval has been obtained for the modification, the modification in question should promptly be made in accordance with the schedule-related agreement that has been struck with I. a) or I. b); this should be done in conjunction with a corresponding stockpiling operation, so that the production supply procedure favouring the client will not be curtailed. Maintenance and servicing operations are not considered to be tool modifications, and do not require approval from I. a) or I. b).

VIII. Access to the tools

1. I. a) and/or I. b) shall always be entitled to inspect the relinquished tools on the contractual partner's premises during normal business hours. They shall also be entitled to perform an inventory-taking operation on the contractual partner's premises. For this purpose, the contractual partner shall always be obligated to provide I. a) and I. b) with access to the premises containing the relinquished tools. Alternatively, I. a) or I. b) can also commission a third party to inspect the tools and conduct an inventory-taking operation.
2. If the contractual partner engages the services of a third party to manufacture the tools, store them or manufacture products with the help of the said tools, he (i.e. the contractual partner) shall be obligated to conclude an agreement with the third party in question in order to ensure that I. a) and/or I. b) gain access to the said tools in accordance with VIII. 1.

IX. Maintenance, repairs, accident prevention, warranty and liability

1. The contractual partner is obligated to handle the tools in a proper and technically correct manner. He is also obligated to promptly carry out the required maintenance, repair and servicing activities at his own expense in a proper and technically correct manner, or get the said activities carried out.
2. Furthermore, the contractual partner must also ensure that he complies with the accident prevention regulations of the occupational insurance association that is responsible for him.
3. If the tools are destroyed because of the contractual partner having violated the obligations associated with X. 1. and X. 2., he (i.e. the contractual partner) must promptly re-manufacture the tools or get them re-manufactured at his own expense in a manner that ensures that there are no production-related delays. If the contractual partner does not promptly honour this obligation, I. a) and/or I. b) shall be entitled to a substitute performance at the expense of the contractual partner.
4. If the tools suffer damage that nullifies or reduces their suitability to be used in the contractually-stipulated manner, the contractual partner must promptly notify I. a) and/or I. b) to that effect in writing. Furthermore, the contractual partner must promptly notify I. a) and/or I. b) in writing if it becomes apparent that a tool is, on account of wear and tear, going to lose its ability to be used as per the contract in the foreseeable future.
5. If the contractual partner is unable to rectify safety deficiencies or use the tool in accordance with the respective accident prevention regulations, I. a) and I. b) shall assume no liability or compensation-related obligation for the resultant damages.
6. The contractual partner shall also release I. a) and I. b) from the damage compensation claims of third parties.
7. If a defective tool or a contractual product that turns out to be defective on account of such a tool leads to a fatality, physical injury, damage to health or damage to an object, the contractual partner shall, in his capacity as the actual manufacturer, be obligated, by rights, to reimburse the victim for the resultant damage (§1 of the product liability act).

X. Storage and surrender of the tools

1. As a matter of principle, the contractual partner shall, even after the transfer of ownership, leave the tools in the possession of the contractor. The contractor shall be obligated to properly store the tools, take care of them and keep them in a ready-to-use condition for a period of at least 8 years after the complete closure of the task involving the production of the contractual products; he must do this free of charge, and at his own risk. The storage obligation is extended accordingly if the client orders additional contractual products in the interim period.
2. During the period of storage, the contractual partner shall, at his own expense, ensure that the tool is fully insured against loss, fire and theft. If the client makes such a request, the contractor shall provide written evidence of this insurance coverage.
3. I. a) and/or I. b) shall always be entitled to demand that the tools be surrendered, along with accessories like spare parts, instruction manuals and technical documentation. The right to retain the tools is hereby ruled out, unless the contract for the production of the contractual products has indisputably not been ended, or unless the contract in question has produced a situation in which the contractual partner has claims against I. a) and/or I. b) which are undisputed, or which have been determined without further legal recourse.
If I. a) and/or I. b) demand that the tools be surrendered, the contractual partner shall be obligated to return the said tools to I. a) and/or I. b) in a defect-free and functional condition within a period of 14 days after receipt of the said message. Alternatively, the contractual partner shall, under such circumstances, be obligated to hand the tools over at a location that has been mutually agreed upon.
4. If insolvency proceedings are initiated vis-a-vis the contractual partner's assets or denied for lack of sufficient assets, or if tools are seized at third hand, the contractual partner shall be obligated to promptly notify I. a) and/or I. b) to that effect.
5. If the contractor is not capable of surrendering the tools, and if he consequently gains compensation or a compensation claim for the tools in question (e.g. against an insurance company), I. a) and/or I. b) shall be entitled to demand the surrender of either the received compensation or the compensation claim in question.

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XI. Contract duration and cancellation

- 1. The contract enters into force when it is signed. Termination with notice is ruled out and waived.
2. I. a) or I. b) shall be entitled to cancel the rental contract with immediate effect (without notice) if the borrower cannot make the demanded deliveries in a manner that complies with requirements related to quality and/or quantity and/or deadlines, if no agreement can be reached regarding increases in price, if there is a marked deterioration in the borrower's financial situation or if judicial settlement or bankruptcy proceedings are initiated vis-a-vis his assets. The carriage charges associated with the returning of tools shall be borne by I. a) or I. b).
3. I. a) or I. b) shall also be entitled to cancel this contract for an important reason, without notice or in conjunction with a grace period of 14 days - if a violation of an important contractual obligation for which the contractual partner is responsible is not rectified in spite of a suitable grace period for corrective actions having been set in writing (especially if the contractual partner has discontinued the contractual deliveries or production of the contractual products in a non-temporary manner), or - if the contractual partner's company is liquidated, or - if a demand for surrender has been raised by a client of I. a) or I. b).

XII. Place of jurisdiction, applicable law, decisive version

- 1. The place of jurisdiction is Stuttgart or Waiblingen.
2. The contract is exclusively subject to German law.
3. In case of doubt, the German version of this agreement shall be binding.

XIII. Changes and additions, severability clause

- 1. There are no side agreements.
2. If individual parts of this contract are or become legally invalid, it shall have no negative effect on the effectiveness of the remaining provisions.
3. The ineffective provision should then be replaced with the effective provision that most closely approximates the original economic objective of the contractual partners. The same thing applies to situations involving an undetected contractual gap or frustration of purpose.
4. Modifications require the written form. The same condition also applies to the written form clause. Verbal side agreements associated with this contract have no validity.

XIV: Acceptance

By signing this agreement, the signatory accepts the latest versions of the cited conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with this agreement, and that he has, if necessary, obtained legal advice regarding the same. The agreement enters into force on the date of signing.

Red dashed box containing signature lines for 'Place, date*', 'Company (block letters)/Seal*', 'Legally valid signature*', and 'Signatory (block letters)*'.

Black dashed box containing signature lines for 'Place, date*', 'Company (block letters)/Seal*', 'Legally valid signature*', and 'Signatory (block letters)*'. Includes vertical label 'GT GUMMI-TECHNIK GmbH'.

Black dashed box containing signature lines for 'Place, date*', 'Company (block letters)/Seal*', 'Legally valid signature*', and 'Signatory (block letters)*'. Includes vertical label 'GTP GUMMI-TECHNIK-PLASTIK GmbH'.

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Supplier and quality management agreement (SQMA)

Version 02/2019

PREAMBLE:

In order to guarantee future competitiveness, special attention must be paid to the quality of the products and services that are being created, as well as the associated quality costs that emerge. Quality depends not on the size of the company, but on the consistent use of quality assurance methods. The following rules were drawn up in order to guarantee compliance and ensure that quality-related procedures relating to suppliers remain calculable for both sides.

These guidelines form the basis of our business relationships. Consequently, in addition to being PART OF ALL ENQUIRIES/ORDERS/PROCESSING REQUESTS, they are also part of our standard business terms (SBT).

This quality guideline does not supersede agreements that already exist. It complements existing agreements. It also complements our standard business terms.

I. Scope of application

These and the following provisions apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors:

- a) GT GUMMI-TECHNIK Wager und Wagner GmbH, Saliestr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, VAT ID: DE 147330326

II. Responsibility of the supplier:

The supplier is fully responsible for the qualitative workmanship of his products. In this regard, the supplier needs to set up and use an effective quality management system that is in line with his structure and company size.

III. Early defect detection/Quality pre-planning activities

Targeted preventive measures should be implemented before series production, so that sources of defects will be detected at the preliminary stage. The emergence of defects in the production process must also be detected in a timely manner, so that it will be possible to immediately implement measures designed to rule out the said defects. For this reason, we ask that activities preceding series production be expedited based on their priority.

IV. Producibility assessment

1. Before the order confirmation stage, we expect our technical documents to be examined with regard to a secured manufacturing operation, in a manner that takes the separate production facilities in question into consideration.
2. If necessary, written purchase-related agreements must be concluded in consultation with our construction department or the respective technical departments.

V. Statistical methods/Process control procedures

An inspection plan must be drawn up on the basis of the preliminary examination; this inspection plan must specify the inspection characteristics, the sample size, the testing frequency and the testing equipment. We also ask that process parameters that could negatively affect the creation of the characteristics be monitored and documented accordingly.

VI. Capability tests

1. A consistent level of quality can only be attained through a statistically-capable process that remains stable over the long term. Incapable processes lead to avoidable failure costs. Capability tests must therefore be run before series production is initiated for functionally-important characteristics.
2. All the characteristics of the produced parts must fulfil the requirements associated with the technical regulations in a statistically-secured manner. Characteristics that do not fulfil the requirements at the time of the tests must be dealt with by eliminating the respective systematic influences.

VII. Employee training

It is very important that the relevant employees of the suppliers be satisfactorily trained in quality management techniques and statistical methods. Only then does it become possible to use these methods effectively and implement the correct measures on the basis of functionally well-founded analyses. We therefore request that these employees be trained accordingly.

VIII. Evaluation of the QA system by a representative/Audit

1. If necessary, employees from the QA/purchasing and technology departments can analyse the supplier's quality management system.
2. Towards this end, the supplier shall always provide employees of the GTP group or its representatives with unrestricted access to all production facilities. Attention shall be paid to the appropriate protection of the supplier's business and corporate secrets.

IX. Initial sample submission

1. In the following cases, initial samples and the respective documentation (PPAP level III) must be submitted for approval or approval testing before the first serial delivery:
 - a) Before the first serial delivery of a new part

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- b) Before the series launch of new tools
 - c) Before the series launch of new materials or material changes
 - d) Before series launch after tool or process modifications
 - e) After rectification, in accordance with our inspection report
 - f) After relocation of production facilities (Such a relocation must be announced, and approved by the GTP group.)
2. All initial samples must be produced using the procedures or tools that are eventually going to be used in series production.
 3. Serial deliveries may not be initiated before approval has been obtained from the GTP group.

X. Creation of the ISTR by the supplier

1. Before delivering the initial samples, the supplier must satisfy himself that all the stipulated characteristics are in line with our specifications. This must be verified using the appropriate initial sample test reports (ISTR).
2. Parts coming from multi-cavity moulds should be checked for each mould cavity and logged separately.
3. Characteristics that cannot be checked by the supplier must be verified using either a specific test report or acceptance test certificate; alternatively, such characteristics must be verified using test certificates issued by testing institutes.
4. The inspection reports must be enclosed with the initial samples.

XI. Compliance with the sample submission deadlines

1. The agreed-upon submission deadlines are not considered to have been met if the parts still contain unacceptable defects. The GTP group therefore expects the parts to be sampled at the agreed-upon point in time; they should be sampled in accordance with the drawings and the respective agreements. The required documentation associated with the initial sampling documents is part of the initial sampling procedure.
2. In exceptional cases, our purchasing department should be requested to postpone the submission deadline; alternatively, the drawing should be modified in the agreed-upon manner.

XII. Scope of the initial samples

1. 5 initial samples per mould cavity, a total of at least 10 initial samples per tool or production procedure or the agreed-upon material quantity must be submitted for the series production approval test.
2. If this number of units is not enough for an evaluation, our purchasing or QA department will arrange for an appropriate increase. This has no effect on the test samples required by our other technical authorities.

XIII. Required information regarding the initial samples

In order to ensure that initial sample testing can be done in a calculable manner, the sample bases (see IX) and the numbers of tools and mould cavities must be specified accurately in the initial sample test report.

XIV. Labelling of the parts

Parts coming from multi-cavity moulds need to be specially labelled for each mould cavity. This requirement applies to initial samples as well as serial deliveries.

XV. Evaluation and approval of the initial samples

1. We check the initial sample test reports and initial samples with regard to dimension, material and function. Approval for serial deliveries is usually granted if the results fulfil the requirements. Even in case of this particular requirement, an approval for series production can only be granted if the measures that have been specified in collaboration with our representative (QA) have been implemented or, as the case may be, if the said measures have been confirmed by the supplier.
2. If the initial samples are rejected, the supplier must promptly inform our purchasing department about a new completion deadline for corrected initial samples. If certain deviations from the requirements are not detected during the initial sample test, complaints can also be raised regarding the said deviations at a later stage.

XVI. Approval with conditions

1. If approval is granted in conjunction with certain conditions, the supplier must implement the necessary measures with respect to the required period of time/number of units.
2. A re-sampling operation must also be carried out. However, if the relevant changes had been made in a reliable manner before the first serial delivery, the re-sampling operation can be omitted after consulting with our quality management representative. The measure should nevertheless be documented by the supplier.

XVII. Shipping of initial samples

1. As a matter of principle, the initial samples must be sent to our QA department for approval testing; they must be sent using the method that has been agreed upon with our purchasing department.
2. Initial sample parts associated with the approval for series production should be packaged separately and sent in a manner that ensures that they remain separate from other deliveries.
3. The initial sample test report should be enclosed with the initial sample parts.
4. The shipping documents must specify the number of initial samples, the initial sample test report number and the part number.

XVIII. Serial delivery

The parts must be approved by our quality department before the first serial delivery is made. The tasks specified in the initial sample test report must also have been carried out. Furthermore, the measures that were designed to eliminate system weaknesses and which were specified in collaboration with our quality management representative must also have been implemented.

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IXX. Process control and routine test

1. The supplier must use the statistical process control procedure to monitor series production.
2. Records must be kept in a manner that ensures that changes can be detected in a timely manner, and that the corresponding process corrections can be made in order to avoid defects.
3. The supplier must perform regular random sampling operations for product characteristics that are not subject to statistical process control mechanisms. A batch can only be accepted if no defective parts were found in the random sample (zero-defects principle).
4. The quality-related history and the quality control measures must be clearly and uniquely identifiable from the records. If parts are manufactured using an incapable process, a 100% test should subsequently be run; this test must be monitored using a suitable random sampling operation (towards 0).
5. This 100% test must be run until the manufacturing process has been optimised and the respective level of capability has been reached.
6. From an economic point of view, we expect an ongoing process improvement procedure whose goal is to keep reducing variance.
7. Our quality department representative must be able to view all the test documents at any time.

XX. Long-term tests

If the drawings and regulations contain statements about the long-term behaviour of a part, the test in question must also be run by the supplier. The supplier can only omit this test if such a course of action has been approved in writing.

XXI. Sample size and testing frequency

The specification of the inspection characteristics that must be checked during series production in conjunction with a reasonable testing frequency depends upon the controllability of the manufacturing process.

XXII. Supplier's measures in case of emergence of defects

1. If it becomes apparent during the monitoring of series production that defective parts are present in the random sample, the manufacturing process must immediately be halted and rectified.
2. The parts produced since the last O.K. test should be checked thoroughly (100%).
3. While the error quantity is being narrowed down, if it becomes apparent that defective parts have already been delivered or could have been delivered, the QA department of the GTP group should be notified immediately. Information regarding the fault clearance measures that have been implemented must also be provided.

XXIII. Defect rectification for batches

The supplier must ensure that the defect rectification operations that have been carried out do not have adverse function-related or safety-related effects on the parts.

XXIV. Drawing changes

Changes made to drawings or specifications are provided to the supplier in writing. Verbal messages are purely informative, and must always be confirmed in writing. The supplier shall acknowledge receipt of this message within a period of five working days; this acknowledgement should also specify the planned utilisation date.

XXV. Use of a new drawing index

1. If parts are produced in accordance with a new index, the parts in question may not be mixed with parts that were produced in accordance with an older index.
2. It must also be ensured that parts associated with the old index are delivered first.
3. If parts that have already been manufactured in accordance with the old index can no longer be delivered, the said parts should be scrapped after consulting GTP group.
4. The use of parts associated with the new index must be mentioned separately in the shipping documents.
5. The receptacles and containers must also be marked in accordance with the respective part designation, part number and index.

XXVI. Information in shipping documents

1. The delivery notes and accompanying documents for delivered goods must specify the part number and the order number. Goods that are delivered without these documents (or without the said information being contained in the documents) are returned with costs; the resultant costs (especially delays in deadlines) are charged to the supplier.

XXVII. Sub-suppliers

1. The supplier is fully responsible for delivered products that are manufactured by sub-suppliers. This means that the supplier must ensure that his sub-suppliers implement consistent quality assurance measures (e.g. process capability studies) and use statistical process control mechanisms. The supplier must also conduct the respective monitoring operations.
2. In case of complaints, the supplier shall be obligated to ensure that his sub-suppliers implement the respective measures; he shall also be obligated to monitor compliance.
3. In case of persistent quality defects, the supplier must enable the GTP group or its representative to visit and (if necessary) audit the sub-supplier's production facilities.

XXVIII. Changes in production processes

Before procedure are changed, the supplier must run tests to examine compliance with the drawing requirements and regulations; he must also carry out an initial sampling procedure.

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XXIX. Latent defects

1. If defects caused by the supplier are detected while the parts are being used, the GTP group shall promptly report this to the supplier after the discovery of the said defects; this notification shall be provided within the framework of the proper business routine. §377 of the HGB (commercial code) shall be waived.
2. As soon as the supplier becomes aware of these defects, he must halt his production operation, check the inventory and carry out effective corrective actions.
3. The parts that have already been delivered are returned to the supplier; alternatively, they are checked and sorted out at the supplier's expense after a corresponding agreement has been concluded with him.
4. The supplier must promptly provide either a usable replacement or personnel who will be able to sort out the said parts, so that the production operation will not have to be halted or disrupted.
5. The additional expenses that need to be borne in order to preserve the production operation or delivery obligation shall be charged to the supplier.

XXX. Testing of delivered parts

1. The delivered goods are checked with regard to quantity and identity within the framework of the incoming goods inspection (IGI). In case of discrepancies, an NOK report is created and sent to the supplier. The following points are also checked:
 - a) Defective packing/loading equipment
 - b) Unnecessary/Wasteful filling material
 - c) Missing shipping documents
 - d) Missing part and order numbers
 - e) Deviations from quantity tolerances ($> \pm 10\%$)
 - f) Non-notification of the shipping agent in case of pick-up requests
2. Within the context of the NOK procedure, the lump-sum costs of an NOK report amounting to €150.00 per report can be charged to the supplier. Under such circumstances, we would also expect a response from the supplier in the form of an 8D report.
3. After the supplier receives the NOK report, he must acknowledge receipt of the same within 24 hours. The supplier must formulate a response in the form of 3-D within a period of two working days. A response in the form of an 8-D shall be expected within a period of five working days.

XXXI. Evaluation of suppliers

1. The supplier shall receive an NOK report for each complaint; the respective measures for fault clearance and the prevention of additional defective deliveries should immediately be implemented on the basis of this report.
2. Every complaint is evaluated and recorded accordingly. The corrective actions that have been taken should be specified in writing (8D report).
3. The overall assessment is carried out at the end of the year and sent to the suppliers for their response.

XXXII. Confirmation of insurance coverage

1. By accepting these supplier management and quality guidelines, the supplier acknowledges that he has taken out an adequate product liability insurance policy for any damage events that may potentially occur.
2. The supplier shall provide the GTP group with written evidence of the existence of this product liability insurance policy. This evidence must, at the very least, specify the insurance policy number, the insurer, the insured sum and any potential excess.

XXXIII. IMDS data

If GUMMI-TECHNIK GmbH raises such a request, the supplier shall provide IMDS data for the materials used.

XXXIV. Implementation of EU directive 2002/95/EC RoHS and REACH

By accepting these supplier management and quality guidelines, the supplier confirms the implementation of EU directive 2002/95/EC RoHS and REACH. All deliveries shall thus comply with these guidelines.

XXXV. Production and ownership of tools, moulds or other operating equipment

1. While operating on behalf of the GTP group, if the supplier manufactures tools, moulds or other pieces of operating equipment that are necessary in order to be able to manufacture the items to be delivered to the GTP group, he shall transfer the full and unrestricted ownership of the manufactured articles in question to the GTP group; this shall be done no later than the first delivery.
2. If the GTP group raises such a request, the tools, moulds or other pieces of operating equipment should be provided free of charge within a period of 4 weeks; the said items must be provided in a defect-free condition.
3. The items in question can only be scrapped if the GTP group has approved of such a course of action in writing.

XXXVI. Contract duration and cancellation

1. The contract enters into force when it is signed.
2. Termination with notice is ruled out and waived.

XXXVII. Place of jurisdiction, applicable law, decisive version

1. The place of jurisdiction is Stuttgart or Waiblingen.
2. The contract is exclusively subject to German law.
3. In case of doubt, the German version of this agreement shall be binding.

All the information that is based on our standard business terms can be found on the internet at <http://www.gtp-gruppe.de>
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XXXVIII. Changes and additions, severability clause

1. There are no side agreements.
2. If individual parts of this contract are or become legally invalid, it shall have no negative effect on the effectiveness of the remaining provisions.
3. The ineffective provision should then be replaced with the effective provision that most closely approximates the original economic objective of the contractual partners. The same thing applies to situations involving an undetected contractual gap or frustration of purpose.
4. Modifications require the written form. The same condition also applies to the written form clause. Verbal side agreements associated with this contract have no validity.

XXXIX: Acceptance

By signing this agreement, the signatory accepts the latest versions of the cited conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with this agreement, and that he has, if necessary, obtained legal advice regarding the same. The agreement enters into force on the date of signing.

..... Place, date* Company (block letters)/Seal*
..... Legally valid signature* Signatory (block letters)*

..... Place, date* Company (block letters)/Seal*
..... Legally valid signature* Signatory (block letters)*

..... Place, date* Company (block letters)/Seal*
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Logistics and packaging agreement (LPA)

Version 02/2019

PREAMBLE:

With regard to the business relationship between the two parties, it is necessary for the supplier to guarantee smooth and proper delivery and packaging of all goods and deliveries. This is supposed to be structured within the framework of the following agreement:

I. Scope of application

These and the following provisions apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors (hereinafter referred to as the 'GTP group'):

- a) GT GUMMI-TECHNIK GmbH, Saliestr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB Stuttgart 260574, VAT ID: DE 147330326

II. Obligation to give information and reachability of the contact persons

The supplier should promptly (on the working day in question, and within 24 hours) respond to questions and queries. If the information in question is not available, a binding submission date must be agreed upon with the respective contact person working for the GTP group.

Fixed contact persons should be assigned to the GTP group for the delivery process; these contact persons must be reachable at all times and capable of providing the respective information (within a period of 24 hours after taking note of the matter in question)

III. Voluntary disclosure obligation

Each expected supply bottleneck should promptly be reported in writing to the respective key account/person of contact at the GTP group.

IV. Change notification

Any planned changes involving the production site or place of dispatch must be reported and accepted; such changes must be approved in writing by the GTP group.

V. Delivery

Any and all deliveries of goods may only be made at the delivery address specified in the respective order.

In individual cases, exceptions involving an alternative delivery address shall be communicated in writing by the respective contact person at the GTP group. Any potential costs that may emerge on account of an incorrect delivery having been made contrary to this instruction shall be charged according to the costs-by-cause principle.

VI. Emergency management

In case of disruptions (e.g. technical defects, capacity bottlenecks, quality/delivery problems), the supplier shall be obligated to draw up emergency plans, take corrective actions and implement preventive measures. Furthermore, an agreement must also be reached with the GTP group in order to ensure that the delivery operation is not jeopardised by any long-term problems.

The GTP group expects the implementation of measures that would safeguard the supply operation in the aforementioned exceptional cases. If necessary, the supplier must maintain safety stocks and present a flexible production model, alternative delivery models or alternative channels of supply (e.g. air freight, express freight, special trips etc.). These measures must be described in a credible manner in case of audits or situations in which the GTP group raises such a request. In case the agreed-upon measures prove to be inadequate, the GTP group reserves the right to demand that safety stocks be set up.

Any potential costs that may emerge on account of behaviour that runs counter to this instruction shall be charged according to the costs-by-cause principle.

VII. Emergency plan

The emergency plan essentially contains measures and deadlines associated with the solving of the respective problem. The emergency concepts developed by the supplier must be agreed upon with the GTP group before the first delivery.

The objective is the consistently secure and sustainable formation of the supply chain and the facilitation of partner-like cooperation.

VIII. Marking, communications

1. Delivery note

Each delivery must be accompanied by a delivery note. It must contain the following:

- a) Complete and correct order number (number of the individual order or the processing request)
- b) Part number and article description of the GTP group
- c) Correct quantity and packaging unit
- d) Number of packages
- e) Information regarding whether the delivery is a partial or full delivery

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The delivery note must be in a delivery note pocket; it must be attached to a carton or transport container in a manner that ensures that it is visible from the outside.

In case of missing or faulty delivery notes, we reserve the right to charge the resultant additional expenses according to the costs-by-cause principle.

2. Sending of shipping notices/delivery notes

Shipping notices and delivery notes must be sent digitally at the time of dispatch of the goods by sending an e-mail to deliveries.gt@gtp-gruppe.de or deliveries.gtp@gtp-gruppe.de.

Under no circumstances should the documents be sent to another e-mail address, or directly to employees working for the GTP group.

Please do not send any other documents in such an e-mail.

2. Sending of invoices

Invoices are only accepted and processed if they are sent via e-mail.

Invoices must always be sent digitally by sending an e-mail to accounts.payable.gt@gtp-gruppe.de or accounts.payable.gtp@gtp-gruppe.de.

Invoices may not be sent on paper in addition to this. Furthermore, invoices may not be sent directly to employees of the GTP group via e-mail. Under these circumstances, such invoices shall NOT be processed further.

No other documents may be sent in such an e-mail.

A single e-mail should only contain a single invoice.

Invoices that are not sent in accordance with these criteria are not processed further in the GTP group. In such cases, payment cannot be made in a prompt and timely manner.

3. Product sticker/label

A plain product sticker/label must be pasted onto each package; it must be attached such that it is visible from the outside. The product sticker/label must contain the following data:

- a) Complete and correct order number of the GTP group (number of the individual order or the processing request)
- b) Part number and article description of the GTP group
- c) Correct quantity and packaging unit
- d) Package number
- e) Delivery note number

IX. Packaging requirements

1. Permissible transport containers

- a) Exchangeable EPAL EURO-pallets complying with UIC standard 435-2, integrated into DIN 15146-2
- b) Exchangeable EPAL EURO wire mesh crates complying with UIC standard 435-3, integrated into DIN 15155
- c) Disposable pallets

2. EPAL EURO-pallet/EPAL EURO wire mesh crate complying with UIC standard 435

The goods must be delivered in an exchangeable EPAL EURO-pallet, or an exchangeable EPAL EURO wire mesh crate. EURO-pallets and EURO wire mesh crates that do not fulfil the exchangeability criteria are not exchanged, and the additional expenses are charged according to the costs-by-cause principle.

The exchangeability criteria can be viewed at www.epal-pallets.org.

3. Disposable packaging

If the goods are being delivered using a disposable pallet, it should be ensured that the disposable pallet has a satisfactory carrying capacity and is in a defect-free condition. Under no circumstances should the goods be allowed to arrive in a damaged condition.

4. Packing height/Loading height/Weights

Under no circumstances should a packing or loading height of 105 cm be exceeded. The maximum total gross weight of a loading unit (EPAL EURO-pallet/EPAL wire mesh crate) may not exceed 500 kg. The maximum gross weight of a packing unit may not exceed 15 kg. If the packing/loading height and/or the weight is exceeded, we reserve the right to charge the resultant additional expenses according to the costs-by-cause principle.

5. Cardboard boxes

Goods may only be shipped in cardboard boxes if the following requirements have been fulfilled.

5.1. Requirements

- a) Neutral dispatch
- b) The cardboard boxes that are sent should have no supplier information, and no references to the supplier (no logos either)
- c) Plain packing/strapping tape

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5.2. Carton quality

The cardboard boxes must comply with quality standard 2.30 or higher. Among other things, this serves to make it possible for the goods to be delivered in accordance with the regulations.

5.3. Weight

The requirements specified under 4. are applicable.

X. Shipper

Goods may only be delivered through the following shipping companies

1. Shippers in Germany

For delivery terms: EXW (Incoterms 2010)

Packages: < 31 kg per parcel service

Packaged goods: Current shipping company designated by the GTP group

2. Shippers in the EU

For delivery terms: FCA, GTP group shipping company (Incoterms 2010)

Packaged goods: Current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

4. Shippers in Turkey

For delivery terms: FCA, GTP group shipping company (Incoterms 2010)

Packaged goods: Maximum shipping weight: 500 kg, current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

5. Non-EU/Non-Turkish shippers

For delivery terms: FOB, next harbour (Incoterms 2010)

Sea freight: Current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

XI. Place of jurisdiction, applicable law, decisive version

1. The place of jurisdiction is Stuttgart or Waiblingen.
2. This agreement is exclusively subject to German law.
3. In case of doubt, the German version of this agreement shall be binding.

XII. Changes and additions, severability clause

1. There are no side agreements.
2. If individual parts of this agreement are or become legally invalid, it shall have no negative effect on the effectiveness of the remaining provisions.
3. The ineffective provision should then be replaced with the effective provision that most closely approximates the original economic objective of the business partners. The same thing applies to situations involving an undetected contractual gap or frustration of purpose.
4. Modifications require the written form. The same condition also applies to the written form clause. Verbal side agreements associated with this contract have no validity.



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XIII: Acceptance

By signing this agreement, the signatory accepts the latest versions of the cited conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with this agreement, and that he has, if necessary, obtained legal advice regarding the same. The agreement enters into force on the date of signing.

.....
Place, date*

.....
Company (block letters)/Seal*

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Legally valid signature*

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Signatory (block letters)*

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GT GUMMI-TECHNIK GmbH

GTP GUMMI-TECHNIK-
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Code of Conduct (COC)

version 12/2021

PREAMBLE:

As a medium-sized family business, the GTP Group (hereinafter also referred to as "GTP") maintains a partnership-based and trusting relationship with its business partners. Fundamental aspects such as sustainability, ethics, fairness, integrity and conduct in compliance with the law play a key role in this respect. GTP expects this behaviour from its business partners, whether customers or suppliers. Accordingly, this Code of Conduct sets out in concrete form what GTP expects from its suppliers and what they undertake to do vis-à-vis GTP. For future cooperation, the contractual partners agree to the validity of the following regulations and undertake to comply with the principles and requirements of the Code of Conduct and to endeavour to contractually oblige their subcontractors to comply with the standards and regulations listed in this document. This agreement shall enter into force upon signature. Any breach of this Code of Conduct may be grounds and cause for GTP to terminate the business relationship, including any related supply contracts. The Code of Conduct is based on national laws and regulations as well as international conventions such as the United Nations Universal Declaration of Human Rights (UN Human Rights Charter), the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards of the International Labour Organization (ILO) and the United Nations Global Compact.

I. Scope of application

These and the following regulations apply in full to any business relationship with one and/or all of the companies listed below or their legal successors:

- a) GT GUMMI-TECHNIK GmbH, Salierstr. 24, 70736 Fellbach, HRB Stuttgart 261098, USt.-IdNr.: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB 260574, USt.-IdNr.: DE 147330326

II. Social responsibility

1. The supplier undertakes not to practice or tolerate any form of forced or child labour. It is guided by the definition of child labour based on the standards of the International Labour Organisation (ILO). If a local law prescribes a higher legal minimum age for workers or a longer compulsory education, the higher age shall apply. All work must be voluntary and workers must be able to leave work or employment at any time. Furthermore, there shall be no unacceptable treatment of workers, such as through physical and psychological hardship, sexual and/or personal harassment.
2. The supplier undertakes not to discriminate on the basis of age, gender, skin colour, ethnic or social origin, sexual identity, disability, religion or political opinion. The personal dignity, privacy and personal rights of each individual shall be respected.
3. The supplier undertakes to respect the applicable laws and regulations for the protection of employees and to guarantee employees the active exercise of their rights.
4. The supplier undertakes to comply with the applicable laws and regulations on the restriction of working hours and the granting of rest periods, breaks and holidays. Furthermore, the supplier undertakes to remunerate its employees in accordance with the applicable laws and regulations and to guarantee them equal remuneration for work of equal value.
5. The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. Workers shall be provided with all benefits prescribed by law. Deductions from wages as a punitive measure are only permitted insofar as they are legally anchored in national laws. The supplier shall ensure that workers receive clear, detailed and regular written information on the composition of their wages.
6. The right of workers to form and join organisations of their choice and to bargain collectively shall be respected. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of workers for the purpose of collective bargaining shall be provided.
7. The supplier undertakes to observe the applicable laws and regulations on so-called conflict minerals. If products manufactured and/or supplied by the supplier contain tin, tantalum, tungsten or their ores or gold, this must be reported to GTP immediately and without being requested to do so.

III. Occupational health and safety

1. The Supplier undertakes to comply with the applicable health and safety regulations.
2. The supplier shall provide a safe and healthy working environment in order to maintain the safety and health of employment, protect third parties and prevent accidents, injuries and work-related illnesses.
3. The supplier shall provide appropriate training to its employees on all health and safety topics in a language that the employees understand.
4. Workers shall be provided with access to drinking water in sufficient quantity and quality, as well as access to clean sanitary facilities.

IV. Observance of regulations and laws/compliance

1. The supplier undertakes to act in a fair and fair manner in competition and to comply with the applicable competition laws, in particular anti-trust laws, and to ensure that neither its services nor its goods infringe the property rights of GTP and/or third parties.
2. The supplier shall refrain from price agreements with competitors and from the abuse of a dominant market position through price discrimination and other conduct.
3. The supplier shall ensure that politicians, authorities or members of authorities, business partners or their employees -including employees of the GTP Group-, including their family members and relatives, are neither directly nor indirectly provided with inadmissible advantages of any kind whatsoever.

Alle Angaben auf Grundlage unserer Allgemeinen Geschäftsbedingungen, siehe im Internet: <http://www.gtp-gruppe.de>

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Geschäftsführer: Dipl.-Kaufm. Philipp Wagner



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- The supplier undertakes not to demand or accept any inadmissible advantages from its employees. From GTP's point of view, an advantage is impermissible if its type and scope is suitable for influencing the recipient's actions and decisions. The applicable statutory exemption limit for benefits in kind provides guidance in this respect.
- The Supplier shall ensure that the applicable laws and regulations to prevent money laundering are complied with and that the use of cash in business transactions is dispensed with whenever possible.
- The supplier undertakes that business information, namely technical, financial or competitive information, will always be treated confidentially and in accordance with any non-disclosure and confidentiality agreements. The Supplier shall ensure that it takes appropriate and sufficient precautions to protect such information.
- The supplier undertakes to comply with all applicable export controls, sanctions, customs laws and regulations, including applicable trade restrictions, embargoes and other restrictions on the import and export of goods, services and information.
- The supplier shall ensure that itself, its beneficial owners, all its agents and other subcontractors used by it are not included on any applicable sanctions list as a sanctioned company and/or person.

V. Environmental obligations

- The supplier undertakes to comply with the applicable environmental laws, environmental regulations and environmental standards.
- Insofar as environmental laws, environmental regulations and environmental standards contain reporting or other obligations to cooperate on the part of the supplier, the supplier shall comply with these reporting and other obligations to cooperate on its own initiative, in full and within the prescribed deadlines.
- Even in the absence of corresponding statutory obligations, the supplier shall support GTP promptly and to the best of its ability at GTP's request.
- The supplier undertakes to set up an adequate hazardous substance management system and to work continuously on avoiding hazardous substances in the products and reducing negative environmental effects.

VI. General regulations

- In order to secure the supply chain and to ensure compliance with the Code of Conduct also vis-à-vis GTP's customers, the supplier agrees that GTP or its representatives may carry out audits to verify compliance with the COC, namely on the supplier's premises, business premises and commercial buildings during normal business hours after reasonable notice of not less than 14 working days.
- The supplier undertakes to provide information and access to documents at GTP's request, which GTP requires in order to carry out the rights conferred on it by this Code of Conduct. This obligation shall also extend to information about affiliated companies, as well as sub-suppliers, insofar as the company obliged to provide the information has the information at its disposal or is in a position to obtain the requested information on the basis of existing legal connections.
- Any breach by the supplier of the provisions and obligations of this Code of Conduct shall be considered a breach of material contractual obligations and shall give GTP the right, but not the obligation, to take adequate measures. These measures may include conducting audits with cost consequences, termination and dissolution of business relationships without notice, cancellation of placed orders without notice, cancellation of contracts without notice, etc.

VIII. Acceptance/declaration of the supplier

By signing this Agreement, the undersigned accepts the obligations and conditions set forth in full, as amended from time to time. This will be made available upon request. In addition, this Code of Conduct shall become part of the existing contractual relationship(s) between the supplier and GTP. Should contradictions arise between the contractual relationship(s), the more far-reaching regulation shall apply in each case. The supplier further assures that it has informed itself in detail about the rights and obligations of this agreement and, if necessary, has obtained legal advice in this respect. It shall enter into force on the date of signature.

.....
place, date*

.....
company (printing letters)/stamp*

.....
legally binding signature*

.....
signatory (printing letters)*

Alle Angaben auf Grundlage unserer Allgemeinen Geschäftsbedingungen, siehe im Internet: <http://www.gtp-gruppe.de>
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Geschäftsführer: Dipl.-Kaufm. Philipp Wagner



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GT GUMMI-
TECHNIK GmbH

place, date*

company (printing letters)/stamp*

legally binding signature*

signatory (printing letters)*

GTP GUMMI-TECHNIK-
PLASTIK GmbH

place, date*

company (printing letters)/stamp*

legally binding signature*

signatory (printing letters)*

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