

General Supplier Guidelines

TRIMET Automotive Holding GmbH
TRIMET Harzgerode Guss GmbH
TRIMET Automotive Sömmerda GmbH & Co. KG

These Supplier Guidelines (SG) are a binding component of supply agreements between TRIMET Automotive Holding GmbH, TRIMET Harzgerode Guss GmbH, TRIMET Automotive Sömmerda GmbH & Co.KG and KS ATAG TRIMET Guss GmbH, hereinafter referred to as the **client**, and their suppliers, hereinafter referred to as the **contractor**.

These Supplier Guidelines apply to all deliveries of the suppliers in the value chain (e.g. raw casting, CNC machining, surface finishing, heat treatment) and production materials (e.g. alloys, purchased parts) for serial products to the client and complements other contractual agreements between the client and contractor.

1. Introduction

The contracting parties agree that high quality and reliability of technical products can only be achieved through undiminished competitiveness if the applicable quality management system (QM) and test procedures are known and codified and throughput times are shortened.

In addition, the client expects the contractor to give due consideration to the ten principles of the Global Compact:

- Businesses should support and respect the protection of international human rights.
- Businesses should ensure that they are not complicit in human rights abuses.
- Businesses should uphold freedom of association and the effective recognition of the right to collective bargaining.
- Businesses should advocate the elimination of all forms of forced labor.
- Businesses should work for the abolition of child labor.
- Businesses should work for the elimination of discrimination in employment and occupation.
- Businesses should support a precautionary approach when dealing with environmental challenges.
- Businesses should take initiatives to promote greater environmental responsibility.
- Businesses should encourage the development and diffusion of environmentally friendly technologies.
- Businesses should work against corruption in all its forms, including extortion and bribery.

A prerequisite for a contractual relationship is the signing of these supplier guidelines.

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The contractor is responsible for the quality of materials, parts and products supplied to the client and its customers, hereinafter referred to as “products”.

The contractor may not make any changes to the process without the consent of the client. If the contractor wants to employ suppliers/subcontractors (hereinafter referred to as “suppliers”), the contractor is obliged to obtain the consent of the client and to transfer the requirements of these Supplier Guidelines to the suppliers it employs. In particular, the contractor must ensure that the suppliers are integrated into the contractor's QM system in the same way as if the supplier itself was a direct party to this agreement and part of the contractor's QM system.

2. Quality objectives

It is a corporate goal of the client to deliver the products on time in consistently flawless quality to customers of the client. The quality of the client's products is determined to a considerable extent by the contractor. It is therefore imperative to promote cooperation in a spirit of partnership at all times.

The contractor must realize its quality assurance measures so that its products meet in particular the specifications defined by the client and provide each product

- in the agreed quantity
- at the agreed time
- at the agreed place
- in the agreed design.

This demands a zero defect target (0 ppm), coupled with continuous improvement in performance and quality.

3. Technical documentation and changes

The properties of the products to be observed are specified in the technical documentation. They are referred to in orders and accounts. Technical documents in this sense are, for example, drawings, technical specifications, order documents, test instructions and, during the development and design of the product by the contractor, corresponding documents of the contractor which the client has recognized.

Accepted rules of engineering apply. These include the German Ordinance on Hazardous Substances (*Gefahrstoffverordnung*), environmental protection regulations and health and safety regulations.

The contractor is obliged to refrain from using conflict minerals in its products. It will be obliged to declare this to the client on request.

The contractor is affiliated to the client engineering documentation change service. The contractor shall ensure that production and testing are always realized according to the most recent valid technical documentation at its disposal. If the contractor considers changes to be useful for the improvement or simplification of its production, it must apply for these through the client purchasing department. A product change (production processes, recipes, input materials, materials) may only be realized pursuant to a written amendment of the technical documentation approved by the client.

4. Assurance of quality

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4.1 QM system requirements

The contractor is obliged to plan, organize and implement the production process and quality assurance on their own responsibility in a manner that ensures comprehensive quality monitoring and quality control and that all quality and safety requirements made of the product are met. This applies to all products, regardless of whether the contractor manufactures, processes or refines these itself or if it procures them from or has them processed or refined by third parties.

For this purpose, the contractor must demonstrate the existence of a quality management (QM) system certified by an accredited body pursuant to DIN EN ISO 9001 that covers all areas of its business operation and further develop this quality management system pursuant to ISO/TS 16949 or IATF 16949.

A supplier audit shall be conducted at least once a year if the supplier does not have a certified QM system.

The contractor is therefore also obliged to define a QM system for its suppliers in its QM system and to obligate these contractually with appropriate effectiveness.

Should a customer of the client request supplementary or further quality assurance of the client, the contractor will adapt its QM system accordingly on the request of the client within an appropriate period of time.

The contractor will check compliance with the quality and functioning of the products to be delivered pursuant to the test plan agreed between the parties.

4.2 Quality audits

During normal business and operating hours, the client is entitled to conduct audits at the contractor's premises or have these conducted by a person commissioned by the client to assess the application and effectiveness of the QM system. The client will announce the auditing three days in advance.

For this purpose, the contractor shall grant the client or its agents access to all business premises and systems and an insight into all documents, insofar as this is necessary for the client or its representatives for the purpose of auditing. On the occasion of a process or product audit, the contractor is obliged to grant the client an insight into

- its manufacturing processes
- all quality assurance measures and organizational units
- the quality management manual
- documentation made on the basis of the QM system

The contractor is informed of the result of the audit in writing by the client. Where weak points are determined that are inconsistent with the specifications agreed between the contractor and client, the contractor must demonstrate corrective measures in a plan of action and take the appropriate improvement measures in consultation with the client.

The contractor is required to agree on a corresponding QM system with its suppliers or to contractually obligate the supplier to tolerate quality audits conducted by the contractor in its company. Where the contractor agrees a quality management system with its suppliers, the client may demand evidence of the realization of a QM audit with the supplier.

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The client may demand of the contractor that the quality requirements for the product be increased to maintain the previous quality standard.

4.3 Supplier evaluation

The quality performance of the contractor shall be regularly evaluated by the client. The supplier evaluation takes place at least annually.

In the event of a failure to achieve targets (see "Product-related system for quality assurance agreement", technical report reg. no.: QA L008. current), the contractor must submit action plans to the client to achieve an optimization of services if the client deems this necessary.

The result of the supplier evaluation is taken into consideration during contractual negotiations for new or modified products and when introducing measures for supplier promotion. The fundamental prerequisite for a supplier relationship with the client is the processing of those measures specified in the audit and classification as "quality-capable".

Criterion	Weighting	Parameter
Quality	4	Compliance with the contractually assured quality of the product/service with 0/1 rating, consideration of QM and EM certification
Punctuality	3	Compliance with the delivery deadline specified in the order with 4 days tolerance
Quantity reliability	2	Compliance with the quantity per item agreed pursuant to the order with 5% tolerance
Miscellaneous	1	Compliance with other agreed services and conditions (e.g. document provision, packaging, etc.)

The following scale is used for the contractor classification:

A	> 90% of the possible score
B	80 – 90 % of the possible score
C	< 80 % of the possible score

Achievement of the client's quality objectives is decisively influenced by the ability of the contractor. For this reason, assessment of the ability of the contractor is mandatory. The contractor and all other contractors of the client are evaluated by the client and receive written information about the classification. If necessary, the contractor must adopt improvement measures.

4.4 Forward quality planning

Comprehensive planning is required of the contractor to achieve the required level of quality.

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The contractor shall create a QM plan in coordination with the client. The following at least must be considered in this respect:

- Determining of contact persons
- Project plan for product trials, operating equipment, test equipment
- Creation and implementation of a system FMEA product for parts designed by the contractor (e.g. pursuant to VDA 4)
- Creation and implementation of a system FMEA process
- Process flow chart
- Definition of special or other significant features
- Production control plan for prototypes, pre-series and series
- Test plan
- Production plan
- Machine capability & process capability investigation
- Test equipment capability investigation
- Compilation of work and test instructions
- Initial sample inspection
- Pre-production samples
- Verification of series production in pre-production
- Personnel qualification
- Qualification of suppliers
- Compliance with environmental regulations

The contractor must agree production and testing conditions with the client for prototype, pre-series and serial parts and document these in a suitable form. Documentation of testing is realized in inspection plans/production control plans/control plans that correspond to the QM plan and should be contained therein.

In the inspection plan (which can also be part of the production plan) the contractor must specify all product and process related quality inspections - from goods receipt to dispatch - with reference to downstream inspection instructions and coordinate these with the client. Furthermore, test characteristics, test frequencies, measuring equipment and the type of documentation must be clearly defined in the inspection plan. Special features must be emphasized.

The contents to be taken into considered in the inspection plan and downstream test instructions must meet relevant customer-specific requirements.

Inspection plans must be agreed with the client in writing prior to commencing production. A completed "Checklist for forward quality planning of production materials" (Annex 2) must be forwarded to the client prior to commencing production. Coordination of product-related quality assurance measures should generally be realized in writing between the client and contractor prior to commencing production.

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The client must be granted insight into the FMEA on request.

The forward quality planning of the contractor includes planning of packaging and logistics while taking the client specifications into consideration.

4.5 Product and process approval procedure

General information

Product and process approval is required in the following cases:

- In the case of new contractors
- In the case of processes and/or parts that are new to the client
- In the case of new contractor production locations
- Following relocation of production or use of new production facilities
- For design, specification or material changes
- When using new, modified or replacement tools
- If manufacturing methods or production processes are fundamentally changed
- If suppliers change
- After a delivery block due to quality
- Following suspension of production for more than one year

The scope of documents required for process and product approval must always be agreed with the client. The contractor shall present the samples to the respective plant with the "Production process and production approval" report. The documentation must be compiled according to the order specifications (e.g. pursuant to VDA 2).

Required tolerance adjustments, tolerance expansions or general deviations from drawings and specifications must be agreed in writing between the client and contractor before initial sampling.

Initial samples must be produced completely with standard equipment and under standard conditions. They must fulfill all specifications pursuant to drawings, technical specifications, standards and others.

If the contractor is unable to realize the required individual inspections, they must be outsourced to an appropriate test center at the expense of the contractor. Responsibility lies in all cases with the contractor.

In the case of production with several identical tools, an initial sample must be presented with an initial sample test report from each die or nest of a multiple mold.

The sample shipment must be clearly marked with "Initial samples". VDA forms must be used for the initial sample test report.

The client checks the initial sample test report, communicates the result to the contractor and approves series production in the case of a good report.

Scope of initial sample inspection

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- Complete examination of all drawing dimensions and test features on at least one part
- Execution of each characteristic individually with target and actual values in the initial sample test report. Labeling of actual values outside the prescribed tolerance
- Compilation of material report
- Creation of a material data sheet (IMDS entry) and sending of data to client company ID
- Creation of the metallography report (if required)
- Details of weight
- Conducting of other tests if agreed
- Preparation of EC safety data recording sheet and
- Inspection certificate 3.1 according to EN 10204 (if agreed).

The client specifies the number of required initial sample parts.

Responsibility

The contractor is responsible for the correct realization of the initial sample inspection.

Approval of the initial samples does not free the contractor from its responsibility for meeting the specified process/product requirements in the series and is not a supply contract.

The contractor shall be responsible for bearing any additional costs and effort caused by the contractor (e.g. through incompleteness of sampling documents or repeated re-sampling).

4.6 Process capability

Process capability ($C_{pk} \geq 1.67$ and ≥ 1.33 respectively) must be demonstrated over the entire production time for the special and significant features defined in the project and series production phase. The machine capability must have a value of $C_{mk} \geq 1.67$.

If the critical capability index is not reached, a 100% test must be conducted until the manufacturing process is optimized and the required values are achieved. The cause must be determined, eliminated and documented.

4.7 Tools

Regardless of the respective owner of tools, the contractor will ensure their constant availability through appropriate maintenance and repair.

The contractor pledges to ensure replacement equipping or subsequent tools at an early stage.

4.8 Measuring and testing equipment

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Equipping of the contractor with measuring and test equipment is necessary to enable exact monitoring of contractual quality characteristics by the contractor pursuant to a coordinated inspection plan without any gaps.

Periodic monitoring of the equipment used is necessary and should be documented to ensure proper functioning of measuring and test equipment. Procurement of special test equipment must be coordinated with the client's purchasing department.

The measurement uncertainty must be known in each case for the test and measuring equipment used. Measuring equipment monitoring is the responsibility of the contractor.

4.9 Shipping and labeling

Packaging is realized as specified by the client (packaging specifications).

Special client packaging instructions must be observed if necessary. The outside of each packing unit must be visibly marked with the client's part number incl. change status and quantity and, insofar as possible or required, with the batch number, date of manufacture and inspection note. Packaging labeling should be in plain text and clearly legible.

The contractor must agree with the client on the type of packaging.

4.10 Archiving of agreed documents

Agreed documents such as process capability tests, control charts and material certificates are archived according to VDA 1 at the contractor's premises. The documents are submitted to the client within a day (e.g. by fax or email) if the client has a legitimate interest in them.

If these material certificates need to be enclosed with the delivery, this will be agreed separately (e.g. through an entry on the drawing or in the order).

5. Documentation

5.1 General information

The contractor is obliged to maintain documentation in the case of appropriately agreed features. In addition to other things, VDA 1 must be taken into consideration.

The following points in particular should be taken into consideration:

- Features with a special archiving obligation are marked on the drawing or in the ordering instructions.
- Process capability of $Cpk \geq 1.67$ must be assured in the case of variable features of this kind. Process and test instructions must be complete and adequate.
- The qualification of personnel must be proven.
- The storage period for documents for the delivery of parts subject to mandatory documentation is 15 years. Storage must be secured against fire, theft, damage and changes.

In the event of facts giving rise to doubts as to the correct implementation of the QM system, the contractor shall be entitled to demand the issuance of copies of such documents necessary for verifying or proving the correct implementation of the QM system.

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5.2 Documentation prior to initial sampling

Documents listed in this section must be available to the contractor prior to initial sampling:

- System – FMEA process
- System – FMEA product or design – FMEA (if the contractor is responsible for design)
- Production control plan (must also take the FMEA results into consideration).

Coordination on the documents is necessary.

5.3 Documentation in series production

Batch prints or verification documents of process tests conducted in accordance with the specified production control plan and re-qualification tests (if agreed or where applicable) must be kept and made available when required.

Incomplete accompanying documentation (delivery papers) may lead to rejection of the delivery.

5.4 Re-qualification of product and process

According to ISO/TS 16949 or IATF 16949 and customer-specific demands, the supplier is obliged to re-qualify all product features (geometry, material, function) and processes. The scope of features to be tested may only be restricted in agreement with the client. Verifications must be provided to the client free of charge on request or to grant an insight. The supplier is also responsible for conducting re-qualifications among its suppliers and subcontractors.

6. Serial deliveries and incoming inspections

6.1 Inspections in the incoming goods department

Since conducting of the required inspections on products prior to delivery to the client or its customers takes place exclusively at the contractor's premises, the client or its customer checks the products on delivery, limited to obvious defects and clearly visible transport damage on the packaging.

As soon as defects in the delivery are discovered in the course of an orderly business operation, the client must notify the contractor immediately of these in writing, or within two weeks at the latest. The contractor waives the objection to delayed notification of defects, insofar as it does not involve clearly discernible defects.

The client reserves the right to subject the products to a random sample inspection or a full inspection on delivery. This may also be realized by third parties owing to circumstances.

6.2 Changes

The contractor is obliged to inform the client in good time of

- changes in production processes, procedures and materials (including in the case of suppliers),

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- a change of supplier,
- changes to test methods/equipment,
- relocation of production locations and relocation of production facilities at the location,
- the use of a new tool and
- in the event of insufficient process capability

so that the client can check whether the changes may be detrimental.

The contractor is equally obliged to report changes to the QM system to the client in writing. Information of this kind relates in particular to the use of materials, specifications, data, etc. The client is obliged to notify the contractor immediately if one of the delivered products does not meet the quality requirements. Insofar as possible, the client is also obliged to inform the contractor in writing if it proposes changes and what changes it proposes with regard to the design, manufacture or test methods for the products.

Responsibility for the quality of products also remains with the contractor following the approved changes.

6.3 Deviation approval

Deviation approval must be available in advance or on delivery at the latest in the case of deviations identified beforehand on the product or packaging. An application for approval must be submitted to the purchasing department for this purpose. Following internal evaluation and, if necessary, coordination with its customer, the purchasing department issues feedback information with the decision on the application form, stating the quantity and/or time limit in a positive case.

6.4 Complaints

If faults are detected, the contractor will receive a complaint message containing all necessary information. The contractor must react to this within 24 hours through the initiation, documentation and notification of immediate measures and within 3 working days through a statement of its opinion in the form of the 8D report.

A processing fee of € 250.00 will be charged for each complaint reported by the client to the contractor.

If a delivery is blocked, the inspection report is forwarded to the contractor who must arrange a replacement or repair in good time. Where this is not possible for scheduling reasons, agreement shall be reached between the purchasing department of the client with the involvement of quality assurance and the contractor on short-term measures (e.g. sorting, reworking, procurement of a replacement).

In the case of conditional acceptance, a complaint is also made with documentation of the defects.

The efficiency of problem processing is included in the client supplier evaluation.

Traceability is necessary to limit the complaint volume. Parts finished since the last OK test must be sorted 100% on the contractor's premises and/or by the client or the customer.

Additional expenses resulting from such deviations will be borne by the contractor.

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6.5 Labeling and traceability

The label on the products or the containers must be recognizable during transport and storage and document the current inspection status.

Each packaging unit must be marked by the contractor with a goods label pursuant to the customer requirements.

Deviations from existing labeling obligations are only permitted following prior approval by the client.

If no further agreements have been concluded between the client and contractor, the consistency of comprehensive traceability must be assured and the procedure defined in a transparent manner by the contractor.

6.6 Warranty

The contractor guarantees that the product has the characteristics agreed upon by the parties, that it conforms to the recognized rules of engineering and that it is free of defects that neutralize or reduce its value or suitability for normal or contracted use.

The delivery must comply with the conditions specified in the order letter or on the drawings and the latest technical and official regulations. Insofar as no longer legal deadlines apply, the warranty ends with the expiration of 3 years as of delivery.

The limitation period for the warranty is inhibited by the written enforcement of claims involving defects.

The contractor assumes the same guarantee for parts delivered by its supplier.

In the case of defectiveness of the products or of wrong delivery, the client is entitled, at its discretion, to demand a reduction in addition to other, agreed or legal rights. Furthermore, the client is entitled to choose between replacement or repair if the contractor is in a position to offer this. All costs incurred in connection with the repair or replacement are to be borne by the contractor. In urgent cases, particularly to avert imminent danger or limit damage, the client is, following prior information of the contractor, entitled to rectify defects at the expense of the contractor. The workload for the client resulting from this is charged at the client's usual hourly rate. Possible external costs for sorting or reworking are borne by the contractor. Related charges from the customer are passed on to the contractor. Further legal or contractual claims remain unaffected by these regulations.

6.7 Liability

The contractor is obliged to compensate the client for damage and expenses which arise directly or indirectly as a result of a deficient delivery or the absence of agreed characteristics, the breaching of official safety regulations or for any other legal reasons attributable to the supplier, unless the contractor is not responsible for the aforementioned breaches of duty. In the case of damages which the client suffers directly or indirectly as a result of a breach of a guarantee, the contractor is liable regardless of fault. The workload for the client resulting from this is charged at the client's usual hourly rate.

The contractor shall indemnify the client in case of resale of its delivery against third-party compensation claims due to the justified assertion of product liability, provided the contractor is responsible for the defect of the delivered item which has led to the liability claim. This also applies to defects which are causally attributable to the client and which

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could have been determined by contractually agreed inspections at the contractor's premises. The contractor is liable for necessary damage prevention measures (e.g. a recall) insofar as these can be traced back to a product of the contractor or behavior of the contractor.

6.8 Insurance

The contractor must ensure that its liability insurance recognizes the amendments to the statutory liability provision without adversely affecting the existing coverage of its liability insurance.

The contractor pledges to maintain sufficient product liability insurance at its own expense. Insurance of this kind shall be deemed adequate if it insures against personal injury and damage to property, including the costs of a recall per claim with a minimum coverage of € 10 million per claim.

This insurance does not constitute a limitation of liability in favor of the contractor.

6.9 Recall of products

If the contractor realizes in the course of delivery that the specification of the products is inadequate or flawed, it will inform the client immediately of this and, if necessary, propose changes.

If the contractor detects an increase of adverse deviations in the quality of the products during their inspection, it will immediately inform the client of this and about corrective measures such as improvement of manufacturing processes, materials, parts, test procedures, testing equipment, etc. Until these corrective measures are effective, the client may demand that the contractor take special measures (e.g. higher test density) for a reasonable period of time.

The contractor must notify the client immediately if it has identified or acquired knowledge of any product hazards or risks.

If a contracting party has evidence that a recall of the final product is necessary because of a contractor product, the said party must immediately notify the other contracting party of its reasons and surrender supporting documents for its viewing.

The other contracting party must immediately state an opinion on the evidence and any possible recall.

In the event that the contracting parties failing to agree in writing on the need for a recall, the scope of action or the awarding of costs, a party may set a date for a meeting which persons from each contracting party authorized to make a decision must attend.

If one of the parties fails to act in accordance with this schedule, it cannot appeal vis-à-vis the other party to the agreement to claim that the recall was objectively necessary or unnecessary, unless the other party to the agreement has misconstrued this as grossly negligent or willful intent. The parties agree that, in the event of a hazard or suspicion of a hazard to the life and limb of third parties, a recall is unavoidable and that, in case of doubt, a recall must generally occur.

The contractor shall maintain a separate recall management system and coordinate this with the client.

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In the case of client recalls and other measures based on the fact that the contractor has delivered defective products, the contractor is obliged to support the client at the client's request to the best of its ability. The contractor must also provide personnel for this purpose if necessary. The contractor shall provide the client with all information and data necessary for the realization of a recall.

The contractor may only notify authorities to be informed of a recall if it has previously informed the client of this. The contractor shall coordinate informing of the authority with the client. The parties agree that the legal obligations of the contractor and client to inform the authorities about the need for and realization of a recall under the existing arrangement scheme remain unaffected.

7. Qualification

We offer our contractors consulting and support within the limits of existing possibilities. In the case of problems which remain unresolved over a longer period, we will agree programs for qualification with the contractor.

8. Confidentiality clause

Both parties are obliged to treat all information revealed to them in the course of implementing this agreement and designated and characterized by the other party as confidential (this information and these facts will be referred to subsequently in brief as "confidential information") with the strictest of confidentiality. This applies in particular to all facts and information that become known to the client during audits or in the exercise of its rights to information.

The contracting parties must ensure that a corresponding level of confidentiality is maintained by their employees or third parties acting as their authorized agents.

Suppliers must also be obligated accordingly.

The parties agree that facts and information which

- are generally accessible without these being due to a breach of the confidentiality obligations due under this agreement
- were already in the possession of a party before they were made available to it by the other party
- one party receives without any restriction on use from a third party without this violating a confidentiality obligation
- are neither characterized as being confidential nor expressly designated as such in the case of oral transmission of facts and information

should not be regarded as confidential information. The burden of proving that any of the above exceptions exists is incumbent upon the party invoking this.

In the event of culpable violation of this obligation, the parties agree a contractual penalty to the amount of € 50,000. Any claims for damages above and beyond this remain unaffected by this.

The secrecy obligation is valid for a period of 5 years from the termination of this agreement.

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9. Designation of contact persons

Both parties are obliged to appoint a representative and a substitute to channel communications between both parties in this manner.

10. Environmental and health and safety regulations

The contractor is obliged to comply with all legal regulations for environmental protection and minimize effects on people and the environment through proper environmental organization and appropriate operational environmental protection. Preference will be given to companies with certification in environmental protection.

Where the contractor works on the premises of the client, it must comply with relevant national industrial safety regulations and occupational insurance association regulations. In addition to this, the client's specifications, in particular the organizational instruction dealing with outside companies, and directives of the client relating to behavior on the company premises must be taken into consideration.

11. Place of jurisdiction

The exclusive place of jurisdiction is that of the client.

12. Validity

Unless otherwise agreed, these Supplier Guidelines are valid for an indefinite duration and may be terminated in writing with a notice period of six months. However they remain in force for all deliveries that were ordered within the period of validity.

13. Miscellaneous

Conclusion and implementation of this agreement do not entitle the contractor to place orders relating to products.

If provisions of this agreement are not wholly or partially legally effective or become so, the validity of the remaining provisions of the Supplier Guidelines will not be affected by this.

An appropriate regulation shall apply in place of the ineffective, unenforceable or missing provision that, insofar as legally possible, comes closest to that which the parties intended or the meaning and purpose of the agreement would have wanted if they had considered the point on concluding the quality assurance agreement (QAA). Should any provision be or become ineffective due to the scope of service or time agreed therein, the scope of service agreed in the provision or the agreed amount of time must be adapted to a legally permissible extent.

The contractor and client pledge to impose the obligations arising from this agreement on their eventual legal successors in such a way that the legal successors are bound by the obligations under this agreement in the same manner as if they had assumed these obligations themselves.

This also applies to the duty assumed in this clause.

Amendments and additions to this agreement require the written form to be effective. This also applies to any waiver of the requirement for the written form.

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The law of the Federal Republic of Germany applies exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods or other international conventions governing the movement of goods, unless otherwise agreed.

14. Applicable documents (latest edition in each case)

VDA series

QS 9000 series: FMEA, PPAP, MSA, APQP

DIN EN ISO 9001

ISO/TS 16949 or IATF 16949

Customer-specific and part-specific requirements