



GENERAL DELIVERY TERMS OF CIE AUTOMOTIVE

1 INTRODUCTION

Multinational Company CIE Automotive in the Czech Republic deals with production of parts and assemblies for car industries.

Car industries are characterized by their high requirements as for quality and reliability of products.

Therefore CIE Automotive Company and its partners have to devote great care to provide quality and reliability of supplied material, goods and services.

2. RANGE AND ACTIVITY

These general delivery terms (hereinafter only as „Terms“) apply to any suppliers of parts, materials and services who enter into business relations with any of CIE Unitools Press CZ a.s., CIE Metal CZ, s.r.o., CIE Plasty CZ, s.r.o. a CIE Joamar plants. All these companies are hereafter referred to as CIE.

Failure to satisfy the requirements stated in Terms can result in loss of current and/or future cooperation, and apart from that, also to compensation for damages and extra costs arising from the herein.

3. SUPPLIER´S RESPONSIBILITY

By confirmation of the order /or by supply the supplier agrees to regulations stated in the Terms. The supplier is fully responsible for:

- Quality of their products and services
In case of change in process, which has influence on final quality of RM, components, parts and services, supplier is obligated to discuss concrete change with CIE before of relization of a work.
- Quality of materials from their sub-suppliers
RM quality is verified periodically by periodical and retraining tests according to concrete agreement for part with CIE.
- Providing conformity with defined technical specifications
- Providing documentation as required by the customer
- Meeting terms and completeness of supplies

Suppliers commit themselves to the hereinabove by signing the order/ general order or by supplying goods/services.

4. COURSE OF DELIVERY

4.1 Order Conformation

The supplier confirms the order within 3 working day since the order acceptance. By confirmation of the order/or by supply the supplier undertakes to supply the specified amount of material in the required quality and in the agreed term.

4.2 Dispatch

The supplier is obliged to inform CIE in writing (e-mail, fax) at least 1 working day before the scheduled delivery date.

CIE reserves the right to refuse pre-term or late deliveries.

4.3 Contents of Delivery Note

CIE requires that every delivery be furnished with delivery note which also serves as evidence that the delivery is complete.

Every delivery note has to contain:

- Order number / reference number
- Complete supplier's and customer's addresses
- Number and title of CIE material in compliance with the order
- Amount supplied
- Units
- Delivery note number and dispatch date
- In annex further required documents – e.g. attestations, certificates, standards

Should any documents be missing, the supplier is obliged to deliver these documents no later than 3 days after the delivery date.

4.4 Shipping and Invoicing Address

The delivery has to be supplied exactly as stated by the instructions and to the shipping address which is on the order.

Invoices are to be always sent to the corresponding address:

CIE Unitools Press CZ a.s. / CIE Metal CZ, s.r.o.
Finanční účtárna (*Financial Accounts*)
Hranická 328
757 01 Valašské Meziříčí

CIE Plasty CZ, s.r.o. / CIE Joamar
Finanční účtárna (*Financial Accounts*)
Průmyslová zóna Lešná (*Lešná Industrial Zone*)
757 01 Valašské Meziříčí

4.5 Marking

Every packaging of material must be furnished with label carrying the following information:

- dimensions / type designation
- weight / amount
- quality
- number and material title as per CIE
- period of serviceability
- other required data (e.g. batch, number of mother roll)

4.6 Packaging

The delivery has to be delivered in the approved packaging. The packaging has to provide protection and has to maintain the quality of supplied parts/ materials in the course of transport and storage. CIE has right to refuse any deliveries in unsatisfactory or damaged packaging.

5. TERMS OF PAYMENT AND INVOICING

If not agreed otherwise, standard CIE terms of payment apply, i.e. 90 days following the invoice acceptance.

Suppliers are obliged to furnish the invoices with documents which give evidence that the supplies have been taken over at the customers (completion certificates, delivery notes).

6. CLAIMS

If CIE finds out that the purchased part / material or service does not correspond with the defined specifications, this fact shall be announced to the supplier in writing. If not stated otherwise, the suppliers are obliged to submit a plan of remedial measures or to submit an adequate proposal for remedial measures in case of complicated problems in the form of 8D report within 24 hours.

Handling with unsatisfactory delivery:

- refusal / return of the whole delivery or its part at the expenses of suppliers
- suppliers provide a new satisfactory delivery without cutting off continual production at the customer
- re-sorting of the delivery by the supplier and replacing of unsatisfactory material
- re-sorting of the delivery by the customer at the expense of the supplier and replacing of the unsatisfactory material
- re-working of unsatisfactory delivery by the supplier

7. COMPENSATION FOR DAMAGE

Suppliers are responsible for any expenses and damages arising from any imperfections of supplied material and services and CIE shall require compensation for such expenses from suppliers responsible.

Compensation for damage from the supplier shall be required by CIE if proved that the supplier is responsible for quality and logistics imperfections.

In case of liability for damage the supplier is obliged to provide CIE with a new faultless delivery or corresponding financial amount and to reimburse other relating costs arising in CIE. These concern:

- costs of sorting and re-working of parts
- idle times of CIE production facilities
- damage to CIE production facilities
- costs arising from storage of imperfect delivery
- costs incurred to CIE customers
- other costs associated with claims (travel expenses, laboratory tests, administration costs)

8. CONFORMITY WITH REGULATIONS

All products and/or services supplied must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process.

In order to comply with the terms of this contract, the Supplier shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorisation and restriction of chemicals (REACH) and any modifications that may be made to said regulation in the future, as well as any other regulation applicable to this field.

9. CORPORATE SOCIAL RESPONSIBILITY

THE CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. The non-compliance of any of them, would enable the immediate termination of the contractual relationship