

PURCHASE ORDER

Gestamp

Name: GESTAMP LOUNY s.r.o
Address: Prumyslová zóna Triangle 61
 438 01 Velemysleves
Telephone / Fax: /
VAT No.: CZ29044189
Applicant / Department: C geral/Gen purch
Purchaser: Hana Barakova
Mail:

Order 8504020513
Date of Order: 05.11.2018
Quotat. No:
Delivery Date: 12.11.2018
Remarks 1:

Supplier code / Name: 135989/ZDRAVOTNI USTAV
Address: Moskevská 15
 400 02 Usti nad Labem
Telephone / Fax: 477751111 / 477751117
Contact person: /
VAT No.: 71009361

Delivery Destination: Prumyslova zona Triangle
 43801 Velemysleves
Receiving point:
Transport:

Currency/Conversion: CZK 1,00000
Terms of payment: 30 DAYS after invoice date-P#evod SEPA meziná
Payment address: Moskevská 15
 400 02 Usti nad Labem

Reference	Description	Quantity	Un Price	Base qty	Discount	Total	Cost Obj.	Del. Date	Quotat.
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elektromagnetickeho
 pole
 Cenová nabídka c.
 Merení elektromagnetického pole a UV - dle priložené nabídky 10003_2/2018

TOTAL: 76.900,00 CZK

Remarks 2:

Remarks 3:

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND CONTRACTING OF SERVICES

1. Scope

- 1.1. These general terms and conditions (the "**General Terms**"), as amended from time to time and as published at Gestamp group supplier portal (<https://purchasingarea.gestamp.com>, "**Gestamp Supplier Portal**") will apply to any purchase of goods by and/or provision of services to Gestamp Automoción, S.A. or any companies directly or indirectly controlled by Gestamp Automoción, S.A. (any of these companies are hereinafter referred to as "**Gestamp**").
- 1.2. These General Terms are therefore binding on all suppliers of goods, providers of services to Gestamp or other Gestamp's contractors (any of such suppliers or contractors, a "**Supplier**") and will be an integral part of any order, purchase order of goods or services (the "**Order**") and the Particular Terms (as this term is defined in General Term 1.3) as soon as the Supplier has accepted them (expressly or tacitly, by performing the Order), even if the Order and/or the Particular Terms make no reference to the General Terms. Gestamp reserves the right to modify the General Terms at any time. Any amendments of the General Terms shall be published at Gestamp Supplier Portal.
- 1.3. These General Terms may be supplemented by any particular terms specifically established for one or more Orders placed by Gestamp (the "**Particular Terms**"), provided that such Particular Terms are expressly accepted or authorised by Gestamp and the Supplier. The Particular Terms may be included in the Order itself, in the RFQ (as this term is defined in General Term 2.1) or in any other separate document (including but not limited to supply contracts or contracts for the provision of services). The Particular Terms, the Order and the General Terms may be jointly referred to as the "**Contractual Documentation**". The Contractual Documentation sets forth the entire agreement between the parties pertaining to the goods and/or services and supersedes all inquiries, proposals, agreements, and negotiations whether written or oral, prior to the issuance of the Order.
- 1.4. Any total or partial modification, waiver or exception to these General Terms will not be binding on Gestamp if it is not previously expressly accepted by Gestamp. Any modification or exception accepted in relation to an Order will only apply to such Order. The Supplier acknowledges and accepts that any general terms of sale or contracting of the Supplier are hereby expressly rejected and will not apply to Gestamp, even if the Supplier includes references to them in any document or communication (for instance, in any offer or in the acceptance of Orders).
- 1.5. In the event of any inconsistency between the Contractual Documentation: (1) the Order, (2) the Particular Terms and (3) the General Terms shall prevail in that order.
- 1.6. Any delay or failure by Gestamp to enforce its rights under the Contractual Documentation or any other supplementary document will not be construed as a waiver thereof, unless the waiver is expressly formalised in writing.

2. Formalising Orders

- 2.1. Any requests for quotation, proposals or estimates made by Gestamp in relation to the supply of goods or the provision of services ("**RFQ**") are invitations for the submission of offers and shall not imply any obligation for Gestamp vis-à-vis the Supplier. Any offers received by Gestamp in response to a RFQ shall be valid for at least four (4) weeks (unless other period is indicated therein) and will be binding on the Supplier. Any offers made by the Supplier in response to a RFQ will not result in any expense or commitment for Gestamp and will be subject to the Contractual Documentation.
- 2.2. There will be an agreement binding on Gestamp as soon as a specific Order is placed in writing and the Supplier has expressly accepted it.
- 2.3. The Supplier must accept the Order placed by Gestamp by signing it (or, as the case may be an Order confirmation) and send it to the Purchasing Department of Gestamp within a maximum of seven (7) calendar days (or, if applicable, any other period of time which may be specified by the Order or the Particular Terms) from the date of receipt. Orders may only be accepted by the Supplier in full, they may not be accepted partially. The acceptance of Orders must include the specific identification thereof and any identifying information requested by Gestamp. Gestamp will be entitled to cancel the Order at any time until acceptance by Supplier, and Supplier will not be entitled to claim in this regard.
- 2.4. Notwithstanding General Term 2.3, any performance of an Order without the prior express acceptance of the Supplier implies acceptance of such Order and these General Terms by the Supplier, but Gestamp will not be required to accept the good or service in question if the Order has not been accepted as set forth in such General Term.
- 2.5. The Particular Terms, Orders, acceptance of Orders and their modifications must be formalised in writing. Orders and modifications thereto may also be issued and accepted by electronic means.
- 2.6. Gestamp may demand the Supplier to make modifications to the goods or services or to the delivery terms (including, but not limited to, changes of construction, design, deadline and place of delivery), to the extent that they can be reasonably carried out by the Supplier. The impact of these modifications, especially as regards the date of delivery and cost, will be reasonably agreed by Gestamp and the Supplier. If no agreement is reached within five (5) business days, Gestamp may appoint an independent third party to decide on the impact of the requested change and the allocation of costs. Under no circumstances may the Supplier alter costs without the prior express consent of Gestamp. The Supplier may not make any modifications to the goods, services and/or the delivery terms without the prior express consent of Gestamp.
- 2.7. Gestamp Automoción, S.A. or any of its affiliates shall have the right to place Orders on behalf or for the benefit of any other affiliate. Supplier hereby accepts that such affiliate may act as a valid contact for the relevant Order.

3. Terms of Delivery or Performance

- 3.1. The goods or services must be delivered/provided on the date and at the place established in the Order. The date and place of delivery set out in the Order are binding on the Supplier and are of the essence, therefore, Gestamp shall be entitled to cancel any Order in case the Supplier does not comply with such terms. Without prejudice to the foregoing, the Supplier must immediately notify Gestamp in writing of any expected delay in the delivery of the goods or the provision of the services informing of the reasons and duration of the delay along with any measures that will be taken to minimise the impact.
- 3.2. Unless determined otherwise by an express agreement, the goods must be delivered DDP Incoterms 2010 at Gestamp premises or any such other location as indicated by Gestamp.
- 3.3. Gestamp shall by no means be required to accept delays in the delivery of goods or provision of services. In addition, Gestamp shall be entitled to recover from Supplier any losses and damages resulting from Supplier's delay. The acceptance by Gestamp of the goods or services on a date subsequent to the agreed delivery date shall not imply any waiver of the rights and remedies arising from such delay.
- 3.4. The Supplier must issue a written declaration confirming the origin of the goods according to the instructions of Gestamp in compliance with any applicable customs regulations. Whenever required by Gestamp, the Supplier must submit a document confirming the origin of the goods, validated by the relevant customs office. The Supplier will bear any damage suffered or cost incurred by Gestamp as a result of any failure by Supplier to comply with the provisions of this General Term.
- 3.5. Gestamp reserves the right to inspect the delivered goods and the result of the services provided in order to check if they comply with the terms established in the Contractual Documentation. The Supplier must provide the technical and human resources required to conduct such inspection. The receipt and/or payment of the goods or services by Gestamp may not be construed as acceptance of any defective goods or services and will not exclude the possibility of claim based on any defects or deficiencies detected at a later stage. The acceptance of the goods or services will be subject to an express declaration of Gestamp.
- 3.6. Gestamp will not be required to accept any partial or defective deliveries. If the Supplier makes a partial or defective delivery and this is accepted by Gestamp, any cost or additional cost arising from it will be borne by the Supplier. In any event, Gestamp may reject the receipt of totally or partially defective deliveries or request that they be rectified or replaced, and the Supplier must bear any return, rectification or replacement costs (including those related to storage, packaging and transport). If the Supplier provides a higher or smaller number or volume of goods than those requested in the Order, or if the delivery is made prior to the date established in the Order, Gestamp reserves the right to reject the delivery (at the expense of the Supplier) or to accept it and modify the price accordingly, with the Supplier bearing any additional extra cost.
- 3.7. All the goods covered by the Order must be packaged in a suitable manner so that they can be correctly identified, transported and stored, with a view to preventing any damages which, if occurring, shall be borne by Supplier. Furthermore, the Supplier must package the goods in such a way that they can be included in Gestamp's production process, with the agreed quality and in accordance with any regulations applicable to the packaging of the goods in question. Unless specified otherwise in the Contractual Documentation, the packaging cost will be included in the price of the goods.
- 3.8. Any product that is delivered to Gestamp or, if agreed by Gestamp and the Supplier, to a third party, must be accompanied by the relevant delivery note, which shall include the following items: Order no., delivery note date, identifying details of Supplier, identifying details of the Gestamp company that has placed the Order and, as applicable, the third party recipient, units delivered and price. Moreover, if the CE marking is featured on the product, the complete information in that respect will be specified on the delivery note. The delivered goods must be accompanied by their relevant quality certificate, when stipulated.
- 3.9. The ownership of the goods and the result of the services will be transferred to Gestamp as soon as they are delivered according to the provisions in these General Terms, and they are free of any charges, encumbrances, retentions of title, conditions subsequent or third party rights, irrespective of whether their price is paid at a later date.
- 3.10. To the extent that the object of the Order includes the provision of services, the Supplier must provide them (i) with maximum due care and attention and by using appropriate and duly qualified material and human resources, (ii) in accordance with any particular features, terms, deadlines, characteristics and quality standards established in the Contractual Documentation, and (iii) at the place established in the Contractual Documentation. The Supplier will make use of its own staff for the performance of the services. The Supplier undertakes that the taskforce engaged to provide the services has the suitable training, qualifications and size to carry out the services in accordance with the agreed quality levels and methodology. The Supplier undertakes to be up to date in the payment of salaries, social security contributions and compensation (as applicable) of the staff assigned to provide the services and to provide evidence of such compliance to Gestamp, if so requested. The Supplier will be solely responsible for the labour or professional relationship with any staff involved in the provision of the services and will procure that all employment, social security and occupational risk prevention regulations are complied with, regardless of whether the service is provided at the facilities of the Supplier or Gestamp. The Supplier shall indemnify and hold Gestamp harmless for any direct or indirect damages or liabilities arising from the obligations of the Supplier vis-à-vis the staff involved in the provision of the services.

4. Prices

- 4.1. The prices indicated in the Order are fixed and not subject to change, unless otherwise agreed in writing, and they include all the goods or services hired as well as any expense, tax (except for Value Added Tax), insurance premium, cost or additional cost that the Supplier has to bear to complete the supply or provision.
- 4.2. Notwithstanding General Term 4.1, Supplier shall permanently take measures to optimise its costs and any savings achieved will be reasonably applied to reduce the price of the compensation.
- 4.3. Gestamp may offset any payment obligation vis-à-vis the Supplier against any payment obligation or liability that the Supplier has against Gestamp (including reimbursement and compensation of costs or damages for which the Supplier must assume responsibility). Likewise, in the event of a defective delivery or breach, Gestamp may proportionally retain payment until such time as the breach is cured and the relevant obligation is duly fulfilled.

5. Invoicing and Payment Method

- 5.1. The Supplier will issue an invoice in duplicate which will relate, as applicable, to the delivery note. Gestamp may issue self-invoices whenever established by the Order or the Particular Terms. The invoice will be issued on behalf of the Gestamp affiliate that appears on the Order as contractor.
- 5.2. Each invoice must include the Supplier no., the Order no., assigned by Gestamp and the date thereof, the amount of goods invoiced, the identification of the delivery note and any information and details required by Gestamp, if applicable. Invoices must include any necessary information required by applicable regulations and, especially, any that provides for the recovery of any VAT borne.
- 5.3. Invoices must be addressed to the address of Gestamp referred to in the Order within thirty (30) calendar days from the supply or performance date.
- 5.4. Unless agreed otherwise or unless otherwise required by the applicable law, invoices which are in accordance with General Term 5.2 and consistent with the Contractual Documentation will be approved and paid by Gestamp within a period of sixty (60) calendar days from the date of receipt of the goods or services. The payment term will be counted as of the date on which the goods or services have been received by Gestamp in full, without any defects and in accordance with the terms established in the Contractual Documentation.
- 5.5. If no method of payment is expressly indicated in the Contractual Documentation, Gestamp may complete payment by bank transfer, cheque, promissory note, confirming or credit memo request.
- 5.6. The Gestamp Group company featured as ordering party on the relevant purchase Order will be solely responsible for payment, and no other group company will assume any liability thereunder (unless expressly agreed). Without prejudice to the foregoing, the Supplier hereby accepts that, subject to prior notification by Gestamp to the Supplier, Gestamp may designate a company, which is directly or indirectly controlled by Gestamp Automoción, S.A., to pay the amounts due under the Order. Such payment shall release the company featured as ordering party in the Order of its payment obligations vis-à-vis the Supplier.
- 5.7. Without the prior express consent of Gestamp, the Supplier may not assign or pledge any credit or accounts receivable vis-à-vis Gestamp to any third parties. If, despite the foregoing, the Supplier assigns any credit or account receivable without the consent of Gestamp, Gestamp may elect to pay either the Supplier or the assignee, causing in either case full and final settlement.

6. Means of Production

- 6.1. Any tools, dies, tooling, equipment and other means of production (the "**Means of Production**") that Gestamp provides to the Supplier for the supply of the goods or provision of the services is and will remain the property of Gestamp or any third party indicated by Gestamp. The Supplier must mark the Means of Production so that the ownership of Gestamp (or of such other party as indicated by Gestamp) is clearly visible. The Supplier undertakes to use the Means of Production exclusively for the supply of the goods or provision of the services to Gestamp. Whenever the Means of Production are made available to the Supplier, it must keep them in custody with due care and attention; the Supplier will be liable for any damage or loss affecting them by any reason. The Supplier will be responsible for the appropriate maintenance of the Means of Production and must carry out at its costs any repair work required to ensure that they operate correctly.
- 6.2. If the Supplier manufactures the Means of Production for Gestamp, title to them shall pass to Gestamp (or as the case may be, Gestamp's client) in accordance to the Contractual Documentation. In the event of early termination or cancellation of the Order for any reason where, at the date of termination or cancellation of the Order, title is not vested in Gestamp (or as the case may be, Gestamp's client), Gestamp shall obtain title to such Means of Production by paying to the Supplier the costs actually incurred by Supplier in the manufacture of the Means of Production up to the date of termination or cancellation which are duly evidenced.
- 6.3. The Supplier may not change the location of the Means of Production without the prior express consent of Gestamp.
- 6.4. In the event that the Supplier files for bankruptcy, it will be required to put in place any measures required to assert the ownership of Gestamp (or, if applicable, Gestamp's client) over the Means of Production, without prejudice to any action that Gestamp (or, if applicable, Gestamp's client) may bring in defence of their own interests. The Supplier will inform Gestamp of its intention to file for bankruptcy as soon as possible and in any event no later than immediately after the filing, so that Gestamp is in a position to appropriately defend its rights. The Supplier will bear all expenses incurred by Gestamp (or, if applicable, Gestamp's client) to assert its ownership and will assume responsibility for any damage and loss incurred as a result of any failure to issue such notice.
- 6.5. Gestamp may recover the possession of the Means of Production at any time and the Supplier is required to transfer possession and deliver them to Gestamp with immediate effect.
- 6.6. The Supplier shall undertake at its own cost an All-Risk Property Damage and Business Interruption Insurance covering the full replacement value of the Means of Production provided by Gestamp during the time such means are located at the premises of the Supplier or any of its subcontractors, as the case may be. The Supplier, upon Gestamp's request, shall provide Gestamp with a copy of such insurance policy or a certificate issued by the relevant insurance company and shall inform Gestamp, at least thirty (30) days in advance, of any replacement, modification or expiration of the insurance policy. If the supplier does not obtain and/or keep in force the referred insurance, Gestamp shall be entitled to undertake an insurance coverage in similar terms to the ones referred in this General Term at the Supplier's expense.

7. Quality and Processes

- 7.1. When manufacturing the goods and providing the services, the Supplier must comply with the highest standards in terms of quality, safety, technology and regulatory compliance and it must immediately inform Gestamp of any modification in relation to them. The Supplier must comply with industry regulations concerning quality in the automotive business, to the extent that the standards set forth by such regulations are higher than those under the Contractual Documentation.
- 7.2. The Supplier must keep quality certificates (ISO 9001, IATF 16949 and/or other equivalent certificates) valid and in force at all times. The manufacturing processes of the Supplier must ensure that the goods and services comply with all applicable regulations and quality and technical agreed requirements.
- 7.3. The Supplier must conduct strict quality controls and perform adequate tests on the goods to be provided, in compliance with any applicable legal or regulatory requirements, and any requirement agreed with

- Gestamp. Gestamp will be entitled to audit the manufacturing processes and quality controls applied by the Supplier and propose any changes. The Supplier must keep supporting records and documentation evidencing performance of the quality tests and their results, which shall be made available to Gestamp upon its request.
- 7.4. If applicable, in the event that any authorities responsible for vehicle safety, emissions standards or the like demand inspection of the manufacturing process and disclosure of the test records, Supplier shall, upon request of Gestamp, give such authorities access to such records and provide them with any support as may reasonably be expected.
- 7.5. If the directive of "Hand-over, Return and Environmentally Sound Disposal of End-of-Life Vehicles" applies to any goods to be supplied by the Supplier, the Supplier must comply with all the requirements set out therein.
- 8. Supplier's Obligations**
- 8.1. The Supplier undertakes to comply and procure that its employees and, if applicable, its contractors and assignees, comply with its obligations under the Contractual Documentation and, without limitation, the following obligations:
- (i) Applicable Tax, Employment, Social Security, Occupational Health and Safety and Environment law, and any other laws that may apply;
 - (ii) With respect to any activities performed at Gestamp premises, Gestamp's Health and Safety at the Workplace and Environment Policies;
 - (iii) The Code of Conduct of the Gestamp Group (available via the link <http://www.gestamp.com/about-us/our-vision/code-of-conduct>). Likewise, the Supplier undertakes not to request or encourage any employee to commit any illegal act or violation of the provisions of the Code of Conduct. If the Supplier has any reasonable grounds to believe that any act has been carried out in violation of the principles and regulations on conduct as established in the Code of Conduct, it will immediately inform Gestamp by regular mail addressed to Gestamp, Compliance Department, calle Alfonso XII, 16, 28014, Madrid or by e-mail sent to corporatcompliance@gestamp.com;
 - (iv) The Principles of Corporate Social Responsibility of Gestamp Group (available via the link <http://www.gestamp.com/corporate-responsibility/csr-at-gestamp>), and
 - (v) The Principles of the UN Global Compact, which the Gestamp Group adhered to on 29 September 2008 (available via the link: www.unglobalcompact.org/), and
 - (vi) Any other internal policies of the Gestamp Group or any principles to which it subscribes and of which the Supplier is duly informed through the Supplier Portal.
- The Supplier hereby states under its own responsibility that it is aware of the regulations and principles referred to in paragraphs (i) to (vi) above.
- 8.2. For the purpose of verifying compliance with the laws, regulations and principles mentioned in section 8.1, Gestamp may ask the Supplier to submit any technical and/or legal documentation that may be required for the supply or provision according to any applicable legislation. In particular, Gestamp may ask the Supplier to submit any certificates from the authorities (original or certified photocopy at any time) which confirm that it is current with its tax obligations and social security contributions.
- 8.3. If applicable, the Supplier must submit to Gestamp, under the provisions of EU directives and other provisions on technical harmonisation for the supply and marketing of specific products, the CE Certificate of Conformity in relation to the product and the Declaration of Conformity by the Supplier, with a view to checking the CE Marking which must be featured both on the product being supplied and on the delivery note, along with any information relating to this marking that should be enclosed.
- 8.4. The Supplier undertakes to submit, at the request of Gestamp and at the end of each financial year and within the semester following the closing, a copy of its financial statements along with the auditors' report, in case the Supplier is required to audit its accounts. The Supplier must provide Gestamp with access to its premises and provide information about its manufacturing processes at the request of Gestamp.
- 8.5. The Supplier authorises Gestamp and any specialist companies or firms engaged by Gestamp to conduct any audit at and on the premises and equipment of the Supplier, to verify compliance with procedures and operating methods; the Supplier undertakes to grant direct and unrestricted access to any premises, rooms, equipment, documentation and/or information required for such purpose.
- 8.6. The Supplier must immediately inform Gestamp in writing as soon as it becomes aware of any of the following circumstances or the possibility that they may occur:
- (i) The transfer of all or a majority of the share capital or assets of the Supplier.
 - (ii) A change of direct or indirect control of the Supplier.
 - (iii) The closure or relocation of the premises of the Supplier.
 - (iv) The inability of the Supplier (even if this inability is temporary) to fulfil all or part of its obligations vis-à-vis Gestamp, including without limitation, any inability arising from a deterioration in its financial situation.
- 8.7. The Supplier will require the prior written consent of Gestamp to relocate the premises where the goods are manufactured or the services are provided to Gestamp. Any increase in cost arising from the relocation of the premises must be borne by the Supplier.
- 8.8. Any failure to fulfil these obligations, or their partial fulfilment will be a valid reason to terminate the contractual relationship between the parties.
- 9. Warranty**
- 9.1. The Supplier warrants that the goods and/or services provided to Gestamp shall be free of defects and suitable for the agreed use. In order to comply with the foregoing obligation, Supplier shall conduct an inspection on the outgoing goods and services.
- 9.2. Gestamp shall conduct an incoming goods inspection only in respect of externally visible transport damages, quantity of goods and identity of the delivered goods and the goods specified in the shipping documents and notify the Supplier of any such deficiencies without undue delay. Gestamp reserves the right to perform further inspections on received goods. In addition to the foregoing, Gestamp shall notify Supplier of any other deficiencies in the goods once the deficiency has been discovered by Gestamp in the ordinary course of its business. In this respect, the Supplier hereby waives its right to object to late notification defects.
- 9.3. Except where a greater period is established by law, goods and services provided to Gestamp shall be subject to a warranty period of thirty-six (36) months from the date of acceptance by Gestamp or forty eight (48) months from the date of delivery to the place set forth in the Order or the Contractual Documentation, whichever date occurs later.
- 9.4. Without prejudice to any other remedies available at law, under the warranty, at the discretion of Gestamp, the Supplier shall rectify or replace the non-compliant or defective goods the soonest possible and shall bear all costs and expenses necessary for the work, including (but not limited to) the cost of removal of the defective part and installation of the non-defective part. If the Supplier does not rectify or replace the non-compliant or defective goods successfully or unreasonably rejects to carry out the rectification or replacement within a reasonable period of time, Gestamp shall be entitled to withdraw or cancel the Order. In addition, Gestamp shall be entitled to withdraw or cancel any other pending Orders placed to such Supplier.
- 9.5. The warranty period shall be extended for any time spent in the relevant rectification or replacement. Both the rectification and replacement shall be subject to the warranty provided under General Term 9.3 from the date of completion of the works.
- 9.6. In case of emergency or if the Supplier unreasonably delays the rectification or replacement works, Gestamp may reasonably engage the services of a third party to repair the non-compliant or defective goods, or replace them with goods obtained from a third party, at Supplier's cost.
- 9.7. Supplier shall indemnify Gestamp against all damages and losses incurred by Gestamp resulting from the delivery of defective goods and/or services.
- 9.8. The Supplier undertakes to supply Gestamp or Gestamp's nominee with any spare parts in relation to the supplied goods and for a minimum term of fifteen (15) years from the end of production of the series of vehicles related to the supplied goods in the amount requested by Gestamp and on at least the same conditions (i.e. the last conditions applicable between Gestamp and Supplier before the end of production).
- 10. Supplier's Liability**
- 10.1. The Supplier will indemnify and hold Gestamp harmless for any damage, loss, injury, expense (including those reasonably incurred to mitigate the potential loss or liability towards third parties and any attorney's fees), claim or liability arising from (i) Supplier's performance under the Contractual Documentation; (ii) any breach by the Supplier of the Contractual Documentation and (iii) any deficiency or defect in the products and services provided by the Supplier. Without limitation, the Supplier will be liable for any claim or liability (including field actions and recalls) that Gestamp might face vis-à-vis any client or any other third party in connection with the goods or services provided by the Supplier or any delays or breaches of Supplier.
- 10.2. The liability established in this General Term is in addition to the warranty set out in General Term 9, to any penalties that may be set out in the Contractual Documentation and to any other recourse available to Gestamp under the Contractual Documentation or applicable legislation.
- 11. Insurance**
- 11.1. Regardless of the personal liability of the Supplier vis-à-vis Gestamp and any compulsory insurance required by applicable legislation for the effective fulfilment of its obligations under the Order and the other Contractual Documentation, the Supplier will be required to take out at its own cost a General Civil Liability Insurance Policy to cover any claims for damage to property and/or bodily injury and their consequences, caused both to third parties and Gestamp, as a result of or in relation to the performance of the Order, including but not limited to, Employer's Civil Liability and, when applicable, Product Civil Liability, Combination and Mixture/Transformation of coverage, Replacement Costs and Product Recall and Service Campaign Expenses. Depending on the object and particular characteristics of the Order, Gestamp shall request either in the Particular Terms or in the Order itself, specific minimum compensation limits. Without prejudice of the referred insurances, the Supplier may take out at its own expense any additional policies that it considers necessary for the total coverage of its interests and responsibilities according to the Contractual Documentation. When the product to be supplied to Gestamp by Supplier is to be integrated within Gestamp's manufacture process, the Supplier shall name Gestamp as an additional insured on any insurance policies take out under this General Term 11.
- 11.2. The Supplier must submit a copy of the aforementioned Civil Liability policy or document in support of it before the date on which the work commences. Gestamp shall be entitled to request the Supplier to increase the compensations limits included in the insurance policy if Gestamp considers them insufficient to cover the risks undertaken in relation to the Order or to undertake additional insurance policies when deemed necessary by Gestamp.
- 11.3. The Supplier shall be directly liable vis-à-vis Gestamp without Gestamp having to make any claim against the insurance company.
- 11.4. If the Supplier does not obtain and/or keep in force the insurance referred to in the Contractual Documentation, Gestamp will be entitled to obtain similar insurance coverage, the cost of which will be met by the Supplier.
- 11.5. Compliance with the provisions set out in this General Term 11 shall not excuse or limit Supplier's liability in accordance with the provisions of the Contractual Documentation.
- 11.6. The Supplier will inform Gestamp, at least thirty (30) days in advance, of any replacement, modification or expiration of any of the insurance policies referred to in this General Terms.
- 12. Assignments and Subcontracting**
- 12.1. The Supplier may not alter the purpose or the content of the Order, or partially or fully assign or subcontract the supply of goods or rendering of services to any third parties, nor assign or transfer any credit thereunder (in particular, it may not pledge or transfer them as part of a factoring scheme) unless Gestamp grants its prior express consent. Supplier hereby accepts that Gestamp may totally or partially assign the Orders placed to the Supplier in favour of any company directly or indirectly controlled by Gestamp Automoción, S.A.
- 12.2. If the services are subcontracted, in order to obtain Gestamp's authorisation, the Supplier must submit to Gestamp, prior to the date on which the work commences, a copy of the acceptance and undertaking to comply with these General Terms by the subcontractor. Gestamp shall be free to accept or reject the indicated subcontracting offer.
- 12.3. In any event of subcontracting or assignment, the Supplier will be jointly and severally liable along with the subcontractor or assignee for all the obligations of the latter. Gestamp shall be entitled to take any legal action indistinctly against the subcontractor, the assignee and/or the Supplier itself.
- 13. Confidential Information**
- 13.1. The Supplier undertakes not to disclose to third parties any information to which it has access in relation to/or as a result of the supply of goods or provision of services to Gestamp, which will be deemed to be private and confidential at all times. Confidential information is understood to include, without limitation, any kind of commercial, financial, legal or technical information about Gestamp, its affiliates and/or their customers, including but not limited to any CAD data, CAE data, 3D geometry, models, designs, commercial and industrial secrets, know-how, information about any industrial or intellectual property rights, information on expenses or sales, feasibility analysis or development projects. Confidential information will also be understood to include any information, analysis or document produced by the Supplier based on the information provided by Gestamp.
- 13.2. The Supplier undertakes to use such information exclusively for the supply of goods or provision of services to Gestamp according to the provisions of the Contractual Documentation; any disclosure of this information to third parties or any other use is expressly prohibited.
- 13.3. Gestamp may request the Supplier at any time to fully return or destroy such information.
- 13.4. The Supplier must adopt and maintain any technical and organisational measures required to ensure that its employees and/or subcontractors with access to the confidential information comply with the provisions of this General Term. Without prejudice to the foregoing, the Supplier will be responsible for any breach of the provisions established in this General Term by its employees or subcontractors.
- 14. Intellectual Property Rights**
- 14.1. For the purpose of this General Term, the term "Intellectual Property Rights", jointly refers to any inventions, patents, utility models, designs, trademarks, commercial names, domain names, software, databases, copyright, know-how, industrial, commercial or business secrets or any other kind of literary or scientific creations which may be protected as works of Intellectual Property according to any applicable law, whether they are subject to registration or not, in any country.
- 14.2. The Supplier acknowledges and accepts that all Intellectual Property Rights developed or acquired by Gestamp are the exclusive property of Gestamp (or, if applicable, of Gestamp clients), without the Supplier being entitled to acquire any right over the same and being authorised to use them only to the extent required to perform its obligations under the Order or the Contractual Documentation.
- 14.3. The Supplier acknowledges and accepts that all Intellectual Property Rights arising from the development, exploitation and supply of the goods and services provided to Gestamp as a result of the commercial relationship, automatically and exclusively belong to Gestamp free of charge. If any of the Intellectual Property Rights are not automatically deemed to be the property of Gestamp according to applicable law, the Supplier will assign, or adopt any necessary measures to ensure that the assignment is carried out by, among others, its employees, in favour of Gestamp of all the intellectual Property Rights, without this generating any additional economic right for Supplier and without any additional cost for Gestamp. The assignment of rights will be exclusive, worldwide, irrevocable and valid throughout the term of validity of the rights. Regarding copyright and related rights, the assignment includes all rights of exploitation (including rights of reproduction, distribution, public communication, availability and transformation). If the assignment of any of the Intellectual Property Rights in favour of Gestamp proves to be or becomes impossible according to applicable law, the Supplier automatically grants Gestamp a free of charge, exclusive, irrevocable, transferable and worldwide license which will be in force throughout the term of validity of the rights to use and enforce each of the rights related to these Intellectual Property Rights of the Supplier, without any restriction on the exploitation of these rights in any form and manner deemed suitable by Gestamp, by any means or method of exploitation, and in any sector of activity and with the right to sub-license to third parties. Regarding copyright and related rights, the license will include all rights of exploitation (including rights of reproduction, distribution, public communication, availability and transformation).
- 14.4. The Supplier represents and warrants that the goods and services provided to Gestamp do not violate any applicable regulations or any Intellectual Property Rights of third parties; the Supplier is responsible for any damage or claim that may be received as a result of the fact that the use and/or operation of these goods and services violates applicable regulations or rights of third parties, and undertakes to indemnify and hold Gestamp harmless against all damages and losses resulting therefrom (including, without limitation attorney's fees).

- 14.5. If either party suspects that the goods or services provided by the Supplier to Gestamp may breach applicable regulations or the Intellectual Property Rights of third parties, it must immediately inform the other party.
- 14.6. The Supplier will inform Gestamp in writing, along with its offer, of any Intellectual Property Rights developed or acquired by the Supplier prior to the commercial relationship with Gestamp and which are under its ownership or license and included in or required for the development or exploitation of the goods and services provided to Gestamp (hereinafter, jointly referred to as the "**Pre-existing IPRs**") as well as any restrictions applicable to them. If any Pre-existing IPRs are included in or required for the development or operation of any goods or services provided by the Supplier to Gestamp, the Supplier automatically grants Gestamp a free of charge, non-exclusive, irrevocable transferable and worldwide license to use and enforce each of the rights related to these Pre-existing IPRs for these purposes. Such licence will be in force throughout the validity of the said rights. Regarding copyright and related rights, the license will include all rights of exploitation (including rights of reproduction, distribution, public communication, availability and transformation).
- 14.7. The Supplier agrees to execute, acknowledge, ratify and deliver to Gestamp (or arrange for these actions to be taken by, among others, its employees) all documents that Gestamp deems reasonably required or advisable for (i) the application, protection, maintenance and enforcement of the Intellectual Property Rights worldwide, (ii) the defence of the Intellectual Property Rights against third-party violations and (iii) executing any assignment or license agreements set forth in these General Terms. The obligations of the Supplier under this General Term will apply during the commercial relationship with Gestamp and also, beyond its expiry, until the expiry date of the validity of all the rights.
- 14.8. The Supplier may not use the trademarks, logos, trade names or any other distinctive signs of Gestamp in any support whatsoever, without the prior, express and written consent of Gestamp, irrespective of the intended purpose of such use.
- 15. Data Protection**
- 15.1. If the Supplier accesses data of a personal nature as a result of the provision of goods or services to Gestamp, the Supplier undertakes to fulfil any obligations concerning personal data protection set out by any applicable data protection law.
- 15.2. The Supplier acknowledges and accepts that Gestamp will store data related to the Supplier and its activities vis-à-vis Gestamp with a view to maintaining the contractual relationship. Likewise, the Supplier shall comply with any disclosure duty in relation to those of its employees and partners whose personal data are transferred to Gestamp for the purpose of maintaining and complying with the contractual relationship. In any event, the parties affected may exercise their rights of access, rectification, cancellation and objection vis-à-vis the opposite party through written communication sent to Gestamp's registered address indicated in the Order.
- 16. Force Majeure**
- 16.1. In the event of a force majeure event, each party shall be entitled to suspend performance of its obligations under the Contractual Documentation. Supplier will not be held responsible for any delay or interruption in the delivery of goods or the provision of services, provided that it acts with all due care to minimise any damage to Gestamp. An event of force majeure is an event or circumstance which (i) makes performance impossible, (ii) is beyond the control of the affected party, (iii) occurs without the fault or negligence of the affected party and (iv) the affected party is unable to prevent by the exercise of reasonable diligence. An event of force majeure shall be, without limitation, riot, war, acts of terrorism, rebellion, revolution, insurrection of military or usurped power, earthquakes, flood, fire or other physical natural disaster (excluding weather conditions regardless of severity) and strikes at national level which affect an essential portion of the works to be carried out under the Contractual Documentation.
- 16.2. For the duration of Supplier's inability to perform due to the force majeure event, Gestamp shall be entitled to obtain the goods or services ordered under the Contractual Documentation from a third party and to proportionally reduce the quantity of goods or services specified in the relevant Order. In that event, the Supplier shall cooperate with Gestamp as required (e.g. providing Gestamp and the third party with information and data and handing over to Gestamp or the third party the Means of Production required to provide the goods or services).
- 17. Termination or Cancellation of Orders**
- 17.1. The contractual relationship arising from an Order will be extinguished when it is completely fulfilled, due to its expiry or termination, or due to the cancellation of the Order.
- 17.2. In addition to any other remedies available at law, Gestamp will be entitled to cancel one or more Orders placed (including any Orders that are pending delivery) in case of breach by the Supplier of any of its obligations. The following will constitute sufficient cause for terminating any Order:
- Any failure by the Supplier or its subcontractors to comply with applicable legislation and, especially, any of the labour, social security or tax obligations relating to the staff allocated to perform the Order.
 - Any failure by the Supplier, its employees or subcontractors to comply with the Code of Conduct, the Principles of Corporate Social Responsibility of the Gestamp Group or the Principles of the UN Global Compact.
 - Any delay in carrying out the supply or providing the service covered by the Order.
 - The termination of the legal personality of the Supplier, any change of control (direct or indirect) of the Supplier, any material change in its governance bodies, its transformation into another legal entity or the change of location of the premises of the Supplier, without the prior written consent of Gestamp.
 - The total or partial assignment of the Order, without the prior, express and written authorisation of Gestamp.
 - Any repeated failure by the Supplier to pay its creditors or contractors or the repeated failure to fulfil its contractual obligations vis-à-vis any third party.
 - Any failure by the Supplier to comply with its obligations towards Gestamp.
- 17.3. In the event of any early termination or cancellation of Orders, Gestamp may claim, besides any loss and damages, the goods and services manufactured or performed up to the date of the termination without any further condition other than the payment for the work effectively carried out. The Supplier will deliver these goods or services with immediate effect.
- 17.4. Gestamp may unilaterally terminate the contractual relationship arising from an Order, in the event that the main contractual relationship between Gestamp and its client from which said Order arises is terminated for any reason. In this case, Gestamp will compensate the Supplier for any costs incurred by the latter to comply with the provisions established in the Contractual Documentation up to the termination date. The Supplier will not be entitled to claim any other amount from Gestamp.
- 18. Information**
- 18.1. The Supplier shall be obliged to notify Gestamp immediately in writing of any of the following circumstances occurring or threatening to occur at the Supplier:
- Any direct or indirect transfer of all or a material part of Supplier's shares or any other material change in Supplier's shareholding structure.
 - Any direct or indirect change of control in Supplier.
 - Any transfer of all or a material part of Supplier's assets.
 - Shutdown, relocation or closure of Supplier's operating facilities.
 - Any (even temporary) inability of Supplier to perform any of its contractual obligations vis-à-vis Gestamp, including, without limitation, a material deterioration of Supplier's financial situation.
 - Impending insolvency or over indebtedness which would provide grounds for the institution of insolvency proceedings.
- 19. Severability**
- 19.1. If any provision included in the Contractual Documentation is held totally or partially invalid or unenforceable, this invalidity or ineffectiveness will only affect such provision or part thereof which shall be deemed severed and omitted. All other provisions and, if applicable, the remaining part of the provision shall remain in full force and effect. If required, Gestamp and the Supplier shall replace such invalid or unenforceable provision with a valid and enforceable one which achieves, as close as possible, the aim pursued by the severed provision.
- 20. Governing Law and Arbitration**
- 20.1. Contractual Documentation (including these General Terms) shall be governed and construed in accordance with the laws of the country (and state or province, if applicable) of the principal place of business of Gestamp (i.e. Gestamp's ordering company). The application of any international conventions relating to the sale of goods or the provision of services is expressly excluded and, in particular, the United Nations Convention on Contracts for the International Sale of Goods.
- 20.2. The parties agree that any dispute, discrepancy, issue or claim of any kind arising out of or in connection with the Contractual Documentation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. Arbitration shall be conducted in English language and shall take place in the capital of the country where Gestamp (i.e. Gestamp's ordering company) has its principal place of business. Arbitration award shall be final and binding on the parties. As an exception to the foregoing, in the event that such principal place of business is located in China, the parties agree that such dispute, discrepancy, issue or claim shall be finally settled under the Rules of Arbitration of the Shanghai International Economic and Trade Arbitration Commission by one (1) or more arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Shanghai. Arbitration award shall be final and binding on the parties.
- 20.3. Notwithstanding General Terms 20.1 and 20.2, in the event that a third party files a claim against Gestamp for damages on the basis of (i) death, personal injury or property damage resulting from a product defect, or (ii) an infringement of Intellectual Property Rights, in a jurisdiction different than the one applicable in accordance with General Term 20.2, Gestamp may at its discretion file and conduct the claim required to seek indemnification from Supplier in the same jurisdiction where the third party claim was filed. In such a case, the laws of the forum state shall govern exclusively the rights and obligations of the parties involved.
- 20.4. Supplier shall not be allowed to cease or delay supply of goods or performance of the services hereunder during the pendency of any dispute. If Supplier stops or delays performance because of a dispute, Supplier shall be responsible for damages to Gestamp for any losses Gestamp suffers as a result of such stoppage or delay.