

GENERAL TERMS AND CONDITIONS OF PURCHASE – THE HIDRIA GROUP

Validity: from 15/05/2017

1 Terms used

1.1 Hidria Group

The Hidria d.o.o company and companies associated with it through ownership and capital. Hereinafter referred to as the Buyer, which signs a Purchase Contract or issues a purchase order to the Supplier.

1.2 Supplier

A company, entrepreneur or another legal or natural person that undertakes to deliver a product to the Buyer.

1.3 GTCP

Hidria's General Terms and Conditions of Purchase.

1.4 Product

Products, semi products, components, raw materials, tools, services or other things that the Buyer orders.

1.5 Tools

Production equipment, special and standard tools, measuring equipment and other means necessary for the production of semi products and products of the Buyer, including knowledge, technology and documentation.

1.6 Services

Mental or other work that does not necessarily produce results in a material form. GTCP provisions that apply to goods also apply to services unless otherwise defined in these GTCP.

1.7 Purchase Contract

Any long-term or framework contract regulating the purchase of products, and contracts on product purchases signed by the Buyer and the Supplier, including the GTCP if they are not explicitly excluded.

1.8 Forecast, Order, Delivery Schedule

- A Forecast list is a delivery and quantity schedule of the Buyer's needs and is intended as a notification to the Supplier of the volume and delivery time of products the Buyer expects to order in the indicated period. The Forecast is not binding on the Buyer in terms of purchasing the forecast products or the forecast product quantities. It is only indicative data.
- The Order is a written document from the Buyer defining the terms of delivery of the purchased products (item number (code), quantity, delivery date, price, payment conditions, location, etc.).
- The Delivery Schedule includes the Forecast and the Buyer's Order, which is periodically renewed in accordance with the provisions of the Purchase Contract and the final customer's needs.

1.9 Delivery

Delivery means shipping and handing over the purchased products to the Buyer in accordance with the written contract between the Buyer and the Supplier.

1.10 Place of Delivery

The Place of Delivery is the location at which the Supplier hands over the product to the Buyer.

1.11 Corporate Social Responsibility

Corporate Social Responsibility represents doing sustainable business according to corporate social responsibility principles in ways that, at a minimum, fundamental responsibilities in the areas of human rights, labour law, environment and business ethics are met.

1.12 Product safety

Standards relating to the design and manufacturing of products to ensure they do not represent harm or hazards to customers.

2 General

2.1 The **GTCP** complement each Purchase Contract and Order. If the GTCP and the Purchase Contract or Order do not match, the relevant provision of the Purchase Contract shall prevail. The GTCP are published at www.hidria.com.

2.2 To avoid any doubt, the following shall be deemed as the Supplier having accepted the GTCP: submitting an offer, signing the Purchase Contract in a written form, confirming the Order, or starting the action required to complete the Buyer's Order. If at any time the Supplier lists terms and conditions different to those in the GTCP, these shall not in any way be binding on the Buyer without the Buyer's express confirmation in writing. Signing the Purchase Contract excludes any general and/or special terms and conditions the Supplier might have.

2.3 The Supplier is obliged to comply with logistics and quality demands, stated in recent versions of Hidria Logistics and Supplier Quality Manual.

3 Ordering and Change Management

3.1 By accepting or confirming the customer's order, the Supplier agrees and undertakes that it will, in addition to regulations which oblige the Supplier and the Buyer, respect all relevant regulations of the countries in the chain to the final destination/the final customer, to which the Products, Tools or Products are shipped to, including, but not limited to, those laws pertaining to: environment, occupation health and safety and Product Safety.

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- 3.3 The Buyer shall issue Orders and changes in writing. Only Orders in writing that are sent to the Supplier by mail, fax, email, using the Suppliers Portal or the EDI system shall be valid.
- 3.4 The Place of Delivery shall be defined in the Buyer's Order or Delivery Schedule. If the Place of Delivery is not stated in the Order, the Place of Delivery shall be the Buyer's warehouse, delivered DDP according to Incoterms 2010. In exceptional cases, the goods takeover may be carried out at another location, of which the Buyer shall notify the Supplier in advance and in writing.
- 3.5 The Supplier is obliged to send to the Buyer a confirmation of the Order within five (5) working days of receiving the written Order. If the Supplier does not confirm the Order within the stated deadline, the Buyer may cancel the Order in the subsequent five (5) working days or the Order is considered accepted even though the Supplier did not send a confirmation of the Order. Delivery Schedule is an exception (Reference: Hidria Logistics Manual)
- 3.6 For serial or Kanban deliveries, the method of confirming Orders is stated in the Purchase Contract.
- 3.7 The Supplier undertakes to inform the Buyer in writing immediately about any discrepancy that might affect the delivery time, quantity and quality. In such cases, the Supplier shall obtain from the Buyer written instructions on how to proceed.
- 3.8 Cancelling the Order by the Buyer shall be deemed in time if sent to the Supplier before the Buyer receives the confirmation of the Order by the Supplier or if it is sent to the Supplier within five (5) working days after the written Order is issued.
- 3.9 The Buyer may request an amendment of the terms and conditions of the Order, which includes specifications (drawings, construction-related modifications, etc.), date, place of delivery, mode of transport and quantity of purchased products if there is a valid reason for that.
- 3.10 The Buyer has the right to inspect the implementation of Orders at any time and the Supplier shall allow this.
- 3.11 Property right to the purchased products shall pass to the Buyer on the date they are delivered to the Place of Delivery. The Supplier's right of retention expires when the purchased products are built into the end product at the latest.

4 Deliveries

- 4.1 The Supplier guarantees 100% compliance of deliveries (quantity, on time delivery, location, quality) according to the Order or the provisions of the Purchase Contract unless agreed otherwise in writing.
- 4.2 The Buyer may reject a delivery of goods that was not carried out according to the Order or the provisions of the Purchase Contract at the expense of the Supplier.
- 4.3 All shipments must be equipped with a delivery note containing a detailed description of its contents and a full item number (code) of the Order. The Supplier is obliged to provide in writing any information related to regulations on export controls, customs duties, or domestic trade.
- 4.4 In the case of exceeding the delivery date, the Buyer may completely or partially withdraw from the Contract and/or demand the payment of a contractual penalty and compensation for actual and indirect damage incurred if it exceeds the contractual penalty.
- 4.5 The entire Order shall be deemed delayed until all the products are delivered to the Buyer. If the Order

contains multiple delivery dates, reasonable connections between them and positions apply.

5 Packaging

- 5.1 The packaging and/or purchased product shall be environmentally acceptable and in accordance with the standards.
- 5.2 At the Buyer's request, the Supplier is obliged to draw up and present a proposal for packaging and labelling, which the Buyer approves before the start of any deliveries. The Supplier shall professionally package and mark the purchased products unless agreed otherwise with the Buyer. Liability for damage to the purchased products due to insufficient or incorrect packaging shall be borne fully by the Supplier.
- 5.3 The costs of purchasing and restoring returnable packaging are set out in the Purchase Contract.

6 Contractual Penalty due to Delay or Non-Fulfilment

- 6.1 In the case of not on time delivery by the Supplier, the Buyer is entitled to charge a contractual penalty in the amount of 0.3% of the total value of the Order for each new calendar day of delay, but not more than 10% of the total Order value.
- 6.2 The Buyer reserves the right to demand compensation for damage that exceeds the value of the contractual penalty from Item 6.1.
- 6.3 If the Supplier does not meet the delivery obligation, the Buyer may withdraw from the Contract and charge the contractual penalty of 10% of the total Order value and demand compensation for actual and indirect damage if the latter exceeds the contractual penalty.

7 Liability for Damage, Deterioration of Quality and Destruction

- 7.1 The Supplier shall be held liable for damage and/or the risk of deterioration of quality, and destruction of the purchased product until the takeover of the said products by the Buyer. If the cause of damage, risk of the deterioration of quality, or destruction existed before the takeover of the purchase product by the Buyer, the Supplier shall be held liable even after the takeover of the purchased product by the Buyer.

8 Invoice and Payment

- 8.1 Every invoice shall contain data prescribed by the valid legislation of the Republic of Slovenia and the item number (code) of the Buyer's Order. The invoice for a service shall also include a record on the takeover.
- 8.2 Unless prescribed otherwise in the Purchase Contract, payment shall be effected within 90 days of delivery.
- 8.3 The Buyer shall not be obliged to pay for purchased products within the contractual deadline if they are the subject of a complaint. The payment deadline for goods that are the subject of a complaint shall commence on the date the Supplier eliminates the cause of the complaint and when the Buyer and the Supplier reach a written agreement on the amount of damage incurred due to the complaint.
- 8.4 Payment of the invoice does not mean that the delivery/Service was carried out according to the Contract.
- 8.5 The invoice may not contain clauses that are not in accordance with the offer, Order, agreement or GTC.

In the opposite case, the Buyer shall not be obliged to make the payment and/or may reject the invoice; this also applies when the invoice or documentation are deficient or not compliant with the Order, Contract, agreement or delivery.

- 8.6 Irrespective of any increase in the Supplier's costs or the emergence of other reasons affecting the price of the purchased product, the Supplier shall not be entitled to demand a higher price.

9 Quality

- 9.1 At the Buyer's request, the Supplier shall establish a quality management system according to the requirements of the latest edition of the ISO 9001 standard or IATF 16949 standard. The Supplier shall observe requirements of the ISO 14001 standard for environmental management systems and OHSAS 18001 (ISO 45001) for health and safety at work.
- 9.2 At the Buyer's request, the Supplier shall be required to allow the Buyer or its representative to carry out audits of the quality management system, including audits of the production process and of their financial condition. The Supplier shall provide the full support and assistance of its professional staff.
- 9.3 At the Buyer's request, the Supplier is obliged to submit all the documentation on quality control. The Supplier undertakes to keep the documentation on quality control according to the legislation, the provisions of the Purchase Contract, or for a minimum of five (5) years after the individual or latest delivery of goods.
- 9.4 At the Buyer's request, the Supplier shall give the Buyer access to all records related to quality testing and control, and offer professional support for deliveries of purchased products that require additional safety checks by independent certified institutions.
- 9.5 The Supplier guarantees that all its sub-suppliers are required to follow the provisions of Chapter 9 hereof and further guarantees that they are required to meet the obligations indicated under Items 9.1 through 9.3.
- 9.6 Verification of the purchased product's conformity with the requirements of the Purchase Contract shall be done after delivery or in the production process of the Buyer. If there are any cases of non-conformity, the Buyer shall inform the Supplier in writing (complaint) as soon as they are discovered during takeover or production. In the case of latent defects, the Buyer has the right to inform the Supplier in writing about the non-conformity (complaint) at any time within the warranty period.
- 9.7 The Supplier is obliged to eliminate any discovered defects immediately after being notified of the defect in writing. If the Supplier fails to eliminate the defect immediately, the Buyer has the right to decide whether to eliminate the defect themselves or through a third party. All costs related to eliminating the defect shall be borne by the Supplier. The Supplier is obliged to compensate the Buyer for any and all losses incurred due to the defect.
- 9.8 In case of non-conformity (complaint) the Supplier is obliged to provide the 8D report, according to the rules stated in the Hidria Supplier Quality Manual, Article 9.
- 9.9 A completed 8D report and confirmation by the Buyer is a condition for ending the complaint procedure. The costs incurred in the complaint procedure shall be calculated on the basis of Annex 1 - Costs of Poor Quality of Hidria Supplier Quality Manual.

10 Warranty

- 10.1 The Supplier provides a 24-month warranty on the purchased products. If a purchased product is integrated into the final product as a component, the Supplier provides a 30-month warranty. If a longer warranty period is prescribed by a regulation, the longer warranty period shall prevail. If a regulation or contract prescribes a longer warranty period for a product into which the purchased product is integrated, or for a product for which the purchased product is used, or for a product into which the Buyer's product is integrated, or for an end product into which the Buyer's product is integrated, such a longer warranty period shall also apply to the purchased product.
- 10.2 The warranty period begins once the risk is transferred to the Buyer unless the purchased product is integrated into the final product. In this case, the warranty period commences on the date of the delivery of the final product to the final customer. In the case of remedying defects resulting from complaints, the warranty period commences again after the Supplier eliminates the defects.

11 Liability and Insurance

- 11.1 The Supplier shall protect and insure the Buyer against any liability in relation to intellectual property or third-party rights arising from deliveries of purchased products. The Supplier shall ensure the Buyer has uninterrupted disposal and use of the purchased product, which includes the final customer of the Buyer's product into which the purchased product is integrated, and all users of these products. The Supplier undertakes to indemnify the Buyer against any damage incurred if a third party submits a claim related to industrial property and/or copyright laws against the Buyer on account of the purchased products.
- 11.2 The purchased product delivered by the Supplier to the Buyer shall comply with all valid EU, US, China and Japan safety regulations, for which the Supplier guarantees and bears full responsibility.
- 11.3 The Supplier is obliged to notify the Buyer about:
- Any modifications in installed materials and deliver to the Buyer any and all documentation required to demonstrate the compliance of the goods with applicable regulations (Reference : Hidria Supplier Quality Manual)
 - The content of dangerous substances or the possibility of the creation of hazardous waste while or after using the purchased products, indicating a method for safe disposal (REACH, RoHS).
- 11.4 The Supplier is obliged to compensate the Buyer for all damage and costs incurred by the Buyer and/or third parties due to a defective purchased product, or a Buyer's product into which the purchased product is integrated or for which it is used, along with all damage and costs caused by the end product into which the Buyer's product is integrated if the cause of the damage and costs incurred is a defect in the purchased product.
- 11.5 The Supplier is obliged to conclude appropriate insurance for the whole world, which will cover any eventual compensation claims from final customers in relation to product liability. The Supplier shall submit the indicated insurance policy for viewing at the Buyer's request.

12 Confidentiality and Data Protection

- 12.1 The Supplier undertakes to protect information on the Buyer and on its intention, which it acquired in relation to the Order, if such information is not generally known.
- 12.2 The Supplier guarantees to protect all the data, knowledge, and business and technical documentation it was made familiar with by the Buyer as business secrets for the entire duration of the business cooperation and at least five (5) years after it.
- 12.3 Products, technological procedures, technical solutions and other knowledge related to the product constitute the Buyer's intellectual property and the Supplier shall not deliver or submit them to third parties, or use them for any purpose other than the Purchase Contract, without prior written consent from the Buyer.
- 12.4 At the Buyer's request, the Supplier shall immediately return all original documentation that was delivered to it during their business cooperation and destroy all copies of said documentation.
- 12.5 The Supplier may only advertise its business cooperation with the Buyer upon prior written agreement.

13 The Provision of Spare Parts

- 13.1 Irrespective of whether the Purchase Contract is still in force and whether the business cooperation between the Buyer and Supplier is still active or not, the Supplier is obliged to provide spare parts for the Buyer for at least seven (7), or fifteen (15) years in the case of the automotive industry, in relation to the purchased products, counting from the date of the last serial delivery of a purchased product for serial production.

14 Termination of the Purchase Contract

- 14.1 The Buyer has the right to terminate the Purchase Contract in writing without any obligations to the Supplier in the following cases: multiple delays in delivery, recurring defects in purchased products, changes in the ownership structure of the Supplier (a change of at least 50% of the controlling rights), and when the Buyer assesses that the Supplier is not financially stable.
- 14.2 Regardless of the cause of the termination of the Contract, the Supplier of serial purchased products undertakes to provide full professional assistance to the Buyer and to bear all costs related to introducing a new Supplier.

15 Other

- 15.1 Disputes arising from the business cooperation between the Supplier and the Buyer shall be resolved before the Slovenian court with subject matter jurisdiction in the region where the Buyer is established. Slovenian law and the Slovenian version of the GTCP shall be applied in resolving the dispute.
- 15.2 The use of the Vienna Convention on the International Sale of Goods and the provisions of international private law is excluded.
- 15.3 These General Terms and Conditions of Purchase apply until amended. The Supplier is obliged to monitor/check for any changes at <http://www.hidria.com/>.
- 15.4 These General Terms and Conditions of Purchase are written in two languages. In the case of ambiguity/inconsistency, the Slovenian version shall prevail.