

Framework Agreement on Purchasing of Production Materials (EMEA)

(“Framework Agreement”)

between

[Insert name and address of the **DRÄXLMAIER** company]

– hereinafter “**DRÄXLMAIER**” –

and

[Insert name, address and creditor no. of the **Supplier**]

– hereinafter “**Supplier**” –

collectively “the parties”

1. DRÄXLMAIER is a company of the DRÄXLMAIER Group. The latter operates worldwide as a system supplier for the automotive industry. It develops, produces and markets products including but not limited to on-board electrical networks, electrical and electronic components, battery systems, and interior parts and interior systems for automobiles.
2. The supplier is a specialist in the manufacture of certain market products in the automotive industry and wishes to supply the DRÄXLMAIER Group in the future with production materials, i.e., goods that are used in a product for a motor vehicle or another product.
3. The Parties agree that the following documents forms an integral part of this Framework Agreement designated as Annexes hereto, including all ancillary documents referenced therein, apply to all supply relationships that the parties have as their subject the supply of production materials hereunder
4. If requested by DRÄXLMAIER, DRÄXLMAIER's affiliated companies and/or subsidiaries (hereinafter the DRÄXLMAIER Group) shall be permitted to place orders under this Framework agreement in their own name and for their own account. In this case, the Supplier and his affiliated companies and/or subsidiaries (hereinafter the SUPPLIER Group) undertakes to deliver products according to the ordering conditions of the respective Purchase Order.
5. The following documents form an integral part to the Framework Agreement hereunder:

<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions of Purchase for Production Materials (EMEA), R1	<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions of Quality for Production Materials, R5
<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions of Logistics for Production Materials, R4	<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions of Purchase for Equipment and Operating Materials (EMEA), R1
<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions for Non-Exclusive Development Services, R1	<input type="checkbox"/> DRÄXLMAIER Group General Terms and Conditions for Exclusive Development Services, R1

Beyond the foregoing, the relevant supply relationship also includes those proposal-specific related requirements that are provided to the Supplier by means of a link in each case on the DRÄXLMAIER Group e-sourcing portal.

6. In the event of any conflict between the provisions of the Annexes mentioned above or the related requirements and the provisions of this Framework Agreement, the provisions hereof shall take precedence. “Companies of the DRÄXLMAIER Group” means the companies affiliated with DRÄXLMAIER and based in the EMEA region. “Companies of the SUPPLIER Group” means the companies affiliated with the Supplier. “Affiliates” means all companies that are majority owned or involve majority shareholdings or equity interests in relation to each other, dependent and controlling companies, companies under the uniform management of a single controlling company, and companies that hold shares or equity interests in each other as well as, with regard to the either party hereunder, the DRÄXLMAIER Group and/or the designated third parties as listed in Annex 1, or the supplier Group.
7. Individual contracts relating to the relevant delivery item come into existence in each case between the parties with which orders or release orders for deliveries specified by amount, delivery time, and delivery location are placed and the company of the DRÄXLMAIER Group that places the relevant order / delivery release order. Further project-specific agreements (e.g., nomination letter) that are to apply in addition to this Framework Agreement are entered into between DRÄXLMAIER and the Supplier – and apply to Affiliates – or the relevant parties to the individual contract, taking into account Sec. 2.1 of the Terms and Conditions of Purchase for Production Materials.
8. Time limits for liability for defects: Where the delivery items are installed in high-voltage products of the customers of DRÄXLMAIER, an industry standard warranty period of 96 months applies, starting with the initial registration of the vehicle or replacement part installation.

In all other respects, claims regarding defects relating to delivery items shall become time-barred after a period of 66 months, starting with delivery to DRÄXLMAIER.
9. The Parties to this Agreement are entitled to terminate the Agreement by way of extraordinary termination for good cause. Good cause for termination includes but is not limited to i) if the customer of DRÄXLMAIER terminates or cancels an agreement concerning the delivery item; ii) if the Supplier has not restored competitiveness pursuant to Sec. 6 in due time (within the time limit set by DRÄXLMAIER pursuant to Sec. 6); iii) a violation of essential contractual obligations of this Framework Agreement or an individual agreement by the Supplier; in the case of a violation that can be remedied, however, only after a request has been issued to the Supplier to remedy the violation within a four-week time limit and this time limit has elapsed fruitlessly; and iv) any change in the Supplier’s shareholding circumstances that leads to a controlling interest in the Supplier being held by a competitor of DRÄXLMAIER. DRÄXLMAIER is moreover entitled to terminate the Agreement by way of extraordinary termination with immediate effect if a significant deterioration of the Supplier’s financial circumstances occurs or threatens to occur and the fulfillment of a delivery obligation toward DRÄXLMAIER is jeopardized as a result.
10. Beyond the foregoing, DRÄXLMAIER is entitled to terminate the Framework Agreement upon six months’ notice. Projects commissioned, individual contracts entered into, and orders and delivery orders placed under this Framework Agreement shall remain valid even after the termination of the

Framework Agreement unless there are individual grounds for termination in this regard. Ordinary termination of the Framework Agreement by the Supplier is excluded.

11. For purposes of the relevant projects, individual contracts, orders, and delivery orders, the Framework Agreement remains in effect until such time as these have been executed and settled or otherwise terminated or dealt with based on individual grounds for termination.
12. By way of deviation from any provisions that may be set out to the contrary in the Annexes, disputes arising out of or on the occasion of this Framework Agreement or any supply agreement entered into hereunder shall be decided by the courts in the place of jurisdiction, Landshut, Germany; legal action can also be brought against each Party in that Party's general place of jurisdiction. The laws of Germany apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
13. Amendments or addenda to this Framework Agreement or the cancellation or termination hereof are not valid unless set forth in written form. This also applies to any waiver of this written form requirement.
14. Individual invalid provisions shall not affect the validity of the remaining provisions of this Framework Agreement; the invalid provision must be replaced by the Parties with a provision that is congruent with the original provision's economic intent. The same applies in the event of a gap in the provisions hereof.

For the Supplier:

For DRÄXLMAIER:

Date, signature
[Name, position/title]

Date, signature
[Name, position/title]

Date, signature
[Name, position/title]

Date, signature
[Name, position/title]

Annex 1:

- SATS Système Automobile et Technique de Siliana S.C.S.
- UATS Union des Ateliers Technique de Sousse S.C.S
- METS Manufacture Electro-Technique de Sousse S.C.S.
- SATE Système Automobile et Technique d'El Jem S.C.S
- Dräxlmaier Electro-Technique De Jemmal S.C.S
- Draexlmaier Automotive Center Tunisia S.C.S.