

Delivery Regulations for Order Processing



between **HELLA GmbH & Co. KGaA**,
Rixbecker Str. 75, 59552 Lippstadt

- hereinafter called "**HELLA**" -

and the firm

- hereinafter called "**Supplier**" -

1. Subject of the Agreement

1.1 Orders are placed by HELLA with Supplier either

- as individual or collective orders stating the order/shipment lot, price and deadline

or

- as call-offs (for specimen see Attachment) with which HELLA notifies Supplier of quantities required and delivery deadlines, taking the agreed prices into account, in accordance with the terms and conditions set forth hereunder.

1.2 The present Regulations governs the handling of the call-offs and the communication of the data by EDI and / or fax and / or availability via WebEDI. It supplements the Framework Supply Agreement or the HELLA Purchasing Conditions in their latest valid version and any other agreements concluded with Supplier.

1.3 The procedure for call-offs described herein is a necessary instrument for supplying Hella's customers on a /requirements basis. HELLA customers demand ever shorter delivery times and a better adaptability to market conditions. HELLA can only meet these requirements with the support of its suppliers. Hence, a key aspect of the cooperation with Supplier is a high degree of flexibility and delivery reliability.

1.4 It is absolutely essential that Supplier quotes on all delivery and billing documents the order number, which applies unchanged for all call-offs over a longer period of time, stated in the HELLA call-offs together with the material number, designation and change status or revision status. Only in this way can it be ensured that the goods are accepted without delay and the payment periods agreed with Supplier can be observed.

1.5 Subsequent planning changes at short notice by HELLA customers will be notified to Supplier (in exceptional cases) in advance by fax/phone/e-mail and will be taken over in the call-offs communicated to Supplier.

1.6 Supplier must ensure that correct information regarding the delivery status of individual products can be supplied quickly in the event of any enquiries by HELLA.

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2. Data communication

2.1 Requirements will be communicated in the following way:

- Data communicated by Electronic Data Interchange (EDI);
- Data placed on the WebEDI system;
- Call-offs sent by fax.

The separately agreed terms and conditions regarding the respective forms of communication shall be heeded.

2.2 An example of the call-off and its data content is given in the attached printout. The data communicated by EDI or WebEDI is identical in respect of its key contents (e.g. order number, order quantity, order deadline etc.).

3. Explanation of call-offs

3.1 Supplier shall be obliged, with each new data communication, to check whether it has received call-offs for all materials which it supplies to HELLA. Furthermore, Supplier shall ensure that, when processing the data communicated by HELLA, the data contents are correctly transferred.

3.2 Said obligation on the part of Supplier shall apply when data is called up from the WebEDI system. Supplier shall be obliged to call up this data regularly.

3.3 Authoritative for Supplier's order position is the goods received update number stated in the call-off (= consecutively aggregated total of all shipments received by HELLA since the delivery schedule was created up to the reference date of the current call-off). Notwithstanding, Supplier shall be obliged, in the event of apparent discrepancies, to contact HELLA without delay to clarify the situation.

4. Shipment lot

4.1 Supplier shall be obliged **to deliver punctually only the currently allocated quantities**. Said obligation shall apply irrespective of Supplier's corporate responsibility for fixing internal production lot sizes or in the event of corresponding, separately agreed production releases from HELLA.

4.2 Exception:

- Materials with special agreement (lot size is regulated separately, e.g. for bulky materials etc.)
- Materials with just-in-time delivery ("KANBAN" or "KANBAN-controlled materials")
- Materials which are delivered to HELLA through a logistics services provider
- Materials which are delivered to HELLA through a consignment stock warehouse
- Other special agreements

For these materials Supplier shall receive separate information regarding delivery of the quantities required by HELLA. The call-off shall apply thereby only to the manufacture or availability of the materials.

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5. Obligation to deliver

5.1 Supplier shall be obliged to comply strictly with the deadlines (= dates of arrival at HELLA) and quantities – taking the shipment lot sizes into account (subject to the provisions set forth in clause 4) (receipt at HELLA Incoming Goods unless otherwise agreed between the parties in specific cases). The call-offs shall be deemed accepted if Supplier does not reject the respectively current call-off immediately, however not later than one working day after receipt.

5.2 The form of the rejection depends on the delivery period affected by the rejection.

The rejection shall be made in writing and by telephone for the delivery period of the next 4 weeks after call-off transmission (or any longer transit time agreed for the Products).

For the subsequent delivery period up to 12 months after call-off transmission, the rejection shall be made exclusively in the system selected as follows:

- EDI DELRSP
- EDI csv. File
- webEDI (user interface and upload function)
- webEDI (upload function for EDI suppliers).

Section 6 "Obligation to take delivery" remains unaffected by this.

5.3 HELLA shall be notified immediately in writing and verbally in the event of any foreseeable delay. If necessary, after prior consultation with HELLA, the materials shall be delivered at Supplier's expense by special carrier such as express delivery service, taxi, airfreight etc. Notwithstanding compliance with this obligation to notify HELLA for the purpose of minimizing any losses or damages, Supplier shall be liable for any losses or damages caused by delay in accordance with the provisions regarding late delivery agreed between the parties.

6. Obligation to take delivery

6.1 HELLA has an obligation to take delivery for a period of 4 weeks for finished parts and of a further 4 weeks for primary material, in each case measured from the date of the last communicated call-off.

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6.2 Otherwise, HELLA shall not be obliged to take delivery of the forecast quantities stated in the call-offs.

Lippstadt,

HELLA GmbH & Co. KGaA

..... (1st signature)

..... (Name in block letters)

..... (Department/ Function)

Supplier:

..... (Company stamp)

..... (1st signature)

..... (Name in block letters)

..... (Department / Function)

Attachments

- Specimen "call-off"