



Manual:
Supplier Requirements

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Revision level: 01	Prepared / revised	Checked	Approval
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date	13.04.2022	14.04.2022	29.04.2022

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Part I Introduction

The baier & michels group companies (abbreviated b&m in the following) belong to the internationally operating Würth Group with more than 70,000 employees worldwide.

b&m is a specialized supplier of supplies screws, nuts, washers, rivets, springs, customized connecting and fastening materials, stocking and picking systems as well as a wide range of logistics services to the Automotive industry. High customer expectations and global competition require the constant improvement of all our products and services as well as all processes and business operations. Customer satisfaction through quality in all aspects is a key success factor for b&m as a logistic and technical service provider as well as a manufacturer in the sector of fasteners technology for the international automotive industry and thus also for you as our supplier.

Reaching the zero-defect target for all deliveries is a compulsory condition that can only be achieved and secured through joint efforts by b&m and its supply base.

Avoiding defects instead of discovering defects and continual improvement in the overall process chain - customer request, quotation, order, product development, start of production, serial deliveries and field operation - are indispensable requirements which we must and want to fulfill with the active help of our suppliers.

This guideline illustrates the requirements of b&m for our suppliers and also refers to valid international standards, methods and implementation instructions (e.g. by VDA, AIAG and IATF) as well as the specific requirements of our automotive customers that are necessary to reach our goals. This enables us to implement a common quality strategy, to ensure smooth processes between our suppliers and b&m and to minimize costs.

1. NDA and customer protection

All provided documents by us including drawings, sketches, as well as samples remain our exclusive property. The supplier commits himself to prevent any kind of access to these documents by third parties, to use the documents and samples exclusively to fulfill this specific purchase order, not to copy the documents, to handle the documents and samples with care, to store them and to return them immediately upon completion of the order. Our manufacturing processes deriving from this order have to be kept confidential, must not be used in the suppliers' own production or for deliveries to competitors of b&m even after the completion of the order. Regarding new characteristics which are developed by us we reserve all rights, especially rights created by patent grant or registration of a utility model. Articles which are produced according to our documents e.g. drawings, models or equivalents or to our confidential agreements are neither to be used by the supplier himself nor be offered or delivered to third parties. The supplier is obligated to keep any information and know-how received from b&m strictly confidential. Passing on such information to third parties requires the written consent of b&m. The supplier is obligated to conclude a confidentiality agreement to that effect with its sub-suppliers. This agreement is of unlimited validity and extends beyond the duration of business relations.

In case of customer audits (see 3.B) the supplier is obliged to agree to a customer protection agreement with b&m (upon request).

2. Code of Conduct

b&m Code of Conduct is binding for all business partners. By signing b&m supplier manual the supplier confirms to act in compliance with b&m Code of Conduct which can be requested at b&m contact person or downloaded at b&m website.

https://base.baier-michels.com/img/Coc_EN_2022_bm-Group_nov.pdf

Part II Supplier Quality

3. General requirements to suppliers

a. Quality and environmental management system

The supplier has effectively implemented a quality management system in his company and thus proves his quality capability.

A quality management system which meets the requirements of IATF 16949 (current version) is a precondition for a supplier relationship with b&m. The minimum requirement is a certificate on the basis of the current version of ISO 9001. However, the supplier should strive for a certification in compliance with IATF 16949 (current version) and ISO 14001 (current version) for the environmental management system.

Additional requirements may be defined in the current versions of VDA volumes and/or in the AIAG reference manuals. In addition, the customer specific requirements of the respective automotive end customers shall be observed.

All products delivered to b&m have to comply with all legal and governmental regulations of the production plants and of the end user location (e.g. EU directive 2000/53/EG, REACH, RoHS, IMDS, conflict minerals regulations acc. Conflict-Free Sourcing Initiative).

b&m shall be notified of the expiration of a certificate without scheduled recertification not less than three months prior to the expiration date. New certificates shall be submitted to the b&m purchasing department proactive by the supplier. The withdrawal of a certificate shall be reported to b&m in writing immediately. b&m reserves the right to conduct audits with its customers upon short-term prior notice at the supplier's production plant, if need be.

The supplier makes sure that his sub-suppliers also meet the requirements mentioned above. To provide evidence, the supplier is able to furnish the valid certificate of an accredited certification company. If the supplier subcontracts, the requirements of this guideline must also be fulfilled by his sub-contractors. The use, and any change, of sub-contractors must be announced to b&m in due time and is subject to approval. A production process and product approval (initial sampling) shall be conducted.

b. Identification and traceability

On delivery notes and invoices, at least the b&m order number, the b&m part number and the supplier's batch number shall be indicated. For deliveries in reusable packing (e.g. SLC = small load carriers), number and type of the packaging used shall be documented on the delivery note.

The supplier has to make sure that once a quality deficiency is detected it must be possible to identify immediately which products and delivery batches are, or could be, affected altogether (tracking the batch back to the used pre-material batch).

Upon request, the supplier issue certificates of origin and makes the customs tariff number of the products delivered to b&m available.

c. Documentation

The supplier undertakes to keep documents and records serving the traceability of the

services rendered for a minimum of 15 years in order to allow access to them immediately (see also VDE volume 1). b&m forwards any changes of the specification (drawing, standards, etc.) to the supplier immediately upon receipt so that the changes can be incorporated in all documents used for production within a reasonable time frame. b&m keeps records on when changes are initiated and passed on to the supplier.

d. Obligation to provide information

The supplier informs b&m of any essential changes on production parts or production processes min. 6 months before planned implantation and/or the organization of the quality management system (including production machine change or re-location). Any changes to the defined product specifications require the written consent of b&m and, if required, a new production process and product approval (initial sampling) prior to the first delivery.

e. Continual improvement process

The supplier has implemented a structured process of continual improvement for all products, processes, operating procedures and services in his company. The supplier can prove that he uses it for the products delivered to b&m and the activities associated with this business relationship. Supplier verifies the effectiveness by continuous improvement of the quality performance, prices, delivery performance, flexibility and cooperation. The corresponding program and measures for continual improvement are presented to b&m upon request.

f. Monitoring the implementation of the agreements

b&m is authorized, subject to prior notice, to monitor the measures agreed upon in this guideline for proper implementation and thus ensure their effectiveness.

4. Advanced quality planning

We have made it our task to involve our suppliers in the quality planning of a new project at a very early stage. As a matter of principle, we require our suppliers to conduct systematic quality planning within the framework of project management. This planning comprises both the parts manufactured by the supplier and the purchased parts. Unless otherwise agreed, it must be pursued and implemented continually, starting from the prototype phase to the production pre-launch phase to volume production.

The following planning steps shall be conducted by the supplier as a minimum:

a. Team building

The supplier must deploy interdisciplinary teams for preparing the production of new or modified products and may use its own layouts as form sheets or specifications.

b. Feasibility analysis

Technical documents prepared by b&m (e.g. drawings, specifications, packing regulations, requirement specifications, etc.) must be analyzed and evaluated by the suppliers within the scope of contract review. This review gives the supplier the opportunity to incorporate its experience and proposals to the benefit of both parties. The feasibility analysis shall be provided to b&m with the corresponding quotation.

c. Process flow chart

The supplier prepares a process flow chart covering the entire process chain. Flow charts shall be created for all products. They must include all information about process steps, internal/external transports, means of transport as well as the machinery, equipment and resources to be used. Any required manufacturing and raw part drawings as well as process descriptions shall be prepared in accordance with the requirements.

d. Process Failure Mode and Effect Analysis (FMEA)

The supplier conducts risk assessments (FMEA) for all processes involved in the manufacture of products to be furnished to b&m and updates the FMEAs every time deviations occur in the product and/or process quality and whenever the process is changed. All parameters involving product safety shall be incorporated in the analysis. Any points evaluated as critical shall be improved immediately by means of suitable corrective and preventive actions so that specification, characteristics and product safety as well as capable manufacturing can be guaranteed. For implementing such actions, deadlines and responsibilities must be specified and presented upon request.

e. Control Plan

The control plans shall consider the results of the process-FMEA, experience from similar processes and products as well as the application of improvement methods, etc. Based on the control plan, the supplier ensures the compliance of all series tests taking into account the defined measuring and testing instruments and sampling schemes. The control plan and all associated documents (records on the part and process approvals and the test results) shall be made available to b&m upon request.

f. Raw material, external services

The supplier autonomously conducts an appropriate incoming inspection for raw materials, purchased parts, external services and external production in accordance with the specifications and/or the technical requirements by b&m. The traceability of all raw materials, purchased parts, external services and external production must be ensured.

g. Sub-suppliers

The supplier is fully responsible for the goods and services from its sub-suppliers and must ensure the quality capability of its sub-suppliers, e.g. by means of regular audits.

Within the range of its possibilities, the supplier tries to support b&m in its endeavor to conduct audits at their sub-suppliers if required.

5. Initial sample process

For the purpose of product approval, the supplier shall present initial samples prior to the start of serial production that comply with all specifications and characteristics agreed upon. This allows any deviations to be corrected in time and thus systematic errors to be prevented in volume production. Without the parts and process approval, serial production is generally not permissible. The initial samples must be manufactured completely using series equipment and under series conditions.

When ordering the initial sample report (ISR), b&m defines in advance whether the initial sampling process shall be carried out in accordance with the requirements of the current version of VDA volume 2 or the AIAG reference manual "Production Part Approval Process – PPAP". At this stage, the desired submission level is also defined.

a. Reasons for initial sampling

Besides new parts/products, the following circumstances imperatively require an initial sampling process:

- Correction of a non-conformity in an ISR previously disapproved by b&m
- Product modified based on a change in design documentation, specifications or materials used
- New or modified tools (with the exception of rapidly wearing tools, such as e.g. thread rolling dies etc.), dies, molds, models etc., incl. accessory or spare tools
- Change of production procedures or methods
- Relocation of tools or production facilities to another plant
- Change of suppliers, materials or services (e.g. heat treatment)
- Re-approval after the tool for production was out of service for twelve or more months
- After b&m has requested the deliveries to be stopped due to quality problems following coordination

b. Components of the initial sample report

As a part of the sample order the supplier will receive the b&m-form "ISR Checklist for Suppliers". With this the supplier will be informed about the required documents and evidences needs to be submitted. If no "ISR Checklist for Suppliers" has been sent, PPAP Level 3 is requested.

c. IMDS requirements

In accordance with EU directive 2000/53/EG (directive on end-of-life vehicles), the use of various substances is prohibited or restricted in the automotive industry. To verify compliance with this directive, the constituents shall be entered in the International Material Data System (IMDS -> www.mdssystem.com) and made available to b&m through this platform for review and approval (IMDS company ID for b&m to be requested at b&m contact person.)

Entering the constituents in the IMDS is an integral part of the initial sample test report. The ID number of the item in the IMDS shall be noted on the ISR cover sheet.

d. Requalification test

Contents, scope and intervals are coordinated between b&m and the supplier prior to start of serial production and documented in the production control plan. Unless otherwise agreed, the requalification shall be conducted upon request and contain the following documents:

- PSW (cover sheet)
- Measurements report acc. to b&m drawing with references
- Material certificate

In the event of negative test results, the cause of error shall be determined, remedial measures initiated and the b&m quality department informed immediately. According to the production control plan, all products shall be subjected to a dimensional and functional test taking into consideration the customer specifications for material and function to be applied. Upon request, the supplier submits the documentation to b&m within 3 work days.

6. Serial production

a. Process and work instructions

The supplier must prepare written process and work instructions for the persons involved in performing the processes. The scope of process and work instructions is determined by the respective process and by the training level of the employees.

b. Preventive maintenance

The supplier is obliged to set up and maintain a comprehensive system of preventive maintenance for the production facilities. The preventive maintenance plans and the maintenance carried out according to them must be documented and be available for review by b&m.

c. Setup verification

Following conversion of production as well as in case of new setups, it must be ensured that the requirements and specifications of the product comply with the manufactured item. For this purpose, a setup verification and first piece inspection shall be carried out. The results shall be documented and archived (e.g. quality control chart).

d. Serial testing

Essentially, all product and process characteristics are important and must be kept in a reliable process. Special characteristics require proof of process capability (see „Process and machine capability“). To this end, the supplier must monitor these characteristics using suitable methods, e.g. quality control charts (SPC). If the process capability cannot be verified, a 100%

check shall be conducted. Special characteristics that are not measurable or are verifiable only by destructive testing shall be monitored by means of suitable methods and within a reasonable scope. Where required, the appropriate limit samples shall be agreed upon between b&m and the supplier prior to start of serial production.

e. Testing instrument, process and machine capability

By applying suitable statistical methods, the supplier ensures that the machines, tools, measuring and testing instruments as well as the processes in which they are used are suitable and capable for manufacturing the products to be delivered to b&m.


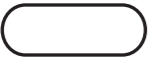


▪ **Testing instrument capability**

The supplier determines the testing methodology for all characteristics using the appropriate testing instruments. For all planned measuring systems, the testing process suitability shall be verified. It shall take into account the entire measuring procedure and the tolerance of the characteristic to be measured.

▪ **Process and machine capability**

The performance of the machine and process capability inspection is essentially regulated in VDA volume 4, part 1, and shall be conducted accordingly.

The characteristics for which proof of capability must be furnished are laid down by b&m with the supplier drawing. This, however, does not release the supplier from the responsibility to define further characteristics that involve his own processes or could be the sub-suppliers' characteristics. Special and critical characteristics are marked on the b&m drawings with various symbols. The symbols, their meaning and the requirements of machine and process capability to be derived from them are shown in the following overview:

Symbol	Meaning	Requirements
	Critical Character	Machine Capability Index $C_{mk} \geq 1,67$ Temporary Process Capability Index $P_{pk} \geq 2,00$ Process Capability Index $C_{pk} \geq 1,67$
	Testing Character	Machine Capability Index $C_{mk} \geq 1,67$ Temporary Process Capability Index $P_{pk} \geq 1,67$ Process Capability Index $C_{pk} \geq 1,33$
	Functional Character	Machine Capability Index $C_{mk} \geq 1,67$ Temporary Process Capability Index $P_{pk} \geq 1,67$ Process Capability Index $C_{pk} \geq 1,33$
	Safety Character	Machine Capability Index $C_{mk} \geq 2,00$ Temporary Process Capability Index $P_{pk} \geq 2,00$ Process Capability Index $C_{pk} \geq 1,67$

If these minimum requirements are temporarily not fulfilled, 100% tests must be carried out until the required capability is reached through suitable corrective actions. If capability indices cannot be reached for technology or process reasons, this shall be communicated to and coordinated with b&m already in the sampling phase.

7. Delivery and incoming goods inspection

The packaging shall be in accordance with the part-specific packaging instructions by b&m. In absence of packaging instructions, the supplier guarantees proper and adequate packaging. Delivery dates, with reference to the b&m order number, shall be reported to the dispatcher in charge at b&m by means of an order confirmation, and must be strictly observed.

The required inspections in accordance with the requirements of the production control plan are performed at the supplier's premises.

On top of that, b&m conducts an incoming goods inspection which includes a check for identity, visible external damage, quantification and spot-check of dimensional conformity in accordance with the requirements of the production control plan.

8. Complaint processing / 8D Process

If complaints arise, i.e. if b&m receives products or services that do not comply with the required specifications, an inspection report will be prepared and forwarded to the supplier. The inspection report will be provided by the b&m entity, that is in direct contact with the end customer. The supplier recognizes, that any b&m entity may file a complaint, regardless of the commercial contract, and will provide the necessary support.

Following receipt of the complaint, the supplier immediately triggers its 8D process to initiate immediate measures and report them back to the inspection report processor within 2 working days. In general, b&m expects the supplier to conclude the 8D process within 10 work days. In special cases that do not permit a conclusion within 10 work days, this shall be coordinated with b&m, and a new completion date agreed upon.

To determine the root cause of the deviation (D4) the "5-WHY method" is mandatory to be applied. If necessary, due to customer specific requirements, other root cause analysis methods (e.g. Ishikawa) have to be applied.

The resulting completed 8D report shall be submitted to the processor at b&m unasked by the agreed deadline. b&m reserves the right to monitor the implementation and effectiveness of measures at the supplier's premises within the framework of a short-term product and process audit.

The supplier shall take back any defective products or delivered products or parts thereof that are not in compliance with the contract, and replace them with faultless parts if the goods delivered are of no use for b&m.

It is subject to coordination whether the whole shipment is returned or whether the supplier delegates some of its own staff, or assigns external service providers, to the customer's company in order to conduct a 100% examination and sorting of the objects delivered under the contract.

If the supplier fails to observe an established, reasonable period of grace without having eliminated the deficiency or delivered replacement, b&m has the right to eliminate the deficiencies noted on its own, or have it eliminated by a third party, or procure replacement otherwise.

The supplier accepts financial responsibility for the consequences of non-conforming product including costs incurred for containment, sorting, premium freight, rework, repair costs, administration expenses and replacement of defective material.

The supplier's warranty for replacement deliveries is the same as agreed for the original delivery; the warranty period for replaced goods starts running anew.

If deficiencies are noted, they shall be reported to the supplier immediately upon discovery. In this respect, the supplier waives the claim of late notification of deficiencies. The supplier is in any case also liable for consequential damage. b&m and/or the end customer is required to present the necessary evidences accordingly.

In any case, the supplier must ensure that b&m will not stop the line of its customers caused by supplier's quality issue.

9. Other applicable documents

Details concerning the standards and methods of quality management outlined in this guideline can be found in the following applicable documents in their respective latest edition.

- ISO 9001:2015 „Quality management systems, requirements“
- ISO 14001 “Environmental management systems”
- IATF 16949 “Quality management systems – Special requirements for volume and spare parts production in the automotive industry”
- QS-9000-Manual “APQP – Advanced Product Quality Planning”
- QS-9000-Manual “PPAP – Production Part Approval Process”
- QS-9000-Manual “SPC – Statistical Process Control”
- QS-9000-Manual “MSA – Measurement System Analysis”
- VDA volume 1 “Documentation and archiving”
- VDA volume 2 „Assurance of quality of deliveries“
- VDA volume 4 „Assurance of quality in the process landscape“
- VDA volume 4, part 3 „Assurance of quality prior to volume production – project planning“
- VDA volume 5 „Testing process suitability“
- VDA volume 6, part 1 „QM System Audit“
- VDA volume 6, part 3 „Process Audit“
- VDA volume 6, part 5 „Product Audit“
- VDA/AIAG “Harmonized FMEA”
- Directive 2002/95/EG RoHS „Restriction of the use of certain hazardous substances in electrical and electronic equipment“
- Directive 2000/53/EG “Directive on end-of-life vehicles”
- EC directive 1907/2006 REACH „Registration, Evaluation and Authorisation of Chemicals”

Part III Commercial

10. Purchase orders

Deliveries without purchase orders in writing will be refused. The supplier accepts the purchase order by returning a duly stamped and underwritten copy of the purchase order and/or by sending an order confirmation on the company letterhead. If within five (5) working days after its receipt the supplier has not provided to return an order confirmation or the purchasing order duly signed, b&m will consider the order entirely accepted.

The started execution of the purchase order by the supplier constitutes complete acceptance of it, relevant documents included (technical specifications, terms etc.). The purchase order, the special conditions and the enclosures represent the entire agreement between the parties and prevail upon any previous agreement regarding the object of the supply. The acceptance of the purchase order and its enclosures by the supplier automatically cancel the general conditions of sale of the supplier.

11. Prices and invoices

The prices stated in our purchase orders and/or agreed with the supplier shall be fixed prices. Any change during the delivery period shall be excluded, especially in the case of call orders. We will not accept price escalation clauses.

Prices are exclusive of statutory VAT. Changes in tax laws or other changes in circumstances and conditions shall not entitle the supplier to increase the prices subsequently. The ordering party will be free to choose whether to effect payment on the basis of the exchange rate which is applicable on the day of the purchase order or on the basis of the rate applicable at the due date.

Invoices have to be sent under separate cover or by e-mail. Invoices for services have to be enclosed with copies of certified payroll or timesheets.

It is expected, that the supplier is able to keep all machines, tools, processes, etc., that are required to produce the parts on our purchase orders, in the necessary condition to allow a production for a minimum of 15 years.

12. Non-transferable credit

Credits derived from the supply may not, in any case, be transferred to third parties without a prior written consent of a legal representative of b&m.

13. Transfer of risk and reservation of proprietary rights

The supplier bears the risk until the goods have reached the agreed destination as defined by b&m. The transfer of risk to us basically takes place when the goods are delivered to the receiving station as determined by b&m. As soon as the goods are received by us, they become our possession. We do not accept a reservation of proprietary rights.

14. Partial deliveries, short and excess deliveries

Partial deliveries are not considered a contractual fulfillment unless we accept them. In case of a short delivery by a maximum of 10% the missing part of the delivery will be cancelled. In case of excess deliveries, we reserve the right to return the goods to the supplier at his expense.

15. Date of delivery

The deadlines and periods stated in the orders are binding and are understood as applying at the ordering party's delivery location. Deliveries and services are only considered to have been provided in full and on-time if they have the agreed and assured characteristics and quality.

If deadlines are not complied with, the supplier is in default without requiring a reminder by b&m. If the supplier fails to meet the deadline, b&m is entitled to request compensation for the damage. To compensate by the supplier are in particular:

- Additional freight costs, costs for special freight/expedite deliveries
- Setup change costs
- Extra costs due to additional working shifts, as well night or weekend shifts
- Expenses caused by production outage and business interruption
- Expenses of b&m based on claims of third parties against the buyer, for any reason, caused by delayed delivery of the supplier
- Lost profit of b&m or its customer

The acceptance of delayed deliveries or service does not undermine the right to claim damages. The right to assert further damages is reserved.

Deliveries earlier as agreed are only accepted with our consent. In the event of delivery earlier than agreed, we reserve the right to return it at the supplier's expense. Where an early delivery is not returned, the goods shall be stored by b&m until the agreed delivery date at the supplier's expense and risk. In the event of early delivery, we reserve the right to make payment only on the agreed due date. We cannot accept delivery at the end of the month (i.e. at least 3 days before the end of the month) if not agreed in written form from b&m.

The supplier assumes liability for the delay in delivery also in case of default in delivery of its sub-supplier or pre-supplier.

In case the supplier is overdue with confirmed delivery dates and in case the production schedule at the customer, third parties or the OEM require an expedited delivery to avoid further negative impact, the supplier is fully responsible and has to assure that the required amount of goods are being provided to the requested delivery place, where the delayed products are actually required, regardless of where parts have originally been ordered to and regardless of the normal Incoterms.

16. Warranty and product liability

The warranty of defects and scope of product liability are based on legal regulations. The duty to inspect the goods and to give notice of defects starts upon receipt of the goods. This date is also applicable in cases where the goods already passed into our safekeeping or the goods were transferred to one of our forwarding agents, carriers, or other agents. Regarding the duty to inspect the goods and to give notice of obvious defects we are granted a fixed period of 15 working days upon goods receipt. The supplier is liable for consequential damage.

17. Extended manufacturers liability

The supplier undertakes to maintain a comprehensive risk management in the company in order to minimize the risk from compensation claims. The supplier shall maintain a product liability insurance for damages caused in respect of any losses borne by third parties and/or any damages caused to third parties due to defective products, caused by the materials used in the manufacture of products.

The extended product risk, including recall actions, is covered by the supplier's product liability insurances. It is to be understood that, except where otherwise agreed by both parties, insurance cover shall never be less than two million euros (€2,000,000).

Supplier hereby undertakes to pay all premiums (giving relevant evidence to b&m if requested) for insurance cover, to notify b&m that such an insurance policy had been signed before deliveries commence, and likewise to make prompt notification to b&m of any changes which may be made to the insurance policy. The supplier submits insurance policy to b&m on request.

18. Usage of our brand names

If items bearing one of our brand names, or the b&m logo are returned by us or rejected, the goods must not sold to third parties. For each case of violation, a contractual penalty comes into force of double the commodity price, at least € 10,000.00.

Supplier shall not use in advertising, publicity, or other marketing activities, any name, trade name, trade mark, acronym or other designation of b&m, including any contraction, abbreviation or simulation of any of the foregoing, without b&m's prior written consent in each case.

19. Patent rights

The supplier frees us and our customers from claims of third parties referring to infringements of copyrights, trademarks or patents, provided that the draft of a delivered good is not ours.

20. Force Majeure

Strike, lock-out, disruption of operations, official orders, natural disasters, power outages and other situations, that are beyond the control of b&m, may lead to a reduction of the consumption of goods. In these cases, that are regarded as force majeure, b&m is entitled to cancel the contract partly or as a whole.

Part IV Legal framework conditions

21. Remedies for breach of contract

Without prejudice to its statutory claims, b&m has the right, in the event of contract violations or violations of the supplier's obligation of cooperation, to refuse the acceptance of goods ordered until the supplier can prove that he complies with the quality assurance procedures stipulated in the contract and/or presents b&m adequate corrective actions.

22. Place of performance, place of jurisdiction, applicable law, contract language

All products and materials which are supplied have to accomplish with the current regulations of the buyer's domicile and in the manufacturing country. The place of performance for delivery and payment is the destination at which the delivery has to be carried out according to the order.

Place of jurisdiction for all legal issues is exclusively the court competent for the buyer's domicile. If the supplier's company is seated abroad, the following law applies: For all legal issues resulting from this guideline which are not regulated here, the United Nations Convention on Contracts of International Sale of Goods (CISG) applies. Apart from that, the legislation of the buyers domicile is applicable.

23. Scope of validity

This b&m supplier manual is binding for all products and services supplied by any supplier to b&m group companies. b&m supplier manual for supplier is effective without exception. Other terms or conditions contrary to or differing from our regulations won't be accepted unless we approved them explicitly in written form.

The supplier is obliged to use the current valid version of b&m supplier manual, which is published for download at b&m website www.baier-michels.com/downloads or can be requested at a b&m contact person. Changes will be communicated in writing to the supplier and acceptance is confirmed, if the supplier does not reject the new version within thirty (30) calendar days of receipt. In case of rejection the previous version stays in place until a resolution is reached.

24. Severability clause

If one of the agreed clauses mentioned above is completely or partly void, the effectiveness of the purchasing conditions is not concerned. The parties agree that such a void clause will be replaced by an effective one which best approximates the meaning of the void clause.

Part V Supplier logistics

Further applicable documents:

25. Appendices each b&m location concerning

- a. Transportation
- b. Dispatch
- c. Documents
- d. Packaging
- e. EDI
- f. Declaration of Origin of Goods

Part VI Supplier signature

Christian Richter
Vice President b&m Group

Date and authorized signature

Name and function

Supplier company name / company stamp

Change History

Rev. 00	12. April 2018	Created
Rev. 01	29. April 2022	Section 2: link updated Section 3a: revised ISO/TS vs. IATF Section 3d: revised Section 5d: revised Section 8: revised Section 9: doc revisions updated Section 10: changed from 3 to 5 days for order conf. Section 15: revised Section 20: revised Section 23: revised

b&m internal notation:

Date/signature:

Name/function:

b&m location:

Supplier manual including appendices to be sent to: einkauf@baier-michels.com

Document status: Revision level: 01 / 29.04.2022

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