

# Delivery Regulations for Order Processing

dated: 07/ 2004

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between

**Behr-Hella-Thermocontrol GmbH,**  
Hansastr. 40, 59557 Lippstadt

- herein after referred to as "**BHTC**" -

and

- herein after referred to as "**Supplier**" -

Behr-Hella Thermocontrol GmbH places orders with suppliers either:

- with individual or collective orders on the relevant pre-printed forms stating the batches orders to be delivered with price and delivery date

or

- with delivery schedules, in which BHTC shows the requirement quantities week by week, observing the agreed prices.

The following regulations represent the basis for the placement and processing of orders under the system of delivery call-offs and/or remote data transfer (via modem), and supplement BHTC's General Terms and Conditions of Purchasing (see appendix) in their most recently amended form, or alternatively the agreements made with the supplier under contract.

## **1. Data transfer**

### **1.1. Single and multiple orders**

All orders will to be transmitted via facsimile, per mail or via data transmission.

### **1.2. delivery schedule**

Requirement figures will be sent to you in the following way:

- Delivery schedule as shown in the appendix, by mail or facsimile.
- Transmission of data via modem with a print-out of the data or alternatively for further processing by the supplier.

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- Transmission of the data via Internet (WEB-EDI) which allows a print out or a download of the data by the supplier.

Only if BHTC order level has changed an amended delivery schedule will be issued otherwise the latest issued document will be binding.

In this case the obligation to deliver the forecasted and fixed quantities, as defined in clause 5 (Off-take obligation) of this contract are adjusted on a weekly basis.

## 2. Explanation of delivery schedule

In annex 1 - 3 you will find an example of the delivery schedule and its possible methods of transmissions as described under point 1.

The Supplier has to make sure that the data supplied by BHTC is up-dated correctly when it is being further processed.

## 3. Delivery batches

Regardless of the supplier's internal decisions on production batches, attention should be paid to ensuring that only those quantities transmitted are delivered on the dates set.

### Products with Electronic-KANBAN (E-KANBAN) handling:

The detailed release order of the products will be carried out by using the E-KANBAN-System. The supplier has to follow the guidelines of the E-KANBAN System, controlled by a system that indicates the stock coverage. A separate instruction manual operators guide is available.

The following warning signals for the actions are to be considered:

- **“Green”**: The delivery should be carried out, however the maximum quantity should not be exceeded. Otherwise it's classed as an over delivery.
- **“Yellow”**: The delivery has to be carried out.
- **“Red”**: The “red” status is not to be avoided; this means that the supplier is currently defaulting on delivery.

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## 4. Delivery dates

The dates stated in the delivery schedules are to be met; taking into account delivery batch sizes (they are the dates on which the goods must be received by BHTC).

If the products are delivered by using the E-KANBAN-System, the terms of delivery of the E-KANBAN-System in regard to the delivery dates are binding.

Unless the Supplier informs BHTC immediately to the contrary, the stated delivery dates will be binding.

### Delivery arrears

BHTC must be informed immediately, in writing as soon as a possible delay in delivery becomes apparent. Articles must if necessary be delivered by special transport (at the suppliers' expense) such as messenger, taxi, air freight, etc.

## 5. Off-take obligation

BHTC accepts the obligation to take the articles in accordance with the delivery call-off for:

- Intermediate material:           6 weeks
- Finished parts:                   3 weeks

Future delivery schedules which exceed BHTC's obligation to accept are stated as forecasted quantities. The forecasted and fixed quantities are described in annex 6.

## 6. Flexibility of deliveries

The supplier assures a weekly delivery flexibility of +/- 15%, based on the required quantities of the relevant delivery schedule.

## 7. Delivery obligation

If the articles being supplied under contract have been developed specially for BHTC, and especially if BHTC has directly or indirectly borne at least part of the cost of developing them, the Supplier shall be under an obligation to supply them to BHTC in accordance with BHTC's requirements and to accept orders from BHTC for so long as BHTC requires these articles. However, the Supplier shall derive no legal right to the off-take of any specific quantity, regardless of the provisions of Clause 5 above, unless anything to the contrary has been specifically agreed.

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## 8. Data exchange and consignment

The supplier forwards the following documentation via data transmission in accordance with the required VDA regulations:

- Delivery notes (VDA 4913) (Data can be transmitted by EDI or WEB-EDI)
- Goods issue slip (VDA 4912)
- Material tags (VDA 4902)

The use of different systems must be verified by BHTC. Should new operating procedures be developed, BHTC retains all right to implement these procedures in accordance with the supplier.

## 9. General

It is absolutely essential that the Supplier should always list the order number in all delivery and invoicing documents which is given in BHTC's delivery call-offs and remains unchanged over long periods of time for all call-offs, as well as the item number and description. This is the only way of ensuring that receipt can be taken quickly of the goods and that the payment terms agreed with the Supplier can be adhered to.

### Enclosures:

- Sample "Delivery Schedule"
- Identification of the estimated and fixed quantities

Lippstadt,

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**Behr-Hella-Thermocontrol GmbH**

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**Supplier**