

# Delivery Regulation For Order Processing

**BHTC**

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

– hereinafter referred to as “**BHTC**” –

and

– hereinafter referred to as “**Supplier**” –

## Preamble

This Delivery Regulation for Order Processing (“**Agreement**”) shall amend the “Framework Supply Agreement for the Procurement of Manufacturing Materials” (“**Framework Supply Agreement**”) entered into between the parties or, if the parties did not conclude such agreement, the General Terms of Purchase for Production Material of the BHTC Group (currently available at: <https://www.bhtc.com/en/company/purchasing>) as may be valid from time to time, and/or any other agreements entered into with Supplier.

## 1. Subject Matter of the Agreement

- 1.1. Purchase orders for parts or any other contractual goods/ items (collectively “**Products**”) will be placed by BHTC with Supplier by transmitting either:
  - individual or collective purchase orders for Products, using BHTC purchase order forms; or
  - delivery schedules which include, without limitation, a detailed list of specific required quantities and the corresponding delivery dates, i.e., by means of which BHTC calls off the delivery of the Products upon the agreed prices and conditions pursuant to the terms and conditions set forth herein (“**Delivery Call-Offs**”).
- 1.2. This Agreement governs exclusively the handling of Delivery Call-Offs and the transmission of data via EDI and/or their provision via WebEDI. The terms of this Agreement shall not apply to the transmission and confirmation of individual or collective purchase orders.
- 1.3. The procedure for Delivery Call-Offs described herein is a necessary instrument for supplying BHTC’s customers on a requirement basis. The customers of BHTC increasingly demand shorter delivery periods and better adaptation to market conditions. These requirements can only be fulfilled by BHTC with Supplier’s support, a high degree of flexibility and strict adherence to delivery dates being a crucial element in the cooperation with Supplier.
- 1.4. It is mandatory that Supplier states in every delivery and invoice document the purchase order provided in the BHTC Delivery Call-Offs, which remains unchanged over a longer period of time for every call-off, in addition to the material number, designation and change status or revision status. This is the only way to ensure that the goods are received without delay and the payment terms agreed with Supplier can be met.

- 1.5. Short-term rescheduling made by customers of BHTC will be included in the Delivery Call-Offs sent to Supplier (even if they relate to the period of an agreed "Frozen Zone", see Clause 6.2 below). They shall be additionally notified to Supplier in advance by telephone/email. Clause 5.2 below shall fully apply to the confirmation of corresponding Delivery Call-Offs.
- 1.6. In the event of any inquiries by BHTC, Supplier must ensure that correct information regarding the delivery status of individual Products can be immediately made available.

## 2. Declaration of Delivery Call-Offs and Transmission of Data

- 2.1. Except where agreed otherwise in writing, BHTC will transmit to Supplier the Delivery Call-Off by means of a rolling delivery schedule which will be updated on a weekly basis.
- 2.2. The Delivery Call-Offs will be transmitted in the following manner:
  - Transmission of data via Electronic Data Interchange (EDI);
  - Provision of data in the WebEDI system.

As regards the individual options of data transmission, separately agreed terms and conditions (e.g., EDI Agreement) shall be observed, if any.

- 2.3. The description regarding the set-up of the transmission of Delivery Call-Offs via EDI is available at the following link: <https://www.hella.com/hella-com/en/Download-center-1894.html>
- 2.4. The WebEDI process description is available at the following link: <https://www.bhtc.com/en/company/purchasing>.

## 3. Verification of Delivery Call-Offs

- 3.1. Upon each new data transmission via EDI, Supplier shall be obliged to immediately verify whether Supplier received Delivery Call-Offs for every Product which it supplies to BHTC. Furthermore, Supplier shall ensure that the data contents are correctly updated during further processing of the data transmitted by BHTC.
- 3.2. Supplier shall have the same obligation when retrieving data from the WebEDI system. Supplier shall be obliged to immediately retrieve such data on a regular basis and in compliance with the BHTC practice regarding the entering of updated Delivery Call-Offs, in particular if Supplier receives automatic reminders via the system (e.g., via email).
- 3.3. The decisive factor for the order status of Supplier is the cumulative received quantity stated in the Delivery Call-Off (= continuous summation of all Products received by BHTC since the creation of the delivery schedule up to the reference date of the current call-off). Irrespective thereof, Supplier shall be obliged to immediately contact BHTC for clarification in the event of any obvious discrepancies.

## 4. Punctual Delivery, Deviating Agreements

- 4.1. The quantities scheduled in the Delivery Call-Off shall be delivered punctually. With regard to a Delivery Call-Off which was confirmed or is deemed to be accepted pursuant to Clause 5.2 below, joint delivery of scheduled quantities with different delivery dates, or delivery of excess quantities shall only be permitted if this is subsequently separately agreed with BHTC.
- 4.2. The foregoing obligations shall apply irrespective of Supplier's own entrepreneurial responsibility to determine internal production lot sizes and independently from any production releases additionally required or agreed upon with BHTC. Exemption from the obligation to comply with the EDI delivery schedules and dates pursuant to Clause 4.1 above may be separately agreed between BHTC and Supplier (e.g., for consignment stock, for KANBAN or similarly controlled materials, or for shipment via a logistics service provider).

## 5. Delivery Obligation

- 5.1. Supplier shall be obliged to comply exactly with the delivery dates and quantities specified in the Delivery Call-Offs. Unless agreed otherwise by the parties in individual cases (e.g., agreement of deviating Incoterms), the dates stated in the Delivery Call-Off indicate the date of delivery at BHTC, i.e., the time of the handover at the BHTC goods receiving department.
- 5.2. Delivery Call-Offs placed shall be deemed as accepted if the Supplier does not immediately object in writing to the Delivery Call-Off, at the latest however one working day of its receipt, stating the reasons for such objection. In the event of an objection, any previous Delivery Call-Off which was confirmed or not objected to, shall remain valid.
- 5.3. Existence and scope of any right to object that Supplier may have outside of an agreed "Frozen Zone" (see Clause 6.2 below) shall exclusively be governed by the agreed terms and conditions of supply, or any other agreements on which the delivery is based (e.g., nomination letter, long term agreement, or other supply agreement). A right to object may for example exist in the event of deviations from agreed minimum order quantities, delivery times, or if agreed maximum delivery quantities, production volumes, capacities, or flexibilities are exceeded.
- 5.4. Any apparent delay in delivery shall be immediately notified to BHTC in writing and via telephone. Where appropriate, upon consultation with BHTC, the Products shall be delivered by means of special transportation such as courier, cab, air freight, etc. at the expense of Supplier. Notwithstanding compliance with this obligation to notify BHTC for the purpose of damage mitigation, Supplier shall be liable for any damages caused by delay in accordance with the terms and conditions of the Framework Supply Agreement or any other agreements entered into between the parties.

## 6. Purchase Obligation

- 6.1. BHTC shall have a purchase obligation for a period of four (4) weeks for finished Products and for the primary material required for production for another four (4) weeks, both calculated from the date of the last valid Delivery Call-Off. The right to demand purchase of the primary material shall exist only to the extent Supplier demonstrates that Supplier does not need, and is not able to otherwise use, the primary material. As an alternative to the purchase obligation BHTC shall be free to reasonably compensate Supplier for additional costs actually incurred and documented.

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- 6.2. Unless agreed otherwise in writing (e.g., nomination letter, long term agreement, or any other supply agreement), the period of the purchase obligation agreed for finished Products pursuant to Clause 6.1 above shall be considered as "Frozen Zone", i.e., as a period during which any change of quantities and dates shall only be permitted with the consent of Supplier. As regards the consent to any change of quantities and/or dates within the "Frozen Zone", Clause 5.2 above shall apply accordingly.
- 6.3. Beyond that, BHTC shall not be obliged to purchase the quantities specified – where appropriate, designated as Forecast – in the Delivery Call-Offs. Even in the event that BHTC reduces the delivery schedules outside of an agreed "Frozen Zone" to zero, this shall not result in any additional liability of BHTC.

Lippstadt,

### Behr-Hella Thermocontrol GmbH

.....  
(1<sup>st</sup> signature)

Christian Bludau  
(Name in print)

COO  
(Department/ Role)

.....  
(2<sup>nd</sup> signature)

ppa. Peter Schmidt  
(Name in print)

Director Purchasing  
(Department / Role)

### Supplier:

.....  
(Company stamp) (Place) (Date)

.....  
(1<sup>st</sup> signature)

.....  
(Name in print)

.....  
(Department / Role)

.....  
(if applicable, 2<sup>nd</sup> signature)

.....  
(Name in print)

.....  
(Department / Role)