

Master Agreement xx.xxx

between **GRAMMER Company**
Address
Address

- hereinafter "**GRAMMER**" -

und **NAME SUPPLIER**
Address
Address

- hereinafter "**SUPPLIER**" -

Preamble

GRAMMER specializes in the development and manufacture of components and systems for car interiors, along with driver and passenger seats for offroad utility vehicles, trucks, buses and trains.

In order to be able to provide these services for customers around the world, GRAMMER relies on a cooperative partnership with its suppliers. The multitude of suppliers and the comprehensive supply chains require a universal contractual system to regulate contractual relationships with all suppliers in a way that is clear and provides legal certainty. At the same time, GRAMMER accounts for the needs and tasks of its individual suppliers in reference to the services they provide to GRAMMER.

For this reason, GRAMMER created a contractual system to cover the key constellations in relations with suppliers. Whether and to what extent individual components of such contractual system apply depends on a given supplier's agreed service and is explained in section 2 below; an illustration of such system is enclosed with the master agreement as **Annex 1**.

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1. Definitions of terms

DEVELOPMENT	SERVICES and their outcome for purposes of planning and developing new products, or of continuing to develop existing products.
CAPITAL GOODS	Goods not intended for immediate final consumption but used by GRAMMER for the manufacture of merchandise and products – equipment, tools or (technical) systems.
SERVICE	Any and all of the activities the SUPPLIER undertakes with a view to satisfying its principal and ancillary contractual obligations vis-à-vis GRAMMER.
NON-PRODUCTION MATERIALS	Material goods and services that are not PRODUCTION MATERIALS.
PARTIES	GRAMMER and the SUPPLIER.
PRODUCTION MATERIALS	Material goods and services that GRAMMER deploys, utilizes, uses or consumes as part of its own manufacturing process; especially raw materials, consumables and other supplies, semi-finished and finished products as well as mounting and purchased parts, including spare parts.
CONTRACTUAL TERMS	Any and all contractual documents pursuant to section 2 of this MASTER AGREEMENT.

2. CONTRACTUAL TERMS

- 2.1 Any and all business relations between GRAMMER and the SUPPLIER are subject to this **MASTER AGREEMENT** as well as the **GENERAL PURCHASING CONDITIONS**.
- 2.2 Where the SUPPLIER's SERVICE consists of
- 2.2.1 manufacturing and/or supplying CAPITAL GOODS, **ANNEX CAPITAL GOODS** applies additionally, along with any REFERENCE found therein to additional provisions.
 - 2.2.2 providing DEVELOPMENTS, **ANNEX DEVELOPMENTS** applies additionally, along with any REFERENCE found therein to additional provisions.

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- 2.2.3 manufacturing or supplying PRODUCTION MATERIALS, **ANNEX PRODUCTION MATERIALS** applies additionally, along with any REFERENCE found therein to additional provisions.

2.3 PROJECT ANNEXES

- 2.3.1 If and to the extent agreed, project-specific provisions specifying the SUPPLIER's SERVICE ("PROJECT ANNEXES") apply additionally.
- 2.3.2 Specifically, the PROJECT ANNEXES may include:
- a) product-related provisions, such as (requirement) specifications, drawings, models and material requirements;
 - b) provisions supplied by customers, such as OEMs;
 - c) service-specific provisions, such as project plans, due dates and deadlines, logistics, packaging and delivery requirements, rate agreements and price lists.
- 2.3.3 If and to the extent that the provisions of the PROJECT ANNEXES contradict the GENERAL PURCHASING CONDITIONS, the ANNEXES pursuant to section 2.2 or the provisions of ANNEX REGION, the provisions of the PROJECT ANNEXES prevail.

2.4 ANNEX REGION

- 2.4.1 GRAMMER maintains manufacturing, distribution and logistics sites around the world, which are assigned to a region based on their location. <https://www.grammer.com/standorte.html> indicates to which region – North, Central and South America ("AMERICAS"), Europe, Middle East and Africa ("EMEA) or China, India and Japan ("ASIA PACIFIC") – each GRAMMER company has been assigned.

If and to the extent that the SUPPLIER provides its SERVICE to a GRAMMER company not located in the EMEA region (<https://www.grammer.com/standorte/emea.html>), one of the following region-specific annexes ("**ANNEX REGION**") applies depending on the location of the registered office of the receiving GRAMMER company.

- 2.4.2 If the SUPPLIER provides its service to a GRAMMER company
- a) with its registered office in the AMERICAS region (<https://www.grammer.com/standorte/americas.html>), the provisions of **ANNEX AMERICAS REGION** apply;
 - b) with its registered office in the ASIA PACIFIC region (<https://www.grammer.com/standorte/asien-pazifik.html>), the provisions of **ANNEX ASIA PACIFIC REGION** apply.

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3. REFERENCES

- 3.1 The CONTRACTUAL TERMS may reference other GRAMMER documents, guidelines and conditions (“REFERENCES”). REFERENCES are always placed in square brackets, bolded and underlined: **[EXAMPLE]**. The documents to which REFERENCES point may be viewed under www.grammer.com/supplier-support/willkommen.html.
- 3.2 By signing this MASTER AGREEMENT, the SUPPLIER declares that it has taken note of the REFERENCES and the documents to which they point, understands the contents of such documents, including the rights and obligations arising from them, and expressly consents to their application.

4. Term, termination

- 4.1 The MASTER AGREEMENT enters into force once it has been signed by authorized representatives of both PARTIES for an indefinite period of time.
- 4.2 GRAMMER is entitled at any time to terminate this MASTER AGREEMENT in writing on a three (3) months’ notice with effect at the end of a given six-month period (30 June or 31 December of each calendar year).
- 4.3 The right of both PARTIES to terminate in writing for cause is not affected. Such cause is present on GRAMMER’s side, for instance, if
- 4.3.1 GRAMMER has no need for the SUPPLIER’s SERVICES;
 - 4.3.2 the SUPPLIER fails to satisfy agreed quality requirements;
 - 4.3.3 the SUPPLIER repeatedly violates material obligations under the CONTRACTUAL TERMS and fails to cure such repeated violation within twenty (2) calendar days despite GRAMMER’s written reminder;
 - 4.3.4 the SUPPLIER files for insolvency, becomes insolvent pursuant to § 18 of the German Insolvency Act (*Insolvenzordnung - InsO*), is at risk of becoming insolvent or shows signs of imminent overindebtedness;
 - 4.3.5 the SUPPLIER’s assets or operations become subject to a petition for the institution of insolvency or similar proceedings designed to settle debts, such proceedings are instituted or a petition seeking the institution thereof is rejected for lack of funds;
 - 4.3.6 a company (1) providing or offering services that are comparable or interchangeable with the products or services offered by GRAMMER given their characteristics, prices or intended uses, or (2) that GRAMMER believes could emerge as a provider of such comparable or interchangeable products or services acquires (business) shares or shares of stock of the SUPPLIER.

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4.4 Unless otherwise agreed in writing, the termination of the MASTER AGREEMENT results in the termination of the CONTRACTUAL TERMS.

5. Choice of law, legal venue

- 5.1 Unless otherwise agreed in writing, this MASTER AGREEMENT as well as the CONTRACTUAL TERMS are subject exclusively to the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- 5.2 To the extent permitted by law, the exclusive legal venue for all legal actions is the court with jurisdiction over the registered office of the ordering GRAMMER company unless otherwise agreed in writing.
- 5.3 In the event that GRAMMER is sued by a third party alleging (i) personal injury and/or property damage on account of a product defect, or (ii) the infringement of property rights, GRAMMER may, at its option, initiate such procedural steps in the appropriate legal venue as may be necessary to enforce claims for indemnification or recourse against the SUPPLIER. In such a case, only the law applicable at such legal venue applies in reference to the PARTIES' rights and obligations.

6. Severability, written form

- 6.1 In the event that a provision of the MASTER AGREEMENT or the CONTRACTUAL TERMS is or becomes ineffective, contains loopholes or is contradictory or ambiguous, the remaining provisions of the CONTRACTUAL TERMS are not affected. The PARTIES are obligated to replace the ineffective provision with such admissible provision as may best approximate the economic outcome of the ineffective provision.
- 6.2 There are no oral or written subsidiary agreements. To be effective, changes or amendments to the MASTER AGREEMENT or the CONTRACTUAL TERMS must be made in writing. This also applies to changes to this written form requirement.
- 6.3 For purposes of executing, changing or amending the MASTER AGREEMENT or the CONTRACTUAL TERMS, facsimile signatures, PDF-image signatures or electronic signatures provided using an eSignature platform (e.g., DocuSign or AdobeSign) are treated as original signatures unless applicable statutory provisions expressly mandate the written form. Such a document is deemed to be in writing.

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place, date

GRAMMER

SUPPLIER

The signer confirms that he is duly authorized to represent the SUPPLIER.

name

function

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name

function

name

function

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Version 01.01.2023
C_010_020_Master Agreement

Paraphe GRAMMER
Paraphe SUPPLIER



	Manufacture and supply of Non-Production Materials	Manufacture and supply of Production Materials	Providing Developments	Manufacture and supply of Capital Goods (including tools and systems)
MASTER AGREEMENT	X	X	X	X
GENERAL PURCHASING CONDITIONS	X	X	X	X
PROJECT ANNEXES	O	O	O	O
ANNEX PRODUCTION MATERIALS		X		
ANNEX CAPITAL GOODS				X
ANNEX DEVELOPMENTS			X	
ANNEX REGION	O	O	O	O

Annex 1 to the MASTER AGREEMENT

- X Provisions apply.**
- O These provisions apply if and to the extent that the CONTRACTUAL TERMS so provide.**

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Paraphe GRAMMER
Paraphe SUPPLIER