

**Tremonia**  
MOBILITY

# Terms & Conditions - TERMS

Last updated: 20.02.2024

(\* ) see footnote (\* )

# Table of contents

<b>Introduction</b>		Page 03
<b>Purchase</b>		Page 04
<b>GTC 31/11</b>	Tools for series and spare parts delivery	Page 05
<b>GTC 34/09</b>	Spare parts supply for Tremonia Mobility GmbH products	Page 08
<b>Quality</b>		Page 10
<b>GTC 13 /19</b>	Production Process and Product Release (PPF)	Page 11
<b>GTC 14/07</b>	Quality Assurance. Implementation of a quality management	Page 17
<b>GTC 18/06</b>	Processing of defective deliveries after leaving the manufacturing plant	Page 21
<b>GTC 27/09</b>	Failure Mode and Effects Analysis (FMEA)	Page 28
<b>Logistics</b>		Page 29
<b>GTC 17/20</b>	Delivery schedule	page 30
<b>GTC 28/16</b>	General packaging regulations and handling of load carriers	Page 33
<b>GTC 29/14</b>	Shipping of goods	Page 38
<b>GTC 35/15</b>	Communication with Tremonia Mobility GmbH via remote data transmissio	Page 48
<b>Product development process</b>		Page 51
<b>GTC 01/12</b>	Regulation on the provision, examination and exchange of digital Product data in the development process	Page 52
<b>Sustainability and environmental protection</b>		Page 55
<b>GTC 36/12</b>	Sustainability and environmental protection	Page 56

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# Introduction

## 1. Definition

The Tremonia Mobility Terms, hereinafter referred to as "GTC", are stipulations that regulate the flow of information and the smooth handling of processes between Tremonia Mobility GmbH, Dortmund and the supplier (hereinafter referred to as "Partner").

The GTC become part of the contract in addition to the Tremonia Mobility GmbH "Terms and Conditions of Purchase Production Material and Spare Parts for Motor Vehicles" and are mentioned separately in the purchase contract in addition to the other agreements.

## 2. Business areas

The GTC apply in principle to the business segment of Tremonia Mobility GmbH as well as to the companies operating in this business segment, unless it is pointed out in individual provisions of the GTC that these only apply to certain business areas.

## 3. Publication

The latest version of the GTC is generally published centrally on the homepage of Tremonia Mobility GmbH under <https://www.tremonia.com/> before the start of the final negotiations. In the event of serious legal or operational changes/innovations, individual GTC may be reissued during the year. The partners will be informed about this by Tremonia Mobility GmbH. For individual areas within the supplier companies, own duplication is permitted and required.

## 4. Communication

Communication between Tremonia Mobility GmbH and the partner shall be in German or English, unless otherwise agreed. The partner is obliged to comply with the current state of the art when transmitting and storing data/information and accessing Tremonia Mobility GmbH systems.

## 5. Authoritativeness of the German version

The GTC are published in German and English versions. In the event of discrepancies, only the German version shall be binding.

- GTC 31/11 Tools for series and spare parts supply
- GTC 34/09 Spare parts supply for Tremonia Mobility GmbH products
- GTC 37/05 Assumption of Startup- and Additional material costs  
by Tremonia Mobility GmbH

# Purchase

# Tools for series and spare parts supply

## 1. General

Tools within the meaning of these GTC are original, forming and cutting tools in accordance with the definitions according to DIN 8580/8582/8588. All other equipment is not to be regarded as tools.<sup>1</sup>

All provisions of these GTC apply accordingly to tools at subcontractors or other third parties. The partner is obliged to ensure that his subcontractors or third parties with whom the tools are located behave in accordance with these GTC and grant Tremonia Mobility GmbH the rights formulated in these GTC. This applies in particular to the marking of the tools as Tremonia Mobility GmbH property. Regardless of the ownership structure, the partner must handle all tools and other equipment with the necessary care to ensure the proper supply of Tremonia Mobility GmbH.

With regard to the tools, there is a distinction between tools that are the property of Tremonia Mobility GmbH and those that are the property of Tremonia Mobility GmbH. (Tremonia Mobility GmbH's own tools) and tools that are not or will not be the property of Tremonia Mobility GmbH (non-Tremonia Mobility GmbH-owned tools).

Tremonia Mobility GmbH is entitled to check compliance with these GTC at the partner's premises, during the working hours applicable to him and after prior agreement. The partner will support Tremonia Mobility GmbH in this, in particular make the documents relating to the tools available for inspection.

## 2. Tremonia Mobility GmbH's own tools

The following provisions regulate the rights and obligations of the partner and Tremonia Mobility GmbH when using tools owned by Tremonia Mobility GmbH by the partner.

### 2.1. Tool provision

The partner is entitled and obliged to use the tools within the framework of the delivery contract concluded with Tremonia Mobility GmbH for the part to be manufactured with the tools.

The partner is prohibited from any deviating use of Tremonia Mobility GmbH's own tools, in particular the production of parts for the supply of third parties or a transfer of use to third parties without the written consent of Tremonia Mobility GmbH.

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<sup>1</sup> This does not apply to forging tools.

## 2.2. Maintenance and tool repair

The partner is responsible for the defect-free functionality of the tools during their use in the supply of Tremonia Mobility GmbH contractually assumed by him. The partner must ensure the constant error-free operational readiness of the tools for the purpose of defect-free delivery to Tremonia Mobility GmbH by ongoing maintenance and repair at his own expense. This maintenance and repair includes in particular all expenses for maintaining operational readiness and for eliminating all defects and damage as well as all changes and deteriorations as a result of use. In return, <sup>2</sup>Tremonia Mobility GmbH provides the partner with the tools free of charge.

## 2.3. Tool changes

If tool changes become necessary due to changes in the technical specifications of Tremonia Mobility GmbH, the partner must first submit a written offer of changes to Tremonia Mobility GmbH, taking into account the most economical costs possible.

The partner may only carry out the tool change after written order has been placed by Tremonia Mobility GmbH. Expenses that do not meet these requirements will not be reimbursed by Tremonia Mobility GmbH.

## 2.4. Labelling and inventory

The partner must clearly and permanently mark the tools that are owned by Tremonia Mobility GmbH as Tremonia Mobility GmbH property. The partner will inform Tremonia Mobility GmbH on the occasion of the inventory for At the end of the year, provide the necessary information regarding the tools in his possession. Changes to the tool locations require prior approval by Tremonia Mobility GmbH.

If the property of Tremonia Mobility GmbH is endangered by enforcement measures, in particular by seizure, confiscation, insolvency proceedings, the partner must inform Tremonia Mobility GmbH immediately. In any case, the enforcement body must be informed immediately of the property rights of Tremonia Mobility GmbH. At the same time, the partner will send copies of the enforcement documents to Tremonia Mobility GmbH.

## 2.5. Liability

The partner is liable for all defects, damages, changes or deterioration<sup>3</sup> of the tools. The liability of the partner shall lapse if the defects, damages, changes or deterioration of the tools are due to force majeure.

The partner must ensure that the tools do not cause personal injury or property damage. He indemnifies Tremonia Mobility GmbH from such claims for damages.

## 2.6. Obligation to return

At the end of the delivery, the partner hands over the tools to Tremonia Mobility GmbH in the condition that exists after proper fulfillment of the partner's obligations under these GTC. Liens and rights of retention of the partner on the tools of any kind are excluded.

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<sup>2</sup> If an output quantity has been agreed, this shall only apply to the agreed application quantity.

<sup>3</sup> Liability for deterioration shall only apply to the agreed application quantity if an output quantity has been agreed.

### 3. Tools not owned by Tremonia Mobility GmbH

If Tremonia Mobility GmbH does not become the owner of the tools, Tremonia Mobility GmbH shall receive the security ownership of the tools and follow-on tools to secure the supply.

Tremonia Mobility GmbH may only demand the surrender of the tools in the event of an interruption of the delivery. In this case, Tremonia Mobility GmbH is further entitled to reimburse the partner for the not yet amortized share of the costs of the tools. In this case, Tremonia Mobility GmbH acquires unrestricted ownership of the tools upon reimbursement of costs.

The partner undertakes to scrap tools that he uses or has used for the production of parts for Tremonia Mobility GmbH only with the prior written consent of Tremonia Mobility GmbH. If Tremonia Mobility GmbH does not agree to the scrapping, an amicable agreement on the costs must be made.

### 4. Handling devices and gauges

With regard to devices and gauges, Tremonia Mobility GmbH receives the security ownership of all devices and gauges as well as all subsequent devices and gauges to secure the supply. Tremonia Mobility GmbH may only demand the surrender of the devices and gauges in the event of interruption of delivery. In this case, Tremonia Mobility GmbH is further entitled to reimburse the partner for the not yet amortized share of the costs of the devices and gauges. With reimbursement of costs, Tremonia Mobility GmbH acquires ownership of the devices and gauges.

# Spare parts supply for Tremonia Mobility GmbH products

## 1. General

The high degree of performance of spare parts supply is a not insignificant selling point for Tremonia Mobility GmbH customers and thus an essential competitive feature for Tremonia Mobility GmbH products. The supply of spare parts is therefore just as important to Tremonia Mobility GmbH in terms of pricing, quality and adherence to deadlines as the supply of production.

## 2. Definition of spare part

Spare parts are needed to supply the replacement needs when replacing parts of the vehicle. This also includes parts for which the delivery condition deviates from the series condition in terms of surface or packaging. Such deviating conditions are marked separately.

In the case of products/systems/units, the individual spare parts are determined between Tremonia Mobility GmbH and the partner in mutual agreement.

## 3. Parallel distribution

If Tremonia Mobility GmbH develops the product itself or Tremonia Mobility GmbH has paid for the development at the partner or the product is manufactured on tools owned by Tremonia Mobility GmbH, the partner undertakes to supply spare parts only to Tremonia Mobility GmbH. For each case of culpable infringement, Tremonia Mobility GmbH will charge the partner damages of 10% of the Tremonia Mobility GmbH gross list price per part. In the event of a breach of the obligation under sentence 1 of this clause 3, the partner is also obliged to provide Tremonia Mobility GmbH with information about the quantity and the commercial customers of the parts delivered in parallel. In order to check the units, provision shall be made for the installation of a suitable measuring device on the tool side. Tremonia Mobility GmbH is entitled to have the information provided checked at the expense of the partner by an auditor to be appointed by Tremonia Mobility GmbH.

The same applies if the partner delivers parts bearing a trademark of Tremonia Mobility GmbH or the Tremonia Mobility GmbH part number to third parties. In the event of culpable unlawful use of the trademark, an additional contractual penalty of a further 5% of the Tremonia Mobility GmbH gross list price per part shall be due.

In order not to damage the image of the Tremonia Mobility GmbH brand, the partner is also not permitted to distribute parts in parallel in which the Tremonia Mobility GmbH brand has been visibly ground out, scraped off or otherwise removed by external influence. Furthermore, the mere pasting or overpainting of Tremonia Mobility GmbH brand or part numbers is prohibited.

The above contractual obligations do not affect any other rights and claims of Tremonia Mobility GmbH based on a legal basis. This applies in particular to claims based on a legal basis due to the infringement of intellectual property rights.



#### 4. Trademarks

A manufacturer's trademark may be affixed on request, whereby the manufacturer's trademark is not larger than the Tremonia Mobility GmbH trademark. Other manufacturer's information, in particular the manufacturer's part number, is not permitted. Questions are to be clarified with the after-sales product management, any deviations of the marking (e.g. due to technical necessities) require the prior written consent of Tremonia Mobility GmbH. Verification necessary!

#### 5. Pension period and subscription right

The partner is obliged to supply Tremonia Mobility GmbH with spare parts for the product for a period of **at least 15 years after the end of series production**. Delivery is made at the request of Tremonia Mobility GmbH.

The scrapping of part-specific production facilities of the series or part may only take place with the written consent of Tremonia Mobility GmbH, regardless of ownership.

#### 6. Pricing

For the spare parts supplied during the series delivery period, plus 3 years after the end of series production, the series price valid during the series term generally applies.

For parts for systems/assemblies, the price of the spare part is determined by breakdown, reducing the price by the assembly costs.

In the case of parts for systems/units or ET individual parts from series assemblies during the series period, the price for the spare part is determined by breakdown/price breakdown/cost orientation. The resulting serial unit price is also the valid ET unit price. This price represents the upper price limit for the ET item, apart from any necessary packaging costs or assembly costs not incurred. The price of the ET individual parts is to be agreed on this basis even if the individual part was not created as an independent part number before the start of series production.

#### 7. Spare parts documentation

The costs for the preparation of spare parts documentation (including individual part drawings) including the maintenance of all change statuses are part of the price component of the total scope of delivery.

The coordination of the scope of documentation (drawings NX 3D or, if applicable, successor systems, parts lists, etc.) and the scheduling of the implementation takes place between spare parts technology and the partner.

- GTC 13/19      Production Process and Product Release (PPF)
- GTC 14/07      Quality assurance. Implementation of a Quality Management
- GTC 18/06      Processing of defective Deliveries anus Leaving the  
Manufacturing plans
- GTC 27/09      Failure Mode and Effects Analysis (FMEA)

# Quality

# Production Process and Product Release (PPF)

## 1. Introduction

The partner must carry out a PPF procedure for series delivery release. Unless otherwise stated below, the requirements for this procedure are based on VDA Volume 2 in the current edition. In individual cases, a different procedure can be agreed with the corresponding Tremonia Mobility GmbH contact person for the PPF procedure.

## 2. Scope

In addition to the scope of application mentioned in VDA Volume 2, the PPF method is also applicable to software and standard parts, unless otherwise agreed (with regard to high-strength fasteners for the automotive industry, the VDA Material Data Sheet 235-204 in the currently valid version must be taken into account).

If delivery states are described by several part numbers, the corresponding processes and generated/changed product characteristics of the delivery condition must be described in the sampling in addition to the individual component characteristics.

Tremonia Mobility GmbH can request a PPF report for the individual parts with Tremonia Mobility GmbH part numbers included in a scope of delivery.

## 3. Principles of PPF

### 3.1. Marking of parts

Starting with the first sampling within the framework of the PPF procedure, the samples must be marked with a white affix with an indication of the quality level according to the part life cycle quality (Qxx) and indication of the colour level according to the colour part life cycle (Fxx) for parts with supplementary key 2 at least until the completion of the last Tremonia Mobility GmbH production test/try out.

Non-sampled parts must be marked with the indication of the state of development (Exx) according to the development parts life cycle.

Parts for early tests (split sampling), which have not yet been completely manufactured under series conditions, are to be presented as "other samples" in consultation with the corresponding Tremonia Mobility GmbH contact person for the PPF procedure. A series delivery release is not granted for "Other samples". Unless otherwise agreed, a red sticker indicating the state of development (Exx) must be used for this purpose.

A separate marking of sample parts as well as parts for production tests can be requested by the corresponding Tremonia Mobility GmbH contact person for the PPF procedure.

#### 4. Obligation to notify and trigger for the PPF procedure

All changes to the production process and product must be reported by the partner to the corresponding Tremonia Mobility GmbH contact person for the PPF procedure. Unless otherwise agreed, the partner shall proceed in accordance with the following table.

Trigger	Tremonia Mobility GmbH Department for the PPF process	Tremonia Mobility GmbH Specialist purchasing	Tremonia Mobility GmbH Logistics
New parts	D		
Product change* (approved by development)	D	A	
Relocation	D	A	A
Change of production process**	D		A
Modification of test methods	A		
Suspension of production for more than 12 months	D		
Use of new, modified or replacement tools (does not apply to cutting tools)	D	A	
Change of suppliers of the second stage (Tremonia Mobility GmbH 2nd-tier). In the case of delivery scopes with special characteristics (DS, DZ), the above-mentioned obligation exists up to the supplier responsible for characteristics.	D	A	
Change of second-tier supplier locations (Tremonia Mobility GmbH 2nd-tier) for delivery scopes with DS/DZ characteristics.		A	
Change of supplier locations of the second stage Tremonia Mobility GmbH (2nd-tier).	A	A	
Changes to purchased parts of the partner/primary materials of the partner	D		
No unrestricted series delivery release	D		
Failed re-qualification	D		

\*Also includes material changes

\*\*Also includes changes in the logistics value chain

D = Implementation of the PPF procedure by the partner

A = Obligation to notify in writing by the partner to the Tremonia Mobility GmbH department.

Implementation and scope of the PPF procedure is decided by the Tremonia Mobility GmbH department.

In the context of the sampling of new parts and change sampling, the partner is obliged to enter material data sheets in IMDS. The ID No. for the IMDS data set, "Material data sheet/IMDS" shall be indicated in the initial sample cover sheet and the corresponding appendix. The provisions of GTC 36, in particular for confirmation/compliance with substance bans, must be complied with by the partner. The following applies to Tremonia Mobility GmbH: If new substances are included in the "candidate list" of the REACH Regulation, which are already included in the scope of delivery to Tremonia Mobility GmbH Trucks and Buses and for which no IMDS data record is yet available, a resampling with transmission of the material data in IMDS must be carried out.

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## 5. Implementation of the PPF procedure

If there is a trigger of a PPF procedure caused by the partner, the partner will report this trigger at least six months before the planned implementation. In justified exceptional cases, deviating regulations will be made with the Tremonia Mobility GmbH division responsible for the series delivery release. No relocation may take place during the entire start-up phase. A relocation must be notified six months before relocation and requires the approval of Tremonia Mobility GmbH.

Tremonia Mobility GmbH gives the partner a date for sampling. The number of sample parts must be agreed with the corresponding Tremonia Mobility GmbH contact person for the PPF procedure and the sample parts must be delivered free of charge.

In the run-up to the PPF procedure, the following topics are defined as part of the sampling planning:

- » The documentation specific to the scope of sampling, taking into account Table 1,
- » possible parts bundles and
- » the required number of samples.

For parts that differ from the supplementary key 2 (colours, languages, etc.), variant sampling (F-Stand) must be carried out in addition to the technical sampling (Q-Stand).

The type and format of the transmission of the sampling documents are to be agreed by the partner with the corresponding Tremonia Mobility GmbH contact person for the PPF procedure.

For parts in whose tools the surface structure is introduced in a separate production step, the PPF process is carried out using "Other samples". The approval for the introduction of the surface structure is granted by the corresponding Tremonia Mobility GmbH contact person for the PPF process.

In the event of deviations, the partner must obtain written approval (deviation approval) from the responsible Tremonia Mobility GmbH contact person for the PPF procedure in advance and attach it to the sampling. The corrected status is to be presented as part of a follow-up sampling.

Product and process features, which are to be carried out for the capability tests, are coordinated with Tremonia Mobility GmbH. Until the process capability is proven, a 100% check of the characteristics is carried out by the partner.

For the measurable DS/DZ characteristics mentioned in the specification documents (e.g. drawings, CAD data sets), the requirements of the industrial standard apply.

For special processes, the procedure is analogous to GTC 14.

Performance tests are to be carried out by the partner, inter alia, for new start-ups and model maintenance, and the corresponding Tremonia Mobility GmbH contact person for the PPF procedure must be notified in good time so that participation by Tremonia Mobility GmbH is possible.

For selected scopes, in coordination with Tremonia Mobility GmbH, such a number of parts must be manufactured in the last performance test, which corresponds at least to the output of a Tremonia Mobility GmbH layer under comb line conditions. These parts are to be manufactured under comb line conditions Tremonia Mobility GmbH.

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If necessary, the partner must with the involvement of Tremonia Mobility GmbH, carry out an analogous performance test with its subcontractors, taking into account the risk classification, and prove it accordingly.

## 6. Evidence for the PPF procedure

As part of the sampling planning, the required proofs in accordance with Table 1 are agreed, unless otherwise agreed in writing between the department responsible for series delivery release and the partner. The evidence marked "V" in Table 1 must generally be submitted, while the evidence marked "A" must be individually coordinated.

Table 1: PPF verification

<b>Pkt.</b>	<b>Evidence, as far as applicable for process and product</b>	<b>Sampling planning</b>
1	PPF Report Cover Page*	V
2	Self-assessment of product, process and, if applicable, software	V
<b>Pkt.</b>	<b>Proof of production process and product development</b>	<b>Sampling planning</b>
3	Technical Specifications	A
4	Approved design changes	A
5	Design and development approvals	A
6	The ID No. of the accepted IMDS material data sheet for the current design status Must be specified in the PPF report	V
7	Design FMEA	A
8	Process flow diagram	A
9	Process FMEA	A
10	Production Control Plan (PLP)	A
11	Geometry, dimension	A
12	Material	A
13	Function	A
14	Feel	A
15	Acoustics	A
16	Smell	A
17	Appearance	A
18	Surface requirements	A
19	Technical cleanliness	A
20	Reliability	A
21	Resistance to Electrostatic Discharge (ESD)	A
22	Electrical safety/high-voltage safety	A
23	Electromagnetic compatibility (EMC)	A
24	Validation of special features, according to technical specifications and agreed features (e.g. poka yoke, 100% testing, process capabilities...)	A
25	Laboratory qualification	A
26	Number of samples and reference patterns	A
27	Achievement of the series cycle time	A
28	Tool list (with quantity/number of nests and statement on tool quality)	A

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29	Regulatory Compliance	V
30	Overview of supplier parts and house parts of the partner with release status part and process	A
31	List of test equipment	A
32	Proof of test equipment capability	A
33	Part life cycle (see Appendix 1)**	V
34	Suitability of the load carriers used, including their storage	A
35	Requalification Agreement	A
<b>Pkt.</b>	<b>Proof of software</b>	<b>Sampling planning</b>
36	SW deployment release (attachment "Software test report")	V
37	Definition of the context ("scope") of the software product to be delivered	V
38	Reference to contractually defined quality requirements (e.g. coding guidelines, code metrics, test coverage)	V
39	Documentation of technical SW specifications (functional and non-functional)	A
40	Proof of the implementation of the requirements of 38 and 39, in particular the special features (e.g. safety)	A
41	Documentation about FOSS (Free-and-open-source-software)	V
42	List of known bugs	V
43	Documentation of the development tools used during the entire duration of the project	A
44	Documentation of the test tools used during the entire duration of the project	A
45	Documentation of version management (baseline, configurations, m. Change history)	A
46	Proof of process evaluation (e.g. VDA Automotive Spice)	A

\* Presentation of the document for samples that are not carried out via an IT system (i.e. documentation only in paper form).

\*\* No submission of the corresponding document by the partner if the corresponding documentation is covered by Tremonia Mobility GmbH's internal IT system.

V = V orlage at Tremonia Mobility GmbH

D = If applicable: implementation, documentation and archiving of the organization (if necessary for inspection by Tremonia Mobility GmbH)

A = All submission points exceeding the minimum scope must be agreed upon during the sampling coordination between Partner and Tremonia Mobility GmbH .

The partner documents the procurement structure of its suppliers and makes it available to the Tremonia Mobility GmbH contact person responsible for the PPF procedure.

If the responsibility for the sampling and release of purchased parts of the partner lies with Tremonia Mobility GmbH (set parts), the partner lists them separately with the following information in the overview of purchased parts releases:

- » Part Number
- » Supplier with the Tremonia Mobility GmbH supplier number
- » ZGS
- » Q/F booth
- » Release Status
- » Tremonia Mobility GmbH and number of the release test report

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## 7. Retention periods

The retention periods are based on VDA Volume 1.

## 8. Release Status

The series delivery release is sent to the partner in the form of a test report.

## 9. Preparatory activities

In the run-up to and/or accompanying the PPF process, Tremonia Mobility GmbH, together with the suppliers, carries out activities such as maturity workshops or colour retreats for selected parts scopes. The parts for the colour theft must be manufactured under complete series conditions. If parts with the specified surface structure are not already ordered for the first color exam, these must be delivered with the specified surface structure at the latest for the following color exam.

## 10. Non-compliance

If the agreed sampling per part stand does not lead to success, the partner shall bear all additional costs incurred by Tremonia Mobility GmbH, which arise in direct connection with the sampling process, provided that he is responsible for the negative result.

Applicable documents:

(see on the Supplier Portal under [https://supplier. Tremonia Mobility GmbH.com](https://supplier.tremoniamobility.com))

- Appendix 1 Parts Life Cycle
- Appendix 2 Appraisal matrix for the release status of product and process
- Appendix 3 List of Materials
- Appendix 4 Software Test Report



# Quality assurance. Implementation of a Quality System

## 1. Selection and application of the QM system

In order to ensure a flawless and consistent quality of the products, the partner sets up a quality management system, hereinafter referred to as "QM". The QM system must be aligned with IATF 16949 in the currently valid version (including any successor regulations to IATF 16949). The proof must be provided by means of certification by a certification company recognized by the IATF (International Automotive Task Force). The regulations of IATF 16949 in the absence of certification according to IATF 16949 must be complied with and the application of these regulations requires a separate release by Tremonia Mobility GmbH. Suppliers of software as a product or part of a product must also prove a DIN EN ISO/IEC 27001 certification in the currently valid version.

The partner will align his QM system in such a way that he obliges his suppliers and their upstream suppliers to comply with the requirements of these GTC.

## 2. Legal and regulatory requirements for certifications

The Partner undertakes to comply with all legal or official requirements and to carry out the necessary measures for obtaining and maintaining the required product and/or location-related certifications in good time (e.g. application for auditing of production sites/technical inspections of parts). These requirements depend on the market or markets for which the scope of supply is intended.

The partner is responsible for ensuring that the associated documents (certificates, type approvals, etc.) are up-to-date and valid. The partner must send these documents to Tremonia Mobility GmbH in good time without the need for a request by Tremonia Mobility GmbH.

The supply of parts that comply with all statutory or official requirements must be ensured by the partner over the entire life cycle, i.e. even after End of Production (EOP) of the vehicle over the period of spare parts supply – until further notice (including re-certifications).

Any change in the manufacturing process and/or change of the company and/or the address of a production site, also for suppliers or their suppliers, which may affect the validity of the certifications (e.g. relocation of plants, tools or the entire site, change of address, closure of sites, final stockpiling) in the case of suppliers or name changes), must be reported by the partner to Tremonia Mobility GmbH immediately after becoming known.

## 3. Auditing

Tremonia Mobility GmbH is entitled to examine and evaluate the QM system and the quality assurance measures of the partner or to have them examined and evaluated by a third party commissioned by Tremonia Mobility GmbH. This can be done as part of a review (e.g. process audits according to VDA 6.3) after prior notice. Within the scope of his deliveries, the partner must also enable the auditing of his suppliers and their upstream suppliers by Tremonia Mobility GmbH or a third party commissioned by Tremonia Mobility GmbH. The partner agrees to support Tremonia Mobility GmbH in identifying weaknesses in the subcontractor structure.

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The optimization of the detected weak points is the responsibility of the partner. Tremonia Mobility GmbH may specify quality assurance measures.

Partners who develop and/or supply software, also in conjunction with hardware, must comply with the ISO/IEC 330xx or Automotive SPICE® standards as amended.

The maturity assessment of the software development processes must be proven by the partner by means of an assessment according to ISO/IEC 330xx or Automotive SPICE®. At the request of Tremonia Mobility GmbH, the partner must submit the result protocol of the assessment according to Automotive SPICE® in the currently valid version according to ISO/IEC 330xx.

In the tendering phase, the partner must prove at least one continuous process evaluation with Level 1 in all processes of the VDA scope in a comparable project and submit a result protocol according to Automotive SPICE® without being asked. The underlying assessment must not date back more than 12 months.

The partner must prove a continuous process evaluation with Level 1 in all processes of the VDA-Scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the awarded project no later than 9 months after the award has been awarded.

No later than 18 months after the award has been awarded, the partner must prove a continuous process evaluation with Level 2 in all processes of the VDA-Scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the awarded project.

Proof of a continuous process evaluation with Level 3 in all processes of the VDA-Scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx is a prerequisite for participation in a tender for follow-up projects. The partner must provide proof of a consistent ASPICE Level 3 for services to ensure supply from Start-of-Production (SOP).

The execution and scope of the assessment as well as the qualification of the assessors must meet the requirements of ISO/IEC 330xx and the VDA Blau-Gold-Band Automotive SPICE® - Guideline- in the currently valid version.

ISO/IEC 330xx compliant audits can be carried out by independent assessors of the partner with valid intacs certification or by external companies recognized by Tremonia Mobility GmbH. Assessment results will only be recognized by Tremonia Mobility GmbH if they have been carried out and documented in accordance with the Tremonia Mobility GmbH Assessment-Guideline Automotive-SPICE. In principle, Tremonia Mobility GmbH has the right to carry out an assessment according to ISO/IEC 330xx or Automotive SPICE® itself.

In the event of significant deviations from these requirements, the assessment will not be recognized by Tremonia Mobility GmbH. In this case, a post-assessment must be carried out by an independent third party who did not participate in the invalid assessment. The costs for this post-assessment shall be borne by the partner. In principle, Tremonia Mobility GmbH has the right to carry out such a post-assessment according to ISO/IEC 330xx or Automotive SPICE® itself. Upon request, Tremonia Mobility GmbH must be provided with measured variables (so-called metrics) in the software development process by the partner (e.g. error numbers per lines of code, error distribution over development phases, efficiency measurement in different phases of software development, test covers such as C1 or equivalent measured variables). These metrics are to be defined by the partner analogous to the current MIS RA guidelines and the VDA metrics and coordinated with Tremonia Mobility GmbH.

#### 4. State of the art in science and technology

In accordance with the requirements of the Product Liability Act, the Partner shall ensure that its deliveries and services correspond to the state of the art in science and technology.

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## 5. Quality planning and assurance

The partner actively supports preventive series preparation through a cooperation model specified by Tremonia Mobility GmbH, e.g. according to the VDA standard "Maturity Level Assurance" (VDA-RGA), and provides the necessary resources for this.

The partner shall prove that the product realization is free of defects. The partner substantiates its quality assurance measures by quality assurance certificates.

The partner shall inform Tremonia Mobility GmbH immediately as soon as violations of the zero-defect obligation become foreseeable.

The partner is responsible for the determination and proper determination of the special characteristics (e.g. safety, certification, functional and process-relevant) in accordance with the specification, specifications or other information provided by Tremonia Mobility GmbH as well as for the appropriate optimization of the manufacturing systems, processes and test methods. If, in the event of a product defect, a risk to life and health from the use of the product cannot be ruled out, the partner must avoid faulty deliveries by all means. The investigation and evaluation of machine and process capability is carried out on the basis of VDA Volume 4, Ensuring Quality in the Process Landscape. The partner must ensure and document the stability of the manufacturing processes over the entire production period by means of suitable process control. If the capabilities are not reached, a 100% test of the product and process characteristics must be carried out.

If a product characteristic cannot be proven by process capability parameters, e.g. in special processes (e.g. welding, heat treatment, casting), proof of secondary characteristics must be provided and/or a 100% test must be used.

In such cases, Tremonia Mobility GmbH may require the partner to use other suitable verification methods for process reliability for the series.

If the Partner bears (co-)responsibility for the development of the delivered products and/or services, the Partner must assess the safety or certification relevance of the delivered products and/or services and affix a corresponding marking on technical documents, drawings and other documentation material. In addition, the partner is obliged to use the markings of Tremonia Mobility GmbH in his technical documents, drawings and other documentation, which are made available to Tremonia Mobility GmbH. In all other documentation, the marking must be continued in an adequate manner. The partner is obliged to implement the measures derived from the marking in ongoing production and to keep the associated evidence.

For safety fittings, the partner must comply with VDI guideline 2862.

Tremonia Mobility GmbH's specifications for labelling are:

DS:	Documentation Security Relevance	Safety-relevant are components or systems whose faultiness or failure can lead to an immediate danger to life and limb of road users.
Double room:	Documentation certification relevance	Relevant to certification are components or systems whose data, information, verifications, building permits are used in certificates or country-specific registration documents or which are checked during type approval.

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At the request of Tremonia Mobility GmbH, the partner will mark the components with a unique serial number to support traceability, the structure of which is determined by Tremonia Mobility GmbH.

The partner is obliged to check annually whether his deliveries comply with the specifications of Tremonia Mobility GmbH (including dimensions, material, reliability, legal requirements, environment and production control plan) (re-qualification). The partner evaluates, documents and archives the results. These are to be made available to Tremonia Mobility GmbH on request. A deviation from this clause must be agreed in writing between the partner and Tremonia Mobility GmbH.

### **Cooperation/escalation model**

The model is used for serious, recurring or long-lasting quality and logistics problems at the partner.

The performance of the partner is continuously measured and made available via KPIs. If the KPIs are exceeded, the model of the respective division applies, e.g. Q-HELP "Quality Challenges: Detection, Solution and Prevention".

Depending on the respective classification, additional measures are determined by Tremonia Mobility GmbH. If Tremonia Mobility GmbH supports the partner through the aforementioned measures, the partner reimburses the costs incurred by Tremonia Mobility GmbH and caused by the support.

### **6. Audit by Tremonia Mobility GmbH**

Taking into account the tests carried out by the partner in accordance with these GTC, the examination at Tremonia Mobility GmbH is limited to the comparison of the delivery note data with the goods tags, the examination of the number of loading units and transport damage clearly visible on the outside of the packaging.

Further inspection obligations of Tremonia Mobility GmbH do not exist.

Tremonia Mobility GmbH is entitled to participate in inspections, findings, reviews or tests carried out by the partner and its suppliers and their suppliers, to have such inspections observed by third parties authorized by Tremonia Mobility GmbH or to carry out such tests at the partner and its suppliers and their suppliers itself after prior agreement or to have them carried out by authorized third parties.

Tremonia Mobility GmbH has the right to view all development documents concerning Tremonia Mobility GmbH (software incl. source code for the purpose of analysis, e.g. collection of metrics) and documentation during production.

# Processing in case of defective Deliveries after leaving the Manufacturing plant

## 1. Subject matter of the contract

### 1.1. Scope

These regulations apply to the settlement of claims of Tremonia Mobility GmbH against partners due to the delivery of defective production material or defective spare parts, insofar as these defects have been discovered after the vehicles have left the respective manufacturing plant or the spare parts have been installed or sold to the customer.

### 1.2. Terms and Conditions of Purchase

The terms and conditions of purchase agreed between Tremonia Mobility GmbH and the partner remain unaffected.

## 2. Determination of defects

The determination of defects takes place in the workshops / organizations licensed to Tremonia Mobility GmbH and flows into the Tremonia Mobility GmbH systems for material defect processing. The damaged parts are identified by Tremonia Mobility GmbH as provisionally defective.

## 3. Processing of transactions in standard recourse

The settlement regulations for standard recourse apply to defective deliveries, insofar as these have not led to a recall, serial damage or damage to other components.

### 3.1. Definition of a part family

For the formation of the recognition quota, the aid "part family" is used. A part family consists of parts with the same function and properties.

### 3.2. Formation of a family of parts

The division-specific parts family formation is generally carried out by mutual agreement between Tremonia Mobility GmbH and the partner. If damaged parts with new part numbers are presented during the year or if new spare part numbers occur within the warranty systems, new parts families will be mutually agreed between Tremonia Mobility GmbH and the partner during the year or existing parts families will be supplemented.

In particular, the following parts are grouped together in a part family:

- » Parts that can be replaced as part of a repair in the workshop
- » Series and spare parts (e.g. new, improved successor parts replacing an older version)
- » different country variants, if no serious technical. Deviations exist

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» Cross-series for similar and technically comparable components

### 3.3. Return of parts

#### 3.3.1 Sample for damage analysis

In order to reduce the effort for parts return and analysis, the defect detection and the associated cost sharing of the partner is carried out on the basis of an unselected random sample of removed damaged parts for which the defect occurred within the applicable limitation period for claims for defects (hereinafter referred to as "warranty sample"). These damaged parts are made available to the partner by the Tremonia Mobility GmbH findings for analysis, are recognizable to the partner in the IT reporting systems as "guaranteed goods" and serve as the basis for the formation of the recognition rate.

Unless otherwise agreed, the warranty sample generally comprises 10-30% of the damaged parts of a part family within a billing period.

The partner must inform Tremonia Mobility GmbH at an early stage of feasible and economically sensible changes to sample size and origin for specific part families, provided that the changes can be expected to provide further knowledge and improved quality work in individual cases. Tremonia Mobility GmbH will check the information provided by the partner and adjust the parts control of the sample if necessary.

If the sample size of the guarantee sample is less than 10% of the damaged parts, an adjustment of the recognition rate determined from this can be made by mutual agreement if the shortfall was not agreed with the partner.

At the instigation of Tremonia Mobility GmbH or at the request of the partner, damaged parts, e.g. from certain countries, periods or with certain defect patterns, can be returned outside the warranty sample and forwarded to the partner for analysis. These damaged parts are recognizable to the partner in the IT reporting systems as "test goods" and have no influence on the recognition rate.

#### 3.3.2 Procedure in case of unrepresentative number of damaged parts

If there are indications that the worldwide failure is not represented by the damaged parts from Germany or that there are no damaged parts from Germany, Tremonia Mobility GmbH may also include damaged parts from other countries in the warranty sample.

#### 3.3.3. Reaching a sample of 10% in abilling period

As soon as 10% damaged parts of a part family from a billing period have been submitted for diagnosis, it can be assumed that this sample is representative. Tremonia Mobility GmbH can control the warranty parts for the corresponding billing period. Tremonia Mobility GmbH indicates this to the partner. The recognition quota is agreed on this basis.

If the partner does not object to this procedure or does not object to it with no objective justification within 14 days, the procedure shall be deemed confirmed by the partner; Tremonia Mobility GmbH will inform the partner of this consequence in the advertisement. If the partner objects to the procedure in writing and objectively justified within 14 days after the written notification, the dispatch will be resumed.

In order to be able to discover new damage patterns or potential long-term errors, for example, the partner remains obliged to analyze individual parts that are made available to him as test goods by Tremonia Mobility GmbH, even if the parts dispatch is discontinued.

#### 3.3.4. Early reaching of a representative sample from specific production periods

If, in individual cases, a further gain in knowledge through continued analysis of damaged parts is not to be expected, a recognition quota can be agreed ahead of time for certain parts of a part family from specific production periods (e.g. by means of a written agreement). From the

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time of notification by Tremonia Mobility GmbH to agree on a recognition quota, no further parts of this part family from the affected production period will be shipped. If the partner objects in writing and objectively justified to the determination of a recognition quota, the dispatch will be resumed. Volumes for which a recognition quota has been agreed ahead of time are spun off from their sub-family.

In order to be able to discover new damage patterns or potential long-term errors, the partner remains obliged, even if a recognition quota is agreed prematurely, to analyze individual parts that are made available to him as test goods by Tremonia Mobility GmbH.

### **3.4. Carrying out the damage part analysis and determining the recognition rate (AQ)**

The guideline of the German Association of the Automotive Industry (VDA) applies to the analysis of damaged parts. "The joint quality management in the supply chain – marketing and customer service – damage part analysis field" and the respectively valid GTC of Tremonia Mobility GmbH.

#### **3.4.1. Time limits in the analysis of damaged parts**

In the case of the damage part analysis by the partner, the partner must confirm receipt five calendar days after receipt of the parts via the IT systems provided by Tremonia Mobility GmbH for analysis processing and transmit a status feedback with initial test results and implementable immediate measures to Tremonia Mobility GmbH within 14 calendar days after receipt of the parts.

The partner shall inform Tremonia Mobility GmbH of a final result no later than 28 calendar days after receipt of the parts by the partner (see VDA volume "Damaged part analysis field" chapter 2.2 Test status and inspection strategy in the damage part analysis). The result of the findings must contain statements on the causes of failure and feasible measures for the final elimination of errors in the form of a VDA-compliant 8D Reports included.

In the case of "priority parts", the partner must send Tremonia Mobility GmbH a response with initial test results and feasible immediate measures 7 calendar days after receipt of the parts by the partner. In addition, a shortened period of 14 calendar days applies for the notification of the final result. Priority parts are marked accordingly in the system and are, for example, parts within a start-up (vehicle, unit, system), parts from breakdowns or safety-relevant parts.

If the deadlines for the final result of the findings are missed by the partner, the parts concerned shall be deemed to have been accepted; Tremonia Mobility GmbH will inform the partner of this consequence in the system.

Parts rejected by the Partner remain the property of Tremonia Mobility GmbH. If these parts are marked as "relevant for return" in the IT reporting systems, the partner must return them to Tremonia Mobility GmbH within 14 calendar days after notification of a final result in the delivery condition (in the case of destructive testing in the corresponding condition agreed with Tremonia Mobility GmbH) (date of receipt of goods by Tremonia Mobility GmbH is decisive). If the rejected parts are not marked as "relevant for return", the parts must be stored by the partner in a restricted warehouse for up to 10 weeks after notification of a final result and made available to Tremonia Mobility GmbH on request. After this period, the parts are to be scrapped by the partner. If the partner does not comply with these obligations for return and storage, the corresponding parts shall be deemed to have been accepted; Tremonia Mobility GmbH will inform the partner of this consequence in the system.

Parts recognized by the Partner are exempt from the obligation to return and store.

In justified cases, the time limits referred to in this section 3.4.1 may be amended by mutual agreement.

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If the partner needs an extension of the deadlines, the partner requests in writing at the responsible reporting office and documents the current status of the test results, as well as the exact reasons and the target date in the IT reporting systems.

#### 3.4.2. Determination of recognition rates (AQ)

Based on the results of the damage part analysis, Tremonia Mobility GmbH and the partner determine the recognition rate. All recognition rates usually refer to specific part families and a defined seizure period. The recognition rates determined are applied to claims worldwide.

The recognition rate is calculated from the number of damaged parts recognized by the partner in relation to all damaged parts presented as "guaranteed goods".

The Tremonia Mobility GmbH Reporting Office reserves the right to audit the course of the damage part analysis at the partner at any time after reasonable prior notice in accordance with the VDA standard "Damaged part analysis field - audit standard".

A classification of less than 90% of the degree of fulfillment according to VDA "Damage Analysis Field - Audit Standard" and/or a classification of less than 80% of the degree of fulfillment in relation to the NTF process proves that the partner's damage part analysis is not or only conditionally capable. As a result, the actual recognition rate must be greater than the findings of the partner. In order to obtain a realistic recognition rate, Tremonia Mobility GmbH can negotiate an audit surcharge (AZ) on the recognition rate with the partner on the basis of the degree of fulfillment.

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$$\text{AQ [\%]} = \frac{\text{[(sum of recognized damaged parts) + (sum of damaged parts not analysed on time) + (Total number of parts not returned within the deadline)]}{\text{(number of detected damaged parts)}} \times 100 + \text{AZ [\%]}$$


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AQ [%] is a maximum of 100%

#### 3.4.3. Product, process changes and production relocations

In the case of product changes, process changes or production relocations that have not been notified by the partner in accordance with GTC 13 or not confirmed by Tremonia Mobility GmbH, the recognition rate is 100%, unless the partner proves that there is no causal relationship to the damage. In the case of assemblies or multi-part deliveries, this includes parts that the partner has purchased from suppliers or upstream suppliers.

#### 3.4.4. Cost regulation in the context of the analysis of damaged parts

The costs incurred in connection with the damage part analysis shall be borne by the partner and Tremonia Mobility GmbH themselves. Any transport and logistics costs incurred will be borne by the respective recipient. If the partner requests additional parts returns outside the warranty sample, the partner shall bear the transport and logistics costs incurred.

#### 3.4.5. No Trouble Found (NTF) Process

If no error or cause of failure could be determined after carrying out the damage part analysis, Tremonia Mobility GmbH and the partner agree to carry out an NTF process in accordance with the VDA band "Damage Part Analysis Field". The NTF process is used to determine the cause of a problem topic that could not be identified during the damage part analysis. This comes into force after consultation with the partner if a customer complaint could not be traced by the damage part analysis at the partner ("i. O. according to diagnosis").

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### 3.5. Processing of claims for defects

#### 3.5.1. Calculation of material defect costs

The partner reimburses Tremonia Mobility GmbH in standard recourse per case of damage the following costs, insofar as these are based on defective deliveries (material defect costs):

- » Tremonia Mobility GmbH Purchase price of the spare part in the year of seizure (the year in which the damage occurs)
- » 40% of the purchase price of the spare part in the year of acquisition ("handling costs") as compensation for the expenses in the central spare parts system, for transport costs of the spare parts from the goods receipt at Tremonia Mobility GmbH to the place of subsequent performance, for the expenses in the service workshops, for parts procurement and warehousing as well as other ancillary costs; the partner is entitled to prove that these costs were not incurred or were significantly lower than 40% of the purchase price of the spare part.
- » all labour costs (removal and installation costs incl. diagnosis and analysis costs) as an average wage cost corresponding to the wage costs actually incurred in the service workshops worldwide in connection with the material defect

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**Material defect costs = Tremonia Mobility GmbH purchase price + handling costs + labour costs**

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#### 3.5.2. Calculation of the recourse volume

The recourse volume is calculated by multiplying the recognition rate (AQ) by the sum of the material defect costs incurred worldwide.

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**Recourse volume = AQ × partner's worldwide material defect costs incurred**

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#### 3.5.3. Invoicing in standard recourse

The material defect costs of the respective findings results will be invoiced immediately after submission of the findings. The recourse quota on basic stocks of the recognition quota (AQ) takes place for one calendar year ("year of incidence", corresponds to the year in which the damage occurs). As a rule, the partner receives an annual debit note from Tremonia Mobility GmbH about the recourse volume incurred within the previous calendar year of the claims recorded worldwide in the Tremonia Mobility GmbH systems and assigned to the partner.

## 4. Processing of transactions in special recourse

A special recourse exists in the case of defective deliveries, insofar as these have led to a recall, serial damage or damage to other components.

### 4.1. Recall

A recall within the meaning of these regulations exists if, due to a defective product and the resulting violation of legal or official regulations, in particular safety or environmental requirements, a measure to remedy the defects in the vehicles ("field measure") is ordered by the competent authorities or voluntarily carried out by Tremonia Mobility GmbH in compliance

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with the regulations. In addition, all field measures carried out due to a defective product are considered recalls, insofar as they serve to avert dangers to life and limb.

#### 4.2. Damage to other components

Damage to other components exists if, as a result of the defective delivery or service of the partner, vehicle components other than the defective one are damaged or other parts must also be replaced or renewed in the course of the repair of the delivered defective part.

#### 4.3. Serial damage

Serial damage exists for any material defect that has a defect rate of more than 3% (defective vehicles produced/total vehicles produced with the same type of delivery items) in one month of production (calendar month) of the vehicles. If the defect rate is less than 3%, a coordination is made with the partner as to whether this damage is also treated as serial damage.

#### 4.4. Processing of claims for defects

An agreement is concluded individually with the partner on the settlement of Tremonia Mobility GmbH's claims for defects in special recourse. The resolution rules on standard redress (Section 3 of these rules) do not apply; however, the provisions in section 3.4.3 (product, process changes and production relocations) shall be applied accordingly in special recourse.

### 5. Claims despite acceptance

The acceptance or release of submitted samples by Tremonia Mobility GmbH as well as compliance with test specifications shall not affect the claims of Tremonia Mobility GmbH.

### 6. Deliveries/services of third parties

In principle, the partner must manufacture the parts himself. If the Partner purchases deliveries and/or services from third parties ("suppliers") for the manufacture of the parts or if the Partner receives the parts from third parties ("suppliers"), it must constantly check these deliveries and/or services to ensure that they are free of defects.

If Tremonia Mobility GmbH asserts rights against the partner due to defective parts and these rights presuppose fault on the part of the partner, the partner is responsible for the fault of suppliers and upstream suppliers to the same extent as its own fault.

### 7. Arbitration Expert

Is there a dispute between the partner and Tremonia Mobility GmbH (jointly: "parties") whether deliveries or Services of the partner are free of defects, the parties agree on a jointly commissioned arbitration expert within three months at the request of one side. If the parties have not agreed on an arbitration expert within the specified period and have not commissioned him, Tremonia Mobility GmbH is entitled to apply to the President of the Chamber of Industry and Commerce to appoint an arbitration expert. After appointment of the arbitration expert, Tremonia Mobility GmbH and the partner jointly commission the arbitration expert. If a joint agreement with the arbitration expert has not been reached within three months of the appointment of

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the arbitration expert, both Tremonia Mobility GmbH and the partner are entitled to commission the arbitration expert alone.

The arbitration expert examines and decides the disputed question in a mutually binding manner. He must give Tremonia Mobility GmbH and the partner the opportunity to comment to an appropriate extent. In his expert opinion, the arbitration expert shall – unless otherwise mutually agreed between the parties – answer the question of whether the deliveries or services of the partner are free of defects. The Partner shall provide the arbitration expert with the information necessary for the investigation.

Tremonia Mobility GmbH is entitled to withdraw the application to the President of the Stuttgart Region Chamber of Industry and Commerce if the arbitration expert does not submit the expert opinion within a reasonable period of time. With the withdrawal of the application, the arbitration proceedings end. In this case, Tremonia Mobility GmbH is also entitled to terminate the agreement with the arbitration expert, regardless of whether the arbitration expert was commissioned jointly or by one party alone.

The parties shall each bear half of the costs of the arbitration report. §§ 317 to 319 BGB apply.

## **8. Other rights**

Other legal or contractual rights of Tremonia Mobility GmbH remain unaffected by these regulations.

## **9. Recourse-relevant information for the partner and contact person**

Recourse-relevant information can be retrieved by the partner at any time within the organization. It is in the interest of the partner to view this information regularly, as it gives him, for example, an overview of defects in his components.

In order to ensure smooth communication in the event of recourse, damage repatriation and analysis, the partner shall inform Tremonia Mobility GmbH of at least one authorized contact person and shall inform immediately of any change to the contact person and/or changes to his contact details.

# Failure mode and Impact Analysis (FMEA)

The partner must create and maintain a design and process FMEA for the system to be developed/delivered or the component (component) in good time by means of a suitable system. The procedure must comply with the AIAG/VDA FMEA manual Design-FMEA, Process FMEA, FMEA supplement MSR-Monitoring & System Response. The partner is responsible for its own FMEA scope.

The interfaces of the FMEA must be prepared with the respective responsible Tremonia Mobility GmbH department. If necessary, the assessment of the severity of the error consequences ("B") is coordinated between the partner and the Tremonia Mobility GmbH department.

If the product (system) to be developed/delivered contains software scopes, the system architecture/structure is preferably functionally represented. The structure can be derived from a functional analysis, which describes the interaction of the functions and subfunctions of a system. The essential software functions are to be considered analogously to hardware functions and taken into account in the system architecture/structure.

Further requirements can be specified in the specifications or other specifications and guidelines by Tremonia Mobility GmbH.

The documentation on the method and the evidence for the implementation of the FMEA including documents must be submitted to Tremonia Mobility GmbH for inspection upon request.

All documents in connection with this procedure must be kept by the partner in accordance with VDA Volume 1.

GTC 17/20	Delivery schedule
GTC 28/16	General Packaging Regulations and handling of load carriers
GTC 29/14	Shipping of Goods
GTC 35/15	Communication with Tremonia Mobility GmbH via Remote Data Transmission (dial- and Supplier Portal

# Logistics

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# Delivery schedule

## 1. General part

### 1.1. The delivery schedule

The binding quantities to be delivered by the partner and the delivery dates result from the individual delivery call-offs of Tremonia Mobility GmbH. The delivery schedule is created by Tremonia Mobility GmbH for each item number and sent to the partner via dial-up (remote data transmission). The transmission is carried out by <sup>4</sup>Tremonia Mobility GmbH in a valid standard format. The available formats correspond to the generally applicable standards and may contain minor deviations caused by Tremonia Mobility GmbH's internal organizational processes. Should a certain standard format be necessary due to procedural requirements, this will be specified by Tremonia Mobility GmbH and must be used.

At the request of the partner, in exceptional cases and with the express consent of Tremonia Mobility GmbH, the delivery call-offs can alternatively be transmitted by EDIweb, e-mail or fax instead of by dial-up.

Delivery call-offs can be sent directly to the partner's production plants at the request of the partner of Tremonia Mobility GmbH; in these cases, the partner remains responsible for the proper fulfilment of the call-offs.

The call-off quantities in the call-offs are assigned to exact delivery days in the short-term period (up to 4 months). The delivery days are defined as arrival dates (goods receipt at Tremonia Mobility GmbH) and are adhered to by the partner.

The respective delivery must always be made at the status of the last transfer, i.e. on the basis of the latest delivery call-off.

### 1.2. Purchase obligation

In the event of a full or partial cancellation of delivery call-off quantities by Tremonia Mobility GmbH, the acceptance obligation determines the periods for which Tremonia Mobility GmbH is obliged to accept parts or primary materials. Tremonia Mobility GmbH is obliged to accept parts and primary material as follows:

The acceptance obligation of Tremonia Mobility GmbH results from each delivery schedule per item number from the fields "Production release" and "Material release". The period of production release regulates the call-off quantities for which Tremonia Mobility GmbH is obliged to accept produced parts. The period of material release regulates the call-off quantities for which Tremonia Mobility GmbH is obliged to accept the primary materials.

The period of the production release or the material release always begins with the delivery release creation date and is valid daily progressively for the specified period until a new release arrives.

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<sup>4</sup> The materials/parts used at Tremonia Mobiliy GmbH are sorted according to part numbers/groups. The explanations and structure/structure are available in the "Handbook of Tremonia Mobiliy GmbH Part Numbers" in the Tremonia Mobiliy GmbH Supplier Portal under <http://supplier.TremoniaMobiliyGmbH.com> documented.

In the business segment Tremonia Mobility GmbH, the rule "2 + 2" months applies: The production release and the material release refer to a period of two months each.

In the case of special parts spectra, there may be deviating regulations.

There is no obligation to accept call-off quantities outside of the production and material release.

## **1.2. Communication with Tremonia Mobility GmbH on delivery schedule**

The call-off quantities and delivery dates specified by Tremonia Mobility GmbH in the call-offs must be adhered to by the partner. A confirmation of the delivery schedule by the partner is not necessary.

If delivery quantities and/or delivery data cannot be fulfilled or adhered to by the partner, the partner is obliged to communicate this in the SMB module BBM (demand and inventory management) by corresponding entries to Tremonia Mobility GmbH for release. In such cases, the partner must enter specific delivery quantities and delivery dates with arrival times (time) in the BBM.

If necessary, the partner will also immediately contact and coordinate with the responsible material planner at Tremonia Mobility GmbH.

In addition, the partner undertakes to enter his capacity information in the SMB module BKM (Demand and Capacity Management). In this case, the specification of the technically possible output quantity using a normal shift model (normal capacity), the output quantity using a maximum shift model (maximum capacity) and the current delivery capacity of the respective part numbers or part families must be entered in the BKM for a certain period of time.

Changes to capacity specifications must be reflected by the partner in a timely, plausible and complete manner.

The partner must ensure the production capacities of its suppliers. In order to secure the input material requirements, the partner must transmit the required requirements to its suppliers.

## **2. Pick-up sheet**

### **2.1. Pick-up sheet as supplementary release type**

The pick-up sheet (PUS) can be used as a supplementary release type. In the PUS, the delivery schedule serves as a blanket release for the purposes of preview and capacity planning; the obligation to accept is also based on the call-off (cf. Section 1.1).

Upon receipt of the PUS, the shipping/delivery control is transferred from the delivery schedule to the PUS. An essential feature of the pick-up sheet process is that the pick-up day is specified. The partner must provide the materials/parts in good time for collection on the day of collection.

The PUS is transmitted in the standard format VDA 4985. Alternatively and only with the prior consent of Tremonia Mobility GmbH, the PUS can be provided by Tremonia Mobility GmbH on the IBL platform (Inbound Logistics) in exceptional cases.

## **2.2. Communication with Tremonia Mobility GmbH on the pick-up sheet**

If call-off quantities cannot be fulfilled in the pick-up sheet process on the respective pick-up day, the partner must create a special pick-up sheet (SPUS) for the delta quantity. The information from PUS and SPUS is automatically forwarded by the system to the SMBBBM platform and displayed there (see also Section 1.3.). The provisions on call-offs from Section 1.1. shall apply accordingly.

Deliveries are not possible in the pick-up sheet process.



# General packaging regulations and handling of load carriers

## 1. General provisions

Tremonia Mobility GmbH uses reusable packaging, so-called Pool or special load carriers. The exchange of information between Tremonia Mobility GmbH and its partners on load carrier management processes takes place exclusively via the Internet application "electronic Container Management" (eCon), which is available via the Tremonia Mobility GmbH Supplier Portal (<https://supplier.tremoniamobility.com>). Complaints in the event of logistical failures by the partner are handled in the "REKLA" module, which is also available via the aforementioned Tremonia Mobility GmbH Supplier Portal.

## 2. Handling load carriers

When handling the load carriers required for the delivery of parts, the partner shall comply with the regulations of the process manual Load Carrier Management Europe. If, in addition, specific packaging requirements require deviations from the regulations of the process manual, a jointly agreed solution must be agreed between the partners concerned:

- » for productive material with the responsible packaging planner of the receiving plant (see eCon);
- » for Mercedes-Benz Genuine Parts with the responsible packaging planner of the Global Logistic Center;
- » for raw materials, auxiliary materials and operating materials with the responsible purchaser.

If several works are affected by the exception, the partner takes over the coordination for all affected receiving works.

### 2.1. Member plants in the load carrier pool Europe of Tremonia Mobility GmbH

The partner may use the load carrier pool Europe provided by Tremonia Mobility GmbH Load carriers only the plants connected to the Tremonia Mobility GmbH load carrier pool Europe (see eCon for current lists). In the case of deliveries from non-affiliated plants or companies, the partner will be charged for a resulting loss of load carriers (see also section 2.10).

### 2.2. Packaging definition

The packaging is determined by the responsible packaging planner of the receiving plant in consultation with the packaging planner of the partner authorized in eCon. The packaging data sheets are made available in eCon. Different packaging can be specified for identical parts. Alternative packaging may only be used in exceptional cases and after consultation with the responsible packaging planners of the receiving plants.

If the specified load carrier is not adhered to by the partner, Tremonia Mobility GmbH reserves the right to charge the partner for the additional costs incurred for the receiving unit (e.g. repackaging and administration costs) (see also section 3.).

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### 2.3. Requirements planning and needs assessment

For pool load carriers, Tremonia Mobility GmbH carries out a needs assessment for each load carrier type. The main influencing factors here are the current packaging plans, the part requirements, the filling quantities and the load carrier circulation factors.

In the case of special load carriers, the determination of requirements is coordinated between the partner and the receiving unit on the basis of production plan figures, the filling quantity of the load carrier and the load carrier circulation factors.

The basis for supplying the partner with load carriers is the supplier circulation factor.

By default, the partner of Tremonia Mobility GmbH receives a basic range of 5 working days for all load carrier types. For specific forms of delivery (e.g. JIS, JIT), the basic range is lowered. After consultation, an additional requirement can be agreed on the basic range, which should only exceed 10 working days in justified exceptional cases. Additional requirements can only be granted if the containers are available.

The range for pool load carriers is to be coordinated with the central load carrier management of Tremonia Mobility GmbH. In exceptional cases, Tremonia Mobility GmbH is entitled to temporarily reduce additional requirements granted for pool load carriers by a maximum of 2 days, but not more than to the basic range of 5 working days. The reduction takes place after prior consultation with the partner.

Additional requirements for special load carriers as well as plant-specific special requirements for pool load carriers (e.g. temporary stockpiling) must be coordinated with the respective receiving unit.

Changes in the form of delivery or relocations must be communicated to the responsible load carrier planner immediately after becoming known.

### 2.4. Procurement of load carriers according to Tremonia Mobility GmbH design

The procurement of load carriers according to Tremonia Mobility GmbH designs is usually carried out by

Tremonia Mobility GmbH or an affiliated company of Tremonia Mobility GmbH within the meaning of § 15 AktG. The

Tremonia Mobility GmbH or an affiliated company of Tremonia Mobility GmbH within the meaning of § 15 AktG

Load carriers are the property of the respective procuring company. Charge carriers according to

Tremonia Mobility GmbH constructions as well as replicas of Tremonia Mobility GmbH constructions may not be procured and/or circulated by the partner. Should such charge carriers nevertheless be put into circulation, they can be sorted out or – if a clear assignment is possible – returned at the expense of the causative partner.

### 2.5. Procurement of manufacturer-independent designs (e.g. VDA containers, EWPS)

VDA containers are generally procured by Tremonia Mobility GmbH or an affiliated company of Tremonia Mobility GmbH within the meaning of § 15 AktG. Additional requirements can be requested from the central load carrier management of Tremonia Mobility GmbH or procured by the partner himself. The responsibility for the functionality of the load carrier pool lies with all parties involved.

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Manufacturer-independent special load carriers (e.g. EWPS) are usually procured by the partner. In this case, the partner bears the corresponding responsibility (replenishment, repair, etc.). The partner is obliged to mark these load carriers with an official Tremonia Mobility GmbH load carrier number and to manage them under this number.

The Tremonia Mobility GmbH load carrier number can be obtained from the responsible load carrier planner.

## 2.6. Supplier designs

The partner can carry out the design and procurement of special load carriers on his own responsibility after prior coordination with Tremonia Mobility GmbH. The partner is obliged to mark these special load carriers with an official Tremonia Mobility GmbH load carrier number and to carry them under this number. The Tremonia Mobility GmbH load carrier number can be obtained from the responsible load carrier planner. The partner is the owner and bears the corresponding responsibility (repair, timely and needs-based provision).

## 2.7. Usage fee

If load carriers are provided by Tremonia Mobility GmbH, Tremonia Mobility GmbH charges a usage fee for the use of the load carriers by the partner. If the load carriers are provided by the partner, no billing will be made by Tremonia Mobility GmbH.

With regard to the usage fee, a distinction is made between an inventory and a demand-oriented rental procedure.

In the case of pool load carriers, billing is carried out centrally by means of an inventory-oriented rental procedure. The load carriers relevant for the rental procedure as well as their rental prices per calendar day are stored in eCon. Tremonia Mobility GmbH prepares quarterly rental invoices and provides the attachments for rent settlement in eCon.

In the case of special load carriers, billing is carried out centrally by means of a demand-oriented rental procedure. The load carriers relevant for the rental procedure and their rental prices per calendar day are stored in eCon for specific suppliers. Tremonia Mobility GmbH prepares quarterly rental invoices and provides the attachments for rent settlement in eCon.

The essential features of both methods are described in the Process Manual Load Carrier Management Europe. In individual cases, special agreements can be made with the partner for the use of special load carriers for individual plants.

## 2.8. Supply management

Empties are supplied actively by the respective receiving unit or by a remote-optimized empties dispatch plant on the basis of account management and demand planning. If Tremonia Mobility GmbH is the freight payer for parts deliveries, Tremonia Mobility GmbH also assumes the freight costs for the delivery of empties. If the partner is the freight payer for parts deliveries, the delivery of empties shall also be at the expense of the partner.

In order to optimize freight and handling costs, empties are usually delivered in complete containers and transport units.

The partners will support the management by constantly reviewing the stocks of empties and book inventories. In the event of imminent load carrier bottlenecks, the empties dispatch points of the plants must be informed in good time, taking into account the empties provision time. Even in the event of bottlenecks in empties, the partner's delivery obligation remains

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unrestricted. Unless otherwise agreed, series load carriers are usually made available to the partner for the first production test (e.g. PRO 1, Try-Out 1) during series production start-ups.

## 2.9. Account management

Pool load carriers are managed centrally account-managed. Special load carriers are either factory account managed or are not subject to account management. The account management of the load carriers of Tremonia Mobility GmbH is carried out by Tremonia Mobility GmbH. The data quality of delivery notes and shipping documents directly influences the needs-based load carrier supply and the amount of the usage fee.

In the case of centrally account-managed load carriers, Tremonia Mobility GmbH creates monthly load carrier account statements and makes them available to the partner for verification in eCon. They are the basis for difference clarifications as well as for the rental settlements of pool load carriers.

The complaint period for appeals is 6 weeks from the publication of the account statements in eCon. If the partner does not enter a complaint in eCon within these 6 weeks, the balances shown shall be deemed to have been accepted by the partner. Tremonia Mobility GmbH reserves the right to charge the partner for expenses for the processing of unjustified complaints (see also section 3.). Complaints of a large number of documents, which are rejected by a majority after a case-by-case examination, are considered unjustified.

Tremonia Mobility GmbH reserves the right to compare the load carrier requirements of the partner with its book stocks. If excess stocks are detected, they can be reclaimed by the partner. If the load carriers are not returned, Tremonia Mobility GmbH is entitled to make a replacement procurement and to invoice the partner at transfer prices.

## 2.10. Inventory processing

For all pool load carriers as well as for defined special load carriers managed by the company account, an inventory is carried out annually by the partner as of 31.12. The meter results are to be recorded by the partner in an electronic inventory list in eCon. The partner is responsible for the correctness of the transmitted counting results.

In exceptional cases (e.g. bottlenecks in the load carrier supply), it may be necessary to carry out an additional inventory during the year.

Tremonia Mobility GmbH reserves the right to validate the transmitted inventory results by means of an on-site inspection. The partner assures authorized persons of free access to Tremonia Mobility GmbH load carriers and supports the counting.

In the event of inventory differences, a replacement procurement will be carried out by Tremonia Mobility GmbH, which will be invoiced to the partner, unless the partner is not responsible for this. If the partner subsequently corrects his original inventory report in the course of the clearing procedure and Tremonia Mobility GmbH has already procured the reported shortfall of load carriers, the partner will replace 10% of the replacement value.

Tremonia Mobility GmbH charges a processing fee for the processing of inventory differences.

If the partner does not meet his obligations of a quantity and timely inventory report to Tremonia Mobility GmbH despite repeated notices and reminders, a total loss of the load carriers is to be assumed. Tremonia Mobility GmbH is entitled to carry out a replacement purchase, which will be invoiced to the partner at the transfer price. The pronounced burdens cannot be offset against inventory reports of the following years.

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### 3. Logistical failures of the partner

Tremonia Mobility GmbH reserves the right to complain about logistical errors of the partner via the REKLA module on the IBL platform and to invoice any additional expenses incurred. This includes, in particular, deviations from the packaging agreement in the goods receipt process (see also GTC 35 Section 4.).

# Shipping of goods

## 1. General

The following regulations concern the dispatch of goods, including the requirements for the preparation of delivery notes and goods tags as well as other documents.

### 1.1. Declaration of commercial origin

The partner has the non-preferential (commercial) origin according to Art. 59 et seq. Regulation (EU) No 952/2447, as amended.

### 1.2. Declaration of preferential origin

If the Partner has its registered office and/or production site within the European Union, the Partner must issue a supplier's declaration in accordance with Articles 61-66 of Implementing Regulation (EU) No. 2015/2447 in its current version (long-term supplier declaration) on the basis of the applicable regulations on preferential origin of goods. In these cases, the indication of commercial origin must be made together with the issuance of the (long-term) supplier's declaration of preferential origin.

In principle, the partner of Tremonia Mobility GmbH receives with the order or annually during the ongoing business relationship

- a) an invitation to submit the (long-term) supplier's declaration including a description of the binding **procedure or**
- b) a corresponding cover letter with the (long-term) supplier to be used-  
Declaration form.

The partner provides the signed (long-term) supplier's declaration to Tremonia Mobility GmbH within 4 weeks after receipt of the request/cover letter, but at the latest upon delivery.

In principle, every (long-term) supplier's declaration must be signed by hand. The responsible persons must be named and the position in the company must be indicated. In the case of a computer-technical creation, a handwritten signature can be dispensed with. In this case, Tremonia Mobility GmbH must receive a written declaration of commitment at the latest when the first declaration is sent (cf. Art. 63 para. 3 DVO (EU) 2015/2447). The declaration of commitment must be sent to Tremonia Mobility GmbH (**DGS-Berlin GmbH**, HPC HC 23 10875 Berlin Germany or by e-mail to: [mbox-495-dgsb-lieferantenerklaerungen@Tremonia Mobility GmbH.com](mailto:mbox-495-dgsb-lieferantenerklaerungen@Tremonia Mobility GmbH.com)). The partner only has to use the form sent by Tremonia Mobility GmbH.

The partner must inform Tremonia Mobility GmbH (DSG-Berlin GmbH, HPC HC 23 10875 Berlin Deutschland or by e-mail to: [mbox-495-dgsb-lieferantenerklaerungen@Tremonia Mobility GmbH.com](mailto:mbox-495-dgsb-lieferantenerklaerungen@Tremonia Mobility GmbH.com)) immediately if the information provided in a (long-term) supplier's declaration is no longer correct in the future. A (long-term) supplier's declaration is also issued by the partner if it is hereby certified that the delivered goods do not have preferential EU origin within the meaning of the respective agreements. A price breakdown in the form of a LOP (long-term supplier's declaration for goods without preferential origin status) is then used to indicate the "part number", "part designation", HS position and value of the non-originating materials used, so that it can be seen to what extent the threshold allowed according to the list rules has been exceeded. This allows Tremonia Mobility GmbH to take into account the preferential EU origin status as a percentage in its own calculation process. Accordingly, a (long-term) supplier's declaration must be submitted for each delivered product, regardless of their actual originating status.

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The partner Tremonia Mobility GmbH (**DSG-Berlin GmbH**, HPC HC 23 10875 Berlin Germany or by e-mail to: [mbox-495-dgsb-lieferantenerklaerungen@Tremonia-Mobility-GmbH.com](mailto:mbox-495-dgsb-lieferantenerklaerungen@Tremonia-Mobility-GmbH.com)) must also inform immediately if it finds that declarations on the preferential and non-preferential origin of goods issued in the past (supplier's declaration/long-term supplier's declaration/movement certificate/invoice declaration) are wrongly were issued.

If the partner has its place of business and/or a production facility in a country with which an EU free trade agreement exists, it must issue a proof of preference (movement certificate/declaration of origin on the invoice) for each delivery. The provisions of the free trade agreements must be complied with.

In the run-up to the conclusion of an agreement on series delivery, Tremonia Mobility GmbH requests a so-called "award supplier declaration" from the potential partner. The latter hereby declares that, in the event of series delivery, goods originating in the EU will be delivered with corresponding proof of origin in accordance with Regulation (EU) No. 2015/2447 within the meaning of the preferential agreements concluded by the EU. This declaration serves Tremonia Mobility GmbH as a basis for the preparation of forecasts on the preferential origin status of the goods manufactured with these primary materials and at the same time represents the basis for the award of the contract for series delivery.

The "Procurement Supplier's Declaration" is requested from the partner within the framework of the predecessor series with a corresponding letter including formal specification for the declaration to be submitted. The "procurement supplier declaration" expressly does not constitute a (long-term) supplier's declaration within the meaning of Regulation (EU) No. 2015/2447.

### **1.3. Notification obligations for goods subject to export controls**

The partner is obliged to inform Tremonia Mobility GmbH if the goods provided (including software and technology) are covered by export control goods lists (e.g. joint military goods list, Annex I of EC Dual-Use Regulation 428/2009, US Commerce Control List) in accordance with German, EU or US export control law as well as the national export control law of the country of origin of the goods. If the goods provided represent "US goods" within the meaning of US export control law (= items subject to the EAR or subject to the ITAR), the partner must point this out to Tremonia Mobility GmbH. If the goods provided include U.S. shares, the <sup>5</sup> Partner is also obliged to disclose the value (usual purchase price or current market price) of the US share in total as well as the applicable export control classification (ECCN XXXXX or EAR99), if this information is available to the Partner. In order to fulfil the aforementioned notification obligations, the partner must provide the relevant export list numbers (e.g. position of the German export list or Annex I of the EC Dual-Use Regulation 428/2009, Export Control Classification Number [ECCN], U.S. Munitions List [USML] etc.) and, if applicable, the value of corresponding US shares in the goods of the relevant goods items, stating the Tremonia Mobility GmbH part number (if available) to inform the Central Export Control of Tremonia Mobility GmbH (mail to: [mbox-096-exportkontrolle@Tremonia-Mobility-GmbH.com](mailto:mbox-096-exportkontrolle@Tremonia-Mobility-GmbH.com)).

In addition, the partner is obliged to inform Tremonia Mobility GmbH immediately of all changes in connection with export control-relevant data of delivered goods. Questions in this context should be addressed to the above e-mail address.

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<sup>5</sup> US goods = all goods produced in the USA and all goods not produced in the USA with a US value share >10%; all goods produced on the basis of controlled US technology; all U.S. military goods (ITAR), even if they are incorporated into civilian goods.

#### 1.4. Deliveries according to Incoterms 2020/Groups E and F

For deliveries "FCA (... named place)" or other delivery conditions according to Incoterms 2020/ Groups E (EXW) and F (FCA, FAS or FOB), the partner will only hand over the goods to the carrier commissioned by Tremonia Mobility GmbH (see section 1.17). The intermediary of a freight forwarder by the partner is not permitted. If the partner delivers the goods to Tremonia Mobility GmbH contrary to the agreed terms of delivery, the partner shall bear the freight costs and the risk until they are taken over by Tremonia Mobility GmbH.

#### 1.5. Deliveries according to Incoterms 2020/Group D (DAT, DAP or DDP)

If the partner commissions the freight forwarder, the freight forwarder to be used and the vehicle configuration used must be coordinated with the transport logistics .dem or goods receipt of the receiving plant of Tremonia Mobility GmbH.

#### 1.6. General customs obligations

For cross-border sales of dutiable goods, the delivery note or invoice must contain all customs-relevant information and payments in accordance with the applicable Incoterms 2020 (e.g. place of delivery, freight and insurance costs).

Costs that do not relate directly to the goods to be delivered must be listed separately on the invoice (e.g. costs for assembly and training in the case of machine and plant deliveries). In the case of deliveries that do not have a purchase transaction as a basis (e.g. free deliveries, leasing, rental, etc.), a proforma invoice/customs invoice accompanying the goods must be drawn up, which indicates the customs value of the goods. In the case of free deliveries, the proforma invoice/customs invoice accompanying the goods should state the reason for this (e.g. sample shipment, development sample, etc.).

Unless otherwise agreed, the partner is responsible for the proper export of the goods from its customs territory including the fulfilment of all legal obligations incumbent on it as exporter (exporter of record). Unless otherwise agreed, Tremonia Mobility GmbH is responsible for the proper import of the goods in the country of destination, including the fulfilment of all legal obligations incumbent on it as importer (importer of record). If the partner enters into customs obligations in connection with the import of goods in the country of destination without having been expressly authorized to do so in writing by Tremonia Mobility GmbH in advance, the partner shall bear all duties and costs associated with the import, which Tremonia Mobility GmbH incurs due to a possible loss of customs procedures (e.g. customs procedures with economic significance, Bonded warehouses, Customs Free Zones, etc.) arise.

The partner is obliged to attach all documents, certificates or similar to the goods or, at the request of Tremonia Mobility GmbH, to make them available which are necessary for the import of the goods by Tremonia Mobility GmbH (declarations/certificates on commercial or non-preferential origin, declarations of conformity, etc.).

If the partner delivers goods from a customs territory with which the country of destination of the goods has concluded a free trade agreement/preferential agreement (FTA), the partner shall issue the proofs of origin/declarations of preference for these goods prescribed by the respective FTA to Tremonia Mobility GmbH, provided that its goods meet the corresponding value creation criteria (local content).

Advantages of customs procedures with economic significance, which the partner has implemented, are to be passed on to Tremonia Mobility GmbH in the sales price of the goods (e.g. advantages from inward processing).

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### 1.7. Deadlines

Deadlines are all time-guided and/or date-guided shipments outside the standard transit time. In this case, the partner must coordinate with the transport logistics of the receiving plant and the disposition regarding the shipping method. This must be recorded in writing.

### 1.8. Process disruptions in the shipping/transport area

Any disturbances in the specified process, including disruptions caused by upstream suppliers, must be reported by the partner to both the freight forwarder and the responsible scheduling area of the relevant plant of Tremonia Mobility GmbH immediately orally or in writing, stating the exact reason and nature of the malfunction. Faults must be rectified immediately. If there is a disruption of the already notified transport service, any resulting costs on the part of the freight forwarders shall be borne by the partner.

### 1.9. Over/advance deliveries

The partner is only entitled to partial deliveries, deliveries before call-off and additional deliveries with the prior written consent of Tremonia Mobility GmbH. If, contrary to this provision, the partner hands over the goods to a forwarding agent, carrier or similar commissioned by Tremonia Mobility GmbH, the partner shall bear the risk until they are taken over at the receiving facility of Tremonia Mobility GmbH. Logistics costs for the storage or return of unauthorized over/advance deliveries shall be borne by the partner.

The required quantities and delivery dates called up in accordance with GTC 17 must be adhered to by the partner.

If, contrary to these agreements, required quantities and delivery dates are not met, Tremonia Mobility GmbH may pass on documented follow-up costs (e.g. rework, rental car) to the partner in accordance with legal requirements.

### 1.10. Weight assessment

The partner is responsible for the proper determination of the gross weight and loading equipment weight of the shipment. Insofar as Tremonia Mobility GmbH commissions the partner by pick-up sheet, the partner has the obligation to inform Tremonia Mobility GmbH immediately of deviations between the weight determined by him and specified by Tremonia Mobility GmbH. In the event of incorrect weight information, Tremonia Mobility GmbH will charge the additional costs plus a processing fee to the partner.

### 1.11. Duty to provide information

Planned changes to the place of dispatch or receipt, e.g. by relocating production to another production plant of the partner or setting up a distribution warehouse deviating from the previous location, must be communicated to the material purchasing department and the material planner. In cooperation with the plants concerned, they prepare a profitability calculation, the result of which is incorporated into the pricing of the parts price. A physical change of location may only take place after a corresponding change in the purchase agreement and the associated approval by Tremonia Mobility GmbH. For this purpose, the partner must request the creation of a separate supplier number or indexing of the supplier number. Should a change of location be realized without the consent of Tremonia Mobility GmbH, the partner shall bear all resulting costs and damages.

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### **1.12. Shipment of dangerous goods**

In connection with the agreed services, which are assumed by the Partner, dangerous goods-relevant activities may also arise in accordance with § 2 GGBefG (packaging, loading, transport, unloading, receiving, classification of dangerous goods and waste...).

The partner is obliged to hand over a shipment in accordance with the dangerous goods regulations for transport. The duties and responsibilities assigned to him as the orderer of the shipper, shipper, packer, shipper, filler, unloader and consignee result from §§ 17-30 and 35 GGVSEB in conjunction with Chapter 1.4 ADR/RID/ADN, from §§ 17-26 GGVSee in conjunction with Chapter 1.3 IMDG Code or according to the ICAO-TI/ IATA-DGR. The partner is liable for all damages resulting from non-compliance with the statutory provisions.

### **1.13. Driving bans**

If the partner is commissioned by Tremonia Mobility GmbH via a pick-up sheet and a legal or official driving ban applies on the pick-up date specified therein, the partner will inform Tremonia Mobility GmbH immediately. If the partner is not commissioned via pick-up sheet, the partner shall ensure for all delivery conditions in accordance with Incoterms 2020 that the delivery of goods on the delivery date stored in the delivery schedule is ensured even if legal or official driving bans are imposed.

### **1.14. Returned goods**

Return goods transports caused by the fault of the partner are organized by Tremonia Mobility GmbH. Tremonia Mobility GmbH will charge the additional costs incurred according to the originator.

### **1.15. Inventory in case of overlay**

For deliveries at the time of inventory in the Tremonia Mobility GmbH plants, in the case of delivery according to Group D of Incoterms 2020, all goods held by the carrier (after the last day of acceptance announced by the plants) will be inventoried by the partner and insured against "destruction of the goods".

### **1.16. Tremonia Mobility GmbH Supplier Portal**

All further transport-specific information such as transport running time or the carriers commissioned by Tremonia Mobility GmbH can be [http://supplier](http://supplier.in.tremonia-mobility.com) in the Tremonia Mobility GmbH Supplier Portal under [Tremonia Mobility GmbH.com](http://tremonia-mobility.com) be viewed in the download area under the tab "Worldwide Transportation". The documents provided there must be checked regularly by the partner for changes.

### **1.17. Production supply**

In the event of complaints about the goods or disruptions in the transport route, the partner must ensure that replacement deliveries are possible at any time for the receiving unit or for the commissioned freight forwarder.

### 1.18. Supply chain security

In order to secure the supply chain, the business partner undertakes to produce goods that are produced, stored, transported, delivered to Tremonia Mobility GmbH or taken over by Tremonia Mobility GmbH on behalf of Tremonia Mobility GmbH,

- » to produce, store, process and load at secure business premises and at safe transshipment points,
- » protect against unauthorised access during production, storage, treatment or processing, loading and transport.

The business partner assures that the personnel employed for production, storage, treatment or processing, loading, transport and acceptance of goods are reliable.

Subcontractors of the business partner of Tremonia Mobility GmbH acting on its behalf must be informed that they must also take measures to secure the supply chain.

## 2. Modes of transport and shipping methods

In the case of the agreement of F-Incoterms (FCA, FAS or FOB) in the specific delivery contract, the mode of transport to be used and the mode of dispatch are generally defined by Tremonia Mobility GmbH. There are the following distinctions:

### 2.1. Parcel shipping

All parcel shipments up to 32 kg are to be handed over to the parcel service specified and commissioned by Tremonia Mobility GmbH. The service level "Standard" must be selected. The commissioning of higher-value service levels ("Express") is only possible with the prior consent of the transport logistics of the receiving plant and the scheduling. Additional costs resulting from an uncoordinated assignment shall be borne by the partner.

Dangerous goods shipments may not be posted as parcel shipments and must be handed over to the responsible regional carrier.

Further information on shipping processing can be found in the shipping instructions for parcel shipping in the Tremonia Mobility GmbH Supplier Portal (see section 1.16) and must be adhered to bindingly.

### 2.2. Truck shipping

A distinction is made between two transport concepts:

#### 2.2.1. Area forwarding

Part loads, general cargo and sporadic full loads are handled via the regional forwarding network. The responsible area forwarder results from the delivery location of the partner and can be found in the Tremonia Mobility GmbH Supplier Portal (see section 1.16).

#### 2.2.2. Direct services

The receiving units define regularly recurring full load volumes as direct procurement traffic or milk runs. These are subject to a separate shipping regulation.

### 2.3. Rail shipping

Rail shipping is only permitted if this is expressly requested by Tremonia Mobility GmbH and the processing modalities have been agreed in writing in advance in individual cases.

### 2.4. Special trip

Special journeys are exclusively time-controlled road transports to ensure production supply, which cannot be ensured by the aforementioned modes of transport. A risk to the production supply is given, for example, if the ordered goods are not ready for loading in the specified quantity and time. If a special trip is initiated by Tremonia Mobility GmbH, the respective receiving unit determines the special transport operator and, if necessary, initiates a further charge according to the originator.

In the event of causation and assumption of costs by the partner, the latter shall determine the special transport operator.

## 3. Shipping

### 3.1. Delivery schedule and transit time

The due dates of receipt of goods listed in the Tremonia Mobility GmbH delivery schedules (or pick-up sheet, see GTC 17) apply to a delivery to the relevant Tremonia Mobility GmbH plants within the regular goods acceptance times. The notification time must take into account the transport time from the supplying plant to the Tremonia Mobility GmbH receiving plant. The partner is responsible for adhering to the arrival dates of the shipments at Tremonia Mobility GmbH and must therefore register and make the shipments available to the carrier for transport in good time.

The currently valid terms can be found in the Tremonia Mobility GmbH Supplier Portal (see Section 1.16). Insofar as Tremonia Mobility GmbH commissions the partner via pick-up sheet, Tremonia Mobility GmbH is responsible for compliance with the arrival dates, taking into account the timely notification of the shipments to the freight forwarder.

### 3.2. Notification

The transport quantity of the current release is required on the day before provision by the latest 12.00 noon to notify the freight forwarder for transport. If a web-based advice portal is made available to the freight forwarder, this must be used. Otherwise, a written notification (text form sufficient) must be made in accordance with the Freight Forwarder's specifications. If the freight forwarder is commissioned by Tremonia Mobility GmbH, the notification to the freight forwarder is omitted after consultation and approval by Tremonia Mobility GmbH.

The notification must contain the following information:

- » Weight, number and type of load carriers and number of loading meters (if applicable, disposable pallets, crates, cartons and their stackability)
- » Receiving plant/shipping address with exact indication of the unloading point(s)
- » Arrival date/arrival time, if applicable
- » Dangerous goods classification
- » Declaration of customs status (EU Community goods yes/no)
- » Agreed provision time of the vehicle at the partner
- » Loading sequence (exclusively for direct traffic transport concept)

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Notifications after 12.00 noon and subsequent notification changes (excess or short quantity) greater than 10% per receiving unit of the notified tonnage may lead to additional costs. The partner is obliged to bear the additional costs incurred in relation to the freight forwarder. The Partner agrees that the Freight Forwarder may invoice these additional costs directly to the Partner.

### 3.3. Time of provision and dispatch quantity

A written (text form sufficient) agreement on the pick-up time must be made jointly and in partnership between the partner and the freight forwarder. A unilateral determination is not permitted. Likewise, a cost assumption by the freight forwarder for the booking of time slots is not provided.

Unless otherwise agreed or no mutually acceptable agreement has been found, the shipment must be ready for collection from 06.00 a.m. on the day of dispatch. Pick-up by the carrier must be possible until 6.00 p.m. This obligation to provide applies from Monday to Friday inclusive. In exceptional cases, Tremonia Mobility GmbH is entitled to demand a Saturday pick-up. The transport concept must be coordinated with the respective receiving unit. If the shipments are not made available in time, the costs for any special measures that may become necessary shall be borne by the partner.

If there is a difference between the notified quantity and the quantity provided greater than the fluctuation range specified under 3.2, the following regulations apply:

**Minimum quantities:** The freight forwarder is entitled to invoice the partner for the tonnage exceeding the fluctuation range as a freight failure. The currently valid cost rates can be found in the Tremonia Mobility GmbH Supplier Portal (see section 1.16). If the freight forwarder is commissioned by Tremonia Mobility GmbH, the settlement of short quantities shall be carried out by Tremonia Mobility GmbH. Tremonia Mobility GmbH reserves the right to pass on the costs according to the originator.

Excess quantities are not permitted. Possible deviations from this are to be discussed directly with Tremonia Mobility GmbH in special cases.

This does not affect the required written consent of Tremonia Mobility GmbH in accordance with Section 1.9.

### 3.4. Loading

Loading and dispatch must take place immediately after the vehicle has been made available or at the latest at the beginning of the agreed time window. Insofar as the partner carries out the loading, he must load the goods safely and follow the instructions of the carrier's driving personnel for the operationally safe loading. It must be noted that in the case of small load carriers or cardboard boxes, only palletized and stackable loading units may be loaded. Further details for the load securing of Tremonia Mobility GmbH load carriers can be found in the Tremonia Mobility GmbH guideline 9.5.

Under the conditions of timely and safe loading, sorting appropriate to the unloading point or unloading zone must also be ensured.

When shipping cargo lots that are not handled at a forwarding terminal (clarification of this fact immediately upon notification of the shipment), loading onto the truck must be carried out separately according to unloading zones in accordance with the definition of the receiving plant.

General cargo and partial lots that can be bundled must be handled centrally in the case of several parts of a delivery location. Full loads can be shipped at any time via decentralized shipping points for several parts of a delivery location.

The partner shall ensure that only properly employed drivers in accordance with §§ 7b and c GüKG are used within the scope of the provision of services for Tremonia Mobility GmbH. Tremonia Mobility GmbH reserves the right to monitor and document compliance with this obligation within the scope of the legal possibilities. The partner shall indemnify Tremonia Mobility GmbH against claims of third parties in the event of non-compliance with this obligation, insofar as he is responsible for this.

### 3.5. Check-in times

Delivery of the empties must also be possible at the time of collection. The unloading of the empties for the partner and the loading, including the administrative processing, must take place immediately when the truck is made available or within the agreed time window within the following times:

- » General cargo up to 2.5 t or up to 10 cbm max. 30 minutes
- » Part loads up to 10 t or up to 40 cbm max. 45 minutes
- » Full loads max. 60 minutes

At the request of the freight forwarder, the partner is obliged to confirm the start and end of the vehicle provision on a routing slip. Delayed handling times lead to additional costs and are to be borne by the partner.

Deviating bilateral agreements between partner and freight forwarder are permitted at any time.

The partner is obliged to bear customary additional costs in relation to the freight forwarder. The Partner agrees that the Freight Forwarder may invoice these additional costs directly to the Partner.

### 3.6. Forwarding order/consignment note

The transfer of shipments to the freight forwarder may only take place with the fully completed forwarding order in the VDA format or consignment note currently valid at Tremonia Mobility GmbH. It must be ensured that the gross weights contained correspond to the VDA standard format currently valid at Tremonia Mobility GmbH or .dem consignment note. Information on the type and number of load carriers shall be provided separately according to unloading points. In addition, it must be possible to store the additional information described in the VDA standard format currently valid at Tremonia Mobility GmbH point 7 (barcode fields) on the freight document.

For full loads that are not handled at a forwarding terminal, the partner must transmit the freight documents electronically to the freight forwarder in accordance with the instructions of the commissioned freight forwarder.

### 3.7. Customs documents

The freight forwarder must be provided with all customs-relevant documents and information, e.g. preferential documents (EUR. 1, UZ Forma A and commercial invoice 3 times).

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### 3.8. Trailers

All packages and load carriers (in the case of a container all individual LT/KLT/SLT) must be provided with a barcoded (code 39) goods tag in accordance with the VDA standard formats currently valid at Tremonia Mobility GmbH, in the current version. The field contents as well as any deviations from the above-mentioned VDA recommendation can be found in the manual for remote data transmission (dial-up manual).

### 3.9. Delivery note

The following applies to the combination variants for data transmission and delivery documents: Variant 1 must be applied. Variant 2 is only intended for emergency processing (dial-up failure).

Variant	Remote data transmission	Delivery document
1	Data transmission according to the VDA standard format currently valid at Tremonia Mobility GmbH	Dial-up consignment note according to the VDA standard format currently valid at Tremonia Mobility GmbH
2	Without (only for emergency handling)	Delivery note according to the DIN standard currently valid at Tremonia Mobility GmbH

Information on the creation of delivery notes and dispatch processing can be found in the dial-up manual.

A separate delivery insert must be created for each unloading point, MDI or MEI and initial sample. The delivery note is created according to the DIN standard currently valid at Tremonia Mobility GmbH.

Deviations must be noted in fields 6 and 8, which are to be filled in as mandatory fields. For more details, see the Dial-Up Guide.

### 3.10. Transfer equipment

If damage or deviations in the scope of delivery of Tremonia Mobility GmbH are detected upon delivery, Tremonia Mobility GmbH may demand from the partner within 2 working days the submission of a written declaration of the undamaged and complete handover of the delivery to the carrier commissioned by Tremonia Mobility GmbH.

## 4. Logistical failures of the partner

Tremonia Mobility GmbH reserves the right to complain about logistical errors of the partner via the REKLA module on the IBL platform and to invoice any additional expenses incurred. This includes, in particular, deviations from the packaging agreement in the goods receipt process (see also GTC 35 Section 4).

# Communication with Tremonia Mobility GmbH via remote data transmission (dial-up) and Supplier Portal

## 1. General part

### 1.1. Communication via remote data transmission Dial-up

To ensure a consistent, error-free and timely flow of information, optimizing the transmission of data required in connection with the delivery process is an important goal in the global automotive industry.

Dial-up messages are sent according to the developed message standards.

Further information on this can be found in the DFÜ-Handbuch in the currently valid version (see section 1.5 below).

Against this background, the partner is obliged to create and use the necessary prerequisites for communication with Tremonia Mobility GmbH via data transmission. The resulting costs are covered by the remuneration paid by Tremonia Mobility GmbH for the deliveries.

In order to secure the logistical processes, the correspondence between the physical scope of dispatch and the dial-up message content and the content of the documents accompanying the goods is absolutely necessary. In this respect, the partner shall ensure that all required data and information is sent to the data transmission system completely, punctually and error-free.

For the avoidance of doubt, communication must also take place via data transmission with regard to any sample and empty goods deliveries.

### 1.2. Use of Data Quality Management (DQM)

In order to improve the data quality of data transmission and thus avoid cost burdens for post-processing incomplete or incorrect data from the outset, Tremonia Mobility GmbH provides its suppliers with an Internet-based DQM. This enables suppliers to independently check dial-up messages for completeness and correctness in advance. The use of DQM is mandatory for the partner. Further information about DQM can be found in the dial-up manual.



### 1.3. Delivery note entry via DQM as an alternative to standard data transmission

Suppliers who do not use their own dial-up software can create and send the delivery note data in the DQM application free of charge as an alternative to the standard dial-up software.

Further information on shipping document entry is defined in the dial-up manual.

### 1.4. Additional expenses due to process disruptions

In the case of incorrect or incomplete dial-up messages, the partner shall bear the resulting costs, insofar as he has caused them. The amount of the costs is based on the cost price incurred by Tremonia Mobility GmbH for post-processing. A breakdown of the costs is currently available via the DQM.

### 1.5. Dial-Up Manual

The dial-up manual is available in the Tremonia Mobility GmbH Supplier Portal at: <https://supplier.tremonia.com>.

## 2. Additional rules for the transmission of change status information and MTC deliveries

In order to optimize the handling of maturity-critical scopes and to improve logistics process quality, some additional Tremonia Mobility GmbH-specific formatting is required for the specification of design and change statuses in the corresponding fields in the VDA recommendations currently valid for Tremonia Mobility GmbH.

For this purpose, the specifications of the data transmission manual and the relevant specifications for "labelling" (e.g. process manual load carrier management and VDA recommendations) must be observed.

## 3. Use of systems via Tremonia Mobility GmbH Supplier Portal

The partner undertakes to regularly observe all necessary information concerning him in the Tremonia Mobility GmbH Supplier Portal (<https://supplier.tremonia.com>) (e.g. handling compliance and sustainability, alerts, relevant documents, ...)

## 4. Deviations in the goods receipt process/logical errors

Tremonia Mobility GmbH reserves the right to complain about any deviation from this agreement in the goods receipt process via the REKLA module on the IBL platform and to invoice any additional expenses incurred. In order to process such complaints, Tremonia Mobility GmbH makes them available to the partner via the module. The Partner undertakes to process complaints in the Application within the specified deadlines. The partner can view the complaints there and make a statement. If no timely processing takes place, the complaint and possibly also a charge shall be deemed accepted. The expenses incurred by the creation of a

justified complaint will be calculated via a basic time flat rate. All further information about the EKLA module on the IBL platform can be found in the Tremonia Mobility GmbH Supplier Portal (<http://supplier.tremonia-mobility.com>).

GTC 01/12 Rules on commission testing and Exchange  
of digital Product Data in the Development process

# Product development process

# Regulation on the provision, testing and exchange of digital product data in the development process

## 1. General

Tremonia Mobility GmbH usually develops individual parts, systems/modules and overall functions together with the partner. In order to make the development process efficient, secure and binding, close communication and security based on a digital product description is required. This requires clear regulations and the continuous use of CAx tools such as Computer Aided Design (CAD), Engineering Data Management (EDM), remote data transmission (DFÜ) for both sides. In the area of development, early digital validation applies in particular to packaging (digital mock-up of an entire vehicle), buildability, calculation, kinematics as well as production and manufacturing planning including production and order logistics.

The After Sales area uses the digital product description to support the process for spare parts documentation, workshop equipment and special tools, workshop literature, initial supply of spare parts and special tools, function and system descriptions, technical graphics, repair technology and literature, parts technology and service, retrofit technology and literature, operating instructions, EE software testing and packaging planning.

## 2. Subject matter

The following provisions govern the CAx/EDM process with regard to CAD data, i.e. Project preparation, installation, creation, testing and replacement, the scope to be provided by the partner, and data transmission. With regard to E/E data, the following provisions govern data transmission.<sup>6</sup>

## 3. CAD data exchange

For the handling of the communication and safeguarding processes between the partner and Tremonia Mobility GmbH, the VDA recommendations VDA 4961/3, VDA 4950, VDA 4951 and VDA 4955 are therefore determined as binding. For the exchange of CAD and E/E data, the dial-up connection must always be used.

### 3.1. Standard regulation (CAx/Dial-up minimum standard)

Based on the VDA recommendations, Tremonia Mobility GmbH-specific clarifications and additions to the CAD manual for product descriptive data of Tremonia Mobility GmbH (CAD manual) are defined by the current version. Changes to the CAD manual will be reviewed by the partner and implemented immediately; if this is not possible, the partner will immediately coordinate with Tremonia Mobility GmbH for clarification.<sup>7</sup>

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<sup>6</sup> E/E data includes software (e.g. hex, telematics files), software sources (ODX-F) as well as associated delivery notes and checksums (for hex file, ODX-F and security definition).

<sup>7</sup> See under <http://supplier.tremoniya.com>; Application EngineeringService, section CAD manual.

The CAx/DFÜ minimum standard (so-called "standard regulation") is specified in the CAD manual, module CS048.

This standard regulation is binding as long as there are no other specifications in specifications. The basis of such other regulations is the CAD manual, which contains all relevant methods and standards.

## 3.2. Scopes concerned

### 3.2.1. Development

All new process-relevant CAD data or E/E data to be created or changed as well as their modification are affected.

### 3.2.2. After Sales

Affected are all data for:

- a) Spare parts that have been defined and documented by the After Sales department, the development department and the partner in mutual agreement.
- b) the processes workshop equipment and special tools, workshop literature, initial sampling of spare parts and special tools, functional and system descriptions, technical graphics, repair technology and literature, parts technology and service, retrofit technology and literature, operating instructions, EE software testing and packaging planning, which are exchanged by the After Sales department with its external partners. This can also be product descriptive data derived from 3D CAD, e.g. in JT, Cinema4D or JPEG (2D images) format.

## 3.3. Use of software

The creation, modification, transfer and use of data must be carried out with software that complies with the agreed requirements and for which a license for commercial use exists and which allows the data to be processed for commercial purposes (e.g. no university or test license). Subcontractors shall be obliged accordingly by the Partner.

## 3.4. Non-compliance regime

If certain elements of the standard regulation (e.g. data quality requirements, dial-up standards) are not or only partially fulfilled, this has a direct influence on the supplier evaluation. Information on the affected elements as well as the CAx/EDM profiles are published in the Engineering Service.<sup>8</sup>

If the CAD 3D and CAD 2D data provided by the partner does not comply with the agreements or requirements, the recipient's design department or the process-responsible department will decide on how to proceed:

- » After consultation, generation of the missing scope or rectification of CAD data by the partner or by a service provider commissioned by the partner at the expense of the partner.
- » After consultation, generation of the missing scope or improvement of CAD data by a service provider on behalf of Tremonia Mobility GmbH and at the expense of the partner.

Insofar as Tremonia Mobility GmbH suffers damage as a result of the partner not fulfilling his contractual obligations or not fulfilling them in time, the partner shall be liable for the resulting damage incurred by Tremonia Mobility GmbH, insofar as he is responsible for this.

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<sup>8</sup> See under <http://supplier.tremoniamobility.com>; Application EngineeringService, section Partner Integration.

### 3.5. Where to buy

The standard control refers to the required installation environment (CAD supplier packages, STEP Assembly Manager SAM). The CAD supplier packages are available as free downloads via the Engineering Service.<sup>9</sup>

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<sup>9</sup> See under <http://supplier.TremoniaMobility.com>; Application EngineeringService, category NX or, if applicable. Successor systems.

GTC 36/12

Sustainability and Environmental protection

# Sustainability and Environmental protection

# Sustainability and environmental protection

The following sustainability regulations define the standards and requirements of Tremonia Mobility GmbH for its partners: compliance with internationally recognized human and employee rights, the outlawing of child labor and forced labor, compliance with and promotion of business ethics and compliance with standards and environmental directives as well as precautionary environmental protection and compliance with animal welfare regulations. The sustainability provisions are based on internationally recognised principles of the United Nations Global Compact (<http://www.unglobalcompact.org>) and the applicable minimum standards of the UN's International Labour Organisation (<http://www.ilo.org>).

**The Partner undertakes to comply with the following standards:**

## **I. Standards on working conditions/personnel**

### **1. Wages and benefits, working hours**

Remuneration and social benefits must be guaranteed in accordance with the basic principles of minimum wages, overtime and statutory social benefits. Working hours must comply with applicable laws or, insofar as these provide a higher level of protection, industry standards, but at least comply with the relevant ILO conventions. Overtime should only be voluntary and employees should be allowed at least one day off after 6 consecutive working days.

### **2. Prevention of child labour**

The partner warrants for his company that the production or processing of the products to be delivered takes place or has taken place without exploitative child labor within the meaning of ILO Convention No. 182 and without violations of obligations arising from the implementation of this convention or from other applicable national or international regulations to combat exploitative child labor. Furthermore, the partner assures that his company, its suppliers and their upstream suppliers have taken active and expedient measures to exclude exploitative child labour within the meaning of ILO Convention No. 182 in the manufacture or processing of the products to be delivered. The Partner shall oblige its suppliers and their upstream suppliers accordingly and shall carry out control measures in this regard. Tremonia Mobility GmbH will review the content of this assurance and the Partner will prove its actions upon request from Tremonia Mobility GmbH. In the event of existing suspicions regarding non-compliance with these standards in the supply chain, the partner is obliged to investigate them and inform Tremonia Mobility GmbH thereof.

### **3. Free choice of employment**

The partner will not employ anyone against his will or force him to work. Employees must have the freedom to terminate the employment relationship with reasonable notice. Employees may not be required to hand over their identity card, passport or work permit as a precondition for employment.

In particular, the partner is obliged to observe the requirements of ILO Convention No. 29. The partner must oblige its suppliers and their upstream suppliers accordingly and must carry out control measures in this regard.

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#### 4. Freedom of association, right to collective bargaining

Workers must be able to communicate openly with management about working conditions without fear of reprisals in any form. They must have the right, but not the obligation, to association, to join a trade union, to appoint a representative and to be elected to such a union. ILO Conventions 87 and 98 are decisive here.

#### 5. Non-discrimination

Discrimination against employees in any form is inadmissible. In particular, discrimination based on gender, ethnicity, caste, skin colour, disability, trade union membership, political opinion, origin, religion, age, pregnancy or sexual orientation is inadmissible. The partner is at least obliged to take measures to avoid discrimination within the meaning of ILO Conventions No. 111 and 100.

#### 6. Health and safety

As an employer, the partner guarantees occupational safety and health protection at the workplace within the framework of national regulations and supports continuous development to improve the world of work.

## II. Business Ethics Standards

#### 1. Anti-corruption and compliance

The partner is obliged not to commit any acts or refrain from actions that may lead to criminal liability for fraud or embezzlement, insolvency offences, offences against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences by persons employed by the partner or other third parties. In the event of a violation of this, Tremonia Mobility GmbH is entitled to a right of withdrawal or termination of all legal transactions existing with the partner without notice and the termination of all negotiations.

Notwithstanding the foregoing, the partner is obliged to comply with all laws and regulations concerning him and the business relationship with Tremonia Mobility GmbH.

#### 2. Safety and quality

All products and services must meet the contractually stipulated quality and safety criteria upon delivery and must be able to be used safely for their intended purpose.

#### 3. Technical Compliance

The partner must comply with the technical regulations which apply to his delivery item in accordance with the contractual agreements with the partner (e.g. regulations, directives, laws and technical standards), taking into account the objective of the respective regulation. The partner must also create suitable structures within his organization to ensure compliance with these technical regulations during the product development process. In particular, these should serve as orientation and assistance for the partner's employees and take appropriate account of aspects of technical conformity, integrity and ethical understanding.

The partner must comply with and implement the requirements of the VDA Product Integrity Band. However, it is up to the partner whether to set up a Product Safety and Conformity Representative (PSCR) or not to do so.

### III. Due diligence obligations in relation to human rights

#### 1. Implementation of due diligence measures related to human rights

The partner undertakes, if he supplies products or services in whose value chain potentially negative effects on human rights are to be feared, to establish human rights due diligence processes in his company (e.g. risk management system) and to take systematic and appropriate due diligence measures in connection with human rights on the basis of this. Decisive for this are the requirements of the UN Guiding Principles on Business and Human Rights (hereinafter referred to as "UN Guiding Principles") as well as the relevant OECD Guidelines and Principles. In accordance with the UN Guiding Principles, the partner shall design the appropriateness and scope of these measures according to the size and turnover of its business, the nature of the product or service, the origin of the product or service and the raw materials it contains, and in particular the risks involved.

The partner must inform Tremonia Mobility GmbH about identified risks and/or ongoing measures without being requested and must also provide Tremonia Mobility GmbH with documentation of its due diligence measures upon request.

Tremonia Mobility GmbH is entitled to control and audit the processes established by the partner for human rights due diligence, the processes for creating transparency as well as the due diligence measures taken by the partner in connection with human rights or to have them checked or audited by a third party commissioned by Tremonia Mobility GmbH. Tremonia Mobility GmbH may use the information and findings from these controls, audits and measures to fulfil legal obligations, such as those in the context of reporting obligations.

#### 2. Creating transparency

As a prerequisite for the implementation of human rights due diligence measures mentioned in Section III.1 above, the Partner shall establish transparency in its supply chain through internal processes in order to identify human rights risks and, if necessary, to initiate appropriate countermeasures and control measures. The partner must follow the requirements of the relevant OECD guidelines and principles.

As part of the delivery of the products or provision of services, the partner must enable the control and auditing of his suppliers and upstream suppliers by Tremonia Mobility GmbH or by a third party commissioned by Tremonia Mobility GmbH in case of risk-based need.

The partner has to identify "nodes" critical of human rights (such as mines, smelters and refineries). Upon request, the partner Tremonia Mobility GmbH must inform about such human rights critical "nodes" (company and production site of the "node"). Tremonia Mobility GmbH is committed to the UN Guiding Principles on Business and Human Rights and strives to publish such human rights critical "nodes" in the Tremonia Mobility GmbH supply chain; the partner agrees to support this goal.

### IV. General environmental standards and environmental compatibility

#### 1. General environmental responsibility, environmentally friendly production and products

Tremonia Mobility GmbH is committed to integrated environmental protection, which starts at the causes, assesses the effects of production processes and products on the environment in advance and includes them in business decisions. Production processes and products are

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designed to be as resource-saving and environmentally friendly as possible from a holistic point of view.

The partner shall apply the precautionary principle with regard to environmental protection, Take initiatives to promote environmental responsibility and promote the development and diffusion of environmentally friendly technologies. It will ensure a high level of environmental protection at all stages of production. This includes a proactive approach to avoid or minimize the consequences of accidents that can have a negative impact on the environment. Of particular importance is the application and further development of resource-saving technologies – characterized by the use of strategies for emission reduction, water and energy saving, use of recyclates and renewable raw materials, reuse and reprocessing.

All products manufactured along the supply chain must meet the environmental standards of their respective market segment. This includes all materials and substances used in production. Chemicals and other substances that present a hazard if released into the environment must be identified. For them, the partner must set up a hazardous substances management system so that they can be safely handled, transported, stored, reprocessed or reused and disposed of through appropriate procedures.

With regard to the delivery of plastic components, the partner is obliged to document the use of recyclates in IMDS. In the tab "Recyclate" the exact proportion of recyclate [mass-%] must be indicated. Further information can be found in the IMDS FAQ – Tremonia Mobility GmbH IMDS Supplier Information: [www.mdssystem.com](http://www.mdssystem.com).

At the request of Tremonia Mobility GmbH, non-production material suppliers must also comply with the above-mentioned obligations regarding an environmental management system.

## **2. Creation of recycling and disposal concepts for the delivered products**

In the context of the End-of-Life Vehicle Regulation, the Partner is obliged to ensure:

- » Creation and transmission of a component-related concept for drainage and pollutant removal
- » Compliance with VDA 260 marking standards for materials and components
- » Provision of a recycling concept for selected supplier parts after consultation with Tremonia Mobility GmbH

## **3. Confirmation/compliance with substance bans**

Substances that are subject to legal restrictions or prohibitions may only be contained in the materials or parts supplied or in the articles contained therein in accordance with these regulations (e.g. Chemicals Prohibition Regulation, End-of-Life Vehicles Regulation, REACH Regulation (EC) No. 1907/2006). Tremonia Mobility GmbH assumes that the partner knows and will fulfill the obligations according to these regulations. Therefore, the partner must ensure:

- » Provision of correct and complete IMDS (International Material Data System) material data sheets (from 2003) is to be guaranteed free of charge for all new and modified parts as well as for all substructure parts and/or operating materials marked as spare parts in spare parts and must be carried out within the framework of new and change sampling no later than 2 months after blank release (QG D). Faulty material data sheets (MDS) will be rejected and must be corrected up to 3 months after blank release. For the purpose of approval, see IMDS FAQ - Tremonia Mobility GmbH IMDS Supplier Information on MDS Testing: [www.mdssystem.com](http://www.mdssystem.com). MDSs that have not yet been provided can be requested later. Although there is generally no sampling for takeover, standard and KTO parts when used in

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new series, MDS must also be provided for these parts or for the products contained therein on request.

- » Registration, non-authorisation and notification of substances: The Partner shall ensure that substances, substances in preparations and substances in articles requiring registration are only supplied to Tremonia Mobility GmbH if they are approved in accordance with Art. 5 and Art. 6 or Art. 7 para. 1 of Regulation 1907/2006/EC for use in Tremonia Mobility GmbH. It also ensures that substances in supplied articles for which there is a notification obligation under Article 7(2) have been notified by him or – if the article was not manufactured or imported by him himself – by a supplier or upstream supplier or, alternatively, that the substance is registered for the intended use (Article 7(6)).

If substances subject to registration are not registered or substances listed in Annex XIV of Regulation 1907/2006/EC are not authorised for the contractually stipulated uses at the time of delivery or if a notification required under Article 7 (2) is missing, the partner is obliged to contact the REACH contact person of Tremonia Mobility GmbH directly: reach-kontakt@Tremonia Mobility GmbH.com.

- » **Regulation for substances listed in Annex XIV of the REACH Regulation**

In general, when developing a new component, ingredients listed in Annex XIV of Regulation 1907/2006/EC (REACH) must be dispensed with.

If the use of such substances is unavoidable, this is only permitted if it has been approved in writing or in text form by the person responsible for the component (BTV) (possibly in coordination with the materials department at Tremonia Mobility GmbH). The partner must prove to BTV at the latest upon reaching the "latest application date" (18 months before sunset date) that he or one of his suppliers or their predecessor has submitted an application for approval for the required use. Otherwise, the partner must take further measures to ensure that the requirements of the REACH Regulation are complied with.

As a precautionary measure, candidate list substances must also be dispensed with in new developments if alternatives exist under technical and economic boundary conditions. If no alternatives exist, this must be coordinated with Tremonia Mobility GmbH.

Current overviews of the candidate list and Annex XIV can be found on ECHA's homepage at:

- » <http://echa.europa.eu/web/guest/candidate-list-table> and
- » [http://echa.europa.eu/reach/authorisation\\_under\\_reach/authorisation\\_list\\_en.asp](http://echa.europa.eu/reach/authorisation_under_reach/authorisation_list_en.asp).

If a component contains a substance listed in Annex XIV of Regulation 1907/2006/EC, the partner must inform the BTV/contact person in supplier management directly in order to initiate planning for substitution or, if necessary, other activities regarding compliance with REACH requirements (e.g. approval of the relevant ingredients). Spare parts suppliers should contact the appropriate contact person in the after-sales area.

- » Ingredients of Very High Concern (SVHC) in components, spare parts, accessories, Accessories and packaging: Insofar as the delivered parts or products contained therein Substances containing more than 0,1 % by weight substances of very high concern (SVHC) contained in the so-called candidate list pursuant to Article 59(1) of the Regulation 1907/2006/EC, the partner is obliged to provide all information in accordance with Article 33 (1) of Regulation 1907/2006/EC without being requested to do so. This also applies if such a substance is only included in the candidate list during the current supply relationship. The information must be provided in writing, preferably via IMDS.
- » Confirmation and compliance with the substance bans according to End-of-Life Vehicle Ordinance (e.g. chromium (VI)-Freedom) according to the agreed changeover scenarios

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- » Compliance with the substance negative list
- » Recommendations for further minimizing indoor emissions
- » Allergens and sensitising substances (H317 and H334) must be avoided
- » Minimization of indoor emissions

#### **4. Holistic balancing for continuous improvement of products and production**

Tremonia Mobility GmbH carries out life cycle assessments based on ISO 14040 ff. to determine and improve the overall environmental profile.

The partner therefore provides Tremonia Mobility GmbH with information about the relevant products, materials and processes on request. Tremonia Mobility GmbH assures that this information will be treated as strictly confidential and will only be used for the purpose of holistic accounting.

The Partner will make every effort to obtain such information from its suppliers and their upstream suppliers (manufacturers of raw materials, semi-finished products, energy suppliers, recyclers, etc.). The confidentiality declaration shall apply accordingly.

In order to ensure a standardized, methodically secured flow of information, Tremonia Mobility GmbH offers an introduction to the technology of holistic balancing in order to carry out joint analyses if necessary.

The data must be provided using a defined documentation format (VDA data collection format for life cycle assessments). The period and data quality are to be agreed between Tremonia Mobility GmbH and the partner.

#### **5. Transparency, environmental objectives**

##### **V. Animal welfare**

The partner undertakes to comply with the applicable laws and regulations on animal welfare within the framework of his business relations with Tremonia Mobility GmbH.

##### **VI. Transfer of standards I-V in the supply chain**

The partner will pass on the contents of these sustainability standards (see Section I-V) to its suppliers, oblige them accordingly and check compliance with the sustainability standards in the supply chain.

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