

## TOOLING CONTRACT

This Tooling Contract, dated as of \_\_\_\_\_, 2019 (the "Agreement" or "Contract"), is entered into by and between SUPPLIER, a privately owned corporation with an address at SUPPLIER ADDRESS ("Supplier"), and AUTONEUM NORTH AMERICA, INC., a Delaware corporation having its principal place of business at 29293 Haggerty Road, Novi, Michigan 48377 ("Purchaser", and together with Supplier, the "Parties", and each, a "Party").

WHEREAS, Supplier is in the business of manufacturing and selling tooling for use in the manufacture and production of automotive parts;

WHEREAS, Purchaser wishes to purchase certain tooling from Supplier in connection with the Customer Program ; and

WHEREAS, Supplier desires to manufacture and sell the tooling to Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Section 1. Definitions.**

Capitalized terms have the meanings set forth or referred to in this Section 1.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Autoneum RFQ form**" as outlined in Section 3 and Schedule 2.

"**Contract Documents**" means, collectively, (i) this Agreement together with all exhibits, schedules and appendices attached hereto and incorporated herein by this reference, (ii) Purchaser's Terms and Conditions (per Purchase Order);; and (III) Purchase Order and other related documents provided by Purchaser to Supplier with respect to each applicable order, as any of the foregoing may be further amended, modified, restated and/or supplemented from time to time.

"**Control**" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership or voting securities, by contract, or otherwise.

"**Delivery Location**" means the street address for delivery of the Goods specified in the applicable Purchase Order or delivery Release.

"**Effective Date**" means the date first set forth above.

"**Goods**" means the Tools quoted by the supplier and ordered by the purchaser.

"**Party**" has the meaning set forth in the preamble to this Agreement.

"**Person**" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

"**Personnel**" of a Party means any agents, employees, contractors or subcontractors engaged or appointed by such Party.

"**Price**" has the meaning set forth in Section 5.1 of this Agreement.

"**Program**" means the CUSTOMER and subsequently the INTERNAL AUTONEUM program pointing to the vehicle platform.

"**Purchase Order**" means Purchaser's written purchase order issued to Supplier hereunder, including all terms and conditions attached to, or incorporated into, such purchase order, and any Release issued by Purchaser to Supplier under the Purchase Order. For the avoidance of doubt, any references to Purchase Orders hereunder also include any applicable Releases.

"**Purchaser**" has the meaning set forth in the preamble to this Agreement.

"**Purchaser Contracts**" means all contracts or agreements to which Purchaser is a party or to which any of its material assets are bound.

"**Purchaser's Customer**" means the end customer whom the Purchaser sells to the Program related parts made utilizing the customer owned tooling.

"**Purchaser's Customer's Terms and Conditions**" means any requirements made by the Customer. "**Purchaser's Terms and Conditions**" means Autoneum's General Terms and Conditions of Purchase-Indirect which are incorporated by this reference and made a part of this Agreement.

"**Representatives**" means a Party's Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

"**Requested Delivery Date**" means the requested delivery date for Goods ordered hereunder that is set forth in a Purchase Order.

"**Specifications**" means the specifications for the Goods.

"**Supplier**" has the meaning set forth in the preamble to this Agreement.

"**Term**" has the meaning set forth in Section 6.1 of this Agreement.

"Tooling" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, supplies, materials, other equipment and documentation (including engineering specifications and test reports) used by Supplier in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, accessories, substitutions, replacements and accessories thereto.

"Warranty Period" has the meaning set forth in Section 9 of this Agreement.

**Section 2.      Supply and Production of Tools.**

**2.1      Contract Documents.**

The Contract Documents govern all Goods purchased by Purchaser pursuant to this Agreement. If any provision of this Agreement conflicts with a provision of any part of the other Contract Documents, then the terms of this Agreement shall be deemed to control. All items and conditions proposed by Supplier that are different from or in addition to the terms of this Agreement are unacceptable to Purchaser, are expressly rejected by Purchaser, and shall not become a part of this Agreement. In the event of any conflict between the Contract Documents and any prior or contemporaneous agreement or document exchanged between Purchaser and Supplier, the terms of the Contract Documents govern. By executing this Agreement, Supplier acknowledges that it has received, read and accepted each of the Contract Documents.

**2.2      Purchase and Sale.**

Subject to the terms and conditions of this Agreement, during the Term, Purchaser shall purchase from Supplier, and Supplier shall timely, manufacture, test, validate, sell and deliver to Purchaser the Goods in accordance with the terms of this Agreement, including, without limitation the Specifications, and the other Contract Documents.

**2.3      Place of Tool Production.**

The Goods will be manufactured by Supplier at the Supplier Manufacturing Facilities.

**2.4      Title and Risk of Loss.**

Title and risk of loss shall remain with the Supplier until delivery occurs. Delivery within the United States of America shall be DDP (Delivery Duties Paid) (pursuant to the Incoterms of the International Chamber of Commerce, 2010 Edition), deliveries outside the United States of America shall be DAP (Delivered at Place) (pursuant to the Incoterms of the International Chamber of Commerce, 2010 Edition) .

**Section 3.      Orders.**

**3.1      Purchase Orders.**

Purchaser's Purchase Orders, as well as any changes and amendments thereof, shall be in writing and may be delivered to Supplier by facsimile or other electronic means. Supplier will fulfill all of Purchaser's requirements for the Goods as specified in each Release, in full.

**3.2      Request for Quote**

With each quotation request by the Purchaser, Supplier is required to utilize the Autoneum RFQ form and comply with Supplier Duties. Refer to Schedule 2 documentation for the current document standard. The Purchaser has the right to update the RFQ form to comply with Purchaser's Customer requirements.

### **3.3 Cancellation of Orders.**

Upon written notice to Supplier, Purchaser may cancel any Purchase Order prior to the Goods being manufactured. Supplier must manufacture Goods in compliance with the Purchase Order received prior to cancellation of any Purchase Order, unless otherwise specified in writing by Purchaser. In the event of cancellation by the Purchaser, the Purchaser will be responsible for payment of appropriate, reasonable investment made by the Supplier prior to such cancellation.

## **Section 4. Acceptance, Inspection, Training, Return.**

### **4.1 Acceptance Procedure.**

- (a) For purposes of each Tooling Purchase Order, acceptance of Tooling shall be defined as receipt by Supplier of a Signed Writing by Purchaser's Manufacturing Engineer – Purchasing of that acknowledges compliance of the Tooling with the Specifications and the other terms and conditions of this Agreement and the other Contract Documents, [all manufacturing specifications, including, without limitation, "run at rate," in a production environment at Purchaser's facility. Purchaser's manufacturing specifications are incorporated by reference. If so requested by Purchaser, Supplier shall provide a pre-acceptance run-off to Purchaser at Supplier's facility, at no cost to Purchaser.
- (b) Upon completion of the manufacture of Tooling by or on behalf of the Supplier, the Supplier shall forward an Acceptance Protocol to the Purchaser in the form provided by Purchaser. It shall contain a full description of the Tooling, including their components and accessories, as well as the delivery location of such Tooling. The Acceptance Protocol shall be signed by an authorized representative of each party and shall then be attached to and made a part of each Purchase Order. For a complete list of supplier duties including providing digital photos, tagging and customer standards refer to Schedule 2 of this agreement.

### **4.2 Installation.**

Supplier agrees that without further charge it shall assist Purchaser in the installation of any Tooling purchased under each Tooling Purchase Order. Purchaser shall specify and Supplier shall comply with a written installation schedule that specifies the installation timetable and the roles of each party in the installation process if and as necessary.

## **Section 5. Price and Payment.**

### **5.1 Prices.**

Purchaser shall purchase the Goods from Supplier at the prices set in the Purchase Order. Prices are firm for the Term of this Agreement.

## **5.2 Payment Terms.**

Supplier will invoice Autoneum in accordance with the Purchase Order.

The payment terms for the Goods shall be set out in each Purchase Order. Unless agreed otherwise in a Purchase Order, payment for the Goods shall be subject to the following conditions precedent: Autoneum's actual receipt of fully conforming Goods and Autoneum's receipt of Supplier's correct and complete invoice. Following satisfaction of these conditions precedent, unless agreed otherwise in a Purchase Order, payment for the Goods shall be due and payable upon the later of (i) 60 days net after the date of Autoneum's customer's PPAP program completion, or (ii) no later than 90 days from the Autoneum's customer's scheduled PPAP program completion date indicated on the Purchase Order.

Purchaser may request receipt of evidence, in such form and detail as Autoneum may direct, of the absence of any liens, encumbrances or claims on the Goods. No payment of funds for Tooling shall be made by Purchaser until Supplier transfers title of the Goods to Purchaser free and clear of all liens, claims or other encumbrances and shall complete all related services, or, at Purchaser's option, provides adequate assurance of continued performance in such form as requested by Purchaser. Supplier shall provide to Purchaser, as requested and/or at the requested level of detail, copies of all documentation relating to the Tooling, prior and subsequent to payment made by Purchaser, to verify charges submitted by Supplier against the Tooling Purchase Order.

## **5.3 Invoice Disputes.**

Purchaser shall notify Supplier in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute. Notwithstanding anything to the contrary in this Agreement, Supplier shall continue performing its obligations under this Agreement during any such dispute.

## **Section 6. Term; Termination.**

### **6.1 Term.**

The term of this Agreement (the "Term") shall commence on the Effective Date, and continue, for 36 months.

### **6.2 Purchaser's Right to Terminate.**

Purchaser, in its sole discretion, may terminate this Agreement, in whole or in part (i.e., with respect to certain Goods), without payment of any fee or penalty, by providing written Notice to Supplier:

- (a) if Supplier is in breach of any representation, warranty or covenant of Supplier under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Supplier within 14 days after Purchaser's receipt of written Notice of such breach; or

- (b) if Supplier (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
- (c) if Purchaser terminates any other agreement between (i) Supplier and (ii) Purchaser or Purchaser's Affiliates, due to Supplier's or Supplier's Affiliates' breach or non-performance; or
- (d) if (i) Supplier sells, leases or exchanges a material portion of Supplier's assets, (ii) Supplier merges or consolidates with or into another Person, or a change in Control of Supplier occurs, in any case, without Purchaser's prior written consent; or
- (e) if Purchaser's Customer cancels or terminates its contract with Purchaser related to the Goods; or
- (f) at any time as Purchaser may determine in its sole discretion.

In all instances of termination, the Purchaser will remain obligated for authorized outstanding invoices and work-in-process Any termination under this Section 6.2 will be effective on Purchaser's delivery to Supplier of written Notice of termination or such later date (if any) set forth in such Notice.

**6.3 Effect of Expiration or Termination.**

- (a) Expiration or termination of the Term will not affect any rights or obligations of the Parties that:
  - (i) come into effect upon or after termination or expiration of this Agreement; or
  - (ii) otherwise survive the expiration or earlier termination of this Agreement and were incurred by the Parties prior to such expiration or earlier termination.
- (b) If Purchaser gives notice of termination of this Agreement for any reason, with or without cause, Supplier agrees that it will continue to timely fulfill orders in accordance with the terms of this Agreement up to and including the effective date of termination of this Agreement. At any time during or following the Term of this Agreement, upon the written request of Purchaser, Supplier will immediately deliver to Purchaser all Tooling which is the subject of this Agreement, properly packaged and marked in accordance with Purchaser's instructions.

- (c) Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity or otherwise.

**Section 7. Consequences of Delay**

**7.1 Notice of Delay.**

Whenever any actual or potential delay threatens to delay deliveries or Supplier's performance under the Contract, Supplier shall immediately give written notice thereof to Purchaser. Such notice shall include all relevant information with respect to such delay, including the anticipated duration and impact of such delay. In addition, Supplier will notify Purchaser in writing: (i) at least sixty (60) days prior to the expiration of any labor contract or collective bargaining agreement; and (ii) as soon as Supplier becomes aware of any actual or threatened labor strike or other labor disruption; in each case as may be applicable to Supplier or to any of its subcontractors or suppliers that are engaged in manufacturing or providing Goods or Services to Supplier in connection with Supplier's obligations under the Contract.

**7.2 Consequences of Delay.**

If Supplier fails or refuses to perform under the Contract, including, without limitation, failing to deliver the Goods or perform services within the delivery dates, times and manner specified in the Contract, Purchaser, at Purchaser's sole discretion, without limiting or affecting its other rights or remedies available hereunder or at law or in equity, may (i) require Supplier to ship the Goods, either completed or not completed at Purchaser's option, at the earliest possible time and by the fastest manner (air freight) at Supplier's sole cost and expense; (ii) reduce the quantities of the Goods, (iii) terminate the Contract, in whole or in part, by written notice to Supplier, and receive a refund from Supplier of all monies paid by Purchaser to Supplier under the Contract; or (iv) suspend or terminate part of the work to be performed under the Contract or the applicable Purchase Order. In the event that Supplier fails to timely perform under the Contract, Supplier shall pay to Purchaser (x) a late fee in an amount equal to one percent (1%) of the total Contract price for each week that Supplier is delayed in shipping the Goods to Purchaser, (y) a late fee equal to three percent (3%) of the total Contract price for each week that Supplier is delayed in successfully completing the required acceptance testing under the Contract due to Supplier's acts or failure to act, and (z) costs incurred by Purchaser as a result of Supplier's nonconformance with the terms of the Contract, including, without limitation, additional production charges, labor charges, and transportation costs up to the maximum value of \$2,000,000 (the "Damage Cap"). If Supplier is delayed or unable to perform for any reason, including, without limitation, an excusable delay, Purchaser may purchase Goods from other sources and reduce its purchases from Supplier accordingly without liability to Supplier. In addition, if Supplier fails to meet the delivery dates or times of the Goods, other than by reason of an excusable delay, Purchaser may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Supplier shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom up to the Damage Cap. Supplier shall be responsible for and shall reimburse Purchaser within 30 days following issuance of Purchaser's invoice for all other direct, consequential, and incidental damages incurred by Purchaser as a result of Supplier's failure to meet the delivery dates or times up to the Damage Cap, other than by reason of an excusable delay, including the cost of any line shutdown and the cost of obtaining goods from an alternate source. Purchaser's actions in obtaining substitute or replacement products shall not limit the rights and remedies available hereunder or at law. To the extent that the Purchaser must exercise its rights to

“cover” due to Supplier’s failure to timely supply Goods, such action shall not be deemed a general waiver for non-performance of Supplier’s delivery obligations under the Contract. In the event that Purchaser elects to cover in accordance with this Section, such action shall not limit or impair Purchaser’s right to assert any legal or equitable remedy for any non-performance by Supplier giving rise to any such failure to supply. Supplier, at its expense, shall use its best efforts to mitigate any adverse effects or costs to Purchaser due to any actual or potential delay, including: (i) the implementation of a production contingency plan; and (ii) upon Purchaser’s express written authorization, increasing Supplier’s inventory of finished Goods to a level sufficient to sustain deliveries during such delay. Notwithstanding the foregoing, Supplier shall not be excused from performance hereunder where the reason for the delay was reasonably foreseeable and/or avoidable, or where alternate sources of materials, goods or services are reasonably available even if at a higher cost to Supplier. Purchaser reserves the right to visit Supplier’s facility during normal business hours and, after due notice, to inspect Supplier’s operations to evaluate the progress of the Work and determine adherence to the Contract schedule. Supplier shall promptly take all commercially reasonable steps to avoid or end delay without additional cost to Purchaser.

### **7.3 Definition of Excusable Delay.**

The term “excusable delay” means any delay in making or accepting deliveries or performance which results without fault or negligence on the part of the party involved and which shall be limited to war, damage to production facilities caused by natural disaster or acts of terrorism, and embargoes, irrespective of whether these arise with regard to the Supplier or Purchaser and will also include Purchaser failing to meet project deliverables as evidenced by adjusted timelines documented on the related Gantt chart. Supplier agrees that it shall not claim as event of excusable delay any of the following (a) any delay or non-performance caused by Supplier’s financial difficulties (b) change of credit lines or other financing conditions by financial institution of the Supplier, (c) a change in costs or availability of material.

### **Section 8. Supplier’s Representations.**

Supplier represents and warrants to Purchaser that:

- (a) it is a corporation, duly organized, validly existing and in good standing under the laws of the state of its incorporation as stated on the first page of this Agreement;
- (b) it has the full right, corporate power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its Representative whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Supplier has been duly authorized by all necessary corporate action on the part of Supplier;
- (d) the execution, delivery and performance of this Agreement by Supplier will not violate, conflict with, require consent under or result in any breach or default under (i) any of Supplier’s organizational documents, (ii) any applicable Law or (iii) with or without notice or lapse of time or both, the provisions of any Supplier Contract;



- (e) it has obtained all licenses, authorizations, approvals, consents or permits required by applicable Laws to conduct its business generally and to perform its obligations under this Agreement;
- (f) it is not insolvent and is paying all of its debts as they become due; and
- (g) all financial information that it has provided to Purchaser is true and accurate and fairly represents Supplier's financial condition.

**Section 9. Warranty**

Supplier warrants to Purchaser, its customers and their respective successors, assigns that all Goods will, for a minimum period of ten (10) years following the date of completion of the acceptance test for such Tooling, conform to the Specifications and other terms and conditions set forth in this Agreement and the other Contract Documents, be free of defects in design (to the extent that Supplier furnished the design), materials and workmanship, and be suitable for Purchaser's intended purpose.

**Section 10. Right to Audit**

**10.1 Audit of Supplier.**

Supplier shall maintain true and correct records concerning the performance of its obligations under this Agreement including, without limitation, a specific breakdown and itemization of all costs associated with the design, development, manufacture, maintenance, repair, replacement and cost of any Tools and all transactions related thereto and shall retain all such records for at least twenty-five (25) years after the later of (A) receiving final payment from Purchaser, (B) such longer period as may be required by Purchaser's Customer, or (C) after the expiration or termination of this Agreement. Purchaser shall be entitled to audit such records during regular business hours on reasonable prior written notice and without unreasonable disruption to Supplier. Purchaser shall have the right to enter onto Supplier's and all sub-contractor and sub-supplier's premises at all reasonable times and upon reasonable notice and without unreasonable disruption to inspect and audit Supplier's records with respect to the Tooling. Supplier shall be liable for any deficiencies uncovered in any such audit.

**10.2 Audit of Sub-Suppliers.**

For any Tooling or parts thereof that Supplier obtains from any third party, Supplier shall provide Purchaser with access to the ultimate production source of the Tooling and documentation in accordance with this Section. Supplier shall have thirty (30) days, from the date Purchaser notifies Supplier of Purchaser's intention to audit Supplier, to provide the requested access and documentation (in accordance with the requested level of detail and copies thereof) for Purchaser's exclusive use and records. Any information submitted subsequent to such thirty (30) day period may be disregarded by Purchaser in its sole and absolute discretion. Notwithstanding anything to the contrary herein or under the Order, the price set forth in the Order or Tooling Purchase Order shall be adjusted to credit Purchaser in the amount, if any, by which the price exceeds Supplier's actual cost as verified. Supplier shall not disclose to any third party, except for its attorneys and professional advisors, who have reason to know and are required to maintain confidentiality of anything pertaining to the foregoing subject matter, the results of any such Tooling audits or any adjustments made by Purchaser to the prices and amounts payable to Supplier as a result of such audit.

**Section 11. Miscellaneous.**

**11.1 Further Assurances.**

Upon Purchaser's reasonable request, Supplier shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

**11.2 Entire Agreement.**

This Agreement, including and together with the Contract Documents and any related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the Goods, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**11.3 Survival.**

Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 6,7,8,9,and 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

**11.4 Notices.**

Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Supplier:

[NAME]  
Facsimile: [FAX NUMBER]  
E-mail: [E-MAIL ADDRESS]  
[Website: [WEBSITE ADDRESS]]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

Notice to Purchaser:

Autoneum North America, Inc.  
29293 Haggerty Road  
Novi, MI 48377  
Facsimile No.: (248) 848-4289  
Attention: Corporate Purchasing Department

With a copy to:

Autoneum North America, Inc.  
Jami A. Statham  
Senior Legal Counsel  
29293 Haggerty Road  
Novi, MI 48377

**11.5 Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending such facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic e-mail reply).

**11.6 Schedules, Annexes and Exhibits**

The following Schedules, Exhibits and Annexes form an integral part of this Agreement:

- |            |   |
|------------|---|
| Schedule 1 | Rebate Structure  |
| Schedule 2 | Request for Quote Form, including Supplier Duties, Basic Charts and Tooling Cost Worksheets |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

[SUPPLIER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AUTONEUM NORTH AMERICA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1  
REBATE FORM**

The Schedule 1 Rebate Form sets forth the terms and conditions under which Purchaser can earn and Supplier shall pay a rebate related to the volume of Purchase Orders issued and invoices paid.

Rebate: Supplier agrees to pay Purchaser a volume productivity amount based on all paid invoices within terms, during October 1 to September 30, which shall include payments from Autoneum and its subsidiaries and affiliates to Supplier.

The basis of the volume productivity rebate is the prior year spending between the Parties and has following spend tiers:

\$1.00	-	\$250,000.00	0% Rebate
\$250,000.01	-	\$500,000.00	2% Rebate
\$500,000.01	-	\$1,000,000.00	3% Rebate
\$1,000,000.01	-	xxx	4% Rebate

The volume productivity amount becomes due after reconciliation at September 30 each year. The reconciliation period is October 1 to September 30 of each year. The volume productivity payment is due no later than 60 days after the reconciliation was completed between Purchaser and Supplier.

Volume productivity reconciliation and payment obligations survive any expiration or termination of the Tooling Contract.

The parties agree that they shall meet at least once per year during the initial Term and extension Term, to discuss and agree upon changes that should be made to the tiered percentage amounts used in the rebate. Changes to the rebate tiers shall on be made upon written agreement of the Contract Parties.

**SCHEDULE 2**

Request for Quote Form, including Supplier Duties, Rasic Charts and Tooling Cost Worksheets

## Acceptance Form



Copy of Tools-  
AcceptanceSheet-Act



RFQ\_Tooling\_PROGR  
AM V2.xlsm