

**SPECIFIC REQUIREMENTS OF BENTEX AUTOMOTIVE A.S.
BENESOV NAD CERNOU 301, CZ 382 82**

**I.
Basic Provisions**

These specific requirements of Bentex (hereinafter referred to as “SRS”) are based on generally valid legal regulations of the Czech Republic. They regulate relations between the Bentex Automotive a.s. (hereinafter referred to as “Bentex”) and all its suppliers (hereinafter referred to as the “Suppliers”).

These SRS constitute an integral part of each individual business contract and are freely accessible at www.bentex.cz. By accepting Bentex’s order referring to these SRS, both parties of the contract accept these SRS and express their will to follow them.

The supplier-customer relations between Bentex and its Suppliers are subject to these SRS and to the Commercial Code (Act 90/2012Sb.), (hereinafter referred to as the “Commercial Code”). Unless otherwise agreed between the parties, the supplier-customer relations are governed by the law of the Czech Republic.

**II.
Subject Matter of Contractual Relations**

The subject matter of individual contractual relations is the material (the goods) to be supplied.

**III.
Manner of Placing and Accepting Orders**

Unless otherwise agreed, Bentex shall place orders in writing only - by E-mail. The supplier shall accept the order in the same manner, i.e. by E-mail. Orders and supplies placed in a different manner must be additionally confirmed by E-mail without any unnecessary delay.

**IV.
Quality Management System**

Suppliers undertake to supply materials (goods) to Bentex in the types, quality parameters, technical specifications, times and under the conditions set by OEM customers as well as specific requirements of each customer in the production chain above the Bentex company and these specific requirements of Bentex.

In order to ensure the quality of the materials (goods) to be supplied to Bentex, the Supplier undertakes to introduce, to put into practice and to follow the Quality Management System which meets the requirements and which have been fully certified either in the ISO 9001 as minimum with the aim to fulfill and certified IATF 16949 as a standard.

4.1 Sampling – The Supplier shall cooperate in creating PPAP Level 3 or EMPB according to VDA 2, in full compliance with the OEM customer’s requirements as well as specific requirements of each customer in the production chain above the Bentex company and these specific requirements of Bentex.

4.2 The first sample (Master Sample) represents the colour, surface finish and gloss level only.

4.3 Deviation – if approved by OEM, it will be fully respected by Bentex.

4.4 Laboratory

The Supplier is obliged to submit the following items to Bentex:

- Laboratory Certificates pursuant to ISO/IEC 17025;
- Test Report with the laboratory test results concerning the material (goods) supplied, as follows:
 - a) With each individual shipment of the material (goods);
 - b) Upon request in case the materials (goods) do not correspond to the quality standard or in case they are suspicious;
 - c) According to IATF 16949 and customer specific requirement the supplier is obligated to requalify all product characteristic (material, geometry, function). Frequency of the requalification tests is determined by the requirements of respective OEM. If Bentex's customers have not defined any requirements, requalification tests must be performed annually and complete reports of these tests must be submitted to Bentex free of charge.

4.5 Audit

Upon request, the Supplier shall make it possible for Bentex to carry out the QMS as well as process audit in accordance to VDA 6.3 and 2TP audit.

V. Quality Management Goals

The Supplier is required to keep the PPM to zero.

If the PPM value is higher, the Supplier is, upon request, obliged to provide Bentex with either 4/8D (within 2/5 working days) or with an action plan including such remedies which will lead to a quick and permanent solution of the given problem.

VI. Complaints

All relations arising from the product liability and from the warranty for the quality of the materials (goods) are governed by the Commercial Code.

Any and all complaints must be made in writing and must include the identification of the material (goods) complained about, description of the fault or defect and number of faulty or defective units. Upon request, Bentex shall provide the Supplier with a sample of the faulty material complained about.

In case the complaint is justified and if such a justified complaint jeopardizes Bentex's production schedule or production schedule of Bentex's customer, the Supplier shall supply faultless material or faultless goods within 24 hours of the time of making the respective complaint (unless otherwise agreed).

In case of a justified complaint, the Supplier is obliged to pay Bentex a lump sum of EUR 30.00 for making the respective complaint report.

The Supplier is obliged to compensate Bentex for all additional expenses and damages Bentex has incurred as a result of faulty material (goods) supplied, i.e. idle time cost, expenses for sorting, remaking, repairing, and/or assembling/disassembling of final products including the money to be paid by Bentex to its customers.

The Supplier shall (if requested so by Bentex) ensure sorting the materials or goods on its own expense and responsibility.

Unless otherwise agreed between the contracting parties, unconformable materials (goods) will be stored for max. 10 working days.

VII. Final Provisions

By confirming the order for the particular material or goods by the Supplier, the Supplier accepts these SRS with all the rights and obligations arising therefrom.
These SRS became effective on the date of their issuance.

Given at Benesov nad Cernou this 19.10.2018

Ing. Frantisek Fosum
General Manager



Miroslava Neulingerova
Quality Manager

