

# **Quality assurance agreement (QAA)**

## **between the LEIBER Group and its suppliers**

## Recitals

This quality assurance agreement (referred to as QAA in the following) is one part of the overall binding agreement between LEIBER Group and its suppliers. It covers technical and organisational constraints, as well as all processes involved. LEIBER Group wants to ensure goals are met for process and product quality. In general LEIBER Group pursues a zero-defect-strategy.

The regulations of this QAA are based on the requirements for implementing and maintaining a management system according to the requirements of IATF 16949, in addition to the specific requirements of our customers.

The LEIBER Group requires its suppliers to consistently implement the procedures and methods defined in the QAA and to completely fulfil the defined requirements.

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## 1. Goal

The goal of this QAA is to control all quality assurance measures to ensure quality between the supplier and the LEIBER Group, and therefore to ensure the quality of the deliveries.

This requires a close, dovetailed, cooperative partnership between the LEIBER Group and its suppliers. This strategy is reflected in this QAA.

The cooperative partnership should be aimed toward detecting and preventing specific design-related and process-specific causes for potential errors already during development, including pre-series, through effective quality planning.

In addition, this serves to avoid "counterfeit parts" in the production processes and thus our deliveries.

This QAA formulates the basis for the cooperation and communication between the LEIBER Group and its suppliers with regard to Q processes, product- and process-specific quality data, derived corrective measures, customer-specific requirements and the change management for the purpose of traceability.

## 2. Scope

This QAA applies to all products to be delivered to the LEIBER Group and services to be rendered on behalf of the LEIBER Group, as far as they are not expressly excluded in the purchase agreement. The supplier is responsible for the involvement of its subcontractors within the legal framework.

The tasks, responsibilities, processes and methods defined in the QAA between the LEIBER Group and its suppliers in the various product life cycles are a component of the supplier relationship between the LEIBER Group and its suppliers. They apply during the entire term of the contract, starting with the product development process, up to series production, including the spare part supply.

The designations LEIBER Group as well as LEIBER include the LEIBER Group GmbH & Co. KG companies as well as LEIBER Poland GmbH.

In case of doubt the German version shall be binding.

## 3. Preliminary note

If individual obligations from this agreement as well as from order documents are unclear, the supplier is responsible for clarifying the matter with the LEIBER Group before products are produced, delivered or services rendered. The same applies if the order documents are incomplete or if their fulfilment by the supplier is considered to be unfeasible. This way, unnecessary costs and misunderstandings should be prevented and the order documents of LEIBER Group optimized.

The decisive point of contact in all contractual matters with the LEIBER Group is the Purchasing department.

The supplier is obligated to not make any quality agreements or any other consultations of any kind with the customers of the LEIBER Group which have to do with the deliveries of the LEIBER Group. Any queries from LEIBER customers to the suppliers must be communicated to LEIBER directly, as far as these queries have to do with procurement amounts or products delivered by LEIBER to the customers.

## 4. Communication

With the aim of having a cooperative and trusting partnership, the LEIBER Group and supplier must name in writing competent contact partners, as well as representatives for specific concerns, who have the required authority, at the time of procurement.

The Purchasing department of the LEIBER Group is to be notified in writing immediately (at latest within 14 days) about any relevant changes to the organizational and operational structure as well as to contact partners and their representatives.

## 5. Documents and documentation

Quality records are for verifying that quality requirements have been met and the quality assurance system has worked effectively.

All specifications required for supporting the development and planning (for example, product requirement document, performance description, specifications, drawings, bill of material, CAD data) are to be checked by the supplier for completeness and general consistency and with reference to the purpose. The LEIBER Group must be notified in writing immediately (at latest within 14 days) of any deficiencies. The active acquisition of missing documents and the corresponding revision statuses are to be ensured by the supplier at least every six months.

The archiving of the specification and verification documents, both for the development as well as for the production and delivery phase, is to be ensured by the supplier. They have to take data security into account for a duration according to the legal specifications and the requirements of VDA Vol. 1 if no deviating agreement has been defined in writing with the LEIBER Group. The supplier must allow the LEIBER Group to view these documents on demand. The supplier must obligate its sub-suppliers to the same degree within the legal framework. VDA Vol. 1, "Verification management" is suggested as an instruction.

The supplier ensures all quality related documents and records are fully allocated to the corresponding production periods and quantities herein.

All changes made to the product and process are to be documented for the purpose of a consistent product and process history. These changes should be handled according to VDA requirements. The documentation of part history must contain the dates when the product or the process have been changed. The part history is to be documented by the supplier starting from pre-series and must include the ID on the component.

The LEIBER Group has the right to demand copies of such documents from the supplier at any time, which are required to check or verify the proper performance of quality assurance (for example, part history, control plan, test records). If it is not possible to hand out copies due to justified confidentiality interests of the supplier, the documents can at least be viewed by LEIBER Group.

## 6. Information obligation

The supplier must make all required information available to the LEIBER Group in all phases of the cooperation, that is, from product development to series production, up to and including spare part supply.

If the supplier determines that they are deviating from defined agreements (for example, concerning the project plan, deadlines, test methods, test equipment, test sequence and test scope, delivered quantities, packaging, drawings and specifications for product and process quality), they are obligated to inform the Purchasing department of the LEIBER Group about this in writing immediately (at latest within seven days) and to coordinate the initiated corrective measures with the LEIBER Group. This also applies if the requirements contained in the part requirements document as well as project goals and content are not being met in the individual phases.

The following items are notifiable according to VDA, among other things, and require clarification with the LEIBER Group as to whether a series approval is required:

- Use of another chemical composition (deviation from the specifications in the material data sheet)
- Use of new or modified tools (exception: wear tools) for series production
- Modified / changed process
- Relocation to another site
- Change in suppliers
- After interruption in production of 12 months or longer
- Changes to the process parameters
- Other changes to defined agreements

If the supplier is planning a change to their process or to the product, they must announce this in writing to the LEIBER Group and have it approved of in advance. The approval procedure is to be coordinated with the LEIBER Group. Usually, the approval procedures are required according to the requirements of VDA Vol.2 (PPF) or AIAG (PPAP).

All changes require the approval of the LEIBER Group. The information obligation also exists if the produced products have quality deviations.

The information must be provided in full in a timely manner so that the LEIBER Group can check the effect and the change can be objected to before it is applied, and also so that suitable measures (for example, new PPAP, auditing the new/modified process/production site) can be initiated.

## 7. Order information and documents

The supplier must carefully check the order information immediately, within one workday upon receiving, for completeness, correctness and comprehensibility, both the documents themselves as well as the information they contain. Ambiguities must be eliminated together with LEIBER before beginning with production.

The acceptance-specific documents are subject to change management and are constantly being updated. The industry-wide standards (DIN, ISO, etc.) are to be procured by the supplier themselves and kept up to date (supplier obligation to get documents).

Restrictions or additions in the order confirmations with regard to quality, quantity, or deadlines are invalid if not confirmed in writing by LEIBER Group.

Deviations or changes to the order information must be coordinated by the supplier with the Purchasing department of the LEIBER Group. Order information and documents are to be handled confidentially. Existing confidentiality agreements remain unaffected by this.

## 8. QM system, supplier auditing, assessment, performance improvement

### 8.1. QM system, supplier auditing

The supplier must produce verification of a certified, process-oriented QM system, which at least meets the requirements according to DIN EN ISO 9001 in its respectively valid version. The continuous monitoring and further development of the QM system is required by the LEIBER Group towards the supplier, so that the supplier obtains certification according to IATF 16949 in the respectively valid version.

Specifically, the QM system of the supplier must include the following elements:

- Planning and development of the processes and methods for manufacturing the products
- Performance of the agreed-upon tests and creation of traceable documentation for the test results
- Immediate initiation of preventive and corrective measures in the case of internal and external complaints and documentation of verification concerning the taken measures, as well as their effectiveness
- Compliance with legal requirements

For this purpose, the supplier is requested to present all results from certifications to the LEIBER Group in their respective versions and to inform the LEIBER Group in writing in a timely manner about planned changes (re-certifications, higher qualifications, expiration of certificates) (obligation of delivery by the supplier).

The supplier allows representatives of the LEIBER Group to audit their QM system on their premises with advance notice. Here, the representatives of the LEIBER Group are to be granted access to areas for products and/or services pertaining to the LEIBER Group and must be allowed to view the documents. This applies both to the technical as well as the business areas. In the same scope, the supplier allows the customer of the LEIBER Group as well as the regulatory authorities to audit the QM system or products and services directly in-house in justified cases. The same applies to inspections and acceptances by the end user. If required, supplier audits at subcontractors will be carried out together with the supplier and possibly with the customer of the LEIBER Group to the extent possible within the law.

An inspection or acceptance on the supplier premises does not release the supplier from their own responsibility to deliver perfect quality.

In return, the LEIBER Group is obligated not to disclose confidential information that it receives from the supplier to third parties. Exceptions could be contractual regulations with the customer of the LEIBER Group, as far as the supplier is involved in these contractual regulations. Existing confidentiality agreements remain unaffected by this.

Process audits or process assessments are performed based on the current VDA Vol. 6, Part 3.

Working through the agreed-upon actions is to be ensured, verified and documented on-time by the supplier.

## 8.2. Supplier assessment

The suppliers are regularly assessed by the LEIBER Group based on relevant performance parameters and for comparing the performance of various suppliers. The criteria below, among others, are considered here:

- Delivery quality
- Delivery reliability
- Reaction time to complaints
- Acceptance of costs from complaints

If the agreed-upon target specifications are not met, the supplier must create action plans and present them to the LEIBER Group. This particularly also applies to the supplier assessments and audit results communicated from the LEIBER Group. The rating as "A supplier" for all business fields of the LEIBER Group is the aspiration for every supplier and serves to assure the quality of the scope of delivery.

If a supplier is rated as a "B supplier", they must make a written statement regarding the individual criteria listed in the supplier assessment. If a supplier is rated as a "C supplier", they must make a written statement regarding the individual criteria listed in the supplier assessment and inform the LEIBER Group about constructive approaches regarding these criteria with new target values. This concept must be submitted in writing to the LEIBER Group immediately.

Depending on the degree the target values are exceeded, the LEIBER Group reserves the right to execute suitable escalation programs.

These indicators are for adapting the rating, effecting any measures for supplier development and are taken into consideration for queries and contract negotiations for new/modified products.

## 8.3. Supplier performance improvement

If, in the course of supplier assessment (product development process, serial delivery or spare part supply), systematic weak points should be identified in the supplier processes, the LEIBER Group reserves the right to carry out suitable supplier development programs together with the supplier. This also applies to the interfaces supplier/LEIBER Group or supplier/subcontractor. The obligation for the supplier to take their own initiative is not affected by this. The supplier management of the LEIBER Group has a supporting function, in order to support the supplier with the individual activities.



### 8.4. LEIBER escalation process for non-performance

In the following model, the escalation process of the Leiber Group for suppliers of production material as well as the associated services, such as coating or heat treatment, is described. In the event of long-term deviations (also repeated errors) in the delivery quality or deficient delivery performance, the Purchasing department of the LEIBER Group can start the escalation process described below, corresponding to escalation level E1. The supplier will be informed about this measure in writing. If no improvement in performance or even worsening is found, additional escalation levels will be run through up to level E4. If the measures the supplier introduces are proven effective, de-escalation will follow accordingly down to the standard procedure in escalation level E0.

Escalation level 3 (hold on new business) can also be imposed immediately in these cases:

- Certifications are invalid for longer than three months
- Lack of cooperation with necessary corrective measures
- Lack of supply reliability

Further details can be found in document 1013006\_Lieferanteneskalationsverfahren.pdf (supplier escalation procedure).

Supplier	Escalation levels			Leiber Group		
	Escalation level E 4	De-escalation ↓	Discontinuation control	Relocation	Purchasing	
Senior management	Escalation level E 3			New Business Hold	Catalogue of measures	Senior management, Purchasing and Quality Manager
					Quality meeting	
Senior management	Escalation level E 2		Action and development plan	Supplier development program	Purchasing and Quality Manager	
				CSL 2		
		Quality meeting				
Quality Manager	Escalation level E 1		Action plan	Purchasing and quality management employees		
		CSL 1				
		Quality meeting				
Quality management employees	Escalation level E 0		Action plan	Quality management employees		

## 9. Subcontractor management

All individual agreements of this QAA not only apply to the direct supplier of the LEIBER Group, but, to the extent possible within the law, also to their subcontractors within the framework of contract fulfilment with the LEIBER Group. That is, all agreements of this QAA are to also to be defined by the supplier with their subcontractors.

As far as not otherwise agreed upon, the supplier is solely responsible for their subcontractor selection. They are solely responsible for making sure the subcontractor provides the quality level required by the LEIBER Group. If not agreed-upon expressly and in written form, the supplier accepts responsibility for all tasks associated with the subcontractor.

In justified cases, the supplier will ensure that the LEIBER Group, its customers, as well as the regulatory authorities are granted access to the business/factory buildings of the suppliers they employ directly.

Subcontractors are to be obligated by the supplier to comply with the confidentiality rules agreed-upon with the LEIBER Group.

If quality problems arise that are caused by the subcontractor, the supplier must initiate suitable measures at the subcontractor immediately (within 7 days). They must also inform the LEIBER Group in writing about the measures as well as the result of the measures.

## 10. Quality and inspection planning

The respective employees and responsible managers of the supplier must be aware of the effect of errors on the product and for the company according to their activity and responsibility. This applies both to the product development process as well as for series production. The supplier is aware that the products are mainly used in the automotive, industrial, railway and aviation sectors.

Here, the supplier must ensure the following within the scope of their responsibility:

- Recognition of potential product and deadline risks
- Definition of the affected characteristics
- Identification of the affected characteristics in all relevant documents
- The special treatment and identification of these products/characteristics
- Compliance with the market- and country-specific laws/regulations/directives

### 10.1. Production monitoring

To meet the quality requirements of the LEIBER Group, this requires extensive quality planning early on in cooperation with the supplier.

The supplier must ensure production planning and monitoring based on a risk analysis (for example, using FMEA) for all products of the pre-series and series to be delivered. This must be reassessed or revised in the event of non-compliance, modifications as well as at suitable intervals.

### 10.2. Measuring and testing equipment

The supplier must make sure that measuring methods and measuring equipment are used, with which the product properties can be monitored as early as pre-series, as well as later during series production.

This measuring equipment is subject to measuring equipment monitoring and its suitability is to be verified with an MSA (measurement system analysis).

## 11. Product development process

In the development and planning phase, suitable preventive methods and process-reliable procedures are to be used by the supplier on its own responsibility in accordance with the project development of the LEIBER Group.

For the pre-series and series, corresponding and agreed capabilities of the production equipment as well as the selected measurement systems must already be verified.

## 12. Process approval for initial sampling

Initial samples will be ordered through the purchasing department from the supplier. They are fundamentally to be manufactured under series conditions, that is for instance, with the tools, systems and test equipment used for series production.

The initial sampling and any repeat initial sampling must be performed by the supplier according to the contractual agreement according to VDA Vol. 2 "Quality assurance for supplies" or AIAG "PPAP", in the respectively valid version. The ingredients/constituents of the product are to be conveyed in the course of initial sampling using the IMDS (International Material Data System).

For safety critical/relevant characteristics, the minimum value applies to the machine capability ( $cm_k \geq 2.0$ ) / short-term process capability ( $pp_k \geq 2.0$ ) and to the long-term process capability ( $cp_k \geq 1.67$ ). This differs from VDA Vol. 2. The corresponding verifications are to be presented during initial sampling.

For special / function-relevant characteristics, the minimum value applies to the machine capability ( $cm_k \geq 1.67$ ) / short-term process capability ( $pp_k \geq 1.67$ ) and to the long-term process capability ( $cp_k \geq 1.33$ ). This is in accordance with VDA Vol. 2. The corresponding verifications are to be presented during initial sampling.

Series delivery may only occur after the written approval of the initial sampling.

## 13. Production process

The demand of the LEIBER Group for "zero errors" must extend through all process levels. The supplier must establish the conditions necessary for this.

The process capability is to be verified over the entire production period for important product and process characteristics defined in the development or planning phase. In the case of non-capable processes according to the requirements named under item 12, a 100% inspection is to be carried out for the affected product characteristic long-term. This can be omitted again in coordination with the supplier.

In applications in which the use of statistical process control (SPC) cannot be implemented, a sufficient inspection (starting at 100%, reduction in consultation with the LEIBER Group) must be performed. The LEIBER Group must be allowed to view the relevant documents/data.

By constantly monitoring the production processes, the applications are particularly regulated for important characteristics requiring documentation

- on the product (for example, with regard to function, dimensions, weight, surface)
- or process (for instance, with regard to pressure, temperature, time, voltage, torque).

Verification that the process is continuously under control must be provided.

If process malfunctions and quality deviations occur, the supplier must take immediate measures within one day to safeguard the production supply for the LEIBER Group. They must analyse the causes within one week, and implement the corrective measures within three weeks after discovering the deficiency and verify their effectiveness. If these deadlines are not realized by the supplier in individual cases, they must proactively coordinate target dates with the LEIBER Group. This is independent of proof of fault by the supplier. The differentiation of the defective parts must take place clearly and plausibly.

The supplier is obligated to verify a tool management system and planned as well as preventive servicing/maintenance for equipment and tools. Tool maintenance and changes are to be documented. Any tool loss or damage is to be reported to the LEIBER Group immediately in writing.

The execution of any corrective measures is a component of the supply relationship with the LEIBER Group.

### **13.1. Re-approval of production processes**

After process interruptions, system downtime, tool changes, large repairs or a long interruption of the production process, the supplier must make sure that the products still meet the specifications. A sufficient method for re-approval by an authorized employee, which equally takes the product and process into consideration, is to be ensured and documented.

When deviations are found, the supplier must determine the affected scope up to the last inspected, error-free part, block it, and rework it or scrap it. The rework must be followed by a part inspection according to the series process. In this matter, it must be pointed out that required rework must be approved by the customer according to the requirements of the IATF 16949, in the respectively valid version.

### **13.2. Product labelling and traceability**

The labelling of the deliveries must be done according to the order/specification. The deliveries are to be labelled such that the products can be clearly identified at any time.

The traceability and localization with regard to the production documents/delivery must be ensured at all times over the entire process chain.

### **13.3. Special processes**

Special processes must be assessed and documented accordingly by the supplier once a year according to AIAG CQI. The documentation must be made available to the LEIBER Group on request. Special processes are production processes where the quality of the generated products can only be verified by a destructive test. For example: Heat treatment, surface coating.

## **14. Re-qualification**

All products must be re-qualified once a year according to the production control plans of a complete test corresponding to the original initial sampling scope. The results must be provided to the LEIBER Group on request, and if need be, also to the customer.

## 15. Incoming inspection and complaint management

LEIBER Group will inspect the products immediately after acceptance, as far as this can be done according to the regular business routine, whether they match the ordered quantity and ordered type, and whether there is externally visible transport damage. If, during these inspections or later, a deviation from the ordered quantity, ordered type, or externally detectable transport damage is found, LEIBER Group will report this to the supplier within two weeks after the inspection or after discovery. An incoming goods inspection going beyond this will not occur. If, as a result of product deficiencies, it should be necessary to examine the contractual products to a degree going beyond the usual incoming goods inspection, the supplier must bear the costs of this examination. If the report should be late or lost, the on-time dispatch is sufficient. § 10, paragraph 6 of the framework purchasing contract does not apply.

After receiving complaints from the LEIBER Group, the supplier must take immediate measures within one day to safeguard the production supply for the LEIBER Group. They must also analyse the causes within one week and implement the corrective measures within three weeks after discovering the deficiency. Finally, they must verify the effectiveness of the measures. All activities relating to this are to be documented in the format of an 8D-Report and this must also be sent to the LEIBER Group within the named time periods.

If these deadlines should not be able to be realized by the supplier in individual cases, they must proactively coordinate target dates with the LEIBER Group. This is independent of proof of fault by the supplier. The differentiation of the defective parts must take place clearly and plausibly.

Notwithstanding the above-named specifications for initiating corrective measures in the case of a complaint, the supplier must make sure that both product liability insurance as well as recall insurance have been taken out in the required amounts according to the conditions of purchase of the LEIBER Group. If the legal liability regulations change, the supplier must make sure that the existing coverage of their product liability/recall insurance is not negatively affected by this.

## 16. Delivery of defective parts or services

A delivery of products or services to the LEIBER Group which do not comply with the order/specification is not permissible. Exemptions, inspection exceptions, etc. must be requested before delivery and must be in writing.

If the LEIBER Group does not change its order documents in such cases, along with the granting of the exemption, the supplier will be required to initiate the corresponding corrective measures to prevent the deviation from happening again. The initiation and effectiveness of the corrective measures must also be documented and sent in writing to the LEIBER Group in the form of an 8D-Report.

If it is not certain whether defective parts have reached the LEIBER Group, the supplier must inform the responsible Quality Management, Logistics and Purchasing departments of the LEIBER Group immediately, that is, within one day by writing or by phone. Fault isolation and the definition of suitable immediate measures must be considered. In general, the specifications under item 15 "Complaint management" also apply in such cases.

The supplier must also immediately inform the LEIBER Group of deviations that they have become aware of belatedly, that is, also within one day in writing. Here, any instructions from the Purchasing and Quality Management departments of the LEIBER Group regarding fault isolation and remedying must be followed.

## 17. Sustainability

The company vision of the LEIBER Group is oriented toward sustainability and ethical correctness. The LEIBER Group is committed to complying with the internationally recognized regulations with regard to occupational safety, environmental protection and ethical correctness. To ensure this at all levels of production, the supplier must also be committed to complying with occupational safety, environmental protection and ethical correctness. Furthermore, the supplier must make sure that these regulations are also complied with by their suppliers and subcontractors.

The LEIBER Group expects their suppliers to commit themselves to compliance with occupational safety, and requires that the supplier observe all legal occupational safety regulations and in-house regulations concerning occupational and fire safety, specifically making sure the regulations are being complied with and monitoring this compliance. In addition, the supplier should provide equipment, issue orders and take measures to prevent work accidents, which correspond to the relevant provisions of accident prevention and the generally recognized regulations regarding occupational safety and health. Furthermore, LEIBER Group expects their suppliers to have a certified occupational safety management system in acc. with ISO 45001 in the respectively valid version. If, at the time the contract is signed, there should be no certification in acc. with ISO 45001, this must be included in the future plan of the supplier and this plan presented to the LEIBER Group.

The LEIBER Group expects their suppliers to be committed to environmental protection and requires that the supplier comply with environmental laws, protect resources and continuously improve their environmental situation. Furthermore, LEIBER Group expects their suppliers to have a certified environmental protection management system in acc. with ISO 14001 in the respectively valid version. If, at the time the contract is signed, there should be no certification in acc. with ISO 14001, this must be included in the future plan of the supplier and this plan presented to the LEIBER Group.

## 18. Conflict minerals

The US law "Dodd-Frank Act, Section 1502" and the European ordinance (EU) 2017/821 define the obligations for due diligence in the delivery chain for EU importers of tin, tantalum, tungsten, and their ores and gold from conflict and high-risk zones. Accordingly the LEIBER Group faces the challenge of disclosing the origin of conflict minerals in their products upon customer request. Gold, tin, tungsten and tantalum must be able to be tracked along the entire delivery chain. If these minerals/substances should be contained in products delivered to the LEIBER Group and should come from conflict/high-risk zones or neighbouring countries, the suppliers are obligated to notify us of this in writing. This also applies to products whose origin is unknown.

## 19. Liability

The supplier is responsible for the delivery of purchased parts which comply with the specifications.

Initial sample approvals (process approvals), agreements concerning quality objectives and quality measures, as well as the specification of action limits issued by the LEIBER Group do not release the supplier from their obligation to deliver components which meet the specifications, as well as the liability for warranty and damage claims of the LEIBER Group due to faulty deliveries.

## 20. Term of the QAA

This QAA applies for the entire term of the delivery relationship with the LEIBER Group or until this QAA is replaced by a new version. This QAA applies to all scopes of delivery.

The parties to the contract can cancel the agreement independently of this with a deadline of 3 months before the end of the year.

The right of the parties to cancel for an important reason remains unaffected.

The cancellation must be done by means of a registered letter.

## 21. Miscellaneous

### 21.1. Other valid documents

- General terms and conditions of purchase of the LEIBER Group GmbH & Co. KG
- Order specifications of the LEIBER Group GmbH & Co. KG
- IATF 16949 in the currently valid version
- EN/AS 9100 in the currently valid version
- DIN EN ISO 9001 in the currently valid version
- DIN EN ISO 14001 in the currently valid version
- DIN EN ISO 45001 in the currently valid version
- DIN EN ISO 50001 in the currently valid version
- VDA publication series in the currently valid version
- AIAG publication series in the currently valid version

### 21.2. Final provisions

Changes or additions to this agreement require the written form to be effective. This also applies to the repeal of this written form requirement.

For the legal relationship between LEIBER Group and the supplier, the law of the Federal Republic of Germany applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes from the business relationship between LEIBER Group and the supplier is the headquarters of the LEIBER Group. LEIBER Group is also entitled to file action at the headquarters of the supplier as well as at any other permissible venue.

If a provision of this agreement should be invalid in part or in full, or (will) be unenforceable or should there be a loophole in this agreement, the validity of the rest of the provisions is not affected by this. Instead of the invalid or unenforceable provision, that valid or enforceable provision is considered to be agreed-upon which comes closest to the purpose of the invalid or unenforceable provision. In the case of a loophole, that provision is considered to be agreed-upon which corresponds to that which would have been agreed-upon according to the purpose of this agreement as far as the parties had considered the matter from the beginning.

\_\_\_\_\_

Location/date

\_\_\_\_\_

Location/date

\_\_\_\_\_

Supplier

\_\_\_\_\_

LEIBER Group