

SUPPLIER LOGISTICS TERMS (SLT)

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1 Subject

1.1 Purpose

The purpose of these Supplier Logistics Terms is to define the responsibilities between the Supplier and LEONI for all relevant supply chain matters. These Supplier Logistics Terms shall allow the smooth and efficient flow of Products from the Supplier to LEONI as well as minimize costs and sustain competitiveness of the supply chain.

1.2 Automotive standards

Within the scope of these Supplier Logistics Terms, the Parties shall conform to automotive standards (e.g. standards issued by VDA, Odette or AIAG) that are mandatory for all companies engaged in the automotive industry.

1.3 Applicability

1.3.1 These Supplier Logistics Terms shall apply to Production Material (hereinafter "Products") and shall be an integral part of the Supply Contract(s) concluded between the Parties (agreements establishing the obligation for the Supplier to deliver Products to LEONI, e.g. General Supply Agreement, Nomination Agreement, long-term agreement or project-specific supply agreement) or will become part of a Supply Contract yet to be concluded between the Parties. These Supplier Logistics Terms shall also apply provided that (a) no Supply Contract between the Parties will be/has been concluded or (b) a Supply Contract between the Parties will be/has been terminated. For the Purpose of these Supplier Logistics Terms, the term Production Material refers to material and products (e.g. raw materials, goods, parts, commodities, etc.) which are incorporated into the LEONI products distributed and sold to LEONI's customers.

1.3.2 To the extent that these Supplier Logistics Terms are part of a Supply Contract, the applicability of these Supplier Logistics Terms for the Supplier and its Affiliates (collectively or individually hereinafter "Supplier") and LEONI and its Affiliates (collectively or individually hereinafter "LEONI") corresponds to the applicability of the Supply Contract.

1.3.3 If the applicability of these Supplier Logistics Terms is not determined by a Supply Contract, these Supplier Logistics Terms shall apply for all deliveries and services regarding Products from the Supplier and its Affiliates to LEONI and the Affiliates of LEONI. The Supplier can at any time request from LEONI a list of the Affiliates of LEONI, and LEONI can at any time request from the Supplier a list of the Affiliates of the Supplier. For the Purpose of these Supplier Logistics Terms, (i) Affiliates of LEONI shall be legal entities, which are controlled directly or indirectly by LEONI AG and (ii) Affiliates of the Supplier shall be legal entities, which are controlled directly or indirectly by the Supplier. For the purpose of these definitions "Control" or "Controlling" shall mean to have, directly or indirectly, equal or more than 50% of company shares or voting rights.

1.3.4 The Supplier completely guarantees and is responsible for that the Affiliates of the Supplier accept the terms and conditions of these Supplier Logistics Terms as legally binding and obligatory. The Supplier bears the risk of non-acceptance.

1.4 Enclosures

The following enclosures are integral part of these Supplier Logistics Terms:

- Enclosure 1 - Bottleneck notification
- Enclosure 2 - Shipping Notification Process supported by AX4 Platform
- Enclosure 3 - Model of Flexibility calculation
- Enclosure 4 - EDI Terms
- Enclosure 5 - Standard hourly rates for internal resources (employees)

1.5 Relationship and compliance with other logistics agreements

1.5.1 Unless otherwise agreed, these Supplier Logistics Terms shall take precedence over other logistics agreements between the Parties that have been concluded prior to these Supplier Logistics Terms. Agreements on Advanced Stock Solutions are complementary to these Supplier Logistics Terms. In case of conflict between both agreements, the agreement of Advanced Stock Solutions shall take precedence over these Supplier Logistics Terms.

1.5.2 In case a new version of these Supplier Logistics Terms is published by LEONI, this new version shall apply if the Supplier does not object to the application within 4 weeks after having received a copy in text form. If the Supplier objects to the new version of the Supplier Logistics Terms, the Supplier undertakes to reasonably and without undue delay negotiate with LEONI on such new version with the aim of concluding an agreement on the new version at the latest within three (3) months of receipt.

1.5.3 The fulfilment of agreed terms and conditions has an impact on the supplier performance within the Supplier evaluation regularly carried out by LEONI.

1.6 Definitions

Advanced Stock Solutions: Is defined as logistic concepts that allow to bring the Products closer to the point of usage at LEONI compared to Supplier's premises. It includes, but is not limited to advanced distribution centers, bonded warehouses, consignment stocks.

Delivery Call-off: Is defined as the requirements sent on a regular basis from the respective LEONI plant to the Supplier (see Section 2.1 of these Supplier Logistics Terms); is also known as delivery schedule, rolling forecast or scheduling agreement.

Forecast Period: Is defined as the time period and CF (Cumulative Figure) of non-binding quantities given in the Delivery Call-offs from the respective LEONI plant after the Production Release Period and the Material Release Period.

Frozen Period: Is defined as the time period and CF of binding quantities given in the Delivery Call-offs from the respective LEONI plant in which LEONI is not allowed to change until receiving in the plant (see Section 2.1 of these Supplier Logistics Terms); is also known as week zero or fixed period.

Lead time: Is defined as the agreed advanced notice required to procure raw material and to produce a quality product. It represents the time between receipt of Order and availability of Products for transportation to be collected at / delivered from the Supplier's location. It applies only for (i) materials with first orders, (ii) manual and/or sporadic orders. Lead Times shall be applicable only if these are agreed in writing. The Lead Times shall be part of the Supplier's offer.

Manual Order: Is defined as an additional order with a different purchase order number that contains additional requirements, which does not affect the regular order and is not included in the rolling forecast; is also known as spot order or individual order.

Material Release Period: Is defined as the time period and CF of binding quantities for material release given in the orders from the respective LEONI plant in which LEONI may be obligated to pay for the quantities of raw material at the Supplier (see Section 2.4 of these Supplier Logistics Terms).

Minimum Order Quantity (MOQ): Is defined as the minimum quantity of Products to be ordered by LEONI at the Supplier for a specific part within a specific order horizon (see Section 2.1.7 of these Supplier Logistics Terms). The MOQ shall be part of the Supplier's offer.

Order: Is defined as the requirements generally sent from the respective LEONI plant to the Supplier regardless to the frequency and horizon. The order refers to a manual order or to Delivery Call-Off

Production Release Period: Is defined as the period of time and CF of binding quantities for production release given in the orders from the respective LEONI plant in which LEONI could be obligated to accept the released quantities of production from the Supplier (see Section 2.4 of these Supplier Logistics Terms).

Regions: Are defined as EMEA (including Russia and limited to north-African countries, including Egypt, Morocco and Tunisia), Asia (including China and Korea) and Americas (including Brazil, Mexico, Paraguay and USA).

Replenishment Lead Time: Is defined as the time period required at the Supplier to make Products available for transportation to be collected/delivered in/from Supplier location incl. Pick- & Pack-process, is also known as standard lead time for part (see Section 2.2.4 of these Supplier Logistics Terms). The Replenishment Lead Time is different from the Lead Time.

Safety Stock: Is defined as a stock of Products held within the supplier's organization for a defined set of part numbers to cover a defined number of weeks dedicated to LEONI as the customer (see Section 2.2 of these Supplier Logistics Terms).

Standard Routing Plan: Describes the regular planned inbound freight (see Section 5.2 of these Supplier Logistics Terms).

Standard Packing Quantity (SPQ): Is defined as the smallest packing quantity to be ordered per date in a LEONI order. The Standard Packing Quantity is verified for each date of the order. Accordingly, all ordered quantities per date are rounded up to the SPQ. Also known as standard pack size, smallest packing quantity or primary pack quantity (see Section 2.2 of these Supplier Logistics Terms). With regard to the SPQ, the packing size quantity as well as the pack size dimensions shall be part of the Supplier's offer.

2 Ordering process

2.1 Orders by Delivery Call-offs

2.1.1 An order from LEONI consists of a Delivery Call-off that is normally sent on a weekly basis from the respective LEONI plant to the Supplier using EDI or LEONI web-based platform called Ax4. The usage of EDI is preferred. For EDI orders, the EDI Terms (Enclosure 4) in its latest version shall apply. The EDI Terms and further information regarding EDI can be found under <https://www.leoni.com/suppliers>. The Supplier is obliged to notify the respective LEONI plant within 24 hours from the usual day of transmission receipt in case of (a) receiving an incorrect (see Section 3.3 of EDI Terms) or incomplete transmission or (b) receiving no transmission at all. The usual day of transmission receipt by the Supplier shall be Monday or Tuesday and shall be communicated by the respective LEONI plant to the Supplier with the first Delivery Call-off.

2.1.2 A Delivery Call-off from the respective LEONI plant shall confirm the quantity of Products to be delivered in the current calendar week only. Furthermore, there may be a non-binding forecast with an estimation of the requirements of the following calendar weeks (Forecast Period). In case a Frozen Period is agreed, the quantity within this period shall be binding for the delivery.

2.1.3 For its Delivery Call-offs, LEONI uses cumulative figures (CF) only as defined in the EDI Terms (Enclosure 4) and automotive standards (see Section 1.2 of these Supplier Logistics Terms). The Supplier has to calculate the quantity of Products in transit by using the last delivery note received by LEONI and transmitted to the Supplier.

2.1.4 The CF used in the Delivery Call-offs shall be reset to zero on a yearly basis, but only with prior notice in due time from the respective LEONI plant to the Supplier. The respective LEONI plant and the Supplier shall agree on the specific reset date in advance.

2.1.5 The dates used in the Delivery Call-offs are Product receipt dates at the agreed point of fulfilment of the agreed INCOTERMS (pickup location, consolidation centre or LEONI plant) and on the agreed date. If the used date is on a bank holiday, the used date must be adjusted to the previous working day. The quantity to be delivered is the respective quantity that is necessary to reach the CF shown for that week. No deviations to the ordered quantity and date are acceptable. Every deviation of effective deliveries from the quantity to be delivered shall be treated as delayed delivery or under-/over-deliveries and will be considered by LEONI in the On Time in Full (OTIF) evaluation.

2.1.6 All ordered quantities per date shall be rounded up to the respective agreed SPQ. The SPQ shall be verified for each date of the respective Delivery Call-off.

2.1.7 The respective agreed MOQ shall refer to an ordered quantity within the total order horizon of a Delivery Call-off and shall not refer to the ordered quantity for a single date within a Delivery Call-off. Unless otherwise agreed, the MOQ shall be equivalent to the SPQ and / or shall not exceed one week of consumption.

2.1.8 The Supplier shall provide a delivery plan for any Products in backlog not later than 48 hours after the receipt of the latest Call-off from the respective LEONI plant.

2.1.9 The Supplier shall submit order confirmations (which could also include an objection in part or in total) only if the Supplier cannot match quantities and dates given in a new Delivery Call-off. If the Supplier does not object within 48 hours after the receipt of a new Delivery Call-off, the respective order or delivery call-off shall be deemed to be confirmed by the Supplier and shall be binding.

2.1.10 Insofar as Delivery Call-offs are within the range of capacity agreed by the Supplier (e.g. in Nomination Agreements or Enquiries of LEONI) and flexibility agreed by the Supplier, these Delivery Call-offs shall become binding upon receipt of the respective Delivery Call-off by the Supplier, and the Supplier shall be obliged to deliver in accordance with the Delivery Call-offs. In such case an order rejection of the Supplier shall not be permissible. Any Delivery Call-off to which LEONI does not receive a permissible objection within 48 hours after the receipt of the order or delivery call-off by the Supplier, is deemed to be accepted.

2.1.11 Furthermore, order confirmations shall not have any effect on the Supplier's delivery obligations within (i) the dedicated production release period included in the Delivery Call-off (see Section 2.4 of these Supplier Logistics Terms) or (ii) agreed frozen periods. In such case, the Supplier also shall be obliged to deliver for the respective periods.

2.1.12 Any deviating order confirmation which is late according to Section 2.1.9 of these Supplier Logistics Terms or inadmissible (e.g. according to Sections 2.1.10 or 2.1.11 of these Supplier Logistics Terms) does not relieve the Supplier from its liability for non-performance (in particular, but not limited to, additional premium freight costs for raw material and finished goods as well as production stoppages costs). Deviating order confirmations of the Supplier for partial Delivery Call-offs shall not concern the whole Delivery Call-Off.

2.1.13 The Supplier is obliged to make a capacity check based on the non-binding forecast and to discuss any potential supply issues with the respective LEONI plant in due time.

2.2 Flexibility

2.2.1 In order to meet its customers' requirements, LEONI must be guaranteed the full flexibility as defined hereunder and within the Production Release Period (see Section 2.4 of these Supplier Logistics Terms). The Supplier must endeavour to supply the revised CF in full and on time.

2.2.2 In order to guarantee this flexibility, the Supplier shall hold a safety stock to cover two (2) weeks of the calculated average weekly demand dedicated to the respective LEONI plant. This calculated average weekly demand shall be generated by the Supplier as following: (i) With the weekly Delivery Call-off, the demand for the following eight (8) weeks has to be reviewed; (ii) The average weekly demand has to be calculated from the aforementioned eight weeks demand; (iii) The average weekly demand has to be multiplied by two (2); (iv) The twofold average weekly demand shall be rounded up to the SPQ; (v) The safety stock shall not exceed the amount of Products that is covered by the agreed production release, except this is due to the rounding up to the SPQ; (vi) The basis of the calculation shall be the CF in the Delivery Call-off of the week previous to the current week; (vii) The generation of the calculated average weekly demand shall be repeated weekly.

The Supplier shall continuously replenish the safety stock in respect to LEONI forecasted quantities. Detailed calculation method as per Enclosure 3 Model of Flexibility calculation.

2.2.3 Once the safety stock is consumed, the agreed production release quantity given in the Delivery Call-offs from the respective LEONI plant is exceeded and the Supplier is not able to deliver as requested, no further increases have to be accepted by the Supplier until the safety stock is replenished with regard to the agreed Replenishment Lead Times. However, the Parties may agree to replenish the safety stock ahead of schedule, taking into account additional charges.

2.2.4 Unless otherwise agreed, the Replenishment Lead Times are applicable for all Products. Unless otherwise agreed, the Replenishment lead times shall be (i) four (4) weeks for Products produced and delivered within one Region and (ii) eight (8) weeks for Products produced in one Region and delivered to another Region.

2.3 Bottlenecks

2.3.1 LEONI uses a system of bottleneck notifications to advise its suppliers of a potential line stop as a result of a shortage of the ordered Products, irrespective whether this shortage has been caused by the Supplier or by LEONI. Unless otherwise agreed or stated in these Supplier Logistics Terms, these bottleneck notifications (see Enclosure 1 of these Supplier Logistics Terms) shall be sent to the Supplier 72 hours prior to any potential line stop.

2.3.2 In case LEONI plant is delivered locally; (i) directly from Supplier, (ii) based on an Advanced Delivery Solution, the internal target stock at LEONI is less than 72 hours. Consequently, LEONI plant cannot send a bottleneck notification to the Supplier 72 hours prior to stoppage time. LEONI also may not issue a bottleneck notification 72 hours prior to stoppage time in case inaccurate information has been provided by the Supplier, e.g. Order Confirmation not respected or wrong transit information, which leads to not identify the risk of production stoppage. General information from Suppliers about capacity issues, strikes, force majeure also shall not be considered for bottleneck notifications.

2.3.3 The feedback of the Supplier regarding quantity and delivery date is mandatory within 24 hours. In every event, an action plan from the Supplier to resolve the issue is required. In the event that the shortage of bindingly ordered Products is caused by the Supplier, any costs incurred shall be borne by the Supplier. Sections 4.5 and 4.6 of the General Supply Agreement (GSA) shall apply if such GSA is concluded between the Parties. Sections 4.5 and 4.6 of the General Terms and Conditions of Purchase as of 11/2021 (GTCP) shall apply if no GSA is concluded between the Parties.

2.3.4 Only the production bottleneck notifications where the bottleneck situation is due to Supplier shall be considered in the regular Supplier delivery performance evaluation.

2.4 Liabilities for production release and raw material release

2.4.1 A Delivery Call-off may contain information about production release (Production Release Period) as well as raw material release (Material Release Period). The time periods and CF quantities for production release and/or raw material release may be given in the Delivery Call-offs from the respective LEONI plant (see Section 2.1 of these Supplier Logistics Terms).

2.4.2 Unless otherwise agreed or given in the Delivery Call-off, a production release allows the Supplier four (4) weeks of production and a raw material release of another four (4) weeks, in total eight (8) weeks of material procurement (4+4).

2.4.3 In the event of the complete cancellation of a LEONI order, LEONI shall pay for the production release and material release, but only if the Supplier is not allowed or able to use the Products and/or materials otherwise.

2.5 Sections 2.1, 2.2 and 2.4 of these Supplier Logistics Terms shall not apply to Individual Orders, but for Call-Offs.

3 Packaging

3.1 General packaging

Unless otherwise agreed, the Supplier shall arrange for packaging of the Products and bear the costs involved. Packaging shall (a) comply with automotive standards (see Section 1.2 of these Supplier Logistics Terms), (b) comply with any legal requirements of the transit countries as well as the final destination and (c) shall be sufficiently robust to protect the integrity of the Products until the arrival at their final destination and their intended use.

3.2 Packaging requirements

The Supplier shall fulfil the following packaging requirements of LEONI:

- a) All cardboard boxes shall be dispatched in completely filled condition and have guaranteed protection against humidity and corrosion, and wherever possible, shall be recyclable;
- b) All cardboard boxes with the same reference number shall be packed on the same pallet, and mixed pallets shall be acceptable only if the pallets contain several reference numbers/delivery notes;

- c) Incomplete layers shall be avoided, e.g. no pyramid stacking;
- d) The pallets shall be secured by way of plastic strapping (metal straps are not allowed) and/or shrink stretch wrap and strapping shall not cut into cardboard boxes or containers, and edge reinforcements may be used if necessary;
- e) The ability to double stack pallets shall be guaranteed without jeopardising the stability of the loading;
- f) LEONI insists on the use of one-way pallets, unless otherwise agreed, and multiuse (Euro) pallets shall be treated as one-way pallets without any compensation;
- g) If the Supplier uses unsuitable packaging, any costs incurred by the respective LEONI plant shall be charged to the Supplier. This especially shall include the cost of sorting, repacking and the cost of replacement of damaged Products;
- h) The Supplier shall select the suitable pallet and size of the packaging to ensure stackability;
- i) For cable and wire spools, other types of reinforcements, such as corner protection between the spools shall be used where necessary. The pallets shall be reasonably protected to avoid damage to the packaging, cables and wires during transport, handling and storage.

4 Labelling

4.1 General Labelling

The Supplier shall arrange for labelling of the packaging and bear the costs involved. The labelling shall be in English and in accordance with the VDA4994 standard.

4.2 Labelling requirements

The Supplier shall fulfil the following labelling requirements of LEONI:

- a) All individual packages shall be clearly labelled and the label shall not obscure any other markings (e.g. fragile, this way up, etc.);
- b) The label shall be securely applied and the barcode shall be able to be scanned;
- c) The labelling shall at least include the following information:
 - Supplier name
 - Supplier address (ship from)
 - Supplier number (+barcode)
 - Supplier part number
 - LEONI plant address (ship to)
 - Unloading code
 - LEONI part number
 - Delivery note number
 - Quantity (+barcode)
 - Package ID (+barcode)
 - Number of packages (in master label)
 - Gross weight
 - Net weight

5 Transportation

5.1 Delivery terms

Unless otherwise agreed, FCA Supplier's Plant shall apply as delivery terms each time including packaging and in accordance with Incoterms® 2020 as published by the International Chamber of Commerce (ICC).

5.2 Transportation concepts

Details of the transportation concept shall be agreed between the Supplier, the central transportation coordinator at LEONI and the respective LEONI plant. The agreed transportation plan shall be recorded as a standard routing plan in the LEONI web-based transport platform AX4.

5.3 Shipping and export documentation, Customs, Origin

5.3.1 The Supplier is obliged to provide the respective LEONI plant with the necessary shipping and export documentation. Such documentation shall comply with any legal requirements of the transit countries as well as of the final destination.

5.3.2 The Supplier shall support LEONI to reduce or minimize its liability to customs duties. The Supplier shall provide a declaration of origin suitable to that supply (e.g. supplier's declaration, etc.). This certificate is required with every such shipment. The Supplier shall provide proof of origin if required by the local import rules in the country of import (e.g. certificate of origin, exporter declaration, etc.). The Supplier shall inform LEONI immediately in writing of any change of origin of the Products.

5.3.3 The Supplier shall inform LEONI of the non-preferential and preferential origin of its Products on a yearly basis in form of a long-term suppliers declaration / suppliers affidavit. The Supplier shall submit the required information and documentation to LEONI's respective import/export department and to trade-compliance@leoni.com.

5.3.4 The Supplier shall ensure proper labelling of the Products and provide any further documents and information (e.g. CE-Certificate, manufacturer information, country of origin etc.) being required for imports or exports of the Products delivered. The Supplier shall provide such documents and information immediately and make them available to LEONI at Supplier's cost.

5.4 Shipping notification

5.4.1 The Supplier shall use the advanced shipping notification via EDI according to Enclosure 2 of these Supplier Logistics Terms. In case the Supplier is not able to send an EDI ASN by 11 am one day before goods collection at the agreed place of delivery in accordance with INCOTERMS 2020, the Supplier is obliged to send a shipping notification to the respective LEONI plant receiving the Products as soon as the Products leave the Supplier's plant.

5.4.2 The Supplier shall use the web-based LEONI transport platform AX4 to create the notification at least until 11 am in order to guarantee the collection of the Products by LEONI freight forwarder by the next day. The advised pick-up address can only be one firm address (e.g. one street name per pick-up address). The Supplier shall follow the process supported by the AX4 platform according to enclosure 2 of these Supplier Logistics Terms.

5.5 Supply chain security

5.5.1 The Supplier shall ensure supply chain security and observe legal policies and conditions. The Supplier shall, on LEONI's request, provide evidence by certificates or statements (e.g. Security Declaration for Authorized Economic Operators - AEO, compliance statements regarding C-TPAT initiative or similar program), support LEONI in official audits and ensure a comparable standard of care towards his business partners.

5.5.2 Supplier shall provide evidence of security related certificates, Security Declaration or information with respect to any withdrawal to LEONI's respective import/export department and to trade-compliance@leoni.com.

5.6 Special freights

The organization and costs for necessary special freights (express, air, courier, etc.) shall be borne by the Supplier and/or the respective LEONI plant according to the cost-by-cause principle. LEONI and the Supplier shall use the best shipping solution considering the overall duty to minimize the total costs of the respective incident requiring special freights. Sections 4.5 and 4.6 of the General Supply Agreement (GSA) shall apply if such GSA is concluded between the Parties. Sections 4.5 and 4.6 of the GTCP shall apply if no GSA is concluded between the Parties.

6 Emergency contacts

The Supplier and LEONI are obliged to share their out of hour's contacts and to keep them updated.

7 Advanced Stock Solutions

LEONI continuously strives to optimise its supply chain. Part thereof is the implementation of Advanced Stock Solutions such as advanced distribution centers, bonded warehouses and consignment stocks. The Supplier agrees to negotiate with LEONI in partnership about the implementation of such Advanced Stock Solutions.

8 Costs for usage of internal resources

8.1 For the bearing of costs according to Sections 2.3.3, 3.2 g) and 5.6 of these Supplier Logistics Terms, the Supplier shall also bear the reasonable and indicated costs incurred by the use of internal resources, in particular employees and equipment, by LEONI or the customers of LEONI. In such case, a reasonable market price shall be used to determine the costs. For the cost calculation of internal resources, LEONI may apply the standard hourly rates for internal resources (employees) as set out in Enclosure 5.

8.2 LEONI shall be entitled to assert claims for compensatory damages in a lump-sum amount of 50,- EUR per logistics complaint accepted by the Supplier for the processing of logistics complaints. The Supplier may provide evidence that no damages have been incurred or of a lower amount of damages. LEONI reserves the right to provide evidence of a greater amount of damages and to assert a respective claim.

9 Term and Termination

9.1 These Supplier Logistics Terms shall be valid for an unlimited period.

9.2. These Supplier Logistics Terms may be terminated exclusively in accordance with (i) Sections 21 and 22 of the GSA, if such GSA is concluded between the Parties or (ii) Sections 20 and 21 of the GTCP, if no GSA is concluded between the Parties.

9.3. In case of termination of these Supplier Logistics Terms, these supplier Logistics Terms shall also apply beyond the contract term to deliveries and services, for which a binding individual contract between the Supplier and LEONI has been concluded until the expiry of these Supplier Logistics Terms.

10 Jurisdiction and Venue, Arbitration Clause, Choice of Law

10.1 For jurisdiction and venue as well as for arbitration Section 24 of the GSA shall apply if such GSA is concluded between the Parties. Section 23 of the GTCP shall apply if no GSA is concluded between the Parties.

10.2 For choice of law Section 25 of the GSA shall apply if such GSA is concluded between the Parties. Section 24 of the GTCP shall apply if no GSA is concluded between the Parties.

11 Miscellaneous provisions

Section 26 of the GSA shall apply if such GSA is concluded between the Parties. Section 25 of the GTCP shall apply if no GSA is concluded between the Parties.

Enclosure 1 - Bottleneck notification



PRODUCTION BOTTLENECK NOTIFICATION

LOKID * WTNSO	Server number *	Date 16.06.2021	Bottleneck ID
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Select data system (FORS/SIGIP/Manually) FORS	Supplier FORS No. *	Supplier name
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Indication Production Bottleneck

LEONI part number *	Part Description	Supplier part number
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Concerned Project/BU

Contact

Clerk Supplier	Phone number supplier clerk
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Clerk LEONI Latifa Hosni	Phone number LEONI clerk +216 73 10 3813
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Approval

	E-mail *	Name	Date	Status	Remark
Procurement	latifa.hosni@leoni.com	Latifa Hosni			
Procurement Leader					<input type="checkbox"/>
Production Control and Logistics Manager					<input type="checkbox"/>

Backlog/bottleneck of delivery

Caused by *

Order from (date of schedule)	Cumulative Figure Scheduled	Last delivery received (date)	Cumulative Figure Received
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From we expect stop of our production *

Plant hourly rate	Estimate cost per hour in EUR
Setup times due to production changeover (efficiency loss)	Change of shifts (night shift, weekends, downtime/continued play)

Special transports (From Supplier/ to customer)

Daily Consumption	Backlog
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Enclosure 2 - Shipping Notification Process supported by AX4 Platform

Shipping Notifications have to be sent by 11 am one day before collection.

EDI ASN Suppliers have two options:

1 st option Send EDI ASN one day before collection	2 nd option Send EDI ASN after the truck has left the ramp
<p>I. Send EDI ASN by 11 am one day before collection</p> <p>II. No further action required LEONI system will create the pick-up advice automatically based on the right VDA 4913 structure received from the Supplier and this will be transferred to the LEONI service provider as standard pick up advice.</p>	<p>I. Enter supplier header data in AX4 as pick-up advice by 11 am one day before collection</p> <p>II. Send EDI ASN after the truck has left the ramp Pick up advice can be created by EDI ASN automatically (Shipment reference in AX4 = Shipment reference in EDI ASN (SLB))</p>

Non EDI Suppliers:

Action
<ul style="list-style-type: none">• LEONI will send weekly schedule• Supplier has to enter shipped quantity in AX4 (The delivery schedule will be used as a template for the Supplier's dispatch – AX4 will create an EDI ASN automatically)• Supplier has to define and release the pick-up advice of shipment in AX4 by 11 am one day before collection

Enclosure 3 - Model of Flexibility calculation

The determination of the Supplier's obligation to deliver is based on the accuracy of the LEONI forecast and considers the fulfilment of the agreed flexibility by the Supplier.

The cumulative ordered quantity including flexibility results from the CF ordered at the review week plus the calculated two (2) weeks safety stock. The model of flexibility calculation is based on a comparison between the actual requested CF and the minimum cumulative ordered quantity including flexibility within the replenishment lead time.

The Supplier shall be liable for a backlog situation if the requested CF is not delivered and the requested CF is less than the minimum cumulative ordered quantity including flexibility within the replenishment lead time. Anyway, the Supplier is obliged to deliver the minimum cumulative ordered quantity including flexibility within the replenishment lead time if the requested CF is higher than the minimum cumulative ordered quantity including flexibility within the replenishment lead time.

Example of flexibility calculation:

PN	X	SFO (quantity)	300
Classification	Regular	Replenishment Lead Time (Wks)	4
Sold To	XXX	Safety Stock (Wks)	2
Review Week	2021-11		

Next 8 wks safety stock calculation including backlog

Snapshot Weeks	Safety Stock	Backlog quantity	quantity	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Cumulative ordered qty including flexibility at the review week	Cumulative Received quantity	Delivered quantity after order submission	Cumulative Delivered quantity
5	21 000	-	Req. quantity	8 232	8 232	8 232	16 464	8 232	8 232	8 232	16 464	8 232	8 232	8 232	8 232	8 232	8 232	155 652	68 796	16 464	65 260
			Cum. quantity	77 632	85 792	93 952	109 952	118 184	126 416	134 648	151 112	167 576	175 808	184 040	192 272	200 504	208 736				
6	16 800	-	Req. quantity		8 232	8 232	8 232	16 464	8 232	8 232	8 232	16 464	8 232	8 232	8 232	8 232	8 232	151 452	85 240	-	85 240
			Cum. quantity	85 792	93 952	102 184	110 416	118 648	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736				
7	21 000	-	Req. quantity			8 232	8 232	16 464	8 232	8 232	16 464	8 232	8 232	8 232	8 232	8 232	8 232	155 652	85 240	8 232	93 492
			Cum. quantity	93 952	102 184	110 416	118 648	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736	200 968				
8	21 000	-	Req. quantity				8 232	16 464	8 232	8 232	16 464	8 232	8 232	8 232	8 232	8 232	8 232	155 652	93 492	5 292	98 784
			Cum. quantity	102 184	110 416	118 648	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736	200 968	209 200				
9	23 400	2 940	Req. quantity					16 464	16 464	-	16 464	8 232	16 464	8 232	8 232	8 232	8 232	166 284	98 784	6 174	104 958
			Cum. quantity	110 416	118 648	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736	200 968	209 200	217 432				
10	22 800	4 998	Req. quantity						8 232	11 448	8 232	8 232	8 232	16 464	8 232	8 232	8 232	157 452	104 958	8 820	113 778
			Cum. quantity	118 648	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736	200 968	209 200	217 432	225 664				
11	22 800	8 232	Req. quantity							8 232	16 464	8 232	8 232	16 464	8 232	8 232	8 232	153 042	113 778	8 820	122 598
			Cum. quantity	126 880	135 112	143 344	151 576	159 808	168 040	176 272	184 504	192 736	200 968	209 200	217 432	225 664	233 896				

Conclusion:		
Smallest Supplier Commitment in	CW 11	155 652
Supplier CF delivered until	CW 11	122 598
Supplier delivery obligation including flexibility		7 644

*Cumulative Delivered Quantity = Total quantity delivered by Supplier to the point of fulfilment as per agreed incoterm at the time of analysis.

Enclosure 4 - EDI Terms, last updated October 2022

1 Subject

1.1 Purpose

1.1.1 These EDI Terms shall apply to the introduction, implementation and processing of EDI (Electronic Data Interchange) and Web EDI (web-supported EDI) for Suppliers of LEONI, insofar as a supply relationship exists between the Supplier and LEONI within which the Supplier supplies certain Products to LEONI in accordance with Supply Contracts concluded therewith.

1.1.2 The introduction of EDI (Electronic Data Interchange) for communication with its Suppliers is part of the digitalization of the supply (value) chain at LEONI. In addition to classic EDI there is the possibility of data exchange via internet access to an internet based platform in the form of Web EDI (web-supported EDI).

1.2 Applicability

1.2.1 These EDI Terms are an integral part of the Supply Contract(s) for Production Material (hereinafter "Products") concluded between the Parties (e.g. General Supply Agreement, Nomination Agreement, long-term agreement or project-specific supply agreement) or will become part of a Supply Contract yet to be concluded between the Parties. These EDI Terms shall also apply provided that (a) no Supply Contract between the Parties will be/has been concluded or (b) a Supply Contract between the Parties will be/has been terminated. For the Purpose of these EDI Terms, the term Production Material refers to material and products (e.g. raw materials, goods, parts, commodities, etc.) which are incorporated into the LEONI products distributed to LEONI's customers.

1.2.2 To the extent that these EDI Terms are part of a Supply Contract, the applicability of these EDI Terms for the Supplier and its Affiliates (collectively or individually hereinafter "Supplier") and LEONI and its Affiliates (collectively or individually hereinafter "LEONI") corresponds to the applicability of the Supply Contract.

1.2.3 If the applicability of these EDI Terms is not determined by a Supply Contract, these EDI Terms shall apply for all deliveries and services regarding products from the Supplier and its Affiliates to LEONI and the Affiliates of LEONI. The Supplier can at any time request from LEONI a list of the Affiliates of LEONI, and LEONI can at any time request from the Supplier a list of the Affiliates of the Supplier. For the Purpose of these EDI Terms, (i) Affiliates of LEONI shall be legal entities, which are controlled directly or indirectly by LEONI AG but only to the extent that these Affiliates are organized in the Wiring Systems Division of LEONI AG and (ii) Affiliates of the Supplier shall be legal entities, which are controlled directly or indirectly by the Supplier. For the purpose of these definitions "Control" or "Controlling" shall mean to have, directly or indirectly, equal or more than 50% of company shares or voting rights.

1.2.4 The Supplier completely guarantees and is responsible for that the Affiliates of the Supplier accept the terms and conditions of these EDI Terms as legally binding and obligatory. The Supplier bears the risk of non-acceptance.

1.3 Definitions

1.3.1 Unless otherwise specified, EDI within the meaning of these EDI Terms is both so-called classic EDI by means of point-to-point connections and browser-based Web EDI via Internet access.

1.3.2 Data within the meaning of these EDI Terms are data and information of all kinds which are sent and received via EDI for the purpose of simplified communication within the supply relationship now or in the future. Such data are in particular, but not exclusively, master and transaction data on orders, scheduling agreement releases, delivery notes, transport notifications, credit notes, stock movements and invoices.

1.3.3 Messages within the meaning of these EDI Terms are messages which are composed of structured information according to syntactical rules and which correspond to a format commonly used in the automotive business. These are in particular, but not exclusively, messages in VDA, EDIFACT, Odette or ANSI ASC X12 format.

2 Technical connection of the Supplier

2.1 The time and type of the technical connection of the Supplier shall be agreed with LEONI.

2.2 The implementation of the technical connection of the Supplier to the data network of LEONI and the parameters required for this shall be agreed between the Parties. The Supplier shall retain full responsibility for the facilities to be created on his premises for the technical connection and participation. This applies to both the hardware and the software.

2.3 A test phase shall take place before the conversion of the conventional data exchange to EDI. The technical connection for the Supplier shall only be activated by LEONI when the Parties have mutually come to the conclusion that the EDI connection functions without errors and is suitable for use in business transactions. The decision on the activation shall be documented in text form by e-mail.

2.4 Each Party shall bear the costs incurred by it for setting up and operating the EDI connection.

2.5 The following Sections 3 to 9 of these EDI Terms stipulate the obligations from the day of activation of the technical connection of the Supplier to EDI.

3 Implementation of EDI; Behavior in the event of malfunctions

3.1 The Supplier shall do everything necessary to ensure that faults in the EDI system and the technical EDI connection for which it is responsible do not occur or that such faults are remedied without delay and using all available means.

3.2 Technical precautions must be taken by the supplier to prevent the EDI system and the data processed therein from being infected with computer viruses, worms and other harmful programs or files, and these precautions must be updated regularly and operated on an ongoing basis.

3.3 The Supplier is obliged to check received EDI messages for their syntactical and content-related correctness. LEONI must be informed immediately in writing by e-mail if the syntax or content of a message is incorrect. Further steps (e.g. resending the corrected message or cancelling it) shall then be agreed bilaterally.

The non-receipt of an EDI on the agreed EDI receipt date at the latest shall also be deemed as incorrect EDI. This must also be reported by the Supplier to LEONI without delay no later than the morning of the day following the actual day of transmission/reception. The initially agreed receipt date shall be set between the Parties as Monday of the calendar week, but can be changed by mutual agreement and confirmed separately.

3.4 Messages from the Supplier which cannot be processed by LEONI due to structural, syntactical or content-related errors shall be notified to the supplier in writing by e-mail. The Supplier is obliged to correct these messages immediately upon LEONI's request and to send them again via EDI.

3.5 In the event of technical disruptions to the connection, each Party is obliged to notify the other Party immediately of the cause, scope and expected duration of the disruption. The notification shall be made in text form by e-mail. If the disruption has been remedied, the other Party shall also be notified immediately in text form by e-mail.

3.6 For the duration of connection disruptions, binding data transmission shall take place by e-mail.

3.7 The names of the contact persons of both Parties for EDI shall be exchanged between the Parties in writing by e-mail. In the event of a change in the contact persons or their data, an unsolicited written notification of change by e-mail is required.

4 Special provisions for the use of "classic" EDI

4.1 The following provisions under this Section 4 of the EDI Terms shall apply exclusively in the case of the use of classic EDI.

4.2 LEONI and the Supplier can be both data sender and data recipient. Whether the Supplier is subject to the obligations of the data sender or the obligations of the data recipient depends on the content of the transmitted message.

4.3 The data recipient shall incorporate the received data into its own processing and shall document the reactions triggered by this process in its system.

4.4 The data recipient shall electronically acknowledge receipt of the message (e.g. EERP or MDN).

4.5 The data sender shall document the outgoing data in his system.

4.6 LEONI and the Supplier are obliged to be permanently ready to send and receive the data exchange. This shall also apply for the period outside the usual business hours.

4.7 The Supplier is obliged to inform LEONI in text form by e-mail at least four weeks before planned downtimes (e.g. maintenance work or system updates) of its EDI system or the technical connection about the reason, type and duration of the planned downtime.

4.8 The requirements of the LEONI EDI message specifications must always be fully complied with.

4.9 Messages must be processed by both Parties immediately after receipt.

5 Special Provisions for the use of Web-EDI

5.1 The following provisions under this Section 5 of these EDI Terms shall apply exclusively in the case of the use of Web-EDI.

5.2 The prerequisite for use is that the supplier applies to LEONI for access to the Web-EDI platform. The provision and operation of the access is not associated with any costs for the supplier. This expressly excludes costs incurred for the provision and fault-free operation of an internet access (see Section 2.4 of these EDI Terms).

5.3 The Supplier shall receive an instruction from LEONI on the functionality of the Web-EDI platform. This instruction is free of charge for the Supplier. The necessary working time of the Supplier's personnel shall be provided by the Supplier free of charge.

5.4 The technical provision of the Web-EDI Platform shall be carried out by a service provider assigned by LEONI.

5.5 No contractual relationship arises between the Supplier and the service provider. Problems and errors in the registration process and in the technical execution as well as other malfunctions shall be asserted by the Supplier vis-à-vis LEONI; The service provider shall neither be regarded as a representative nor as a vicarious agent of LEONI.

5.6 At no time shall the Supplier have the authority to submit faults, service requests or changes to the service provider on behalf of LEONI.

5.7 The Supplier shall provide and maintain an email address which shall be checked by the Supplier on a daily basis for incoming messages from the Web-EDI Platform.

6. Access and documentation of transmitted data

6.1 The Supplier is obliged to check the receipt of messages at least once a day. This applies in particular when using Web EDI.

6.2 Messages shall be deemed to have been received, irrespective of normal business hours, as soon as

- in the case of "classic" EDI, an automatic confirmation is sent by the data recipient to the data sender that the messages have been received; and

- in the case of the use of Web EDI, the Supplier receives an e-mail that he can retrieve the data.

6.3 The Parties shall set up their respective EDI systems in such a way that an automatic acknowledgement of receipt is sent without delay.

6.4 The Parties undertake to document the receipt and sending of messages in a human-readable protocol. This protocol is the basis for all enquiries to LEONI regarding message dispatch, receipt and problem investigation.

6.5 It should be possible to make EDI messages, in particular invoices and credit notes, human-readable (i.e. can be read by humans without aids, not machine-readable) at any time.

7. Security and applicability of EDI messages

7.1 In particular when exchanging invoice or credit note messages, these EDI Terms in its entirety serve to fulfil the country-specific VAT requirements, in particular the regulations of the VAT law of the invoice recipient (as a rule the German VAT law) as well as the currently valid EU VAT Directive.

7.2 EDI messages (electronic messages) are effective and equivalent to paper-based messages subject to national legal regulations. To the extent permitted by law, EDI messages and their embodiments shall also be considered as evidence in judicial and arbitration proceedings.

7.3 The Parties undertake to implement and maintain security procedures and measures to protect EDI messages against unauthorised access, modification, delay, destruction or loss.

7.4 Security procedures and measures include verifying origin, verifying integrity, ensuring non-repudiation of origin and receipt, and ensuring confidentiality of EDI messages. Security procedures and measures to verify origin and integrity, to identify the sender of an EDI message and to ensure that any EDI message received is complete and has not been garbled, are mandatory for all messages.

7.5 If the security procedures and measures result in the rejection of an EDI message, the data recipient shall immediately inform the data sender thereof.

7.6 When transmitting EDI messages, the applicable legal regulations shall be complied with.

8 Further obligations of the Parties

8.1 The Supplier is obliged to implement technical changes which become necessary due to further developments or adaptations in the field of EDI, insofar as these are reasonable. In particular, an adaptation to customary technical standards in the hardware and software sector shall be deemed reasonable. Section 2.4 of these EDI Terms shall apply accordingly with regard to the costs incurred.

8.2 The Supplier undertakes to keep all data received from LEONI via EDI secret, i.e. not to make it available to third parties, either directly or indirectly, verbally or in writing or in any other way, and to use it only within the scope of the necessary business processes. The EU Data Protection Regulation (DSGVO) and the relevant data protection laws must be observed.

8.3 Access data to the Web-EDI platform shall be kept secret and used only by designated persons. Disclosure is only permitted within the respective company of the Supplier to persons who need it to conduct business activities with LEONI. Should an employee leave the Supplier's company who has knowledge of the access data, the Supplier must change this immediately. Passing on to third parties is not permitted under any circumstances.

9 Further documents; Updates of EDI Terms and further documents

9.1 In addition, all relevant LEONI EDI documents that can be found under <https://www.leoni.com/edi> shall be applicable. These include in particular, but are not limited to:

- LEONI EDI Parameter Sheet;
- Technical Questionnaire for EDI;
- AS2 and/or OFTP2 certificates for productive system and test system environments;
- EDI Guidelines for delivery schedule, advanced shipping note and stock messages.

9.2 LEONI may make changes to the documents referred to in Section 9.1 of these EDI Terms as follows:

- Changes can be made at any time if they do not require any changes at the Supplier (e.g. layout adjustments, inclusion of optional data in message specifications, change of contact persons, etc.); and
- Changes to master data are made one month in advance; and
- Process and message changes that require a change on the part of the supplier, as well as the introduction of new processes or messages, shall be implemented only by LEONI after timely and reasonable information of the Supplier.

9.3 In case a new version of these EDI Terms or the documents referred to under Section 9.1 of these EDI Terms is published by LEONI, this new version shall apply if the Supplier does not object to the application within 4 weeks after having received a copy in text form. If the Supplier objects to the new version of these EDI Terms or the documents referred to under Section 9.1 of these EDI Terms, the Supplier undertakes to reasonably and without undue delay negotiate with LEONI on such new version with the aim of concluding an agreement on the new version at the latest within three (3) months of receipt.

10 Term and Termination

10.1 These EDI Terms shall be valid for an unlimited period and may be terminated exclusively in accordance with (i) Sections 21 and 22 of the Global Supply Agreement (GSA), if such GSA is concluded between the Parties or (ii) Sections 20 and 21 of the General Terms and Conditions of Purchase as of 11/2021 (GTCP), if no GSA is concluded between the Parties.

10.2 In case of termination of these EDI Terms, these EDI Terms shall also apply beyond the contract term to deliveries and services, for which a binding individual contract between the Supplier and LEONI has been concluded until the expiry of these EDI Terms.

11 Jurisdiction and Venue, Arbitration Clause, Choice of Law

11.1 For jurisdiction and venue as well as for arbitration Section 24 of the GSA shall apply if such GSA is concluded between the Parties. Section 23 of the GTCP shall apply if no GSA is concluded between the Parties.

11.2 For choice of law Section 25 of the GSA shall apply if such GSA is concluded between the Parties. Section 24 of the GTCP shall apply if no GSA is concluded between the Parties.

12 Miscellaneous provisions

Section 26 of the GSA shall apply if such GSA is concluded between the Parties. Section 25 of the GTCP shall apply if no GSA is concluded between the Parties.

Enclosure 5 - Standard hourly rates for internal resources (employees), last updated December 2021

The following standard hourly rates shall be applicable for cost calculation of internal resources (employees) of LEONI in case of (i) shortage of bindingly ordered Products caused by the Supplier (see Section 2.3.3 of the SLT), (ii) usage of unsuitable packaging by the Supplier (see Section 3.2 g) of the SLT) and (iii) necessary special freights caused by the Supplier (see Section 5.6 of the SLT):

Area	Locations	Q-Service/Operator hourly rate [EUR]	Engineer hourly rate [EUR]
Competence Center	Germany	35	75
	France		
Europe	Great Britain	27	63
Europe	Italy	14	36
	Portugal		
	Spain		
Eastern Europe 1.belt	Poland	14	30
	Slowakia		
Eastern Europe 2.belt	Romania	11	27
	Ukraine		
Eastern Europe 3. belt	Bulgaria	10	25
	Serbia		
Russia		16	41
	Russia		
North Africa I	Tunisia	8	16
	Egypt		
North Africa II	Morocco	11	22
Asia	China	11	25
	Korea		
	India		
North America	USA	35	75
Central/South America	Mexico	11	27
	Brazil		

In accordance with Section 8 of the SLT, LEONI shall be entitled to assert claims for compensatory damages in a lump-sum amount of 50,- EUR per logistics complaint accepted by the Supplier.