

Annex to the Supplier Manual Quality and Environment

TARIFF RATES FOR COMPENSATION OF DAMAGES

1. Unless the contracting parties came to another written agreement, in case of Seller's faulty deliveries and performance the Seller is obliged to pay the following lump sums for damage for the following loss items. Under the occurrence of loss is to be understood the first occurrence of any fault or repeated occurrence of the fault after a supposed removal of the found out fault reason (OCCURRENCE OF LOSS).

2. All additional costs (in particular extra transport, provable downtimes in the production, extraordinary working shifts at weekends and holidays, under-utilization of the production line), that arose to the Buyer due to a faulty, late or incomplete delivery from the Seller are understood as approved by the Seller, unless the Seller appealed against these additional costs within 2 working days after he received the written message. After this time expired (2 working days) the Buyer can set off the amount stated in the written message.

a.	For each delivery of faulty or non-conforming products (including finished resp. semi-finished products) the parties shall determine the fault reasons after the complaint notification was sent by the Buyer, they shall review resp. develop corrective measures as well as they shall develop the Complaint report summarizing the revision results and the procedure to remove the faults and to avoid the fault in the future, mentioning the measures to be done by both parties. For the detection of fault reasons and determination of the remedy proposed by the Seller, including development and drawing up of the Complaint report the Seller shall pay for each OCCURRENCE OF LOSS the lump sum amounting:	200 EUR
	In case of repeated complaint without removing the cause the following sum will be invoiced :	300 EUR
b.	Costs for technical analysis performed within the detection of fault reasons or of the extent of damage by the Buyer, that have to be carried out in laboratories or on measurement equipment resp. by assessments, shall be paid by the Seller in full amount except of the lump sum stated under "a". This will be performed based on the information given to the Seller.	
c.	For sorting out and labelling of faulty resp. non-conforming products by the Buyer, the Seller shall pay the lump compensation for damage for each started working hour and for worker amounting:	20 EUR

	<p>The group of these workers will be led by a team leader, who will manage entire process of sorting including reporting. The Seller is obliged to pay the costs incurred for this worker with hourly rate amounting:</p> <p>If the Buyer orders to do the sorting out and labelling by third party, the entire costs of the third party are to be paid, based only on agreement of the Seller.</p>	35 EUR
d.	<p>If the Buyer is entitled to remove the fault by himself, pursuant to the law or contract or after agreement with the Seller, the Seller shall pay for costs arisen for this work. These shall be paid by lump rate per hour for work performed to remove the faults (among others but not only repair of the parts) for one worker amounting:</p> <p>The group of these workers will be led by a team leader, who will manage entire process of sorting including reporting. The Seller is obliged to pay the costs incurred for this worker with hourly rate amounting:</p> <p>If the Buyer orders to remove the faults by third party, the entire costs of the third party are to be paid, based only on agreement of the Seller.</p>	20 EUR 35 EUR
e.	<p>The costs arisen to the Buyer for his own disassembly of faulty resp. non-conforming parts and assembly of faultless resp. conforming parts shall be paid by the Seller with lump sum for a worker for each hour worked on the part of the Buyer amounting:</p> <p>The group of these workers will be led by a team leader, who will manage entire process of sorting including reporting. The Seller is obliged to pay the costs incurred for this worker with hourly rate amounting:</p> <p>If the Buyer orders to do the disassembly and assembly by third party, the entire costs of the third party are to be paid, based only on agreement of the Seller.</p>	20 EUR 35 EUR
f.	<p>If the parties agreed to scrap the faulty resp. non-conforming parts, the Seller shall pay for damage arisen to the Buyer within the organization and logistics of scrapping by lump rate per hour amounting:</p> <p>for each hour worked.</p> <p>The costs for scrapping are not included in this amount and shall be claimed separately.</p>	35 EUR

g.	<p>If the scrapping is not released from the Seller's side, the faulty resp. non-conforming parts shall be returned on the Seller's risk and expenses. Until the non-conforming parts are carried away, the Seller shall pay to the Buyer for warehousing of non-conforming parts costs with lump sum amounting:</p> <p>for each week commenced for warehousing and per pallet stored, and further by paying lump sum amounting:</p> <p>for handling and loading on the mean of transport – for pallet</p>	<p>10 EUR</p> <p>10 EUR</p>
h.	<p>For the downtime of the line operators and for the under-utilization during the extraordinary shifts of the Buyer caused by the delivery of faulty parts or caused by not-delivery of the ordered parts volume according to the time schedule requested in the order, the Seller shall pay costs by paying the lump sum to the Buyer amounting:</p> <p>for each hour worked on the Buyer's side</p> <p>Costs in connection with impact to final customer are not included in this lump sum. If any costs arise they will be re-invoiced to the Seller to the full extent.</p>	<p>1000 EUR</p>
i.	<p>For reject parts the Buyer does not owe any settlement of the agreed payment. If the Buyer, in spite of this, made the payment, the Seller is obliged to pay the price for faulty resp. non-conforming parts back to the Buyer.</p>	
j.	<p>If the Initial Sample Test Report is evaluated with status „rejected“, the Buyer is entitled to lay claim to payment of lump sum from the Seller amounting:</p> <p>At the same time the Seller will be loaded with costs from the side of final customer related to this evaluation. This amount concerns each particular part number.</p>	<p>250 EUR</p>
k.	<p>If the Initial Sample Test Report is evaluated with the same status repeatedly, the Seller shall defray the Buyer's expenses via payment of lump sum amounting: (since the 3rd sampling for mark „1“ and the 2nd sampling for mark „3“ for a particular product and a mould or a print without sanction)</p>	<p>250 EUR</p>
l.	<p>The Seller pays the costs of test repetition for reasons of non-quality of purchased part in full extent even in the case of performing the test by external laboratory or a customer.</p>	
m.	<p>In case of proving guilt of the Seller, costs of claim in expense of the Buyer's customer (including final customer) and costs of guarantee complaints will be invoiced to the Seller in full extent. The Buyer will immediately inform the Seller about the measures planned eventually made by his customer. It covers even the costs of extraordinary transport caused by non-fulfilment of quality and logistics requests of Gumotex, a.s. on the part of the Seller.</p>	

n.	In case of repeated audit of the Seller made by the Buyer with results not better than classification „C“ or if the classification is „B“ repeatedly, the Seller shall pay to the Buyer all costs related to the audit (travelling money, accommodation, subsistence allowance...) for each auditor and day of audit.	
o.	In case of default of delivery schedule time the Buyer can make complaint to the Seller. If this situation (the default) causes further expenses the Seller is obliged to pay them.	
p.	In case of incorrect identification of delivery (incorrect data in delivery note, quantity of pieces/packing units, part number of customer/supplier, name/label of the part) the Buyer reserves the right to invoice lump sum for each such delivery amounting:	150 EUR
q.	Non-delivery of requested documents after the first reminder: in case of default of stipulated scheduled time the Seller is obliged to pay the sum amounting: Remedial measures from audits, evaluation of suppliers and complaints Self- audit reports Appointment of authorized representative for PSB eventually assistant if requested Sample and requalification reports If non-delivery of documents causes further expenses on the party of customer, the costs will be re-invoiced to the Seller in full extent.	100 EUR
r.	If the Seller does not submit process self-audit, audit D/TLD, internal two-day production (and does not supply the documentation to the Buyer) the Seller is obliged to pay all additional costs arisen from this activity (re-invoicing from final customer...)	
s.	If the Seller does not report changes, which are the reason for resampling according to VDA 2 or PPAP, the Seller is obliged to pay lump sum amounting 4000 EUR and all additional costs related to this.	
t.	In case of disclosing of trade secret on the part of the Seller, the Seller is obliged to pay all additional costs arisen from this activity. At the same time minimum lump sum will be paid to the company Gumotex, a.s. amounting:	5000 EUR

- It is left to the Seller to prove that the damage did not arise. In case of doubts about the extent of claimed lump sum negotiations can be called out.
- The lump sum rates for damage compensation are to be understood as amounts without VAT and shall be set off with the next INVOICE of the Seller.
- The Buyer's right to claim further damages remains herewith not affected. In such case the lump sums for the damage compensation shall be added to the assessed loss according to the Commercial Code