

## ZF LIFETEC GTCP Acceptance Letter

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This Acceptance Letter ("**Agreement**") refers to the following Terms and Conditions, accessible at [zf-lifetec.com/purchasing](http://zf-lifetec.com/purchasing) > Conditions of Purchase: Production Material

- for supplies to ZF plants in Germany
  - ZF General Terms and Condition of Purchase (October 2002);
  - ZF Conditions for transactions of ZF Plants in Germany (May 2019) accompanying the General Terms and Conditions of Purchase (Version 2002)
- for supplies to ZF plants outside Germany  
ZF TERMS AND CONDITIONS OF PURCHASE (May 2019)

These Terms and Conditions shall hereinafter individually and collectively be referred to as „**GTCP**". They shall be applicable to ZF Airbag GmbH and to any directly or indirectly affiliated company of ZF Airbag GmbH according to §§ 15 German Stock Law where ZF Airbag GmbH holds at least a share of 50% (individually and collectively referred to as "**ZF LIFETEC**")

### **1. GTCP Acceptance (mandatory)**

- We confirm **receipt** of the GTCP and **accept** their application for all kind of business with ZF LIFETEC, i.e., for future Supply Contracts ("**New Business**") as well as to all existing Supply Contracts ("**Existing Business**") with ZF LIFETEC. Any terms and conditions submitted or referenced by us, e.g. our Terms and Conditions of Sale ("**Supplier T&Cs**"), will not be included into the contracts between ZF LIFETEC and us, even if documents (such as, but not limited to, our offers or quotations or specifications) containing or referencing Supplier T&Cs are referred to in any correspondence.

### **2. Applicability of this Agreement to all Affiliates of Supplier (optional, please tick if accepted)**

- This Agreement shall apply to all companies directly or indirectly affiliated with us according to § 15 German Stock Corporation Act (AktG), e.g. also to our holding and our sister companies ("**Affiliates**"), if any. We herewith confirm to be entitled to execute this Agreement also in our Affiliates' names. We will provide a list of all Affiliates to ZF LIFETEC with this Acceptance Letter.

This Agreement shall replace all previous agreements on or relating to the GTCP or other general terms and conditions of purchase. We are entitled to terminate this Agreement with a three-month period, which requires written form and an explicit reference to this Agreement. Such a termination shall have an effect only on New Business. Existing Business (at the time the termination becomes effective) will continue to be subject to the GTCP for the period of the respective Supply Contracts.



**LIFETEC**

PIONEERING AUTOMOTIVE SAFETY

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Place, date

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Signatory **entity name** and **legal form**

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Signatory entity registered office full **address**

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Signatory **person name(s) & function(s)**

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Supplier **Signature(s)**

Company **Seal, Stamp or Chop**