

RE: Quotation [date / No. / etc.]

We are pleased to submit the following Purchase Order/Agreement for your approval:

1 PARTIES

[Name of PKC's company in question]

[Street address]

[ZIP-code and Country] (hereinafter "PKC")

[Supplier's name]

[Street address]

[ZIP-code and Country] (hereinafter "Supplier" or "Seller")

2 PRODUCTS AND PRICES

Products and prices have been defined in the attached part description and prices document. PKC may from time-to-time purchase products from Supplier in accordance with the attached part description and prices document.

The terms and conditions agreed herein shall apply to any and all subsequent purchases and shall also cover new parts to be purchased from the Supplier.

Unless otherwise specified in the prices are in Euros (EUR) and they are valid indefinitely. Prices are exclusive of VAT, excise duties, sales, business, or other similar taxes, which shall be added to the prices according to then current and enforceable legislation. Part prices may be changed upon mutual agreement.

Notwithstanding the validity period for prices, if there is a downward trend in the market prices or if PKC exceeds the estimated purchase volumes, then PKC reserves the right to renegotiate the prices accordingly.

3 THE RIGHT OF PKC'S AFFILIATES TO PURCHASE UNDER AGREEMENT MADE WITH SUPPLIER

With this Agreement the Supplier consents to that the agreement made with PKC shall also apply to the affiliated companies of PKC i.e. that the affiliates shall have an independent right to make purchases under the agreement with the terms agreed thereto.

"Affiliated Company" shall mean an entity, which now or hereafter is

- i) directly or indirectly owned or controlled by PKC;
- ii) directly or indirectly controlling PKC; or
- iii) under the same direct or indirect ownership or control as PKC.

For these purposes, entity shall be treated as being controlled by another if, and for as long as, that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

4 CONTACT INFORMATION

For PKC:
[Name]
[Title]
Phone:
Fax:
E-mail:

For Supplier:
[Name]
[Title]
Phone:
Fax:
E-mail:

5 OTHER TERMS AND CONDITIONS

This Agreement is subject to European MotherSON TCs of Purchase_V1. Any deviations, amendments, or additions, which are inconsistent with these terms, or Supplier's own general terms shall not be valid unless expressly agreed in writing and signed by both parties.

In case of discrepancies between this Agreement and its attachments, the text of this Agreement shall always prevail. The product specific terms defined in the part description and prices document shall prevail over European MotherSON TCs of Purchase_V1 (available at <https://www.pkcgroup.com/about-pkc-group/corporate-responsibility/supply-chain-management>).

6 VALIDITY

This Purchase Order/Agreement shall become effective and binding on Supplier upon Supplier's signature below, or upon any other express or implied acceptance of this Purchase Order/Agreement by Supplier e.g. commencement of deliveries of products. This Purchase Order/Agreement shall thereafter remain valid indefinitely. Either party may terminate this agreement with 6 months written notice.

Company [Name of PKC's company in question] [Supplier's name]

Date &
Place

Signature _____
Name
and title

ATTACHMENTS

Part description and prices

PKC's General Terms of Purchase