

General Terms and Conditions of Purchase for consultancy services



I. Scope of the contractual terms / integral parts of the contract

These terms shall supplement the General Terms and Conditions of Purchase of SMP Deutschland GmbH, SMP Automotive Exterior GmbH and SMP Automotive Solutions Slovakia s.r.o.

They shall apply in connection with the individual assignment or contract on which a particular order is based.

II. Provision for service provision

1. The contracting party shall provide the consultancy services commissioned by SMP independently and under their own responsibility. If any cooperative performances by SMP are necessary for the service provision by the contracting party, this shall categorically be limited to the cooperative performances stipulated in the consultancy service contract or an order on which such a contract is based.
2. The contracting party shall be obliged to fulfil all required and appropriate services, tasks and obligations necessary for the achievement of the consultancy objectives defined in the contract.
3. If it becomes apparent that the agreed cost limit cannot be observed in the continued pursuit of such objectives, the contracting party must immediately inform SMP in writing about the reasons for such deviation and its effects, and present SMP with all alternative courses of action; in particular, any savings measures. The contracting party must not continue its processing of the assignment until a decision is reached by SMP as to whether the assignment of the consultancy services shall remain effective on the basis of these new insights.
4. Furthermore, the contracting party shall be obliged to inform SMP immediately in writing about all material issues in the performance of its tasks. This obligation shall cease on termination of the contract. If any sets of rules are revised or any uncertainties on recognised rules of sound engineering practice exist that may impact the due consulting success, the contracting party shall be obliged to notify SMP immediately in writing.
5. SMP reserves the right to appoint additional consultants. The contracting party must inform SMP of the necessity of employing additional consultants in due time and in writing; and on request of SMP, he shall advise SMP on the selection. Insofar as SMP has assigned the coordination of third party consultancy services to the contracting party, the contracting party shall coordinate such third party services in such a manner that they can be incorporated in the consultancy services due to him. Before the final elaboration of the service provision by the contracting party, the contracting party must agree his service provision with SMP and other functions involved, and he must undertake an assessment of the plausibility of the contributions of the other functions involved in the consultancy (documentation and concepts) and take account of their interests and conditions, before using them as a basis for his own service provision and integrating them into his services.
6. The contracting party itself must perform the consultancy services assigned to him. SMP and the contracting party shall agree on the place of performance of each service provision by the contracting party before the performance of the assigned services. Unless otherwise agreed, the service provision shall take place on the property of SMP. The service provision by the contracting party shall categorically be performed by employees of the contracting party. Any assignment of services to a third party (e.g. subcontractors or freelancers) is only permissible with the prior written agreement of SMP.
7. In the provision of its services, the contracting party shall exclusively observe instructions and orders issued by SMP. Other parties involved in the project or persons acting as an agent for SMP are only authorised to issue instructions to the contracting party with the prior express agreement of SMP.
8. The contracting party is not authorised to represent SMP in legal transactions. However, it is authorised to issue instructions that are necessary for the performance of the assigned consultancy services in accordance with the contract, the achievement of the project objectives and the assurance of a flawless project workflow. This shall also apply for any announcements on behalf of SMP that are objectively necessary for the execution of the assignment to coordinate and support the consultancy services in order to achieve the project objectives. The contracting party may only incur financial obligations beyond the commission by SMP with the prior express written agreement of SMP.
9. SMP shall be entitled to unilaterally amend or extend the scope of services, insofar as such an amendment or extension is reasonable, in particular with respect to the contracting party's ability to implement such an amendment or extension request.

III. Prices

1. The prices agreed in the order are fixed prices and include all travel and incidental costs. No additional payment shall be made for waiting and journey times, unless otherwise agreed in the contract.
2. Any additional services required during the term of the contract that incur additional costs must be agreed in writing between the contracting parties before their performance. If the contracting party violates this obligation, he shall be liable for compensation for the resulting damage incurred by SMP.
3. The actual services performed shall be invoiced monthly after the time units have been rendered. The contracting party must itemise the services rendered, including the hours worked, and provide this itemisation to SMP immediately after the performance and in an understandable manner.
4. If it becomes apparent that the consultancy objective may not be achieved by the contracting party, or it may not be achieved in due time, SMP shall be entitled to terminate the contract prematurely. In the event of a premature termination of the contract on grounds answerable by the contracting party, the actual services rendered shall be settled in accordance with the project progress, insofar as such progress can be utilised by SMP.

IV. Deadlines

1. Unless otherwise agreed between the parties, the contracting party must perform the consultancy services due in line with an agreed schedule. The contracting party must prepare a schedule and furnish the same to SMP no later than one week after receipt of the order. This schedule must clearly indicate all controllable consultancy steps and the conclusion of the individual services and deliveries provided by the contracting party up to the achievement of the project objective. This schedule will become an integral part of the order by SMP and must be agreed jointly between the contracting party and SMP.
2. The contracting party is obliged to document the provision, and the date of such provision, of any documentation and other contributions prepared by him to other parties involved in the project; in particular, he shall maintain a document with dates of receipt and issuance that clearly shows the current state of progress. SMP shall be entitled to view or request such documentation at any time.

3. The contracting party is obliged to provide all documentation subject to mandatory audit and relevant information to the responsible parties involved in the project, in particular the authorities in due time to allow the audit of such documentation without delay and in due time.
4. Insofar as the coordination of other parties involved in the project is incumbent upon the contracting party, such coordinating activities must be performed in due time to ensure the achievement of the agreed deadlines. Clause IV.2 shall apply mutatis mutandis.

V. Delivery of documentation / rights of retention

1. The original documentation prepared by the contracting party for the fulfilment of the order (presentations, protocols, etc.) shall be delivered to SMP clearly and completely, and on request by SMP in the form of electronic media or on data carriers. The contracting party shall return any documentation provided by SMP once he no longer requires them for the performance of his tasks; however, unprompted and no later than the termination of the contract, whether due to completion of the assigned services or due to the termination of the contract on any other grounds. The contracting party shall be entitled to destroy any documentation prepared by him in connection with the performance of the order after the expiry of the statute of limitation for claims for defects. However, the contracting party shall offer SMP the transfer of such documentation before realising such a destruction. The documentation may only be destroyed if SMP is in delay of acceptance.
2. Any rights of retention of the contracting party to documentation prepared by him or services rendered by him that are required for the performance of the consultancy services are excluded. In this respect, the contracting party is under obligation of advance performance until the completion of the services due. This shall not apply in the event of termination by SMP or in the event of termination by the contracting party on grounds answerable by SMP. In this event, the contracting party shall be entitled to a right of retention to the documentation prepared by the contracting party until valid and due fees are settled by SMP.

VI. Intellectual property rights, know-how

1. SMP shall be entitled to the exclusive, unlimited, irrevocable and transferable usage right to the deliverables free of charge. All documentation, presentations, reports and logs that the contracting party prepares in connection with the service provision for the project shall be subject to SMP's unlimited ownership and right of disposition without any requirement of additional payment by SMP.
2. The contracting party assigns the authority to use and dispose of all services protected by copyrights in connection with the performance of the contract to SMP. Furthermore, the contracting party affirms that he is not aware of any circumstances, in particular third party intellectual property rights, that would impede or render impossible the creation of the items or processes required for the fulfilment of the contract, and that no claims have been asserted against him or can be asserted against him on grounds of infringement of any industrial property rights.
3. The contracting party shall hold SMP harmless from any third party claims arising from any infringement of property rights as a result of a violation of the obligations under clauses VI.1 and VI.2 by the contracting party.

SMP Deutschland GmbH
SMP Automotive Exterior GmbH
SMP Automotive Solutions Slovakia s.r.o.

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