

Sideletter to
Webasto Group's General Terms and Conditions of Purchase, dated 07/2020
(„Sideletter“)

between

1. **Webasto Japan Co. Ltd.**,
.....
.....
Japan,

– „Webasto” –,

and

2. **[Supplier]**,
.....
.....
Japan,

– „Supplier” –,

– Webasto and Supplier individually a „Party“ and collectively the „Parties“ –.

The Parties have entered into the "Webasto Master Supplier Agreement" dated **XX.XX.20XX** between the Parties (including the Webasto Group's General Terms and Conditions of Purchase, dated 07/2020 (“**Webasto AGB**”) and any other agreements, terms and conditions and guidelines which form part of it, collectively "**Original Agreement**"). This Sideletter was agreed in order to amend or confirm some of the provisions of the Original Agreement. The Parties agree that this Sideletter shall only be applicable as long as the Japanese *Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors* ("Subcontract Act") applies to the delivery contracts between the Parties. The definitions of terms in this Sideletter shall have the same meaning as in the Original Agreement, unless otherwise specified.

1. **Competitiveness:**

The provisions of section 7 of the Webasto Master Supplier Agreement and section 8.2 of the Webasto AGB shall not apply retroactively to delivery contracts which have already been concluded at that time between the Parties. Webasto shall not be entitled to terminate a delivery contract in whole or in part in accordance with the provisions of section 7 of the Webasto Master Supplier Agreement and section 8.2 of the Webasto AGB.

2. **Section 9.2 of the Webasto AGB shall be amended as follows:**

Unless agreed otherwise on shorter terms in the orders, the Supplier's invoice - independent of the contractually agreed transfer of the risk of loss of the delivery items to Webasto - shall become due for payment sixty (60) days after actual receipt of the delivery item or the delivery items. The invoice shall correspond to current legal specifications, including especially the VAT identification number or tax number, delivery or service date, number and kind of invoiced delivery items. In addition, the Supplier number, delivery note number, order number and date (or delivery contract and/or release number) shall appear in the invoice. Webasto may reject any invoice which does not show the complete order number. Receipt of the correspondingly corrected invoice shall be relevant for the beginning of any agreed payment period.

3. **Section 9.3 of the Webasto AGB shall be amended as follows:**

In the event of acceptance of an early delivery, the due date of payment shall be determined by reference to the actual delivery date, unless Webasto has accepted early delivery expressly on the basis of provisional acceptance. Payment shall be made via bank transfer, via check or – where agreed – via credit note procedure, as well as subject to invoice verification.

4. **Compensation for Intellectual Property Rights:**

With respect to section 14.5 of the Webasto AGB and the other provisions of the Original Agreement regarding intellectual property rights, the Parties confirm that, unless otherwise expressly stipulated in the individual delivery contract(s), the consideration for the proprietary rights transferred or licensed by the Supplier to Webasto under the Original Agreement and the delivery contract(s) shall be included in the price of the delivery item(s) in the delivery contract(s).

5. Section 21 of the Webasto AGB shall be amended as follows:

Webasto shall be entitled to offset any present claim, which Webasto may have against the Supplier (“**Claim**”) with any debt Webasto owes to the Supplier provided, however, that (i) such Claim is due and (ii) such Claim does not encompass payment for raw materials which are used for the delivery items owed by the Supplier and payment for such delivery items has not yet become due. For clarity, regarding the latter (ii), Webasto shall be prohibited to set off a Claim for the purchase of raw materials by Supplier, supplied for the delivery contract earlier than the due date of the subcontract proceeds for which the raw materials are used. Upon request, the Supplier will be furnished with information regarding existing interest in companies.

6. Section 22 of the Webasto AGB shall be amended as follows:

The Parties shall exclude the application of sections 22.1 and 22.3 f) of the Webasto AGB.

7. Maintaining the Original Agreement:

The Parties confirm that, except otherwise provided in this Sideletter, the other provisions of the Original Agreement shall apply to the delivery contract(s) without modification.

Hiroshima, **Date**

Location, Date

Webasto Japan Co. Ltd.

Supplier

.....

.....

Name, Function

Name, Function

.....

.....

Name, Function

Name, Function