



DALPHI METAL PORTUGAL S.A.  
Zona Ind. Campos, Lote 1/2  
4920-011  
Vila Nova de Cerveira  
Telf.: +351 251 700 300  
Fax : +351 251 700 303  
CIF (VAT): PT502764252

Vimercati S.p.A.  
Via Vincenzo Monti 38  
I-20016 PERO MI  
Att:  
Fax: 023538485

Please deliver to:  
DALPHI METAL PORTUGAL  
Zona Industrial-2 Alto das Cerejas  
4920-011 VILA NOVA DE CERVEIRA

## Scheduling agreement release

Scheduling agreement/Date/ReleaseNo./Print date  
5500190044 / 26.01.2019/0001 / 04.03.2026  
Department purchasing/Direct dial/  
YRA Sergio Abalde  
Your ref.: 230278  
Our tax ID number  
PT502764252

vendor material number

This purchase order is a requirements contract, and is expressly limited to the provisions stated herein. Buyer rejects any additional or different terms proposed by Supplier, which are not binding on Buyer unless Buyer expressly agrees to them in writing. This contract is binding on the Supplier for the length of the defined validity period in this Order or if no period is defined, for the length of the applicable OEM vehicle program production life (including model refreshes as determined by the OEM), plus the service period (End of Program - EOP).

This order incorporates, is subject to and governed by the following documents:

- For supplies to ZF locations in Germany:
  - a) General Terms and Conditions of Purchase (effective from October 2002); and
  - b) Conditions for transactions of ZF Plants in Germany (2019) accompanying the General Terms and Conditions of Purchase (Version 2002)
- For supplies to ZF locations outside Germany:  
TERMS AND CONDITIONS OF PURCHASE in the version (May 2019)
  - ZF Tooling Terms & Conditions of Purchase (if applicable)
  - QD83 Global Supplier Quality Directive
  - GLD Global Logistics Directive
  - ZF Business Partner Principles

These above-mentioned Terms and Conditions and documents, which are incorporated into this Order by reference, are located at the following links...

[www.zf.com](http://www.zf.com) -> Business Portal: ZF Supplier Board -> Purchasing -> Conditions of Purchase -> General Conditions of Purchase.

[www.zf.com](http://www.zf.com) -> Business Portal: ZF Supplier Board -> Purchasing -> Specific Conditions of Purchase -> ZF Tooling Terms & Conditions of Purchase

[www.zf.com](http://www.zf.com) -> Business Portal: ZF Supplier Board -> Quality -> QD83 - Global Supplier Quality Directive - Edition 2018



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Vimercati S.p.A.	Scheduling agreement/Date	Page
Via Vincenzo Monti 38	5500190044 / 0001 / 04.03.2026	2 / 4
I-20016 PERO MI		
Att:		
Fax: 023538485		

www.zf.com -> Business Portal: ZF Supplier Board -> Logistics -> Global Logistics  
Directive -> Global Logistics Directive Version 2018/4 english

www.zf.com -> Business Portal: ZF Supplier Board -> Compliance -> Business Partner  
Principles

If Supplier is unable to access the link above, please request the document from your ZF Buyer. Supplier acknowledges receipt, review and acceptance of the Terms and Conditions.

If the Parties concluded an individually agreed supply contract (including but not limited to framework contracts, long term contracts, sourcing awards, general purchase agreements, etc.), those contracts shall take precedence over the General Terms and Conditions of Purchase and the aforementioned documents above for their respective scope.

Buyer will pay the prices stipulated on the order for goods delivered and accepted, with the formal invoice, less deductions, if any, with the payment terms commencing: (i) upon receipt of the goods delivered to Buyer's premises, and then payment will be made within the payment period defined in the applicable country-specific provisions within the General Terms and Conditions of Purchase; or (ii) pursuant to other mutually agreed-upon written arrangements.

If a consignment agreement or a custom consignment agreement has been entered into between Buyer and the Supplier, this is a consignment purchase order and the terms of the consignment agreement are incorporated herein.

Supplier is responsible to act and produce goods in accordance with the current laws and regulations regarding product compliance including but not limited to, applicable product safety and environmental standards, employment, environmental protection, and work safety, and to avoid any criminal offenses concerning the order, and to that effect, it is responsible to follow and comply with the Business Partner Principles. Supplier must ensure through its supply chain that its sub suppliers are obligated and responsible to adhere to the standards in the Business Partner Principles. In the case of any breach against the aforementioned principles, Buyer reserves the right to rescind and accordingly terminate the contract without prior notice. Should Buyer suffer any damages due to the breach, Supplier is obligated to hold Buyer harmless.

We expect and require the supplier to comply with Article 33 (European Regulation (EC) 1907/2006 concerning the Registration, Authorization, and Restriction of Chemicals [REACH]).

It is necessary for suppliers outside of the EU to make the information listed below available in order for Buyer to comply with the legal requirements relating to the above mentioned duty to supply information vis-a-vis its customers.

Please state per item (part number) delivered whether it contains concentrations > 0.1 %



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Scheduling agreement/Date  
 5500190044 / 0048 / 04.03.2026

Page  
 3 / 4

of substances listed under alarming substances in accordance with Article 59 ("candidate list"). In the case that substances of such kind are contained in the item , then you must respectively state the corresponding concentration i.e. as a declaration of weight [g] and the version status (date) of the list used.  
 For the current candidate list, please go to: <http://echa.europa.eu>

Statements must be provided within the context of the initial sample inspection e.g. via IMDS

Shipping cond.: DAP Villa Nova

Terms of payment: 60 Days after month end Net

Currency EUR

#### Item 20

Material 34289685A Daily MY19-left switch 2F black

Drawing no. A0038E4208A

Scheduled quantity 40.498 EACH Price 1.257,00 per 100 EA

Delivered quantity 39.839 EACH

Last goods receipt 96 EACH

at 29.01.2026 with delivery number 80051326

Agreed cumul. quantity: 39.455 EACH

Reconciliation date

Deliv. date	Cum.qty. (scheduled)	Ordered Qty.	Change
D 26.03.2026	39.935	96	0
D 07.05.2026	40.031	96	0
D 21.05.2026	40.031	0	-96
D 28.05.2026	40.127	96	+96
D 03.06.2026	40.127	0	-96
D 18.06.2026	40.223	96	+96
D 09.07.2026	40.223	0	-96
D 23.07.2026	40.319	96	+96
D 06.08.2026	40.319	0	-96
D 20.08.2026	40.415	96	+96
D 10.09.2026	40.498	83	+83
D 30.09.2026	40.498	0	-34



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Page  
4 / 4

Enclose test and inspection certificate according to ISO EN 10204 / 3.1b. All further dates are forecast figures which may be adjusted to actual requirements. The schedule is considered accepted unless opposition is received within 2 working days.

This purchase order shall be valid without a signature.

The products to be supplied to us and the fabrication processes applied shall adhere to all statutory and safety specifications for restricted, toxic and dangerous substances.

- Attention upon start of serial production! -

For the first supply of serial products a released or conditionally released initial sample or a written release for supply with restrictions in terms of volume or time signed by the project manager, quality assurance or procurement department must be available!

DALPHIMETAL allows mass production deliveries only when the supplier is approved, supplier production process is validated and all mandatory documents delivered. Supplier must also have a blanket order and PPAP should be approved.

In the case of lack of blanket order, it remains supplier responsibility to contact DALPHIMETAL purchasing department in order to get the order without deliveries being in risk. If the supplier is not approved, the production process is not validated or PPAP acceptance is pending, the supplier should ask for a deviation to his DALPHIMETAL quality contact.

It remains supplier's responsibility to act as stated above and to inform DALPHIMETAL logistics follow-up person when deliveries could be in risk. If no formal communication is given, DALPHIMETAL will understand that the schedule is accepted by the supplier.

It is required that delivery notes and invoices include correct order number and order position. Please note this in order to avoid payment delays. Thank you in advance.