

(K0 Carry Over) PURCHASE AGREEMENT

Subject : Subject to the terms and conditions set out in this Purchase Agreement, (hereinafter referred to as the “**Purchase Agreement**”), the order has been given for the production and supply of the following part(s).

RFQ Package

Tofas Supplier Code : 4010446
Supplier Name : VIMERCATI SPA
Stellantis COFOR Code : 95835T 01
Offer Package Number :
RFQ Buyer & Department : Kadir Kabasakal & E&E Systems Purchasing

Part(s)

Stellantis Part No	Tofaş Part No	Part Description	Model
98095437ZD	7357792590	EMETTEUR CORRECTEUR MISTRAL	K0 / 298
98486709ZD	7358034590	COMMUTATEUR PAGINATION AFFICHEUR MISTRAL	K0 / 298
9814722180	9814722180	COMMUTATEUR OUVER TRAPPE CARBURANT ASS	K0 / 298
9666298880	9666298880	MINI-RUPTEUR ETANCHE	K0 / 298
9652843480	9652843480	SENSORE PED.FRIZIONE	K0 / 298
96413912ZD	7357738000	INTERRUTTORE	K0 / 298

Commercial Contents

Piece Price of the Part

Date of Macroeconomic Reference :

As Stellantis and Tofaş declaration, Tofaş is responsible to agree only the costs related to Tofas specific logistic conditions which are differentiated from Stellantis.

Stellantis will continue to be main responsible for management of the base price, amortization, Long Term Contract and other price revisions, capacity, tooling renewal and refurbishment and Tofaş Buyer will be as supporter role here.

Tofaş price will align Stellantis price except for the Tofaş logistic conditions.

Stellantis Part No.	Tofaş Part No.	Part Name	Supplier Plant	Hordain Incoterm	Tofaş Incoterm	Hordain Payment Term	Tofaş Payment Term
98095437ZD	7357792590	EMETTEUR CORRECTEUR MISTRAL	VIMERCATI SPA	FCA	FCA	60	60
98486709ZD	7358034590	COMMUTATEUR PAGINATION AFFICHEUR MISTRAL	VIMERCATI SPA	FCA	FCA	60	60
9814722180	9814722180	COMMUTATEUR OUVER TRAPPE CARBURANT ASS	VIMERCATI SPA	FCA	FCA	60	60
9666298880	9666298880	MINI-RUPTEUR ETANCHE	VIMERCATI SPA	FCA	FCA	60	60
9652843480	9652843480	SENSORE PED.FRIZIONE	VIMERCATI SPA	FCA	FCA	60	60
96413912ZD	7357738000	INTERRUTTORE	VIMERCATI SPA	FCA	FCA	60	60

Stellantis Part No.	Tofaş Part No.	Part Name	Currency	Invoice price For Hordain	Packaging Cost For Hordain	Logistic Cost For Hordain	Packaging Cost For Tofas	Logistic Cost For Tofas (FCA)	Other Cost	Invoice price For Tofas
98095437ZD	7357792590	EMETTEUR CORRECTEUR MISTRAL	EURO				0,02			1,70 Euros/pcs
98486709ZD	7358034590	COMMUTATEUR PAGINATION AFFICHEUR MISTRAL	EURO				0,04			1,41 Euros/pcs
9814722180	9814722180	COMMUTATEUR OUVER TRAPPE CARBURANT ASS	EURO				0,02			15,65 Euros/pcs
9666298880	9666298880	MINI-RUPTEUR ETANCHE	EURO				0,02			2,66 Euros/pcs
9652843480	9652843480	SENSORE PED.FRIZIONE	EURO				0,02			1,30 Euros/pcs
96413912ZD	7357738000	INTERRUTTORE	EURO				0,02			1,10 Euros/pcs

Caution: Tofas part number should be used in invoices, otherwise problems in customs and accounting operation may occur, which causes delay in payment and good receipt.

Annual Commercial Efficiency

Stellantis Global Purchasing and Supply Chain (GPSC) is the main responsible for the economic conditions for carry over parts so price revisions agreed with Stellantis will be applied in synchrony and the Supplier should inform Tofas the new price before issuing related invoice belongs to that month.

Annual Quantity of the Part(s) – Capacity

Forecasting Volumes for financial planning (Financial Planning Volume FPV)

- Below volume is not an additional to global K0 Project, only a transfer from Luton & Hordain.

Project Time Plan

Program	X0 MRD	X0	X1 MRD	X1	X2 MRD	X2	X3 MRD	X3	SOPM
K0 PHOENIX L2 LCV DV5 & DW10			20.05.2024	3.06.2024	3.06.2024	19.06.2024	1.07.2024	15.07.2024	9.09.2024
K0 PHOENIX L3 LCV DV5 & DW10			-	-	12.08.2024	2.09.2024	9.09.2024	30.09.2024	18.11.2024
K0 PHOENIX PASSENGER			19.05.2025	2.06.2025	14.07.2025	4.08.2025	15.09.2025	6.10.2025	29.12.2025
K0 NA BEV	20.05.2025	1.07.2024	7.10.2024	18.11.2024	10.03.2025	31.03.2025	28.04.2025	19.05.2025	25.07.2025
K0 NA ICE	23.06.2025	7.07.2025	21.11.2025	8.12.2025	23.02.2026	16.03.2026	13.04.2026	4.05.2026	7.09.2026

MRD: Material Readiness Date

Quality and Warranty Targets

Quality and Warranty term which are agreed with Stellantis (in Global General Terms and Conditions, Quality Requirements for Suppliers, Global Warranty Terms, Implementation Procedures and Purchase Contract) will be valid for this Project also.

APQP procedure is managed in 3 flow according to part status.

1.flow APQP-Generic grid (EN - FR) This generic template is to be used for the development of any new Tier 1 supplier (supplier having a contract with PSA). This template contains 5 milestones and a serial life part (copy J4). Its content is detailed in the document "Grille APQP + Guide de cotation" 01276_15_00086. New APQP grid number will be defined to PLM system by TOFAS engineering.

2.flow This template will be used for the part that their PPAP approval records are not exist in PLM. New exQ3P grid will be generated on PLM and full filled the requirements for gate4 expectations.

APQP grid specific FOR exQ3P (FR/EN) This generic template allows you to create a PPAP folder using items from a Q3P grid. Its use is therefore strictly limited to "minor" modifications of products whose development has been followed with a Q3P grid. This template contains only a J4 and a serial life part (copy of the J4). Its content is detailed in the document "Grille APQP + Guide de cotation" 01276_15_00086. New APQP grid number will be defined to PLM system by TOFAS engineering.

3.flow if the part APQP records is already exist in PLM and fully approved. Current APQP number will be the existing APQP management platform. The items indicated in PPAP submission will be revised according to new plant

(TOFAS) production by opening subtasks. Update required items: PPAP 01 ter, **PPAP 11, PPAP 17 ter, PPAP 09, PPAP 10, PPAP 13, PPAP 17, PPAP 18**

	Gate 1 Jalon 1	Gate 2 Jalon 2	Gate 3 Jalon 3	Gate 4 Jalon 4	Gate 5 Jalon 5	Mass Prod.
1. New Spec. Parts	APQP Grid Creation (Standard Grid)					
2. Parts without approved grid in PLM				APQP Grid Creation (ExQ3P)		
3. Parts with approved grid in PLM						Current Grid (Subtask)

For further clarification, please refer to Product Launch Manager Mr.Tansu Gündü (tansu.gundu@tofas.com.tr)

Logistics

Stellantis Part No	Tofaş Part No	Supplier Production Plant Location	Goods Pick up (Shipment) Location	Supplier Invoicing Location	Incoterm 2020
					FCA

- The supplier should authorize export Customs agency to be determined by Tofaş(TBD) for the Customs processes at origin. Customs clearance costs to be paid by the Supplier.
- Tofaş works with MAP as the Service Provider (or equivalent EDI provider) for EDI infrastructure. Order, invoicing data infrastructure will be managed by MAP EDI. The cost of MAP EDI development & yearly EDI running cost is the responsibility of the Supplier. All export documents (invoice, A.TR, ETC) have to be send by e-mail and MAP EDI after loading.
- A.TR, Certificate of Origin, Long Term Supplier Declaration, Supplier declaration, Certificate of conformity (CE) or all similar document(s) that is/are requested by TOFAŞ (Depending on the location of the supplier, the origin of the product and type of product) has to be provided by the supplier where it is necessary.

Customs documents will be provided by Supplier via (OneDrive, Sharepoint) which will be determined by Tofaş.

- Other logistics requirements can be found in LRB document (Logistics Requirement Book). Supplier and Tofaş are agreed to implement all LRB items.

General Conditions

- This Purchase Agreement executed by and between Tofaş and the Supplier which signed a Purchase Agreement with Stellantis. (hereinafter referred to as the “**Stellantis Purchase Agreement**”) (including base prices, and other conditions) existing between Stellantis and Supplier.
- Supplier agrees to inform immediately Tofaş Purchasing in case of any cancellation of the production part, base price update and/or termination of the Stellantis Purchase Agreement regarding the parts to this Purchase agreement.
- The Supplier confirms that the production will be made under these conditions & targets. Quality performance and targets will be monitored and updated on SQP system (xFCA).

4. The latest Global General Terms and Conditions and Global Warranty Terms signed between Stellantis and the Supplier, GTC , are also valid for Tofaş with a side letter attached to this Purchase Agreement. In the event of conflict between the GTC and/or the Stellantis Purchase Agreement and this Purchase Agreement, this Purchase Agreement shall prevail.
5. The Supplier will continue to supply parts to meet Tofaş' outdated service and spare parts needs during serial production and for 15 (fifteen) years after Tofaş ends production of the vehicle or related part. Unless otherwise agreed with Tofaş, spare part prices for the first 5 (five) years after the end of serial production will be same as the last serial part price, only changes in packaging and logistic flow and agreed price update formula (rule) will be applied to the prices.
6. In any price update cases, the Supplier should inform Tofaş Purchasing in order not to face any problem for invoice payments.
7. Tofaş may unilaterally terminate this Purchase Agreement at any time, regardless of whether there is a breach of the Agreement and without giving any reason, provided that 60 (sixty) days prior written notice with the exclusion of any rights of the Supplier to any indemnification and/or compensation for damages, costs, losses and expenses actually and provably directly related with Tofaş' special allocation.

Subjects given above are negotiated and settled at the meeting held between TOFAŞ Purchasing and VIMERCATI SPA representatives. This Purchase Agreement mutually negotiated and signed to have binding effect by the parties on 02/07/2024

Signatures

	Name -Surname	Title	Supplier Stamp and Authorized Signature
Supplier Representative			
Supplier Representative			

Tofaş Supplier Quality	Necati Altunok	SQD	
Tofaş Purchasing Buyer	Kadir Kabasakal	Buyer	
Tofaş Purchasing Manager	Gökhan Aydoğan	Interior and Electrical Systems Purchasing Manager	

Attachments

- Logistic Requirements Book-LRB
- Side Letter for Stellantis Global General Terms and Conditions-GGTC