



Dalphi Metal España SLU
Camino del Caramuxo, 35
36213 Vigo - SPAIN
Tél.: (34) 986 29 31 29

Department Sales Div R ZF
From Cristina Soliño
Email cristina.solino1@zf-lifetec.com
Date Nov 26th, 2025

STELLANTIS

Subject: Directed Buy letter for X250 switches with Amortization

Dear Mr Haus and Mr. Crespi :

As you know, **ZF** ("Tier One") is supplying **Steering Wheels SW** ("Product") to **Sevel and Gliwice plants** ("OEM") on the above program. **OEM** has directed Tier One to use **VIMERCATI SPA** ("Tier Two").

Tier One, OEM and Tier Two are entering into this directed-buy letter agreement to agree to the terms and conditions that apply.

Description	Vimercati PN	ZF Lifetec P/N	STLA Colored	Price Euros/pcs	Delta Amortization in 502.574 pieces from 10/11/2025	Price Euros/pcs
Com Ant DX SL + Cruise Control - black	30 110 6988 21	34351371B	735807011	9,41 €	0,22 €	9,63 €
Com Ant DX SL + Cruise Control - grey	30 110 6988 41	34358613B	735807017	10,02 €	0,22 €	10,24 €
Com Ant DX SL + ACC + ISA - black	30 110 6988 20	34351372B	735807020	10,23 €	0,22 €	10,45 €
Com Ant DX SL + ACC + ISA - grey	30 110 6988 40	34358614B	735807009	10,84 €	0,22 €	11,06 €
Com Ant DX SL + TJ + ISA -grey	30 110 6988 42	34356074B	735807022	10,84 €	0,22 €	11,06 €

The following terms and conditions have been agreed by OEM and Tier Two for supply of Product:

- **Price:**
 - **Production piece prices and currency: as for above tables**
 - *Fixed price for life of model, only allowable adjustment either result of productivity improvements, engineering change notice and implemented VAVE proposals.*
 - **Effective in date: 10/11/2025 until amortization volume, 502.574 pieces, is reached**
- **Term:** 60 dd. Invoice date EOM
- **Productivity schedule:** N.A.
- **Service parts commitment and pricing:** as per Tier One T&C's
- **Lead Times:** 6 weeks after order receive.
- **Tooling / Capacity Planning Volumes:** according to customer volumes
- **Shipping**
 - **INCOTERM:** DDP ZF Timisoara, shipment from Romanian Plant Vimercati East Europe
- **Packaging:**
 - Front commands -> carton box 120 pcs/box
 - Rear commands -> carton box 210 pcs/box



Tier Two agrees that it will accept a purchase order consistent with this letter, including the above, to supply Tier One's requirements for the Products based on OEM's requirements for this Program and subject to the Tier One's Terms and Conditions of Purchase

Changes to Terms. Any changes to the price or other terms of Tier Two's supply of Products for the Program will only be as agreed between OEM, Tier One and the Tier Two in writing, and will only be effective after Tier One (a) has been notified of such changes in writing, and (b) receives acceptable updates to its purchase orders with OEM to reflect such changes.

Resolution of Disputes. In the event that there is any dispute between Tier One and the Tier Two as to the terms and conditions relating to the Products, then Tier Two, Tier One and OEM will agree in writing as to the disputed matters.

Tier One's Role While ZF will be responsible for issuing purchase orders to, and managing commercial relationships with Tier Two for supply of Product, Buyer will bear the risk of any non-performance, including refusal to accept a purchase order, by the VIMERCATI and ZF will be held harmless from any such non-performance.

Tier Two consents to Tier One's assignment to OEM of all warranties and other rights under the purchase order between Tier Two and Tier One, and agrees that OEM is a third-party beneficiary of the rights under such purchase order. Any debits or surcharges claimed by Tier Two or OEM to the extent related to the Product supplied by Tier Two will be passed through to Tier One only after the written agreement of all parties.

Continuous Improvement. In addition, Tier Two agrees to work with Tier One and OEM on continuous improvement cost reduction activities in order to reduce the prices and remain competitive.

Conflicts with Purchase Orders. This letter agreement amends and supersedes the provisions of any purchase orders or other agreements between or among Tier One, Tier Two and OEM regarding the Products or the Program, including any subsequent modifications or amendments to such purchase orders or other agreements. In the event of any conflict with any other document or purchase order with OEM or Tier Two, the terms of this letter will control. This letter will be referenced on the purchase orders between Tier One and Tier Two, and Tier One and OEM.

This letter is not an order for goods or services.

No production, preparation or investment may begin except as stated in a signed purchase order issued by Tier One.

Any authorization to build tooling or make any other preparations must be provided specifically in writing.

Sincerely,

Cristina Soliño
Account Manager ZF Lifetec

OEM and Tier Two hereby confirm the above and agree to the terms and conditions of this directed buy letter agreement:

OEM- Stellantis Purchasing

Tier Two - VIMERCATI SpA