

## SMIA price list for the provision of services

Category	Function	Hourly rate
Technical specialists	Plant operator	70.00 €
	Production staff	70.00 €
	GP 12 100% control	70.00 €
	Quality officer	70.00 €
	Logistics	70.00 €
Production Specialists	Metrologists	90.00 €
	Tool maker	90.00 €
	Setter	90.00 €
	Materials tester	90.00 €
	Process engineer	90.00 €
	Laboratory technician (examinations)	90.00 €
Development and IT	CAD designer	110.00 €
	IT consultant	110.00 €
Management	Projects customers	180.00 €
	Projects quality	180.00 €
	Team leader	180.00 €
	Labor	180.00 €

Surcharge	Overtime on weekdays from the 9th hour	25%
	Overtime on Saturdays	25%
	Overtime on Sundays and holidays	75%
	Shift surcharges according to expenditure	
	Night work from 22:00-06:00 hours	50%

Travel expenses	Travel by car according to the statutory mileage allowance
	Costs for train, rental car and flight according to actual expenditure (2nd class, economy)
	Accommodation costs according to actual expenditure or according to the statutory overnight flat rate
	Additional catering costs in accordance with the applicable statutory and company regulations.
	For work assignments abroad with a duration of at least 5 working days, the country-specific meals flat rates are increased by 50%.

The prices quoted are net prices plus the currently applicable German VAT. The conditions for the provision of assembly and work services shall apply in addition.

## Conditions for the provision of assembly and work services

Unless otherwise agreed in writing, the following conditions shall apply to the provision of assembly and work services by employees of Samvardhana Motherson Innovative Autosystems B.V. & Co. KG (hereinafter referred to as the "Contractor"). We do not recognize these terms and conditions of the client unless we have expressly agreed to their validity in writing.

1. The assembly and/or work services to be performed shall be deemed to have been commissioned if an order for the services has been placed either in writing or orally. The order shall be placed in writing.
2. The agreed services shall be rendered at the sole responsibility of the contractor and its employees. The employees employed by the contractor are exclusively subject to the contractor's right of instruction.
3. The client shall inform the contractor and instruct the contractor's assembly and labor personnel if special conduct and regulations apply to the assembly and labor site, as well as if special and unusual risks exist. In this case, the client shall provide the necessary special and site-specific protective equipment and/or protective clothing for the duration of the assembly/work performance.
4. In the case of the provision of technical installation services, the client shall create the following prerequisites and support the installation work as follows:
  - a. Acceptance of consignments of goods from the contractor in preparation for assembly, safekeeping of the delivered parts in a safe place and making them available at the time and place of assembly.
  - b. Sufficient air conditioning and lighting of the installation site.
  - c. Lockable space for storing tools and materials during assembly.
  - d. Support with qualified personnel (e.g., operating electrician, maintenance technician, etc.) and with technical aids (e.g., forklift, crane, etc.)
  - e. Furthermore, the client shall make available to the contractor materials, materials, energy, testing and measuring capacities, etc., which are necessary for the performance of the assembly services, testing, and acceptance by the client, in sufficient quantity, and without cost calculation.
5. The work performed by the contractor shall be deemed accepted 2 weeks after completion of the work, unless the client notifies us in writing within this period of any material defects.

The customer shall only be entitled to refuse acceptance if the defect cancels or considerably reduces the normal and/or contractually stipulated use of the work and/or its value. Insofar as the work is afflicted with defects which do not entitle to the refusal of acceptance, acceptance and the reservation of elimination of defects shall be effected. Refusal of acceptance or reservations against acceptance must be made immediately in writing, stating and describing the notified defect.
6. The basis for the invoicing of the services rendered shall be the daily records (service records) of the hours worked by the contractor's employee/installation manager responsible for the order as well as the invoicing and cost rates listed in the current price list. As far as possible, an authorized employee of the client shall check the records daily, but at least weekly, and sign the list of the services rendered.
7. The rates for invoicing and costs for working hours, daily allowances and travel expenses listed in the current price list are net amounts and do not include the usual value-added tax. Travel times are not surcharge-relevant. The client shall reimburse waiting periods for which the contractor is not responsible.
8. The invoicing of the work performed usually takes place after the end of the assignment. In the case of longer periods of use, billing can also be carried out on a weekly or monthly basis. The invoices are due for payment immediately and without any deduction.
9. Goods, spare parts, etc. delivered or processed in connection with the performance of assembly or work, shall remain the property of the contractor until payment has been made in full. Any processing or transformation of these objects shall always be carried out for the contractor and the contractor shall acquire co-ownership of a new object in the ratio of the value of the delivered object to the value of the processed object.

10. Any transport costs (including any customs duties and fees) of the tools and spare parts required for the use of the work shall be borne by the client.
11. The contractor shall be liable in accordance with the statutory provisions insofar as the client asserts claims for damages based on intent or gross negligence on the part of the client or its representatives or vicarious agents. The contractor shall not be liable for the slightly negligent breach of contractual obligations. This shall not apply in the event of a breach of an essential contractual obligation, whereby in this case the contractor's liability shall be limited to the foreseeable, typically occurring damage
12. The client's rights in respect of defects which do not affect a building or a work consisting of the provision of planning and monitoring services for this purpose shall lapse one year after acceptance of the work/repair object. The short limitation period shall not apply if the contractor can be accused of gross negligence, or in the case of physical injury or damage to health attributable to the contractor or loss of life.
13. The law of the Federal Republic of Germany applies exclusively. The place of jurisdiction is the registered office of the contractor.